

PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE

Fort Andres Bonifacio, Taguig City

Procurement of Motorcycle

ORD PABAC2-028-24

Description	Qty (unit)	ABC (Pesos)
Motorcycle	24	PhP2,352,000.00

Bidding Date: May 30, 2024 at 9:00 AM

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

SECTION I. INVITATION TO BID

Procurement of Motorcycle Bid Ref. No. ORD PABAC2-028-24

1. The Philippine Army, through its Appropriation based on the **Fiscal Year 2024 General Appropriations Act (RA11975)** in the quantity and amount as indicated below:

Advice of Sub-allotment (ASA) Number 2200-2024-0205 from GAA FY 2024 (RA 11975) – Capital Outlay Expense dated 12 March 2024 amounting to TWO MILLION THREE HUNDRED FIFTY-TWO THOUSAND PESOS (PHP2,352,000.00) (DDP - Delivered Duty Paid) being the Approved Budget for the Contract (ABCs) to payments for the procurement of General Purpose Vehicle under Bid Ref. No. **ORD PABAC2-028-24**. Bids received more than the ABC shall be automatically rejected at bid opening.

Description	Qty (units)	ABC (Pesos)
Motorcycle	24	PhP2,352,000.00

2. PABAC now invites Bids from eligible **Authorized Distributor** with a minimum of 5 years relationship to the manufacturer as distributor at the time of bid opening; **Local or Foreign Manufacturers** for the above Procurement Project (hereafter referred to as GOODS). Foreign manufacturers must be represented by a duly registered Philippine-based company. Required delivery period and delivery place shall be as follows:

Delivery Period	Delivery Place	QTY (units)
30 Calendar Days upon receipt of Notice to Proceed	9FSSU, PA, Camp General Arturo Enrile, Malagutay, Zamboanga City, Philippines.	24

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”. All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation and Post-Qualification Procedures and Awards of Contract shall be governed by R.A. 9184 and its 2016 Revised IRR.

Bidding is open to all interested bidders, whether **local or foreign**, subject to the conditions for eligibility provided in the IRR of RA 9184.

4. Prospective Bidders may obtain further information from the PABAC Secretariat and inspect the Bidding Documents at the address given below during 8:00am – 4:00pm on weekdays only.

The Invitation to Bid and Bidding Documents may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and PABAC website. Interested bidders may inspect the Bidding Documents upon presentation of proper identification during office hours (8:00 am - 4:00 pm) on weekdays only.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 9, 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The Philippine Army will hold a Pre-Bid Conference on **May 16, 2024 at 9:00 AM** via Video Conference (Zoom), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **May 30, 2024 at 9:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **May 30, 2024 at 9:00 AM**. via Video Conference (Zoom). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. For Pre-Bid Conference and Bid Opening
In line with the precautionary health measures being adopted by the Philippine Army, prospective bidders interested to join the Pre-Bid Conference and Bid Opening via video conference (Zoom) may send request for Zoom Link and Password to the pabacsec2@gmail.com.
For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representative or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.
Bidding Document may also be downloaded free of charge from the website of the PhilGEPS and the Army website. However, only those who have paid the cost of Bidding Documents at least one (1) day before the submission of their bids will be allowed to bid.
11. The *Philippine Army* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Office of the PA Bids and Awards Committee 2

Fort Andres Bonifacio, Metro Manila

BGEN BENJAMIN L HAO PA

PABAC2 Chairperson

Contact Nr. 09393185696 or

email address at pabacsec2@gmail.com

The complete set of Bidding Documents may be acquired/purchased by interested Bidders during office hours (8:00 am - 4:00 pm) at the Finance Center, Philippine Army Office on weekdays only – but not later than 4:00 pm upon payment of non-refundable fee as indicated above, pursuant to the latest Guidelines issued by the GPPB.

It may also be downloaded free of charge from the website of the PhilGEPS and PSBAC website, PROVIDED that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

13. You may also visit websites

For downloading of Bidding Documents: (philgeps.gov.ph and army.mil.ph)

Date of Issue: _____


BENJAMIN L HAO
BGen PA
Chairperson

SECTION II. INSTRUCTION TO BIDDERS

1. Scope of Bid

- 1.1 The Procuring Entity, Philippine Army wishes to receive Bids for the Supply and Delivery of Motorcycle, under Bid Reference No. ORD PABAC2-026-24.
- 1.2 The Procurement Project (referred to herein as "Project") is composed of 24 units Motorcycles, the details of which are described in Section VII (Technical Specifications).

2. Funding Source

- 1.1. **Advice of Sub-allotment (ASA) Number 2200-2024-0205 from GAA FY 2024 (RA 11975) – Capital Outlay Expense dated 12 March 2024** amounting to **TWO MILLION THREE HUNDRED FIFTY-TWO THOUSAND PESOS (PHP2,352,000.00) (DDP - Delivered Duty Paid)** being the Approved Budget for the Contract (ABCs) to payments for the procurement of General Purpose Vehicle under Bid Ref. No. **ORD PABAC2-028-24**.
- 2.1 The source of funding is **The General Appropriations Act (RA11975)**.

3. Bidding Requirements

- a. The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.
- b. Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.
- c. The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

Foreign ownership limited to those allowed under the rules may participate in this Project.

Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least;

1. For the procurement of Non-expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to **at least fifty percent (50%)** of the ABC.
2. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of (a) will likely result to failure of bidding that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:
 - a. Completed **at least two (2) similar contracts**, the aggregate amount of which should be equivalent to **at least twenty-five percent (25%)** in the case of expendable supplies of the ABC for this Project; and
 - b. The largest of these similar contracts must be equivalent to **at least half of the percentage** of the ABC as required above

The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin Of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

7. Subcontracts

The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either via Video Conference (Zoom) as indicated in paragraph 8 and 11 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- a. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- b. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
- c. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- a. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- b. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- c. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.
- d. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 1. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

2. The cost of all customs duties and sales and other taxes already paid or payable; iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

1. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
2. ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

13. Bid and Payment Currencies

- a. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- b. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.
- 14.2. The Bid and bid security shall be valid for One Hundred Twenty (120) calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as nonresponsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid. The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification. If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1 The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the IB.

17. Opening and Preliminary Examination of Bids

- 17.1 The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 11 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat. In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.
- 17.2 The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective

Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

Section III. Bid Data Sheet

ITB Clause											
5.3	For this purpose, contracts similar to the Project shall be Supply and/or Delivery of Motorcycle completed within the last five (5) years prior to the deadline for the submission and receipt of bids.										
7.1	Subcontracting is not allowed.										
11.3	There is a tie in bid offers when the bidders offered the same financial bid price and all have the post qualification and are considered as Lowest Calculated and Responsive Bids (LCRB). To break the tie, a tie between two (2) bidders shall be decided through a Toss Coin; while a tie among three (3) or more bidders shall be decided through Draw Lots.										
12	The price of the Goods shall be quoted Delivered Duty Place (DDP) or the applicable International Commercial Terms (INCOTERMS) for this Project in 1LSG and 2LSG of Army Support Command, PA.										
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. Equivalent to at least 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Equivalent to at least 5% of the ABC, if bid security is in Surety Bond.										
16	The bidder shall submit the following; -Financial Component Envelop - 1 original and 2 copies -Technical Component Envelop- 1 original and 2 copies										
19.3	Supply and Delivery of 24 units Motorcycle for the Philippine Army amounting to TWO MILLION THREE HUNDRED FIFTY-TWO THOUSAND PESOS (PHP2,352,000.00)										
20.1	<p>POST-QUALIFICATION: Within a non-extendible period of five (5) calendar days from receipt by the bidder of the Notice from the BAC that the bidder has the Lowest/Single Calculated Bid (L/SCB), the bidder shall submit and/or present original of the following requirements for post qualification:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: center;">TAB</th> <th style="text-align: center;">Additional Post Qualification Requirements</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives</td> </tr> <tr> <td style="text-align: center;">B</td> <td>Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located</td> </tr> <tr> <td style="text-align: center;">C</td> <td>Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)</td> </tr> <tr> <td style="text-align: center;">D</td> <td>Latest Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" if manually filed or "attachment of system generated Transaction Reference Number and email to the system user" if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission; Provided that original copies of the digitally submitted documents will be presented upon request</td> </tr> </tbody> </table>	TAB	Additional Post Qualification Requirements	A	Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives	B	Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located	C	Tax Clearance per E.O. No. 398 , s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)	D	Latest Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" if manually filed or "attachment of system generated Transaction Reference Number and email to the system user" if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission; Provided that original copies of the digitally submitted documents will be presented upon request
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E	Latest income and business tax returns within the last six (6) months preceding the date of bid submission , manually filed Tax Returns or filed and paid through the BIR Electronic Filing and Payment System (eFPS)
F	Supporting documents for all on-going government and private contracts: a. Notice of Award; or b. Notice to Proceed; or c. Contract; or d. Purchase Order or its equivalent issued by the end-user; and e. Notice of Extension/Suspension if the project is overdue.
G	Supporting documents for Single Largest Completed Contract (SLCC): a. Notice or Award or Notice to Proceed or Contract or Purchase Order or its equivalent issued by the supplier; and b. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt (duplicate or triplicate copy); and c. Certificate of Performance Evaluation
H	1. Valid and current Certificate of Distributorship from the manufacturer for the items offered, issued by the manufacturer of the goods (if Bidder is not the manufacturer); 2. Manufacturer's Certification of Conformance from its Technical Department or Production Department or Quality Assurance Department or its equivalent, that the goods that will be delivered in accordance with the Philippine Army (PA) TS, TAP; 3. Certificate from the manufacturer indicating the availability of spare parts within the 15 years effective after Acceptance of the offered goods; 4. List of Service Centers owned by/affiliated to the Bidder at least one per region with available technical personnel, indicating address, telephone and fax numbers, email address, contact person and pictures of service centers;
I	Certificate of Notarial Commission/Oath of Office/Appointment of the lawyer who notarized the documents submitted by the bidder or Certificate from the Office of the Executive Judge/Office of the Clerk of Court certifying that the notary public is appointed/commissioned for a specific period.
J	Company Profile (Organization, Affiliated Companies, Production Capability)
K	Vicinity map/location of the business
L	Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is Not Blacklisted and has No Overdue Delivery , if not submitted during the bid opening

Note 1: In case of JV, each JV Partner shall submit said Certificate.

