

PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE

Fort Andres Bonifacio, Metro Manila

Procurement of Jack Hammer with Compressor for 55EBde, PA

ENG'G PABAC 002-20

Lot	Description	Qty (Items)	ABC (Pesos)
1	Jack Hammer with Compressor	4	PhP4,050,000.00

Bidding Date: 23 December 2020 (Wednesday) @ 10:00 A.M.

**Sixth Edition
July 2020**

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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 Jack Hammer with Compressor for 55EBde, PA

BID REF ENG'G PABAC 002-20

1. The Philippine Army, through the [Advice of Sub-Allotment \(ASA\) Number 2200-2020-0448 dated 23 September 2020](#) duly signed by **COL PEDRO C BALISI JR MNSA (CAV) PA**, Chief OAFM, PA intends to apply the following sum being the Approved Budget for the Contract (ABCs) as payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

Lot	Description	Quantity (Items)	ABC (Pesos)
1	Jack Hammer with Compressor	4	PhP4,050,000.00

2. The Philippine Army now invite Bids for the above project.

Required delivery period and delivery place shall be as follows:

Delivery Period	Delivery Place
Within Ninety (90) calendar days after Receipt of Notice to Proceed.	Headquarters 55 th Engineer Brigade, Brgy Ma Christina, Balo-i, Lanao del Norte, Philippines

Bidders should have completed within **five (5) years** from the date of Submission and Receipt of Bids a Contract similar to the project.

The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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) No. 9184 otherwise known as the "Government Procurement Reform Act".

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from PABAC1 Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 am to 4:00 pm.

5. The complete set of Bidding Documents may be acquired/purchased by interested Bidders on **December 07, 2020** during office hours (8:00 am - 4:00 pm) from the given address and websites below in the amount of **PhP5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means.

6. The Philippine Army through PABAC1 will hold a Pre-Bid Conference on the time and date as specified below at the Office of the PABAC1, Fort Andres Bonifacio, Taguig, M.M. and/or through video conferencing or webcasting via zoom, which shall be open to prospective bidders.

7. Bids must be duly received by the PABAC1 Secretariat through manual submission at the office address indicated below on or before the date of submission of bids as specified below. 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 the date as specified below and at the given address below through in person (face to face) and/or through video conferencing or webcasting. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The schedule of the bidding activities shall be as follows:

ACTIVITIES	TIME	VENUE
1. Sale and Issuance of Bidding Documents	8:00 am to 4:00 pm only Mondays - Fridays starting Date: <u>December 07, 2020</u>	Office of the PABAC1, Fort Andres Bonifacio, Taguig, M.M
2. Pre-Bid Conference	Date: <u>December 11, 2020 (Fri) @ 10:00 A.M.</u>	BGEN DANILO O CARIÑO PA PABAC1 Chairperson <i>Contact Nr. 845-9555 local 6891 / Fax Nr. 845-9555 local 6893, +63917-648-2806/+63908-932-5241 or at its email address at pabacsec@gmail.com.</i>
3. Submission and Opening of Bids	Date and Time: <u>December 23, 2020 (Wed) @10:00 A.M.</u>	

10. 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.

11. For further information, please refer to:

Office of the PA Bids and Awards Committee 1
Fort Andres Bonifacio, Metro Manila

BGEN DANILO O CARIÑO PA
PABAC1 Chairperson

*Contact Nr. 845-9555 local 6891 / Fax Nr. 845-9555 local 6893, **+63917-648-2806/+63908-932-5241** or at its email address at **pabacsec@gmail.com**.*

12. You may visit the following websites:

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

Date of Issue: _____

DANILO O CARIÑO
BGEN PA
PABAC1 Chairperson

SECTION II. INSTRUCTION TO BIDDERS

1. Scope of Bid

The Procuring Entity, **Philippine Army** wishes to receive Bids for the **Procurement of Jack Hammer with Compressor for 55EBde, PA** under **ENG'G PABAC 002-20**.

The Procurement Project (referred to herein as "Project") is composed **of one lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2020** in the amount of **Four Million Fifty Thousand Pesos (PhP4,050,000.00)**.

2.2. The source of funding is **The General Appropriations Act**.

3. Bidding Requirements

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.

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.

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

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. 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:
 - a. 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.
 - b. 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:
 - i. Completed **at least two (2) similar contracts**, the aggregate amount of which should be equivalent to **at least fifty (50%)** in the case of nonexpendable supplies of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to **at least half of the percentage** of the ABC as required above.
- 5.4. 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

7.1. 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.

However, 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 at its physical address indicated herein and/or through videoconferencing/webcasting as indicated in paragraph 6 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

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. 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.

10.3. 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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. 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.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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

- 12.1. 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:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. 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:
 - i. 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.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. 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.

13.2. 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 until **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 non-responsive.

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 9 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

18.1. 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 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

- 20.1. 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			
5.2	Foreign Bidders must be duly represented by an authorized local representative .		
5.3	For this purpose, contracts similar to the Project shall mean “Supply and Delivery of Jack Hammer with Compressor” which must be completed within five (5) years prior to the deadline of the submission and receipt of bids.		
7.1	Subcontracting is not allowed.		
12	For the given scope of work in this contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon price approval of the GPPB in accordance with section 61 of RA RA 9184 and its IRR.		
12	The price of the Goods shall be quoted Delivered-Duty-Paid (DDP) to be delivered at: Headquarters 55th Engineer Brigade, Brgy Ma Christina, Balo-i, Lanao del Norte, Philippines.		
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than Eighty-One Thousand Pesos (PhP81,000.00) which is equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than Two Hundred Two Thousand Five Hundred Pesos (PhP202,500.00) which is equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.</p> <p>Note: The bid security shall be payable to the Procuring Entity, however, if it is the form of manager's check, it shall be payable to the collecting officer, Finance Center, PA</p>		
15	Each Bidder shall submit One (1) original copy and two (2) photo copies of the first and second components of its bid. Each components of the bid must be sealed in two (2) separate envelopes duly labeled. Likewise, the two (2) separate envelopes shall be sealed in one (1) big envelope or carton box duly labeled.		
19.3	The Project shall be awarded as one contract .		
	Lot	Description	Qty (Items)
	1	Jack Hammer with Compressor	4
			ABC (Pesos)
			PhP4,050,000.00
20.2	POST-QUALIFICATION REQUIREMENTS		
	TAB	Additional Post Qualification Requirements	Legal Basis
	A	PhilGEPS Certificate of Registration (Platinum Membership) if not submitted during the bid opening	2016 Revised IRR of RA 9184

