Philippine ARMY

BIDS AND AWARDS COMMITTEE

Fort Andres Bonifacio, Metro Manila

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

ORD PABAC2 030-08-21

Description	Qty	ABC (Pesos)
Spare Parts for Designated Marksman Rifle	1 LOT	1,127,000.00

BIDDING DATE: <u>02 September 2021</u> TIME: <u>1:30 P.M.</u>

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

SECTION II. INSTRUCTION TO BIDDERS

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

1. Scope of Bid

- 1.1. The Procuring Entity, Philippine Army wishes to receive Bids for the Supply and Delivery of Spare Parts for Designated Marksman Rifle for Philippine Army with identification number Bid Reference No. PABAC2 030-08-21
- 1.2. 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 Source

2.1. The GOP through the source of funding as indicated under the following ASA Nr:

ASA Nr	Date	Amount
2200-2021-0255	03 May 2021	Php 1,000,000.00
2200-2021-0268	11 May 2021	Php 127,000.00
To	otal	Php 1,127,000.00

2.2. The source of funding is **General Appropriations Act FY 2021** "RA 11518".

3. Bidding Requirements

- 3.1. 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.
- 3.2. 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.
- 3.3. 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 limited to those allowed under the rules may participate in this Project.
- 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 at least;
 - a. For the procurement of expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to **at least twenty-five percent (25%)** 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 twenty-five percent (25%)** in the case of expendable supplies of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to 12.5% or half of the 25% 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.

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

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, 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. 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. 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 for **One Hundred Twenty (120)** calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as nonresponsive.

15. Sealing and Marking of Bids

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

18. Domestic Preference

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 Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

ITB Clause	
3	Non-compliance and/or non-conformance with the prescribed forms as provided in the Annexes of this Bidding Documents will be a ground for disqualification.
5.2	Foreign Bidders must be represented by a duly registered Philippine-based company.
5.3	For this purpose, contracts similar to the Project shall be "Supply and Delivery of Assault Rifle and/or Spare Parts completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
6	All components of the goods to be supplied must come from one (1) source and manufacturer only.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted Delivered At Place (DAP) Armaments Company, AABn, 1LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project. 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 prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR.
13.1	Bid Price shall be quoted in Philippine Pesos.
14.1	 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. Equivalent to at least 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Equivalent to at least 5% of the ABC, if bid security is in Surety Bond.
16	The bidder shall submit the following; -Technical Component Envelop- 1 original and 2 photocopies -Financial Component Envelop - 1 original and 2 photocopies

	Procurement of Spare Parts for Philippine Army;	Designated M	arksman Rifle for t
19.3	Description	Qty	ABC (Pesos)
	Spare Parts for Designated Marksman Rifle	1 Lot	1,127,000.00
	 POST-QUALIFICATION: In according Revised IRR of RA No 9184, the documents within a non-extendible receipt of the notice from the BAC term of the notice from the BAC term of the notice for the bidden of the notice for the notice for the notice for bidden of the notice for the notice	ne Bidder shall period of five (nat it is the LCB omit Photocopy	I submit the followin 5) calendar days fro /SCB: <u>y:</u>
	2005; Bidders I returns or tax r and Payments business tax r	e Copy of Returns per R have option to si eturn filed throu System (eFPS) eturns are thos	
20.1	1.1.2. Foreign Bidder:1.1.2.1. Equivalent toby country orEnglish, thesetranslation inappropriate em1.1.3. Philippine-Based Rep1.1.3.1. RegistrationExchange Co	the above doc place of busine must be accom English certif bassy or consu resentative of F Certificate from pmmission (SI	ument (1.1.1.1) issue ss in English. If not panied by an accura fied by the bidde late in the Philippines oreign Bidder m the Securities au EC) for corporatio
	proprietorship, (CDA) for coop 1.1.3.2. Valid and Cur by the city or m business of the equivalent doc	or Cooperative eratives; rent Business/I unicipality wher prospective bio	ndustry (DTI) for so Development Author Mayor's Permit issue re the principal place der is located OR the sive Economic Zones
	or Areas; 1.2. Valid and Current PHILGE Membership (Platinum Regi 1.3. PO's or Contracts for all O submitted; 1.4. PO's or Contracts relative per submitted; 1.5. End-User's Acceptance , O copy) or Sales Invoice with triplicate copy) relative to th	stration); ngoing Contract to Single Larges official Receipt (Collection Rece	ts as listed per st Completed Contrac duplicate or triplicate ipt (duplicate or

 1.6. Valid and Current Tax Clearance per Executive Order 398, Series of 2005 and Revenue Memorandum Order No. 46-2018, as finally reviewed and approved by BIR; 1.7. Certificate of Notarial Commission or Appointment of the Lawyer who notarized the submitted documents;
 <u>Bidder to submit Original Copy:</u> 2.1. Company Profile (Organization, Affiliated Companies, Production Capability); 2.2. Vicinity map/location of the business; 2.3. Certificate from HAFPPS that Bidder is not a Blacklisted and has no overdue delivery.
Note 1: In case of Joint Venture, both partners must present/submit above documents. Note 2: Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Sec. 69 of the 2016 Revised IRR of RA 9184.