Note 2: *In case of Joint Venture, both partners must present/submit above documents.*

Note 3: *Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Sec. 69 of the 2016 Revised IRR of RA 9184.*

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- a. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- b. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

SECTION V. SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT	
GCC Clause	
1	<p>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: PA TIAC, APAO, OG10.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p>

	<p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> b.1 advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and b.2 following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of fifteen (15) years for date of final acceptance.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) week of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for Delivered at Place (DAP) deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers</p>

	risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at respective delivery places.
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Terms of Payment –</p> <p>Documentary requirements for payment are as follows:</p> <p>Payment shall be made by check for Local supplier/manufacturer or through Letter of Credit in case of foreign supplier/manufacturer.</p> <p>In case payment shall be made by L/C, the PROCURING ENTITY shall open the irrevocable L/C in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the PA to the Authorized Government Depository Bank, to wit:</p> <p>a. Mode of Transmission: Full cable telex/S.W.I.F.T;</p> <p>b. Advising and/or Confirmation: L/C may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter's sole expense;</p> <p>c. Payee Bank: The L/C draft (if any) shall be drawn on the confirming bank;</p> <p>d. Beneficiary: [Insert name and address of Supplier with Point of Contact;</p> <p>e. Currency and Amount of L/C: L/C shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of L/C shall be released upon completion of all the required documents enumerated in SCC Clause 2.2(g) of the bidding documents and the 5% shall be released upon expiration of the warranty period provided in SCC clause 5 of the bidding documents;</p> <p>f. Expiration Date: One Hundred Twenty (120) calendar days from issue date of the L/C;</p> <p>g. Payment Scheme Documentary Requirements: Payment will be "One Time Payment" and shall be <u>made</u> to the Supplier at the time of the final acceptance of the GOODS by the PROCURING ENTITY made in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents:</p> <ol style="list-style-type: none"> 1. Supplier's invoice showing GOODS' description, quantity, unit price, and total amount; 2. Negotiable, clean shipped on-board Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill"; 3. Original Supplier's factory inspection report or certificate of pre-delivery test and inspection report by PA TIAC (as applicable); 4. Manufacturer's and/or Supplier's warranty certificate; Original Manufacturers/Product Warranty/Guaranty Certificate/s issued in the name of the Philippine Army minimum of one (1) year from the date of final acceptance (full replacement for defective items); <u>Warranty should indicate the Engine and Chassis Nr of the goods;</u> 5. Certificate of Origin (for imported GOODS); 6. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site; 7. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC); and 8. Original Manufacturers Certificate re: Date of Manufacture of the product should be not more than one (1) year from the date of delivery (brand new/freshly manufactured);

	<p>h. Description of Goods: As stated in the Technical Specifications with additional requirements as indicated in SECTION VI Schedule of Requirements.</p> <p>i. Delivery Period: Complete Delivery within 30 calendar days from receipt of the NTP;</p> <p>j. Shipment: One-time shipment; transshipment is acceptable. Negotiability: The L/C shall be irrevocable;</p> <p>k. Liquidated Damages: Liquidated damages shall be imposed in accordance with Section 68 of Republic Act (RA) Nr 9184 and its Revised Implementing Rules and Regulations, and SCC Clause 6.</p> <p>l. Other Instructions:</p> <ol style="list-style-type: none"> 1. The cost of the opening, as well as advising, confirmation, extension, and/or amendment, if any, of the L/C, and other bank charges shall be for the account of the supplier; 2. The L/C must be in English; and 3. No boycott or restrictive language.
<p>04</p>	<p>Inspection and Test</p> <p>1. POST-QUALIFICATION involving documents validation and plant/office visit and inspection of sample goods shall be conducted by the Procuring Entity or its designated representatives (PQ Team designated by the BAC) to determine the compliance to the requirements of the end-user as required in the bidding documents. Manufacturer's plant inspection will be conducted, subject to the approval of the Head of the Procuring Entity (HOPE). The Manufacturer/Supplier shall be made to provide pieces of evidence of the compliance of items offered to the specifications as stated in Section VII Technical Specifications of the bidding documents and his capability to manufacture/supply the goods/items being required. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity.</p> <p>Conduct of Post Qualification abroad is subject to the issued guidelines regarding Foreign Travel of Public Official/Officers during State of Calamity or Implementation of Community Quarantine or Similar Restrictions. Considering restrictions for foreign travel during the quarantine period, the Procuring Entity or PQ Team may conduct "table post qualification" within the office, or utilize the Office of the Philippine Defense and Armed Forces Attaché (Office of PhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification.</p> <p>During Post-Qualification, the Manufacturer/Distributor must provide a sample of the goods for inspection.</p> <p>2. PRE-SHIPMENT/PRE-DELIVERY INSPECTION AND TEST:</p> <p>The Manufacturer/Distributor/Dealer shall ensure that the PA Inspection Team will be allowed to participate in the conduct of the testing procedures.</p> <p>All incidental and related expenses relative to inspection shall be for the account of the Manufacturer/Authorized Distributor based on AFP Log Ltr Dir Nr 2020-04, GHQ, AFP dated 21 October 2020.</p> <p>Supplier shall ISSUE the required written invitations to the PA Inspection Team through PAPC, AFPPS relative to the PDI. Failure to provide invitation that may result in delays in release of required travel orders for the inspection team, may subject the supplier to applicable sanctions including liquidated damages due to late delivery.</p> <p>All Items shall be subjected to pre-shipment / pre-delivery inspection and test (PDI) by the PA PDI Team. The PDI shall be conducted no later than sixty (60) days prior to the</p>

expiry of the required delivery period. No extension of delivery period shall be allowed in case of failure or refusal of supplier to comply with said PDI period.

The Inspection Team that may attend the pre-shipment/pre-delivery test at the country of origin at supplier’s expenses shall be composed of **at least five (5) members**.

Supplier shall conduct pre-departure briefing to orient the members of the PA Inspection Team prior to departure date or conduct of test.

FOR LOCAL MANUFACTURER/DISTRIBUTOR:

Pre-delivery inspection of the items to be conducted by Philippine Army Inspection Team at the Manufacturer/Authorized Distributor local facilities.