	B	Attachments of PhilGEPS (Platinum Registration) <ul style="list-style-type: none"> • Registration Certificate from Securities and Exchange Commission (SEC) for Corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document • Current and valid Mayor's Permit or Business Permit • Tax Clearance Certificate per Executive Order 398, Series of 2005. • Latest Audited Financial Statement 	2016 Revised IRR of RA 9184
	C	Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing Payment System (Efps)	2016 Revised IRR of RA 9184
	D	Supporting documents for the ongoing Government / Private Contract and the Single Largest Completed Contract. <ol style="list-style-type: none"> 1. Notice of Award or Notice to Proceed, Contract, Purchase Order or its equivalent issued by the end-user; and 2. Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) Report, Sales Invoices with Official Receipts, End-User's Acceptance or its equivalent provided that the same expressly states that the goods were received in good condition 3. Certificate of Performance Evaluation of Single Largest Completed Contract 	2016 Revised IRR of RA 9184
	E	Certificate of Notarial Commission of the lawyer who notarized the documents submitted by the bidder	2016 Revised IRR of RA 9184
	F	Company Profile	2016 Revised IRR of RA 9184
	G	Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is not Blacklisted if not submitted during the bid opening	2016 Revised IRR of RA 9184
	<i>Note: Failure to submit following requirements on time, or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disqualify the bidder for award.</i>		
21.1	No Further Instruction		
21.2	For foreign bidders: Submission of within ten (10) calendar days from NOA the SEC Certificate of Registration of the foreign corporation and/or the Authority or License from the Appropriate Agency (pursuant to GPPB Reso 25-2019)		

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 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

5.1 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.

5.2 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

SPECIAL CONDITIONS OF CONTRACT	
GCC Clause	
	<p>Delivery and Documents –</p> <p>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><i>For Goods Supplied from Abroad:</i> The delivery terms applicable to the Contract are “Delivered-Duty-Paid” (DDP) Delivered at Headquarters 55th Engineer Brigade, Brgy Ma Christina, Balo-i, Lanao del Norte, Philippines. In accordance with INCOTERMS.”</p> <p><i>For Goods Supplied from Within the Philippines:</i> “The delivery terms applicable to this Contract is “delivered at Headquarters 55th Engineer Brigade, Brgy Ma Christina, Balo-i, Lanao del Norte, Philippines”. 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. Deliveries for “safekeeping” are allowed. However, the Procuring Entity is not liable of any damage/s that may be incurred while the goods are on safekeeping.</p> <p>The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i> Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (ii) Original Supplier’s factory inspection report; (iii) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; (iv) Original and four copies of the certificate of origin (for imported Goods);

- (v) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; and
- (vi) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on-board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; and
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is: PA TIAC for Engineer Items/Equipment, APAO, OAFM.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- 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.

Packaging

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.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

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.

The packaging, marking, and documentation shall be in accordance with the manufacturer's standard.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF,

	<p>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.</p> <p>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 <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights 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> <p>For the given project in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A 9184 and its 2016 Revised IRR.</p>
<p>2.2</p>	<p>The terms of payment shall be one (1) time payment.</p> <p>Payment shall be made by check for local supplier/manufacturer or through LC in case of foreign supplier /manufacturer.</p> <p>Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the prescribed delivery schedule of this Contract and have been duly inspected and accepted.</p>

4	<p>The inspections and tests that will be conducted are:</p> <p>A. 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 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><u>Moreover, the PQ Team will conduct validation to other government agencies if the supplier/manufacturer is not blacklisted.</u></p> <p>B. PRE-SHIPMENT/PRE-DELIVERY INSPECTION AND TEST:</p> <p>All items shall be subjected to Pre-Delivery Inspection (PDI) by the Philippine Army.</p> <p>1. <u>For Foreign Manufacturers:</u></p> <p>a. All Items shall be subjected to pre-shipment/ pre-delivery inspection and the test (PDI) by the Philippine Army representatives. The PDI shall be conducted not later than sixty (60) days prior to the expiry of the required delivery period at the goods' country of origin.</p> <p>b. 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.</p> <p>c. The Manufacturer shall ensure that the Inspection Team will be allowed to jointly participate in the conduct of the testing procedures.</p> <p>d. Supplier shall shoulder all the costs and expense of travel (via/IATA member airlines in case of international travel) and accommodation including Daily Subsistence Allowance (pursuant to Section 8, EO 298) and securing visas as necessary and travel insurance of all the Inspection Team Members. In this regard, supplier is required to ISSUE the required written invitations to the Inspection team through Philippine Army relative to the PDI within seven (7) calendar days from receipt of NTP.</p> <p>e. Supplier shall conduct product/inspection and pre-departure briefing to orient the members of the Inspection team at least one (1) week prior to departure date. 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</p>
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submitted to the inspection team during the pre-departure briefing.

f. Failure to provide such invitation per paragraph *d* above may result in delays in release of required travel orders for the inspection team and may subject the supplier to applicable sanctions including liquidated damages due to late delivery.