Section IV. General Conditions of Contract

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]* or Framework Agreement*}* specifications

at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

SPECIAL CONDITIONS OF CONTRACT		
GCC		
Clause 1	Delivery and Documents – For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:	
	For Goods supplied from abroad: "The delivery terms applicable to the Contract are Delivered At Place Armaments Company, AABn, 1LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City, Philippines. In accordance with INCOTERMS."	
	For Goods supplied from within the Philippines: "The delivery terms applicable to this Contract are delivered Armaments Company, AABn, 1LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."	
	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" is not allowed.	
	The details of shipping and/or other documents to be furnished by the Supplier are as follows:	
	<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:	
	 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 Procuri Entity's representative at the Project Site. <i>For Goods supplied from abroad:</i> Upon shipment, the Supplier shall notify the Procuring Entity and t insurance company by cable the full details of the shipment, includi Contract Number, description of the Goods, quantity, vessel, bill of ladin number and date, port of loading, date of shipment, port of discharge e Upon delivery to the Project Site, the Supplier shall notify the Procuri Entity and present the following documents as applicable with t documentary requirements of any letter of credit issued taking precedent (i) Original and four copies of the Supplier's invoice showing Goo description, quantity, unit price, and total amount; (ii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplie warranty certificate; (v) Original and four copies of the certificate of origin (for import Goods); (vi) Delivery receipt detailing number and description of items receiv signed by the Procuring Entity's representative at the Project Site. For purposes of this Clause the Procuring Entity's Representative the Project Site is: PA TIAC, APAO, OG10. Incidental Services – The Supplier is required to provide all of the following services, includit additional services, if any, specified in Section VI. Schedule
 Upon shipment, the Supplier shall notify the Procuring Entity and t insurance company by cable the full details of the shipment, includi Contract Number, description of the Goods, quantity, vessel, bill of ladinumber and date, port of loading, date of shipment, port of discharge e Upon delivery to the Project Site, the Supplier shall notify the Procuri Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedent (i) Original and four copies of the Supplier's invoice showing Goodescription, quantity, unit price, and total amount; (ii) Original and four copies of the negotiable, clean shipped on-boad bill of lading marked "freight pre-paid" and five copies of the negotiable bill of lading; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Certificate of origin (for import Goods); (v) Original and four copies of the certificate of origin (for import Goods); (vi) Delivery receipt detailing number and description of items receiv signed by the Procuring Entity's representative at the Project Si and (vii) Certificate of Acceptance/Inspection Report signed by the Procuri Entity's representative at the Project Site. For purposes of this Clause the Procuring Entity's Representative the Project Site is: PA TIAC, APAO, OG10. Incidental Services – The Supplier is required to provide all of the following services, included to provide all of the following services, includ
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 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 warranty certificate; (v) Original and four copies of the certificate of origin (for import Goods); (vi) Delivery receipt detailing number and description of items receives signed by the Procuring Entity's representative at the Project Si and (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site. For purposes of this Clause the Project Site. For purposes of this Clause the Procuring Entity's Representative the Project Site is: PA TIAC, APAO, OG10. Incidental Services – The Supplier is required to provide all of the following services, included and the provide all of the following services, included and the provide all of the following services included and the provide all of the following services included and the provide all of the following services included and the provide all of the following services included and the provide all of the following services included and the provide all of the following services included and the provide all of the following services included and the provide all of the following services included and the provide all of the following services included and the provide all of the following services included and the provide and the provide all of the following services included and the provide and the provide all of the following services included and the provide and the pr
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 (vii) Certificate of Acceptance/Inspection Report signed by the Procuri Entity's representative at the Project Site. For purposes of this Clause the Procuring Entity's Representative the Project Site is: PA TIAC, APAO, OG10. Incidental Services – The Supplier is required to provide all of the following services, includit
 the Project Site is: PA TIAC, APAO, OG10. Incidental Services – The Supplier is required to provide all of the following services, includion
The Supplier is required to provide all of the following services, includi
Requirements:
a. performance or supervision of on-site assembly and/or start-up the supplied Goods;
 b. performance or supervision of on-site assembly and/or state up of the supplied Goods; c. furnishing of tools required for assembly and/or maintenance
of the supplied Goods; d. furnishing of a detailed operations and maintenance man
for each appropriate unit of the supplied Goods; e. performance or supervision or maintenance and/or repair the supplied Goods, for a period of time agreed by the parties, provid that this service shall not relieve the Supplier of any warranty obligation
under this Contract; and f. training of the Procuring Entity's personnel, at the Supplie plant and/or on-site, in assembly, start-up, operation, maintenance, and repair 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.

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **ten** (10) years for date of final acceptance.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) week of placing the order.