FOR FOREIGN MANUFACTURER:

a. In no case shall the Supplier be relieved from responsibility relative to the delivery of the goods in the event that the PDI is delayed for any reason including issues related to travel documents (i.e visas, travel authority), except for circumstances beyond the control of the Supplier. Appropriate penalties for delay shall be imposed as applicable.

b. Supplier shall ensure that a full time/on-board interpreter is available for non-English speaking country of manufacturer/plant site. Travel documents including insurance must be submitted to the inspection team during the pre-departure briefing.

Note1: The PDI shall be conducted in accordance with the prescribed PA Test and Acceptance Procedures. Or if “Manufacturer’s Standard” is reflected as to the requirement in the PA TS/TAP, the Manufacturer’s TS and TAP must be provided prior to the conduct of test.

SPECIFICATIONS:

DESCRIPTION	TECHNICAL SPECIFICATIONS	TEST AND ACCEPTANCE PROCEDURE
Motorcycle	Annex I	Annex II

Goods to be supplied must come from one (1) source and manufacturer only. Date of Manufacture of Item: Goods manufacturing date should not be more than one (1) year from the date of delivery (brand new/freshly manufactured);

3. ACCEPTANCE TESTS:

In the event that Pre-delivery Inspection and Acceptance that cannot be conducted for any reason, Acceptance Tests will be conducted in the Philippines in accordance with the Test and Acceptance Procedures of the PA as herein provided.

The Supplier shall be responsible for coordinating with the appropriate testing facility in the Philippines for the conduct of said tests. All costs for the testing including the sample will be for the account of the Supplier; **OR**

An alternative PDI shall be done based on the Directive published by Philippine Army on the conduct of the Alternative PDI.

4. FINAL INSPECTION AND ACCEPTANCE:

	<p>Will be at the Delivery Site. Completeness and appropriateness of the delivered goods shall be inspected by the Procuring Entity's representative at the delivery site at the soonest time possible. After completion of the inspection, the inspection team shall furnish the following reports;</p> <ol style="list-style-type: none"> 1. Final Inspection and Acceptance Report by the TIAC; 2. OG10 Inspection Report; 3. SAO/APAO Acceptance Report; <p>Note 1: - The supplier must inform the PAPC at least seven (7) calendar days prior to delivery in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of the GOODS. - NO partial deliveries are allowed. Only Complete deliveries will be accepted</p> <p>Note 2: - Deliveries made for "safekeeping" purposes are NOT ALLOWED.</p> <p>5. NON-ACCEPTANCE OF ITEMS: Non-Replacement of Defective Items Noted During Pre-Delivery Inspection: Any defects noted during pre-delivery inspection shall be corrected prior to shipment of the Goods. Otherwise, goods will not be accepted.</p> <p>Replacement of Defective Items upon Delivery and Testing of Items: Any defects noted during delivery shall be corrected within the remaining days of delivery period of the Goods.</p> <p>In case items are rejected, PA-TIAC shall issue Certificate of Non- Acceptance on the cause of non-compliant item.</p> <p>In case of rejection, the Goods shall be secured and shall remain under the custody of the PA until re-exported (if imported) at the expense of the supplier to include storage charges, subject to the applicable laws in the Philippines.</p> <p>Supplier shall be subjected to blacklisting due to termination by default</p>
<p>5</p>	<p>Warranty</p> <p>The warranty shall be covered by, at the Supplier's option, either retention money in an amount to at least five percent (5%) of the Contract Price, or a special bank guarantee equivalent to at least five percent (5%) of the Contract Price in favor of the Armed Forces of the Philippines.</p> <p>The warranty period shall be one (1) year after acceptance by the Procuring Entity of the Delivered Goods. The manufacturer/distributor shall issue a Warranty Certificate that shall cover a minimum of one (1) year after the acceptance by the Procuring Entity of the Delivered Goods.</p> <p>The Obligation for the warranty shall only be released after the lapse of the warranty period.</p> <p>The PROCURING ENTITY through the TIAC may invoke for warranty claims for the GOODS or any part thereof that fail to conform to the specifications within the warranty period. The Supplier shall either rectify or replace such defective GOODS or parts thereof or make alterations necessary to meet the specifications at no cost to the PROCURING ENTITY, and shall inspect the rectified/replaced goods, at no cost to the PROCURING ENTITY, upon giving a notice pursuant to Clause 5.</p>
<p>5.1</p>	<p>The period for correction of defects in the warranty period is within Thirty (30) calendar days (maximum) after receipt of Notice of Defects</p>

6	<p>When the supplier fails to satisfactorily deliver the goods or services under the contract within the specified delivery schedule or project implementation schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the Procuring Entity liquidated damages, not by way of penalty, for every day of delay until such goods or services are finally delivered or performed and accepted by the Procuring Entity concerned.</p> <p>The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.</p>
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SECTION VI. SCHEDULE OF REQUIREMENTS

Procurement of Motorcycle Bid Ref. No. ORD PABAC2-026-24

Nr	DESCRIPTION	QTY	DELIVERY PERIOD	DELIVERY PLACE
1	Motorcycle (assorted color) with the following: a. Operator's and Service Manual b. Warranty Booklet c. 40ltr Capacity Compartment d. Full Faced Helmet with PSI Seal e. Half Faced Helmet with PSI Seal f. Reflectorized Vest g. Jacket with Reflector h. Tools in One (1) Pouch - Pressure Gauge - Screwdriver (Flat and Philips) - Pliers - Socket Wrench	24 sets	30 Calendar Days upon receipt of NTP	9FSSU, PA, Camp General Arturo Enrile, Malagutay, Zamboanga City, Philippines.
2	i. 1 yr LTO Registration j. 1 yr Comprehensive Insurance	24	Shall be delivered to PA prior to payment	Philippine Army Procurement Center, AFPPS, Fort Bonifacio, Taguig City, Metro, Manila
3	Registration Plate	24	Shall be delivered to PA prior to the release of retention money	

I hereby certify to comply and deliver all the above requirements.