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 in accordance to NATO or equivalent standard.

Cost of testing including the cost of sample shall be for the account of the supplier. The samples shall be over and above the quantity to be delivered.

2. For Local Manufacturers:

a. Pre-delivery inspection of the items to be conducted by Philippine Army Inspection Team at the Manufacturer's local facilities, Government Arsenal Facilities, or at an authorized third-party testing facility.

b. All incidental and related expenses relative to inspection shall be for the account of the manufacturer.

c. Acceptance Tests to be conducted as per prescribed Test and Acceptance Procedures. **(Section VII) Cost of samples to be used for testing shall be for the account of the manufacturer. The samples shall be over and above the quantity to be delivered.**

Date of Manufacture of Item: All items must have a manufacturing date which should not be more than **one (1) year** from date of delivery;

C. Final Inspection and Acceptance 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;

1. Final Inspection and Acceptance Report by the PA-TIAC for Engineer Items/Equipment ;
2. OAFM Inspection Report;
3. SAO/APAO Acceptance Report;

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.

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>In case items are rejected, PA-TIAC for Engineer Items/Equipment shall issue Certificate of Non- Acceptance on the cause of non-compliant of the 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>
5.1	<p>The warranty shall be covered by, either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to 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 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 PA-TIAC for Engineer Items/Equipment 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 GCC Clause 5.2.</p>
5.2	<p>The period for repair or replacement for the defective goods or parts thereof shall be within Sixty (60) Calendar Days (maximum) upon receipt of the Notice of Defects.</p>

SECTION VI. SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Lot	Description	Qty (Items)	Delivery Period	Delivery Place
1	Jack Hammer with Compressor for 55EBde, PA	4	Within Ninety (90) Calendar Days upon receipt of NTP by the supplier, which date shall not be later than seven (7) calendar days from the issuance of NTP; should the supplier fail to comply, the delivery period shall commence.	Headquarters 55th Engineer Brigade, Brgy Ma Christina, Balo-i, Lanao del Norte, Philippines.

CONFORME:

Name of Company (in print)

Signature of Company Authorized Representative

Designation (in print)

Date

SECTION VII. TECHNICAL SPECIFICATIONS

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**HEADQUARTERS
PA-TWG FOR INFRA / ENGINEER ITEMS & EQUIPMENT
Fort Andres Bonifacio, Metro Manila**

PA -TWG

**TECHNICAL SPECIFICATIONS
(JACK HAMMER WITH AIR COMPRESSOR)**

ITEM	DESCRIPTION	SPECIFICATIONS
A	JACK HAMMER	Brand new
1	Ave air compression	Min 70 CFM
2	Air Hose Length	Min ¾"dia x 50ft
3	Standard Accessories	Bolt & Clamp ¾", Hose end ¾" and Female Coupling ¾"
B	AIR COMPRESSOR	Brand new, Manufacturer's Current Model
1	Power source	Diesel Fed
2	Air delivery	Min 90 CFM
3	Pressure	Min 100 psi
4	Oiler	Min 1L capacity
C OTHER REQUIREMENTS		
1	TOOLS and MANUALS	Four (4) sets of operation, parts and service manuals shall be supplied per unit ordered. 1 set tool kit (1 ea plier, 1 ea adjustable wrenches 12-14-18-19-21, Phillip and flat screw, with tool box per unit ordered. Special Tools for Hack Hammer with Air Compressor
2	PERSONAL PROTECTIVE EQUIPMENT (PPE)	Three (3) set of PPE consists of Hard Hat; Eye Goggles, working gloves, Reflectorized Vest and first Aid Kit conformed to International Standards per unit ordered.
3	WARRANTY	One (1) year warranty certificate shall be submitted. Joint Certification (from the manufacturer and the bidder) for 7-Year Market Availability of Supply of Critical Spare Parts and Components shall be submitted duly notarized
4	TRAINING	A formal training for at least five (5) operators and technicians on the proper operation and maintenance of the machine shall be conducted. Proposed Training Plan for the Maintenance and Operation of the machine
6	MAINTENANCE PLAN	Proposed 3-year annual maintenance plan for the machine shall be submitted.
7	CERTIFICATION	ISO Certificates, compliant to ISO 9001:2008 to be submitted



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_____ Name of Company (in print)
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_____ Designation (in print)
_____ Date

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Submitted by:

Recommended by:



LAWRENCE C CARREON
Colonel MNSA (CE) PA
Chairman, PA TWG for Engr ITEMS/EQPMT



GERARDO P CATINDOY
Colonel GSC (CE) PA
Army Chief of Engineers

Approved by:



MACAIROG S ALBERTO
Lieutenant General, AFP
Commanding General, PA



Honor. Patrio

CONFORME:
_____ Name of Company (in print)
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_____ Designation (in print)
_____ Date

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**HEADQUARTERS
PA-TWIG FOR INFRA / ENGINEER ITEMS & EQUIPMENT
Fort Andres Bonifacio, Metro Manila**

PA-TWIG

TEST AND ACCEPTANCE PROCEDURES FOR JACK HAMMER WITH AIR COMPRESSOR

1. GENERAL

- 1.1. Scope:** This Test and Acceptance Procedure shall apply to Jackhammer with Air Compressor.
- 1.2. Objective:** To determine compliance to the requirements of the specification on the vehicle's physical characteristics and operational performance.
- 1.3. Methodology:** The Test and Evaluation is divided into two (2) phases.