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:

2.2	Documentary requirements for payment are as follows:
	claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. Terms of Payment -
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for Delivered at Place (DAP) deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at Armaments Company, AABn, 1LSG, ASCOM, PA, Camp Emilio Aguinaldo, Quezon City.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	Transportation –
	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.
	Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	Name of the Procuring Entity Name of the Supplier

Payment shall be made by check for Local Bidder or through Letter of Credit in case of Foreign Bidder.
In case payment shall be made by L/C, the PROCURING ENTITY shall open the irrevocable L/C in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the PA to the Authorized Government Depository Bank, to wit:
 (a) <u>Mode of Transmission</u>: Full cable telex/S.W.I.F.T; (b) <u>Advising and/or Confirmation</u>: L/C may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter's sole expense;
 (c) <u>Payee Bank</u>: The L/C draft (if any) shall be drawn on the confirming bank;
 (d) <u>Beneficiary</u>: [Insert name and address of Supplier with Point of Contact;
 (e) <u>Currency and Amount of L/C</u>: L/C shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of L/C shall be released upon completion of all the required documents enumerated in SCC Clause 2.2(g) of the bidding documents and the 5% shall be released upon expiration of the warranty period provided in SCC clause 5.1 of the bidding documents; (f) <u>Expiration Date</u>: One Hundred (100) calendar days from issue date of the L/C;
(g) Payment Scheme Documentary Requirements : Payment will be
 "One Time Payment" and shall be made to the Supplier at the time of the final acceptance of the GOODS by the PROCURING ENTITY made in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents: i. Supplier's invoice showing GOODS' description, quantity, unit price, and total amount;
ii. Negotiable, clean shipped on-board Bill of Lading marked "Freight
 Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill"; iii. Original Supplier's factory inspection report or certificate of pre- delivery test and inspection report by PA TIAC (as applicable); iv. Bidder's warranty certificate; Original Bidders/Product Warranty/Guaranty Certificate/s issued in the name of the Philippine Army minimum of one (1) year from the date of final acceptance (full
replacement for defective items); <u>Warranty should indicate the Part</u> <u>Nr of the goods;</u>
 v. 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 Delivery Site;
vii. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC); and
viii. Original Bidders Certificate re: Date of Manufacture of the product should be not more than one (1) year from the date of delivery(brand new/freshly manufactured);;
 (h) <u>Description of Goods:</u> As stated in the Technical Specifications with additional requirements as indicated in SECTION VI Schedule of Requirements.

	(i) <u>Delivery Period:</u> Complete Delivery within One Hundred (100) calendar days from receipt of the 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. (j) Shipment: One-time shipment; transshipment is acceptable. Negotiability: The L/C shall be irrevocable; (k) Liquidated Damages: Liquidated damages shall be imposed in accordance with Section 68 of Republic Act (RA) Nr 9184 and its Revised Implementing Rules and Regulations (l) Other Instructions:
	 i. The cost of the opening, as well as advising, confirmation, extension, and/or amendment, if any, of the L/C, and other bank charges shall be for the account of the Supplier; ii. The L/C must be in English; and iii. No boycott or restrictive language.
4	 Inspection and Test 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. Bidder's plant inspection will be conducted, subject to the approval of the Head of the Procuring Entity (HOPE). The Bidder shall be made to provide pieces of evidence of the compliance of items offered to the specifications as stated in Section VII Technical Specifications of the bidding documents and his capability to manufacture/supply the goods/items being required. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity. Considering the travel restrictions brought by COVID-19 outbreak, the alternative PQ may be conducted through "table post qualification" and/or by VTC or other electronic means; and the adoption of previous PQ Reports with independent referencing even beyond six (6) months validity period. Conduct of Post Qualification abroad is subject to the issued guidelines regarding Foreign Travel of Public Official/Officers during State of Calamity or Implementation of Community Quarantine or Similar Restrictions. Considering restrictions for foreign travel during the quarantine period, the Procuring Entity or PQ Team may conduct "table post qualification" within the office, or utilize the Office of the Philippine Defense and Armed Forces Attaché (OPhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification. Goods to be supplied must come from one (1) source and manufacturer only. Goods manufacturing date should not be more than one (1) year from the date of delivery;

	 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; Final Inspection and Acceptance Report by the TIAC; OG10 Inspection Report; SAO/APAO Acceptance Report; Note 1: The supplier must inform the PAPC at least seven (7) calendar days prior to delivery in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of the GOODS. NO partial deliveries are allowed. Only Complete deliveries will be accepted Note2: All incidental and related expenses relative to inspection shall be for the account of the Bidder. Corrections of defects: For items delivered within the delivery period, the Supplier shall be allowed to correct defects within 30 calendar days upon receipt of written Notice from the PAPC or within the remaining days of the delivery period, whichever comes later. (Note: This provision is not applicable to items delivered beyond the delivery period).
	2. For items delivered after the lapse of the delivery period, the Supplier shall be allowed to correct defects, subject to the imposition of liquidated damages. <u>TIAC Non- Acceptance of Items:</u>
	In case items are rejected, the PA TIAC shall issue Certificate of Non- Acceptance on the cause of non-compliance of the goods. A corresponding Notice of Non-Acceptance shall then be issued by Philippine Army Procurement Center (PAPC) to the supplier.
	In case of rejection, the Supplier shall immediately withdraw the items from the Project/Delivery site. Any loss or damage thereto after such declaration shall be the sole responsibility of the Supplier
	Supplier shall be subjected to blacklisting due to termination by default.
	Warranty
5	The warranty shall be covered by, at the Supplier's option, either retention money in an amount to at least five percent (5%) of the Contract Price, or a special bank guarantee equivalent to at least five percent (5%) of the Contract Price in favor of the Armed Forces of the Philippines.
	The warranty period shall be one (1) year after acceptance by the Procuring Entity of the Delivered Goods. The Bidder 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.