Name of Company

Representative Signature Over Printed Name

Date

SECTION VII. TECHNICAL SPECIFICATIONS

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS and TEST AND ACCEPTANCE PROCEDURES

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-reference to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

CLARIFICATION AND SETTLEMENT OF CONFLICTING INTERPRETATION OF THE TECHNICAL SPECIFICATIONS

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

**Procurement of Motorcycle
Bid Ref. No. ORD PABAC2-028-24**

TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

Line No.	Specifications	Bidder’s Statement of Compliance						
1	<table border="1"> <thead> <tr> <th data-bbox="322 797 531 857">Description</th> <th data-bbox="531 797 874 857">Technical Specifications</th> <th data-bbox="874 797 1157 857">Test and Acceptance Procedure</th> </tr> </thead> <tbody> <tr> <td data-bbox="322 857 531 913">Motorcycle</td> <td data-bbox="531 857 874 913">ORDV03(150-00)11-22</td> <td data-bbox="874 857 1157 913">ORDV03(150-00)11-22</td> </tr> </tbody> </table>	Description	Technical Specifications	Test and Acceptance Procedure	Motorcycle	ORDV03(150-00)11-22	ORDV03(150-00)11-22	
	Description	Technical Specifications	Test and Acceptance Procedure					
Motorcycle	ORDV03(150-00)11-22	ORDV03(150-00)11-22						
2	Warranty/ies of the Contract							
3	Availability of spare parts within 15 years effective after Acceptance of the offered goods							
4	Vehicle Engine is brand new/freshly manufactured and never been used/not refurbished.							
5	Assembly of Motorcycle is not more than one (1) year from the date of delivery (Brand New).							
6	We have no overdue deliveries or unperformed services intended for Philippine Army (PA) and other gov’t and non gov’t agencies.							
7	During delivery, the Supplier shall be responsible in unloading the items from the container to the designated warehouse of the PA. All costs related to porter services, handling and other related expenses shall be borne by the Supplier. In the absence of materials handling equipment at the site, the Supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. At the expense of the Supplier.							

By 2028, a world class Army that is a source of national pride

Technical Specifications for Motorcycle
TS NR: ORDV03(150-00)11-22

HEADQUARTERS
PHILIPPINE ARMY
Fort Andres Bonifacio, Metro Manila

TS NR: ORDV03(150-00)11-22

**TECHNICAL SPECIFICATIONS FOR
MOTORCYCLE**

Description	Utility motorcycle with a minimum of 149cc displacement equivalent
Application	For use of field personnel/workers who by nature of their functions have to travel to remote areas not normally accessible to ordinary transport vehicles
Technical Data	
1. Classification or Type	Standard or Offroad
2. Engine	
2.1. Drive Type	Chain drive
2.2. Engine Type	4-stroke, SOHC or DOHC Air-Cooled or liquid cooled
2.3. Displacement	149cc minimum
2.4. Bore and Stroke	Manufacturer's standard
2.5. Starting System	Kick starter and electric
2.6. Ignition System	Manufacturer's standard
2.7. Engine Oil Capacity	Manufacturer's standard
3. Transmission	Manual, 4 speed (min)
4. Fuel System	Carburetor or fuel injection
5. Fuel Tank Capacity	10L (min)
6. Suspension	
6.1. Front	Manufacturer's standard
6.2. Rear	Manufacturer's standard
7. Brake System	
7.1. Front	Manufacturer's standard
7.2. Rear Axle	Manufacturer's standard
8. Wheels	
8.1. Rim Type	Wired spoke (steel)
8.2. Rim Size	Manufacturer's standard
8.3. Tire Type	Manufacturer's standard
8.4. Tire Size (Front)	Manufacturer's standard
8.5. Tire Size (Rear)	Manufacturer's standard
9. Dimensions	
9.1. Length	2,000mm (min)
9.2. Width	770mm (min)
9.3. Height	780mm (min)
9.4. Wheelbase	1,235mm (min)
9.5. Ground Clearance	Manufacturer's standard
9.6. Seat Capacity	2



Honor. Patriotism. Duty. *[Signature]*

Conforme:

Bidder's Company Name

Signature of Authorized Representative


Designation


By 2028, a world class Army that is a source of national pride

Technical Specifications for Motorcycle
TS NR: ORDV03(150-00)11-22


9.7. Curb Weight	143kg (max)
10. Battery	12V, 5AH
11. Body Color	As indicated in the contract
12. Performance	
12.1. Power	11.0hp (min)
12.2. Torque	9.0Nm (min)
13. Minimum Standard Accessories	Instrument panel provided with speedometer and odometer (min)
	Headlight (high and low beam)
	Indicator lights (front and rear)
	Center and side stand
	Side mirrors (left & right)
	Horn

PREPARED BY:

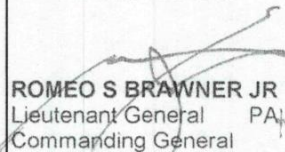

ROXANNE R SANTOS
Major (OS) PA
Chief, PRB


BERNIE E AFABLE
Major (OS) PA
Chief, Mobility Branch

RECOMMENDED BY:


JESUS JEFFREY F GRAPA
Colonel GSC (OS) PA
ACOCS

APPROVED BY:


ROMEO S BRAWNER JR
Lieutenant General PA
Commanding General



Honor. Patriotism. Duty.