1.3.1. Physical Inventory and Inspection – Upon notice of delivery, the Technical Inspection and Acceptance Committee (TIAC) shall conduct physical inventory and inspection of all delivered fire trucks with their components, standard accessories, devices, tools and auxiliary machine as identified in the Delivery Receipt (DR) or listing and cross reference with technical specification. Any defects or deficiency noted in part or any particular components, standard accessories, devices, tools and auxiliary machine shall be properly corrected in coordination with the bidder concern.

1.3.2. Functional and Performance Test – Functionality test shall be conducted on all Jackhammer with air compressor including its components, standard accessories, devices, tools and auxiliary machine using its applicable brochures and or operating manual to establish its respective function as indicated therein to determine compliance to the technical inspections and submitted product specification of the bidder.

1.3.3. The inspection includes manual, visual, gauging and verification of the specification for compliance to the Technical Specifications and other Mandatory Requirements set forth in the contract. The functional tests shall consider factors that will affect the evaluation such as the testing environment, traffic condition, and availability of test facility/machine. Safety of the test committee shall be given premium at all times. Other stakeholders shall be allowed to witness the evaluation to ensure transparency and immutability.

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2. TEST PARAMETERS

ITEM	DESCRIPTION	STANDARD SPECIFICATIONS	TEST PROCEDURE/PARAMETERS (Visual, Documentary, Functional, Operational)	TEST RESULT		REMARKS
				PASS	FAIL	
A	JACK HAMMER	Brand new, Jack Hammer	Visually inspect the plate ratings of the Jack Hammer with air compressor and compare the specifications based on the submitted Certifications and with the required engine Technical Specifications. Inspect if the delivered equipment is Brand New.			
	1	AVE AIR COMPRESSOR	Min 70 CFM	Conduct functional tests to determine compliance to other specifications as appropriate and record observation. Fuel Tank must be half full upon delivery.		
	2	AIR HOSE LENGTH	Min 3/4" dia x 50ft	Measure the size diameter and length of the hose and record the dimensions.		
3	STANDARD ACCESSORIES	Bolt & Clamp 3/4", Hose end 3/4" and Female Coupling 3/4"	Visually inspect the Standard Accessories delivered with the Jackhammer WITH air compressor based on submitted Certifications and required Technical Specifications. Likewise, conduct appropriate dimensional and functional tests to determine other compliances to the required technical specifications and record observations.			

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B AIR COMPRESSOR		Brand new, Manufacturer's Current Model	Inspect if the delivered Air compressor is Brand New.
1	Power source	Diesel Fed	Inspect the gas tank/fuel tank of the air compressor. The delivered item must be diesel fed.
2	Air delivery	Min 90 CFM	Conduct functional testing and determine if the air compressor can deliver a minimum of 90CFM air.
3	Pressure	Min 100 psi	Conduct functional testing and determine if the air compressor can deliver a minimum of 100psi air pressure.
4	Oiler	Min 1L capacity	Inspect the oiler of the compressor and determine if it can hold a minimum of 1L.
C OTHER REQUIREMENTS			
1	TOOLS and MANUALS	Four (4) sets of operation, parts and service manuals shall be supplied per unit ordered. 1 set tool kit (1 ea plier, 1 ea adjustable wrenches 12-14-18-19-21, Phillip and flat screw, with tool box per unit ordered. Special Tools for Jack Hammer	Visually inspect the completeness of the tools and manuals required in the Technical Specifications.
2	PERSONAL PROTECTIVE EQUIPMENT (PPE)	Three (3) set of PPE consists of Hard Hat, Eye Goggles, Reflectorized Vest and first Aid Kit conformed to International Standards per unit ordered.	Visually inspect the completeness of the Personal Protective Machine and First aid kits required in the Technical Specifications.
3	WARRANTY	One (1) year warranty certificate shall be submitted.	Inspect the Warranty Certificate that will be presented by the bidder. The warranty certificate must be original and specify the minimum warranty required.

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CONFORME:	
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Date	

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		Joint Certification (from the manufacturer and the bidder) for 7-Year Market Availability of Supply of Critical Spare Parts and Components shall be submitted	Inspect the Joint Certification that will be presented by the bidder. The warranty certificate must be original and specify the minimum warranty required.				
4	TRAINING	A formal training for at least five (5) operators and technicians on the proper operation and maintenance of the machine shall be conducted.	Require a copy of certification from the bidder that a formal training for proper operation and maintenance will be conducted by the bidder.				
		Proposed Training Plan for the Maintenance and Operation of the machine	Require a Proposed Training Plan				
5	MAINTENANCE PLAN	Proposed 3-year annual maintenance plan for the machine shall be submitted.	Require a Proposed 3-year Maintenance Plan				
6	CERTIFICATION	ISO Certificates, compliant to ISO 9001:2015 to be submitted upon completion of delivery	Supplier to present the certifications Required for the Jackhammer WITH air compressor				

3. PASS/FAIL CRITERIA

The rating that shall be applied during the inspection of the delivered equipment is a non-discretionary Pass (P) or Fail (F) criteria. Lacking requirements shall be provided. Units with un-operational part/accessories or failed to pass any of the inspection and test parameters shall be corrected, repaired or replaced by the bidder as per provisions of the contract.