	The Obligation for the warranty shall only be released after the lapse of the warranty period.
5.2	The period for correction of defects in the warranty period is within Thirty (30) calendar days (maximum) after receipt of Notice of Defects
6	When the supplier fails to satisfactorily deliver the goods or services under the contract within the specified delivery schedule or project implementation schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the Procuring Entity liquidated damages, not by way of penalty, for every day of delay until such goods or services are finally delivered or performed and accepted by the Procuring Entity concerned. The amount of the liquidated damages shall be at least equal to one-tenth
	of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

SECTION VI. SCHEDULE OF REQUIREMENTS

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

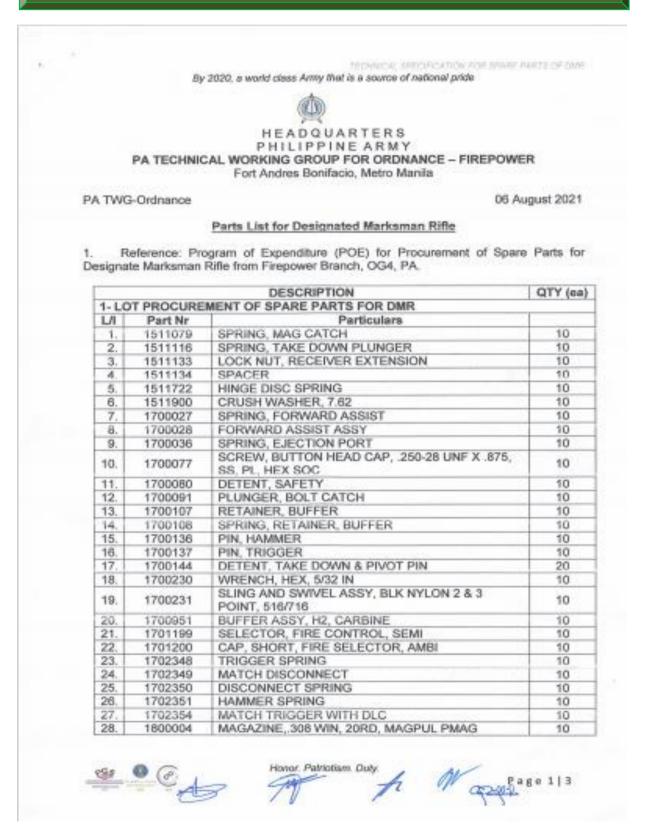
Bid Ref. No. ORD PABAC2 030-08-21

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

		DESCRIPTION	QTY (Each)	DELIVERY PERIOD	DELIVERY PLACE
		IENT OF SPARE PARTS FOR DMR			
L/I	Part Nr	Particulars			
1.	1511079	SPRING, MAG CATCH	10		
2.	1511116	SPRING, TAKE DOWN PLUNGER	10		
3.	1511133	LOCK NUT, RECEIVER EXTENSION	10		
4.	1511134	SPACER	10		
5.	1511722	HINGE DISC SPRING	10		
6.	1511900	CRUSH WASHER, 7.62	10		
7.	1700027	SPRING, FORWARD ASSIST	10		
8.	1700028	FORWARD ASSIST ASSY	10		
9.	1700036	SPRING, EJECTION PORT	10		
10.	1700077	SCREW, BUTTON HEAD CAP, .250-28	10		
10.	1700077	UNF X .875, SS, PL, HEX SOC	10		
11.	1700080	DETENT, SAFETY	10		
12.	1700091	PLUNGER, BOLT CATCH	10		Armament
13.	1700107	RETAINER, BUFFER	10		S
14.	1700108	SPRING, RETAINER, BUFFER	10		Company,
15.	1700136	PIN, HAMMER	10		AABn,
16.	1700137	PIN, TRIGGER	10	0.22	
17.	1700144	DETENT, TAKE DOWN & PIVOT PIN	20	One	1LSG,
18.	1700230	WRENCH, HEX, 5/32 IN	10	Hundred	Army
40		SLING AND SWIVEL ASSY, BLK NYLON 2	40	(100)	Support
19.	1700231	& 3 POINT, 516/716	10	Calendar	Command,
20.	1700951	BUFFER ASSY, H2, CARBINE	10	Days	PA, Camp
21.	1701199	SELECTOR, FIRE CONTROL, SEMI	10	upon	General
22.	1701200	CAP, SHORT, FIRE SELECTOR, AMBI	10	receipt of	Emilio
23.	1702348	TRIGGER SPRING	10	NTP	
24.	1702349	MATCH DISCONNECT	10	NIP	Aguinaldo,
25.	1702350	DISCONNECT SPRING	10		Quezon
26.	1702351	HAMMER SPRING	10		City,
27.	1702354	MATCH TRIGGER WITH DLC	10		Philippines
28.	1800004	MAGAZINE,.308 WIN, 20RD, MAGPUL PMAG	10		
29.	1800010	AMBI MAG CATCH ASSY	10		
30.	1800024	SPRING, ACTION	10		
31.	1800056	PIN, PIVOT	10		
32.	1800061	PIN, TAKE DOWN	10		
33.	1800140	SPRING, TAKE DOWN PLUNGER	10		
34.	1800161	TUBE, RECEIVER EXTENSION	10		
35.	1800255	SPRING, EJECTOR & SAFETY DETENT	10		
36.	1800543	CHARGING HANDLE ASSY, AMBI	10		
37.	1800583	COVER PIN	10		
38.	1800627	BOLT CATCH	10		
39.	1800813	BOLT CARRIER ASSY, SEMI, NO RINGS, VENTED	10		
40.	1800920	SCREW, FLAT HEAD T25, 10-32 X .335L	30		