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

SECTION VIII: CHECKLIST OF REQUIREMENTS

TECHNICAL COMPONENT ENVELOPE	
TAB	Class "A" Documents
A	Valid and updated PhilGEPS Registration Certificate (Platinum Membership) in accordance with Section 8.5.2 of the Revised IRR of RA 9184 dated 15 Jan 2024 and GPPB Resolution 15-21 dated 14 October 2021.
B	Statement of all Ongoing Government and Private Contracts (SOGPC) , including <u>contracts awarded but not yet started, if any</u> , whether similar or not similar in nature and complexity to the contract to be bid;
C	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the last <u>Five (5) years</u>;</p> <p>For non-expendable supplies, completed at least one (1) Single Similar Contract equivalent to at least Fifty Percent (50%) of the ABC of the Project to be bid; OR</p> <p>At least two (2) Similar Contracts, the aggregate contracts amount should be equivalent to at least Fifty Percent (50%) of the ABC of the project to be bid, and the largest of these similar contracts should be equivalent to at least "twenty five percent (25%) of the ABC of the project to be bid.</p> <p><i>The bidder may make a reservation in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, and name of the project for purposes of validating the contents of the statement of single largest similar completed contract, subject to the full disclosure during post-qualification.</i></p> <p>For this project, "similar contract or project" shall mean Supply and/or Delivery of Motorcycle</p>
D	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration;
E	<p><u>TECHNICAL REQUIREMENTS</u></p> <ol style="list-style-type: none"> 1. Duly Complied Section VII. Technical Specifications; 2. Duly Complied Section VI. Schedule of Requirements; 3. Manufacturer's Brochure and Specifications that will conform to the Philippine Army Requirement; 4. Warranty Certificate; <p>*Note :</p> <ol style="list-style-type: none"> 1. Distributorship relationship between the Bidder and the Manufacturer for the items offered has been valid and existing for at least 5 years at the time of bid opening. 2. <i>The copy of submitted Letter Request must have "RECEIVED" stamp by HAFPPS.</i> 3. <i>Authorized local representative must submit the abovementioned document.</i> 4. <i>In case of Joint Venture, each JV partner shall submit said Certificate or Letter Request.</i> 5. <i>Overdue delivery shall mean undelivered or incomplete delivery of items after the due date of delivery or approved request for extension of delivery period.</i> <p>In the event of closure of business, termination of distributorship for the equipment, part and supplies, the distributor shall notify the Philippine Army accordingly for the new service centers with telephone numbers and address who can provide the needed parts, supplies and service.</p>

F	Original duly signed Omnibus Sworn Statement (OSS);
G	<p>Proof of Authority <u>For Local Manufacturer/authorized Distributor:</u> a. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR b. Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.</p> <p><u>For Foreign Manufacturer:</u> a. Valid and Current Written Appointment of the Philippine based company (as local representative of foreign manufacturer) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative. b. Duly Notarized authorization of the Philippine Based Company’s representative (e.g. Secretary’s Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with specimen signature of the authorized representative to transact with PA/AFP including address, telephone number, fax number and email address;</p> <p><i>Provided that in the case of unincorporated joint venture, each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representatives for purposes of this bidding.</i></p> <p><i>(Note: The Secretary’s Certificate, Board Resolution or Special Power of Attorney, or its equivalent document, must have a specimen signature of the bidder or its authorized representative; it must indicate in the said document the authority to transact with the Philippine Army/AFP; and it must indicate in the same document the address, telephone number, mobile phone number, fax number and email address of the bidder or its authorized representative);</i></p>
	FINANCIAL DOCUMENTS
H	The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) ; OR A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
	<u>CLASS “B” DOCUMENT: (For Joint Venture)</u>
I	<p><u>For Joint Ventures</u>, Bidder to submit either:</p> <p>(i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or (ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture signed by all the potential joint venture partners stating that they will enter into and abides by the provisions of the JVA in the instance that the bid is successful, in accordance with Sec 23.1(b) of the IRR.</p> <p><i>In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i) of the 2016 Revised IRR of RA 9184.</i></p> <p>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture must specifically state the name of the <u>local company and or person</u>, as well as the <u>member company/partner</u> of the JV and/or the <u>lead person</u> appointed as the authorized representative/s and the lawful attorney-in-fact of the JV if awarded the contract.</p> <p>If Joint Venture is not applicable, the bidder must submit a duly signed statement stating that JVA is not applicable in lieu of the foregoing.</p>
	<u>Other documentary requirements under RA No. 9184 (as applicable)</u>
	<i>[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]</i> Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
	FINANCIAL COMPONENT ENVELOP
A	Original of duly signed and accomplished Financial Bid Form
	Original of duly signed and accomplished Bid Form
B	Original of duly signed and accomplished Price Schedule(s) .