Submitted by:

Recommended by:

Approved by:


LAWRENCE C CARREON
 Colonel MNSA (CE) PA
 Chairman, PA TWG for Engr ITEMS/EQPMT


GERARDO P CATINDOY
 Colonel GSC (CE) PA
 Army Chief of Engineers


MACAIROG S ALBERTO
 Lieutenant General, AFP
 Commanding General, PA



Honor: Patriotism, Duty

CONFORME:

 Name of Company (in print)

 Signature of Company Authorized Representative

 Designation (in print)

 Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

TAB	I. TECHNICAL COMPONENT ENVELOPE
Class "A" Documents	
Legal Documents:	
A	<p>All bidders shall upload and maintain in PhilGEPS a current and updated file of the following Class "A" eligibility documents.</p> <p><u>ELIGIBILITY DOCUMENTS FOR LOCAL MANUFACTURERS:</u></p> <p>Submission of valid and current PhilGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A in lieu of items (i), (ii), (iii), and (iv) above, in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.</p> <p>In case the bidder opts to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Registration) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. "GPPB Circular 07-2017 dated 31 July 2017"</p> <p style="text-align: center;">OR</p> <p>(i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;</p> <p>(ii) Valid and current Business/Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas;</p> <p>In case of recently expired Mayor's/Business permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement;</p> <p>(iii) Valid and Current Tax Clearance issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;</p> <p>(iv)</p>

ELIGIBILITY DOCUMENTS FOR FOREIGN SUPPLIERS / MANUFACTURERS:

The following eligibility requirements or statements must be submitted to the BAC:

CLASS "A" DOCUMENTS

(i) **Valid and current certificate/license/authority to conduct/operate business** issued by the regulatory authority in the country where the bidder is based;

(ii) **Valid and Current Tax Clearance** issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

OR

Submission of **valid and current PHILGEPS Certificate of Registration and Membership (Platinum Registration*)** together with Annex A.

In case of Joint Venture (JV), both parties must submit *PhilGEPS Certificate of Registration and Membership (Platinum Registration)*.

*For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a **Certificate of In-existence of Appropriate Foreign Equivalent** may be submitted.*

For Foreign Bidders, the foregoing documents may be substituted by the appropriate equivalent documents in English, if any, issued by the country of the bidder concerned. Otherwise, it must be accompanied by a translation of the documents in English issued by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate. A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has

entered into force for that State.

A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under “Competent Authorities”.¹

These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).

***Note:** Bidder must ensure that all **Class “A”** Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including the **Audited Financial Statements** (stamped received by the BIR or its duly accredited and authorized institution).

In case the bidder opts to submit their **Class “A”** Documents, the Certificate of PhilGEPS Registration (Platinum Registration) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. **“GPPB Circular 07-2017 dated 31 July 2017”**

In case of foreign bidders, the eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 8.5.2 paragraph

	<p>4 of the 2016 revised IRR of RA No. 9184, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.</p> <p><i>1. Apostille Handbook, A Handbook on the Practical Operation of the Apostille Convention, p. xviii. Netherland: The Hague Conference on Private International Permanent Bureau.</i></p>
<p>Technical Documents:</p>	
<p>B</p>	<p>Statement of all Ongoing Government and Private Contracts (SOGPC), including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (Annex 1)</p>
<p>C</p>	<p>Duly signed Statement of Single Largest Completed Contract (SLCC) of similar nature within the last <u>Five (5) years</u> from the date of the Receipt and Opening of Bid Envelope (ROBE) (Annex 2)</p> <p>1) For non-expendable supplies, completed at least one (1) contract similar to the contract to be bid equivalent to at least fifty percent (50%) of the ABC of the Project to be bid; or</p> <p>2) 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>Similar contract(s) must be supported by the following documents to be submitted during Post-Qualification:</p> <p><u>For Government Contract:</u></p> <p>1 The Notices of Award or Notices to Proceed or Contract or Purchase Order issued by the end-user; and</p> <p>2 Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) report or Sales Invoices with Official Receipts or its equivalent provided that the same expressly state the goods were received in good condition.</p> <p><u>For Private Contract:</u></p> <p>1 Contract or Purchase Order issued by the end-user; and</p> <p>2 Certificates of Completion and/or End-Users Acceptance or Sales Invoices with Official Receipts or its equivalent provided that the same expressly state the goods were received in good condition.</p> <p><u>Note: The two statements (SOGPC and SLCC) required shall indicate for each contract, the following:</u></p> <p>(ii.1) name of the contract;</p> <p>(ii.2) date of the contract;</p> <p>(ii.3) contract duration;</p> <p>(ii.4) owner’s name and address;</p> <p>(ii.5) kinds of Goods;</p>

	<p>(ii.6) For Statement of Ongoing Contracts – amount of contract and value of outstanding contracts;</p> <p>(ii.7) For Statement of SLCC – amount of competed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;</p> <p>(ii.8) date of delivery</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 Delivery of Jack Hammer with Compressor.</p>
<p style="text-align: center;">D</p>	<p>Bid security must be issued in favor of the PHILIPPINE ARMY in any of the following forms:</p> <ol style="list-style-type: none"> 1) Bid Securing Declaration per (Annex 3); 2) Cash or Cashier’s/Manager’s Check, Bank Guarantee/draft or Irrevocable LC - equivalent to at least 2% of the ABC; or 3) Surety bond callable upon demand equivalent to at least 5% of the ABC; <p>Notes:</p> <ol style="list-style-type: none"> 1) <i>The Cashiers/Managers Check shall be issued by a Local Universal or Commercial Bank.</i> 2) <i>The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Local Commercial Bank. <u>Provided, that it shall be confirmed or authenticated by Universal or Commercial Bank if issued by a Foreign Bank.</u></i> 3) <i>Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must conform with the following:</i> <ol style="list-style-type: none"> a) <i>Issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a copy of a valid Certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.</i> b) <i>Callable upon demand</i>