41.	1800958	OP ROD BUSHING	10	
		BARREL & GAS BLOCK ASSY, 16 IN,		
42.	1801006	DMR, 7.62 X 51, 1/10	16	
43.	1800923	OP ROD	10	
44.	1702292	SPRING, OP ROD	10	
45.	1800895	CAP, OP ROD SPRING	10	
46.	1801019	GUIDE, OP ROD SPRING	10	
47.	1801028	PIN, COILED SPRING, 3/32 IN X 5/6 IN	10	
48.	1801015	PIN, RECOIL	10	
49.	1801141	CLAMPING BLOCK, INTEGRATED OP ROD STRIKE FACE, MACHINED	10	
50.	1810352	BUTTON, MAG RELEASE	10	
51.	2400046	PIN, COILED SPRING, 3/32 IN X 7/16 IN	10	
52.	2400046	PIN, COILED SPRING, 3/32 IN X 7/16 IN	10	
53.	2400093	TAPER CAP, 7.62	10	
54.	2400166	PIN, COILED SPRING, 3/32 IN X 3/4 IN	10	
55.	2400784	PIN, COILED SPRING, 3/32 IN X 5/8 IN	10	
56.	2400908	SPRING, BOLT CATCH	10	
57.	2401603	RECEIVER PIN WEDGE	10	
58.	2401840	MATCH HAMMER ASSY, SEMI, FPL, MACHINED	10	
59.	2600109	PIN, COILED, .094 X .500, HD, SS, BO	10	
60.	8500906	RIFLE BAG, VCI, 12 X 44 X .003	10	
61.	8501215	CASE, BLK, POLY, OVERSIZED	10	
62.	8501288	CHAMBER SAFETY FLAG, RIFLES	10	
63.	1700182-01	MAGPUL CTR BUTTSTOCK, BLK	10	
64.	1701482-01	PISTOL GRIP, BLK	10	
65.	1800640-01	DEFLECTOR, BLK	10	
66.	1800682-01	LEVER, GAS VALVE, BLK	10	
67.	1800918-01	CLAMP, HANDGUARD, LEFT SIDE, MIM, BLACK	20	
68.	1800955-01	HANDGUARD, 20 MOA, BLK ANODIZE	10	
69.	1800956-01	COMP-BRAKE, 7.62, BLK	10	
70.	1800976-01	GAS VALVE, THREE POSITION, BO1	10	
71.	1801144-01	CLAMP, HANDGUARD, RIGHT SIDE, MIM, BLK	20	
72.	1801146-01	SCREW, FLAT HEAD T25, 10-32 X .40L, BLK	40	
73.	2401336-01	INSERT, QD CUP, ANTI-ROTATION (MIM), BLK	20	
74.	2600082-01	EJECTION PORT DOOR ASSY, BLK	20	