Note:

In case of Inconsistency between the Checklist of Requirements for bidders and the provisions in the instructions to Bidders and Bid Data Sheet, the instructions to Bidders and Bid Data Sheet Prevail

SECTION IX. BIDDING FORMS

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

Bidder's Company Letterhead
Procurement of Motorcycle
Bid Ref. No. ORD PABAC2-028-24

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS
(INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED)

Name of Client	Name of the Contract	Date and Status of the Contract	Kinds Of Goods	Amount Of Contract	Value of Outstanding Contracts	Date of Delivery	PO, NOA (please attach)
TOTAL							

Instructions:

1. Statement of all on going contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid).
2. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state **“NONE”** or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

CERTIFIED CORRECT:

 Name and Signature of Authorized Representative

 Position

 Date

Bidder's Company Letterhead
Procurement of Motorcycle
Bid Ref. No. ORD PABAC2-028-24

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE
 CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS FROM DATE OF
 SUBMISSION AND RECEIPT OF BIDS**

Name of Client	Name of the Contract	Date of the Contract	Kinds Of Goods	Amount Of Contract	Date of Delivery	TIAC Rep, OR, Sales Invoice, Collection Receipt
TOTAL						

Instructions:

Please attach any of the following as attachment to the Statement of Single Largest Completed Contract

- 1) Copy of End User's Acceptance; OR
- 2) Copy of Official Receipt/s; OR
- 3) Copy of Sales Invoice with Collection Receipt/SOR Nr & Date, End-user's Acceptance date or Sales "Invoice with Collection Receipt (For those completed)

Note:

Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid within the last five (5) years from the date of Submission and Receipt of Bids;

Completed One (1) Single Contract similar to the contract to be bid amounting to at least Fifty Percent (50%) of the ABC of the project to be bid; **Or**

Completed at least **two (2) similar contracts**, the aggregate amount of should be equivalent to at least "Fifty Percent" (50%) of the ABC for this Project and the largest of these similar contracts must be equivalent to at least "twenty five percent" (25%) of the ABC of this project.

For this project, "similar contract or projects" shall pertain only to supply and/or delivery of "Motorcycle".

CERTIFIED CORRECT:

 Name and Signature of Authorized Representative

 Position

 Date

Bidder's Company Letterhead
Procurement of Motorcycle
Bid Ref. No. ORD PABAC2-028-24

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(PLS SHOW FIGURES AT HOW YOU ARRIVED AT THE NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is **Philippine Pesos** _____ (**PhP** _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows;

CA	=	Current Assets	PhP
Less:			-
CL	=	Current Liabilities	_____
		Sub-total 1	PhP
			X 15
		Sub-total 2	PhP
Less:			-
C	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this project.	PhP
NFCC			PhP

Issued this _____ day of _____, 20_____.

CERTIFIED CORRECT:

 Name and Signature of Authorized Representative

 Position

 Date

(NAME OF BANK)
COMMITTED LINE OF CREDIT

Date: _____

Philippine Army Bids and Awards Committee
Fort Andres Bonifacio, Metro Manila

CONTRACT/PROJECT : _____
 COMPANY FIRM : _____
 ADDRESS : _____
 BANK/FINANCING INSTITUTION : _____
 ADDRESS : _____
 AMOUNT : _____

This is to certify that the above Bank/Financing Institution with Business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to the terms, conditions and requirements.

The committed line of credit must be available on the date of submission of opening of bid and maintained until issuance of the Certificate of Acceptance.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statement issued by us make us liable for perjury.

This Committed line of credit cannot be terminated or cancelled without the prior written approval of the Philippine Army.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred by:

Name and Signature of Supplier/Distributor/Manufacturer/Contractor authorized representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of identity (as defined by the 2004 Rules on Notarial Practice _____ issued _____ at _____, Philippines.

Doc No: _____
 Page No: _____
 Book No: _____
 Series of: _____

NOTARY PUBLIC

Amount should be machine validated

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE** executed by:
 _____, A sole proprietorship/corporation duly organized and existing under and by virtue of
 the laws of the Philippines, with offices located at _____, represented herein by its
 _____, hereinafter referred to as _____.

-and-

_____ A sole proprietorship/corporation duly organized and existing under and by
 virtue of the laws of the Philippines, with offices located at _____, represented herein by its
 _____, hereinafter referred to as _____.

For submission to the **Philippine Army Bids and Awards Committee (PABAC)**, pursuant to Section 23.1 (b) of
 the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No 9184.

WITNESSETH That:

WHEREAS, the parties desire to participate as a joint venture in the public bidding that will be conducted by the
 PABAC pursuant to Republic Act (RA) No 9184 and its Revised Implementing Rules and Regulations (IRR) with
 the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THETREFORE, in consideration of the foregoing, the Parties undertake to enter into a JOINT
 VENTURE and sign a Joint Venture Agreement relative to their joint cooperation for this bid project, in the event
 that their bid is successful, furnishing the PABAC a duly signed and notarized copy thereof within ten (10) calendar
 days from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated
 responsive bid (as the case may be).

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following
 party shall be the authorized representative of the JV:

JV Partner (Name of Company)

Authorized Rep of the JV Partner: (Per attached Secretary's Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part to enter into the Joint Venture and/or sign the Joint Venture Agreement
 for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by PABAC of the
 Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be
 imposed by PABAC under the provisions of Republic Act (RA) No 9184 and its Revised Implementing Rules and
 Regulations (IRR) , without any liability on the part of PABAC.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-
 written.

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines.
 Affiant exhibited to me his/her competent Evidence of identity (as defined by the 2004 Rules on Notarial Practice
 _____ issued _____ at _____, Philippines.

Doc No: _____
 Page No: _____
 Book No: _____
 Series of: _____

NOTARY PUBLIC

Bidder's Company Letterhead

**Procurement of Motorcycle
Bid Ref. No. ORD PABAC2-028-24**

CERTIFICATE OF JOINT VENTURE NON-EXISTENCE

This is to certify that _____ (name of bidder) _____ will be participating **without a joint venture partner** in the procurement of _____ (name of project) _____. Further, the undersigned acknowledges that **Joint Venture Agreement is Not Applicable** for the abovementioned project.

CERTIFIED CORRECT:

Name and Signature of Bidder/Authorized Representative

Position

Date

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION FORM

Procurement of Motorcycle Bid Ref. No. ORD PABAC2-028-24

To: *[Insert name and address of the Procuring Entity]*

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] *[Insert Signatory's Legal Capacity]*
Affiant

[Jurat]

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__
at _____, Philippines.