	The bid security shall be payable to the Philippine Army , however if it is in the form of manger's check, it shall be payable to the collecting officer, Finance Center, Philippine Army .
E	1 Warranty Undertaking (Annex 5-A)
	2 Certificate of Replacement for Defective Items (Annex 5-B)
	3 Certificate of Performance Evaluation (Annex 5-C) Showing a rating of at least Satisfactory, issued by the Bidder's client of the Single Largest Completed Contract of Similar Nature per submitted Annex 2.
F	Completed and Signed Technical Bid Form and other Technical Documents:
	1 Conformance to Schedule of Requirements (Refer to Section VI)
	2 Conformance to Technical Specifications (Refer to Section VII)
	3 Conformance to Test and Acceptance Procedures (Refer to Section VII)
	4 Certificate from the Manufacturer that the supplier is an authorized distributor in the country
5 Duly notarized certification issued by at least two (2) clients that the company has a good track record of after sales service within the last five (5) years prior to the submission and opening of quotations / proposals shall be required, verification and validation thereof shall be conducted during post-qualification.	
G	Colored Brochure or Technical Data Sheet with pictures showing compliance to the required Technical Specifications of the Item.
H	Manufacturer's Certification of Conformance from its Technical Department or Production Department or Quality Assurance Department.
I	Current and valid ISO (9001:2015) Certificate under the name of the manufacturer issued by an independent certifying agency of the item. The validity or scope of the ISO or other certificate must cover the production, design, manufacturing, and inspection of the items subject of the bidding.
J	Omnibus Sworn Statement in accordance with Section 25.3 of the 2016 Revised IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms. (Annex 6)
Financial Documents	
K	Copy of Audited Financial Statements for 2019 and 2018 (in comparative form or separate reports): (a) Independent Auditor's Report; (b) Balance Sheet (Statement of Financial Position); and (c) Income Statement (Statement of Comprehensive Income) <i>Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions or submission through the AFS esubmission in accordance with revenue memorandum circular no. 49-2020, June 1,</i>

	<p><u>2020.</u></p> <p>Duly signed Certificate of Net Financial Contracting Capacity (NFCC) per Annex 7 in accordance with ITB Clause 5.5 or Committed Line of Credit per Annex 4.</p> <p><i>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</i></p> <p>Notes:</p> <ol style="list-style-type: none"> 1. The phrase “the values of the bidder’s current assets and current liabilities” shall be based on the Corporate Financial Statements or Annual Report for 2019 and 2018. 2. The value of all outstanding or uncompleted contracts refers to those listed in Annex 1. 3. The detailed computation must be shown using the required formula provided above. 4. The NFCC computation must at least be equal to the ABC of the project. <p>Should the bidder opt to submit a Committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by a Local Universal or Local Commercial Bank. The amount of the committed Line of Credit MUST BE MACHINE VALIDATED. (Annex 4).</p> <p><u>For Joint Venture:</u> <i>The Joint Venture (JV) partner responsible for submitting the NFCC shall likewise submit the Statement of all its on-going contracts and Audited Financial Statements.</i></p>
	<p>Class “B” Documents</p>
<p>M</p>	<p>The participating entities entering a Joint Venture Agreement (JVA) are to be treated as a single entity and shall be jointly and severally responsible or liable for the obligations and liabilities incurred by any partner to the JV pertinent to the project requirements.</p> <p>Hence, any Blacklisting Order and/or overdue deliveries intended for end-user shall apply to the JVA as the JV is deemed as one bidder.</p> <p>1. <u>For Joint Ventures</u>, Bidder to submit either:</p> <ol style="list-style-type: none"> (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. **(Annex 8-A)**

*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.*

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture must specifically state the name of the **local company and or person**, as well as the **member company/partner** of the JV and/or the **lead person** appointed as the authorized representative/s and the lawful attorney-in-fact of the JV if awarded the contract.

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. (Annex 8-B)

2. Each JV Partner, must also submit the following:

Local JV Partner:

(i) **Registration Certificate** from the Securities and Exchange Commission (SEC) for corporations or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;

(ii) **Valid and current Business/Mayor's permit** issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas. In case of recently expired Mayor's/Business permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement;

(iii) **Valid and Current Tax Clearance** issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

(iv) **Copy of Audited Financial Statements** for 2019 and 2018 (in comparative form or separate reports):

(a) Independent Auditor's Report;

(b) Balance Sheet (Statement of Financial Position); and

(c) Income Statement (Statement of Comprehensive Income).

Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.

Foreign JV Partner:

	<p>(i) Valid and current certificate/license/authority to conduct/operate business issued by the regulatory authority in the country where the bidder is based;</p> <p>(ii) Valid and Current Tax Clearance issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.</p> <p>(iii) Corporate Financial Statement or Annual Report for 2019 and 2018.</p> <p style="text-align: center;">OR</p> <p>Submission of valid and current PHILGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A.</p> <p>For other required Class “A” Eligibility Documents, submission by any of the partner(s) constitutes collective compliance. Provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of All its Ongoing Contracts (Annex 1)</p> <p>The JVA should be specific to the project including the purpose and all supporting documents related thereto.</p> <p>In case JVA is not applicable, the bidder must submit a duly signed statement stating that JVA is not applicable in lieu of the foregoing (ANNEX 8-B).</p>
N	<p>Duly notarized Secretary’s Certificate, Board Resolution or Special Power of Attorney of the foreign manufacturer issued directly to its local authorized representative; or its equivalent document.</p> <p>a. Proof of Authority of the designated representative/s for purposes of the bidding.</p> <p>1. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR</p> <p>2. 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><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><u>For Foreign Suppliers/Manufacturers:</u></p> <p>b. 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.</p>

	<p>c. 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>(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>
O	<p>Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is not Blacklisted (Annex 9).</p> <p>In the absence of the said Certificate, the Bidder shall submit a proof of application of the same stamped received and signed by AFFPS.</p> <p>Note 1: In case of JV, <u>each JV Partner</u> must submit the same certificate or proof of application.</p> <p>Note 2: A signed request letter by the bidder addressed to AFPPS stamp received and signed by AFPPS will be considered as Proof of application.</p> <p>Note 3: Validation that the bidder is not Blacklisted will be made during the PQ.</p>
ENVELOP 2: FINANCIAL COMPONENT	
A	Original of duly signed Financial Bid Form; (Annex 10-A1)
B	Original of duly signed Brand Name and Country of Origin (Annex 10-A2)
C	Original of duly signed and accomplished Price Schedule(s) (Annex 10-A3).