SECTION VII. TECHNICAL SPECIFICATIONS



29.	1800010	2020, a world class Army that is a source of national pride AMBI MAG CATCH ASSY	10
30.	1800024	SPRING, ACTION	10
31.	1800056	PIN, PIVOT	10
32.	1800061	PIN, TAKE DOWN	10
33.	1800140	SPRING, TAKE DOWN PLUNGER	10
34.	1800161	TUBE, RECEIVER EXTENSION	10
35.	1800255	SPRING, EJECTOR & SAFETY DETENT	10
36.	1800543	CHARGING HANDLE ASSY, AMBI	10
37.	1800583	COVER PIN	10
38.	1800627	BOLT CATCH	10
39.	1800813	BOLT CARRIER ASSY, SEMI, NO RINGS, VENTED	10
40.	1800920	SCREW, FLAT HEAD T25, 10-32 X .335L	30
41.	1800958	OP ROD BUSHING	10
42.	1801006	BARREL & GAS BLOCK ASSY, 16 IN, DMR, 7.62 X 51, 1/10	16
43.	1800923	OP ROD	10
44.	1702292	SPRING, OP ROD	10
45.	1800895	CAP, OP ROD SPRING	10
46.	1801019	GUIDE, OP ROD SPRING	10
47.	1801028	PIN, COILED SPRING, 3/32 IN X 5/6 IN	10
48.	1801015	PIN, RECOIL	10
49.	1801141	CLAMPING BLOCK, INTEGRATED OP ROD STRIKE FACE, MACHINED	10
50.	1810352	BUTTON, MAG RELEASE	10
51.	2400046	PIN, COILED SPRING, 3/32 IN X 7/16 IN	10
52.	2400046	PIN, COILED SPRING, 3/32 IN X 7/16 IN	10
53.	2400093	TAPER CAP, 7.62	10
54.	2400166	PIN, COILED SPRING, 3/32 IN X 3/4 IN	10
55.	2400784	PIN, COILED SPRING, 3/32 IN X 5/8 IN	10
56.	2400908	SPRING, BOLT CATCH	10
57.	2401603	RECEIVER PIN WEDGE	10
58.	2401840	MATCH HAMMER ASSY, SEMI, FPL, MACHINED	10
59.	2600109	PIN, COILED, .094 X .500, HD, SS, BO	10
60.	8500906	RIFLE BAG, VCI, 12 X 44 X .003	10
61.	8501215	CASE, BLK, POLY, OVERSIZED	10
62.	8501288	CHAMBER SAFETY FLAG, RIFLES	10
63.	1700182-01	MAGPUL CTR BUTTSTOCK, BLK	10
84.	1701482-01	PISTOL GRIP, BLK	10
65.	1800640-01	DEFLECTOR, BLK	10
66.	1800682-01	LEVER, GAS VALVE, BLK	10
67.	1800918-01	CLAMP, HANDGUARD, LEFT SIDE, MIM, BLACK	20
68.	1800955-01	HANDGUARD, 20 MOA, BLK ANODIZE	10
69.	1800956-01	COMP-BRAKE, 7.62, BLK	10
70.	1800976-01	GAS VALVE, THREE POSITION, BO1	10
71	1801144-01	CLAMP, HANDGUARD, RIGHT SIDE, MIM, BLK	20
72.	1801146-01	SCREW, FLAT HEAD T25, 10-32 X .40L, BLK	40
73.	2401336-01	INSERT, QD CUP, ANTI-ROTATION (MIM), BLK	20
74.	2600082-01	EJECTION PORT DOOR ASSY, BLK	20

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Honor Patriolism. Duty. A Mappe Page 213

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

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16.

By 2020, a world class Army that is a source of national pride

BERNIE E AFABLE MAJ (OS) PA Member, Technical Officer

DARYLL JAMES & FLORES CPT (OS) PA Member, End-User

JENNIFER P HIDUNG CPT (JAGS) PA Member Legal Officer

GIOVANNI D PENAFLORIDA JR CPT (OS) PA Member, Technical Officer

KAREN N PADAYAO CPT (OS) PA Member, Financial Officer

4

EUGENICE IVY GWYNNY BAUTISTA CPT (JAGS) + PA Member, Legal Officer

FERNANDO B DULAWAN

COL GSC (OS) PA Charperson, TWG



Honor. Patriotism. Duty.

Page 3|3

ORD PABAC2 030-08-2021

Reference: OG4, PA POE for Procurement of Spare Parts for DMR

PHILIPPINE ARMY OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR LOGISTICS, G4 Fort Andres Bonifacio, Metro Manila

PROGRAM OF EXPENDITURE (POE) (Firepower Branch)