[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____
at _____, Philippines, by the affiant/s
himself/herself/themselves whom I was able to personally identify through his/her/their
[insert type of valid government identification card used], which he/she/they has/have
presented to me.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc No: _____
Page No: _____
Book No: _____
Series of: _____

Bid Form

Date : _____

Bid Ref. No. : _____

To: PHILIPPINE ARMY BID AND AWARDS COMMITTEE 2

Having examined the Bidding Documents including the Supplemental/Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Bidding Documents;

b. to provide a performance security in the form, amounts, and within the times prescribed in the Bidding Documents;

c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the Bidding Documents.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Bidder's Company Letterhead
Procurement of Motorcycle
Bid Ref. No. ORD PABAC2-028-24

FINANCIAL BID FORM

Description	Qty (Units)	ABC Price		Bidder's Proposal	
		U/P	Total Price	U/P	Total Price
Motorcycle	24	98,000.00	2,352,000.00		
Total Bid Price (Amount in words):					

Note: If the particular column is not applicable indicate **N/A**.

Conforme:

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Date

Bidder's Company Letterhead
Procurement of Motorcycle
Bid Ref. No. ORD PABAC2-028-24

PRICE SCHEDULE
For Goods Offered From Abroad

Name of Bidder _____, Bid Ref Nr ___. Page ___ of ___.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Qty	Unit price CIF port of entry (specify port) or CIF named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered at Place (DAP)	Unit price Delivered Duty Paid (DDP)	Total Price -(if DAP col 4X7) -(If DDP col 4X8)

Note: If the particular column is not applicable indicate **dash (-)** or **zero (0)**, as applicable.

_____ *[signature]*

_____ *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

Bidder's Company Letterhead
Procurement of Motorcycle
Bid Ref. No. ORD PABAC2-028-24

PRICE SCHEDULE
For Goods Offered From Within the Philippines

Name of Bidder _____ Bid Ref Number __. Page _____ of _____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Note: If the particular column is not applicable indicate **dash (-)** or **zero (0)**, as applicable.

_____ *[signature]*

_____ *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- (a) Bidding Documents
 - (i) The Schedule of Requirements;
 - (ii) Technical Specifications;
 - (iii) General Conditions of Contract;
 - (iv) Supplemental or Bid Bulletins, if Any

(b) Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

(c) Performance Security

(d) Notice of Award, and the Bidder’s conforme thereto, and

(e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Bidding Documents. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for

[Insert Procuring Entity]:

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

NOTE: The acknowledgment must conform to the 2004 Rules on Notarial Practice (Supreme Court of the Philippines A.M. No. 02-8-13-SC and/or any appropriate law

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:

- i. Procuring Entity has no claims filed against the contract awardee;
- ii. It has no claims for labor and materials filed against the contractor; and
- iii. Other terms of the contract; or

b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020 and GPPB Resolution No. 09-2020 dated 07 May 2020 to be used as an alternate performance security during a state of calamity or imposition of community quarantine.

**Special Bank Guarantee or Irrevocable Standby Letter of Credit
(For Retention Money, As Applicable)**

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

WHEREAS, _____ with principal offices located at _____ (hereinafter called "the Contractor/Supplier") has undertaken, in pursuance of _____ dated _____ to execute supply of _____ at _____.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor/Supplier shall furnish you with a Special Bank Guarantee / Irrevocable Standby Letter of Credit (as applicable) by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall be fully met;

AND WHEREAS, we have agreed to give the Contractor/Supplier such a Special Bank Guarantee/ Irrevocable Letter of Credit (as applicable);

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of PhP _____ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon you first written demand and without cavil or argument, any sum or sums within the limits of PhP _____ as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby further affirm that this bank guarantee/standby letter of credit (as applicable) is irrevocable and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from patent and latent defects and to warrant that all conditions imposed under the contract have been fully met by the Contractor/Supplier.

We hereby waive the necessity of your demanding the said debt from the Contractor/Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until _____ or a minimum of one (1) year, whichever comes later.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

Form of Performance Security (Bank Guarantee)

To : PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 2
Fort Andres Bonifacio, Metro Manila

WHEREAS, [insert name and address of Supplier] (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute [insert name of contract and brief description] (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [insert amount of guarantee]5 proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [insert amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR _____
NAME OF BANK _____
ADDRESS _____
DATE _____

Bidder's Company Letterhead
Procurement of Motorcycle
Bid Ref. No. ORD PABAC2-028-24

**MANUFACTURER'S CERTIFICATION ON CONFORMANCE TO THE PROJECTS
 TECHNICAL SPECIFICATIONS AND TEST AND ACCEPTANCE PROCEDURES**

I, _____, Production Engineer/Technical Personnel of _____(Name of Foreign Company/Bidder) hereby certify that I have read and understood each and every page of the Technical Specifications and Test and Acceptance Procedures, Procurement of _____for Philippine Army under Bid Ref Nr _____ copies of which we have acknowledged to have received on _____.

I/WE understand that having issued this Certification, we conform to the requirements of the above-stated Project as detailed in the Technical Specifications and other Technical documents and that, in the event that the Contract for the Project is awarded to us, we certify to complete and accomplish our obligations in accordance with, the term and conditions of the said project. This Certification is part of our Technical Bid for the above-mentioned project.

I/WE are executing this Certification to attest to the truth of the foregoing fact/s.

Name

Signature

PRODUCTION ENGINEER/ TECHNICAL PERSONNEL
Position in the Company

Date