Annexes

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Bid Ref. No. ENG'G PABAC 002-20
Approved Budget for the Contract: PhP4,050,000.00**

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Annex 1

(Bidder's Company Letterhead)

**Procurement of Jack Hammer with Compressor for 55EBde, PA
 Bid Ref. No. ENG'G PABAC 002-20
 Approved Budget for the Contract: PhP4,050,000.00**

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

Note: Original/Certified True Copies of POs/Contracts/Notice to Proceed to be presented only during Post Qualification if declared as the S/LCB.

1. All On-going Government Contracts:

(ii.1) Name of the Contract	(ii.2) Date of Contract	(ii.3) Contract Duration	(ii.4) Owner's Name & addresses	(ii.5) Kinds of goods	(ii.6) Amount of Contract and Value of Outstanding Contracts	(ii.8) Date of Delivery	(ii.9) OR Nr & Date, End-user's Acceptance date or Sales "Invoice with Collection Receipt (For those completed) (please attach)
Total							

2. All On-going Private Contracts:

(ii.1) Name of the Contract	(ii.2) Date of Contract	(ii.3) Contract Duration	(ii.4) Owner's Name & addresses	(ii.5) Kinds of goods	(ii.6) Amount of Contract and Value of Outstanding Contracts	(ii.8) Date of Delivery	(ii.9) OR Nr & Date, End-user's Acceptance date or Sales "Invoice with Collection Receipt (For those completed) (please attach)
Total							

CERTIFIED CORRECT:

 Name and Signature of Authorized Representative

 Position

 Date

Annex 2

(Bidder's Company Letterhead)

**Procurement of Jack Hammer with Compressor for 55EBde, PA
 Bid Ref. No. ENG'G PABAC 002-20
 Approved Budget for the Contract: PhP4,050,000.00**

Statement of Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from the Date of Submission and Receipt of Bids amounting to at least fifty percent (50%) of the ABC of each item being bid;

Or

- a.) Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least 50% of the ABC for this Project; **and**
- b.) The largest of these similar contracts must be equivalent to at least 25% of the ABC for this Project.

(ii.1) Name of the Contract	(ii.2) Date of Contract	(ii.3) Contract Duration	(ii.4) Owner's Name & address	(ii.5) Kinds of goods	(ii.7) Amount of Completed Contract/s	(ii.8) Date of Delivery	(ii.9) OR Nr & Date, End-user's Acceptance date or Sales "Invoice with Collection Receipt (For those completed) (please attach)

CERTIFIED CORRECT:

 Name and Signature of Authorized Representative

 Position

 Date

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

BID SECURING DECLARATION FORM

Procurement of Jack Hammer with Compressor for 55EBde, PA
Bid Ref. No. ENG'G PABAC 002-20
Approved Budget for the Contract: PhP4,050,000.00

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

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

Annex 3
(PAGE 2 OF 2)

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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 issue]*

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

(NAME OF BANK)
COMMITTED LINE OF CREDIT

Date: _____

Philippine Army Special 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 credit line shall be available within fifteen (15) calendar days after receipt by the Supplier/Distributor/Manufacturer/Contractor of the Notice of Award and such line of credit shall be 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

(Bidder's Company Letterhead)

WARRANTY UNDERTAKING

**Procurement of Jack Hammer with Compressor for 55EBde, PA
Bid Ref. No. ENG'G PABAC 002-20
Approved Budget for the Contract: PhP4,050,000.00**

I/We, _____ (Name) _____, _____ (Title/Capacity) _____, the duly authorized representative of _____ (Company/Bidder) _____, hereby commits that should we be awarded the contract, we will issue a Warranty Certificate in favor of the Philippine Army (PA) valid for **at least one (1) year** from date of final acceptance.

This Undertaking shall form part of the Technical Requirements for the aforesaid procurement project

Signature of Company Representative

Name & Designation

Date

(Bidder's Company Letterhead)

CERTIFICATE OF REPLACEMENT FOR DEFECTIVE PARTS

**Procurement of Jack Hammer with Compressor for 55EBde, PA
 Bid Ref. No. ENG'G PABAC 002-20
 Approved Budget for the Contract: PhP4,050,000.00**

I/We, _____ (Name) _____, _____ (Title/Capacity) _____, the duly authorized representative of _____ (Company/Bidder) _____, hereby commits that should we be awarded the contract, we will replace all defective items **within sixty (60) calendar days** upon receipt of Notice of Defects from the Philippine Army.

This Certification shall form part of the Technical Requirements for the aforesaid procurement project.