Procurement of Spare Parts for DMR

U	Part Nr	Particulars	Qty	Unit	Unit Price	Total Price
1	1511079	SPRING, MAG CATCH	10	ea	264.78	2,647.75
2	1511116	SPRING, TAKE DOWN PLUNGER	10	ea	264.78	2.647.75
3	1511133	LOCK NUT, RECEIVER EXTENSION	10	ea	370.90	3,708.98
4	1511134	SPACER	10	ea	264.78	2,647.75
5	1511722	HINGE DISC SPRING	10	ea	158.65	1,586.53
6	1511900	CRUSH WASHER, 7.62	10	ea	264.78	2,647.75
7	1700027	SPRING, FORWARD ASSIST	10	ea	264.78	2,647.75
8	1700028	FORWARD ASSIST ASSY	10	ea	689.26	6,892.65
9	1700036	SPRING, EJECTION PORT	10	ea	158.65	1,586.53
10	1700077	SCREW, BUTTON HEAD CAP, 250-28 UNF X .875, SS, PL, HEX SOC	10	ea	264.78	2,647.75
11	1700080	DETENT, SAFETY	10	ea	264.78	2,647.75
12	1700091	PLUNGER, BOLT CATCH	10	ea	264.78	2,647.75
13	1700107	RETAINER, BUFFER	10	ea	264.78	2,647.75
14	1700108	SPRING, RETAINER, BUFFER	10	ea	264.78	2,647.75
15		PIN, HAMMER	10	ea	158.65	1,586.53
16		PIN, TRIGGER	10	ea	264.78	2,647.75
17		DETENT, TAKE DOWN & PIVOT PIN	20	ea	132.39	2,647.75
18	the second se	WRENCH, HEX, 5/32 IN	10	ea	158.65	1,586.53
19		SLING AND SWIVEL ASSY, BLK NYLON 2 & 3 POINT, 516/716	10	ea	1,101.12	11,011.18
20	1700951	BUFFER ASSY, H2, CARBINE	10	ea	1,582.22	15,822.22
21		SELECTOR, FIRE CONTROL, SEMI	10	ea	370.90	3,708.98
22	Concession of the local division of the loca	CAP, SHORT, FIRE SELECTOR, AMBI	10	ea	264.78	2,647.75
23		TRIGGER SPRING	1 10	ea	264.78	2,647.75
24		MATCH DISCONNECT	10	ea	370.90	3,708.98
25		DISCONNECT SPRING	10	ea	370.90	3,708.98
26		HAMMER SPRING	10	ea	264.78	
27		MATCH TRIGGER WITH DLC	10	ea	651.59	6,515.92
28		MAGAZINE, .308 WIN, 20RD, MAGPUL PMAG	10	68	1,139.44	11,394.3
29	1800010	AMBI MAG CATCH ASSY	10	ea	477.02	4,770.2
30	Contraction of the local division of the loc	SPRING, ACTION	10	ea	370.90	3,708.9
30		PIN, PIVOT	10	ea	370.90	3,708.9
		PIN, TAKE DOWN	10	ea	583.14	5,831.4
32		SPRING, TAKE DOWN PLUNGER	10		264.78	2,647.7
33	and the second design of the s	TUBE, RECEIVER EXTENSION	10		1,208.6	
34		SPRING, EJECTOR & SAFETY DETENT	10		284.7	

5	1800543	HARGING HANDLE ASSY, AMBI	10	ea	2,168.14	21,681.35
7	the state of the s	COVER PIN	10	ea	158.65	1,586.53
B	and the second se	BOLT CATCH	10	ea	370.90	3,708.98
9	11010013 1	BOLT CARRIER ASSY, SEMI, NO RINGS, VENTED	10	ea	7,877.95	78,779.47
0	1800920	SCREW, FLAT HEAD T25, 10-32 X .335L	30	ea	52.88	1,586.53
1	1800958	OP ROD BUSHING	10	ea	264.78	2,647.75
12	1801006	BARREL & GAS BLOCK ASSY, 16 IN, DMR, 7.62 X 51, 1/10	16	88	31,783.66	508,538.54
13	1800923	OP ROD	10	ea	2,653.06	26,530.60
44	1702292	SPRING, OP ROD	10	ea	264.78	2,647.75
45	1800895	CAP, OP ROD SPRING	10	ea	264.78	2,647.75
46	1801019	GUIDE, OP ROD SPRING	10	ea	477.02	4,770.20
47	1801028	PIN, COILED SPRING, 3/32 IN X 5/16 IN	10	68	370.90	3,708.98
48	1801015	PIN, RECOIL	10	63	264.78	2,647.75
49	1801141	CLAMPING BLOCK, INTEGRATED OP ROD STRIKE FACE, MACHINED	10	ea	2,538.42	25,384.17
50	1810352	BUTTON, MAG RELEASE	10	ea	264.78	2,647.75
51	2400046	PIN, COILED SPRING, 3/32 IN X 7/16 IN	10	ea	264.78	2,647.75
52	2400046	PIN, COILED SPRING, 3/32 IN X 7/16 IN	10	ea	264.78	2,647.75
53	2400093	TAPER CAP, 7.62	10	eal	1,356.24	13,562.44
54	2400166	PIN, COILED SPRING, 3/32 IN X 3/4 IN	10	ea	264.78	2,647.75
55	2400784	PIN, COILED SPRING, 3/32 IN X 5/8 IN	10	ea	264.78	2,647.75
56	2400908	SPRING, BOLT CATCH	10	ea	264.78	2,647.75
57	2401503	RECEIVER PIN WEDGE	10	ea	158.65	1,586.53
58		MATCH HAMMER ASSY, SEMI, FPL, MACHINED	10	68	2,853.40	28,533.98
50	2600109	PIN, COILED, .094 X .500, HD, SS, BO	10	ea	264.78	2,647.75
59 60	the second s	RIFLE BAG, VCI, 12 X 44 X .003	10	ea	158.65	1,586.53
61		CASE, BLK, POLY, OVERSIZED	10	ea	2,749.63	27,496.31
		CHAMBER SAFETY FLAG, RIFLES	10		264.78	2,647.75
62		The second	10		2,026.89	20,268.89
63	and the second se		10		370.90	3,708.98
64	the diversion of the local diversion of the local diversion of the local diversion of the local diversion of the	and the second s	10	ea	370.90	3,708.98
65		and the state of t	10	ea	477.02	4,770.20
66		ICLAMP, HANDGUARD, LEFT SIDE, MIM,	20) ea	132.39	2,647.75
	4000077 0		10) ea	11,076.30	110,763.00
68			11		934.57	9,345.67
69		THE REAL PROPERTY AND A DESCRIPTION OF THE PROPERTY AND A DESCRIPTION OF T	1) ea	1,680.21	18,802.08
70		ICLAMP, HANDGUARD, RIGHT SIDE, MIM	A, 2	0 ea	132.39	2,647.7
72		SCREW, FLAT HEAD T25, 10-32 X .40L,	4	0 ea	66.19	2,647.7
7	3 2401336-	INSERT OD CLIP ANTI-ROTATION (MIN	A), 2	o ea	238.51	4,770.2
		DLN	12	0 ea	708.43	
7	4 2600082-	Total				1,127,000.0