Issued this _____ day of _____ 20____ in _____, Philippines

 Name of Company (Bidder)

 Full Name of Authorized Representative

 Address

 Signature of Authorized Representative

 Tel. No./Fax

 E-mail Address

(Bidder's Client Company Letterhead)**CERTIFICATE OF PERFORMANCE EVALUATION**

Procurement of Jack Hammer with Compressor for 55EBde, PA
Bid Ref. No. ENG'G PABAC 002-20
Approved Budget for the Contract: PhP4,050,000.00

[To be issued by Bidder's Client Specified in Annex II (Single Largest Completed Contract with a rating of at least **Satisfactory** on the performance of the product supplied/delivered by the prospective bidder)]

This is to certify that **(NAME OF BIDDER)**, has supplied to our company/agency with **(NAME of PRODUCTS)**. Based on our evaluation on timely delivery, compliance as to specifications and performance, we give **(NAME OF BIDDER)**, a rating of;

- EXCELLENT
- VERY SATISFACTORY
- SATISFACTORY
- POOR

This Certification shall form part of the Technical Documentary Requirements in line with (Name of Bidder) participation in the **Procurement of Jack Hammer with Compressor for 55EBde, PA**

Issued this ___ day of _____ 20___, in _____, Philippines

Name of Company (Bidder's Client)

Full Name of Authorized Representative

Address

Signature of Authorized Representative

Tel. No. / Fax

E-mail Address

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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the Special 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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: _____

* This form will not apply for WB funded projects.

Annex 7

(Bidder's Company Letterhead)

**Procurement of Jack Hammer with Compressor for 55EBde, PA
 Bid Ref. No. ENG'G PABAC 002-20
 Approved Budget for the Contract: PhP4,050,000.00**

**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

Annex 8-A

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 Special Bids and Awards Committee (PASBAC)**, 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 PASBAC pursuant to Republic Act (RA) No 9184 and its Revised Implementing Rules and Regulations (IRR) with the following particulars:

Bid Reference No. ENG'G PABAC 002-20
Name/Title of Procurement Project: Procurement of Jack Hammer with Compressor for 55EBde, PA
Approved Budget for the Contract: PhP4,050,000.00

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 PASBAC a duly signed and notarized copy thereof within ten (10) calendar days from receipt of Notice from the SBAC 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 PASBAC of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by PASBAC under the provisions of Republic Act (RA) No 9184 and its Revised Implementing Rules and Regulations (IRR) , without any liability on the part of PASBAC.

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 Jack Hammer with Compressor for 55EBde, PA
Bid Ref. No. ENG'G PABAC 002-20
Approved Budget for the Contract: PhP4,050,000.00

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 above mentioned project.

CERTIFIED CORRECT:

Name and Signature of Bidder/Authorized Representative

Position

Date

[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



HEADQUARTERS
ARMED FORCES OF THE PHILIPPINES PROCUREMENT SERVICE
Camp General Emilio Aguinaldo, Quezon City

AFPPS3
Nr -2019

20 November 2019

CERTIFICATION

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY THAT _____ has the following procurement project with corresponding status with reference to the consolidated reports from the Procurement Centers and Contracting Offices this Service as of **31 October 2019**:

Nr	PC/CO	PO/ Contract Nr	Particulars	Bid Price (PhP)	Remarks /Status
1	PA PC	ENG-20190711-3891	S/D Construction Materials	498,000.00	For signature of DIIR
2	PA PC	ENG-001-06-19	1-LOT-ENHANCEMENT OF ST MICHAEL	1,346,749.00	For Delivery

Further, per Government Procurement Policy Board (GPPB) Website, subject company is not in the list of Blacklisted Suppliers/Constructors as of date.

This certification is issued in favor of same company in relation with the requirement for bidding of procurement project/s by the **PA Bids and Awards Committee (PA BAC)**.

This certification does not exempt same company from any foregoing requisites the **PABAC** may require or conduct during the course of the proceedings pursuant to the provisions of RA 9184 and its IRR.


JOSELITO C. MUNAR
LTC PAF (GSC)
ACS for Operations, PS3

AFP Core Values: Honor, Service, Patriotism

**PLEASE USE THIS BID FORM
DO NOT RETYPE or ALTER**

Annex 10-A1

(Bidder's Company Letterhead)

**Procurement of Jack Hammer with Compressor for 55EBde, PA
Bid Ref. No. ENG'G PABAC 002-20
Approved Budget for the Contract: PhP4,050,000.00**

FINANCIAL BID FORM

Description	Qty (Units)	ABC (PhP)	Bidder's Proposal (PhP)
		Total Price	Total Bid Price
Jack Hammer with Compressor	4	4,050,000.00	
TOTAL BID PRICE			
Total Bid Price (Amount in Words):			
BIDDER'S UNDERTAKING			
I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of Notice of Award. Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.			

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

Name of Company (in print)

Signature of Company Representative

Name & Designation (in print)

Date

Annex 10-A2

BRAND NAME AND COUNTRY OF ORIGIN

**Procurement of Jack Hammer with Compressor for 55EBde, PA
 Bid Ref. No. ENG'G PABAC 002-20
 Approved Budget for the Contract: PhP4,050,000.00**

INSTRUCTION TO THE BIDDER: For the following equipment kindly indicate brand name and country of origin. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

DESCRIPTION	QTY	UNIT	BRAND NAME	COUNTRY OF ORIGIN
Jack Hammer with Compressor	4	Units		

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, have examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.
 I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of Notice of Award.
 Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Designation (in print)

Date

(Bidder's Company Letterhead)

**Procurement of Jack Hammer with Compressor for 55EBde, PA
Bid Ref. No. ENG'G PABAC 002-20
Approved Budget for the Contract: PhP4,050,000.00**

For Goods Offered from Abroad

Name of Bidder _____ Invitation to Bid² Number _____. 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 CIP 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 _____

² If ADB, JICA and WB funded projects, use IFB.

**Annex 10-A3
FORM NO. 2**

(Bidder's Company Letterhead)

**Procurement of Jack Hammer with Compressor for 55EBde, PA
Bid Ref. No. ENG'G PABAC 002-20
Approved Budget for the Contract: PhP4,050,000.00**

For Goods Offered from Within the Philippines

Name of Bidder _____, Invitation to Bid³ 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

³ If ADB, JICA and WB funded projects, use IFB.