Prepared by:	Certified C	1 =	Noted by	DDOBA
LEMUEL RAE A ANTON MAJ (OS) Chief, FPB, OG4, PA	PA MAJ Chief, PPE	(CAV) PA 8, OG4, PA	Colonel GSC (C AC of S for Logis	DS) PA tics, G4
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SECTION VIII: CHECKLIST OF REQUIREMENTS

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

TAB	I. TECHNICAL COMPONENT ENVELOPE
	Class "A" Documents
Lega	al Documents:
	(1) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); OR
Α	(2) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; AND
	(3) Mayor's or Business 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; AND
	(4) Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Tech	nnical Documents:
в	Statement of the prospective bidder of all its ongoing government and private contracts, 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); AND
с	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (Annex 2) ; and
	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
D	OR
	Original copy of Notarized Bid Securing Declaration (Annex 3); AND

E	 1. Completed and signed Conformance/Statement of Compliance to Technical Bid Form, Technical Specifications (TS) and other Test and Acceptance Procedure (TAP) (with corresponding Sampling Plans and AQL) and Sample Format of Technical Data Sheet; (Annex 4) Annex 4-A Technical Bid Forms Annex 4-B Technical Specifications 2. Bidder's Certification of Conformance from its Technical Department or Production Department or Quality Assurance Department or its equivalent, that the spare parts will be manufactured in accordance with the Philippine Army (PA) TS. (Annex 5)
	3. Conformity with the Schedule of Requirements . (Annex 6); AND
F	Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder (Annex 7); AND
G	Warranty Undertaking (Annex 8); AND
	 Proof of Authority of the designated representative/s for purposes of the bidding; and For Local Bidder: Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR 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.
	For Foreign Bidder:
Η	Valid and Current Written Appointment of the Philippine based company (as local representative of foreign bidder) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative.
	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;
	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.
	(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)
	Copy of Letter Request address to Headquarters Armed Forces of the Philippines Procurement Service (HAFPPS) for the issuance of Certificate that the Bidder has No overdue delivery and is not Blacklisted; AND
1	Notes:
	 The said letter must be stamped or written "RECEIVED and DATE" by HAFPPS. Duly registered Philippine-based company representative must also submit the abovementioned document.
	 In case of JV, <u>each JV Partner</u> must submit the same copy of letter. Certification will be submitted during PQ Inspection
	1.1. Current and valid ISO (9001:2015) or AQAP Certificate
J	under the name of the manufacturer issued by an independent certifying agency in the name of the Manufacturer 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; AND
	Required Firearms and Ammunition License/s; and
	For Local Bidder:
к	Valid and current License to Manufacture the items to be bid issued by the National Headquarters of Philippine National Police (PNP) Camp Crame, Quezon City or Valid and Current Indent License to Deal the goods to be bid for sale to the AFP issued by the National Headquarters of Philippine National Police (PNP), Camp Crame, Quezon City.
	For Foreign Bidder:
	Philippine Representative Company's Valid and Current Indent License to Deal the goods to be bid for sale to the AFP issued by the National Headquarters of Philippine National Police (PNP), Camp Crame, Quezon City.
	Note: Required license(s) presented during opening of bids shall be used for the importation of the item being bid.
Finar	ncial Documents:

L	The Supplier's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" if manually filed or "attachment of system generated Transaction Reference Number and email to the system user" if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; Provided that original copies of the digitally submitted documents will be presented upon request; AND				
	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (Annex 9) ;				
	OR				
M	A committed Line of Credit that must be at least equal to ten percent (10%) of the ABC of the project issued from a Universal of Commercial Bank in lieu of its NFCC computation. The amount of the committed Line of Credit MUST BE MACHINE VALIDATED (Annex 10).				
	Class "B" Documents				
	If applicable, a duly signed Joint Venture Agreement (JVA) in case the joint venture is already in existence; OR duly notarized statements from all the potential joint venture partners				
N	stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful (Annex 11-A). OR				
	If Joint Venture is not applicable, the bidder must submit a duly signed statement stating that JVA is not applicable (Annex 11-B) .				
Oth	er documentary requirements under RA No. 9184 (as applicable)				
0	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity				

I.	FINANCIAL COMPONENT ENVELOPE
Α	Original of duly signed and accomplished Financial Bid Form (Annex 12-A1); and
В	Original of duly signed and accomplished Price Schedule(s) (Annex 12-A2).

Note:

In case of Inconsistency between the Checklist of Requirements for bidders and the provisions in the Instructions to Bidders and Bid Data Sheet, the **Instructions to Bidders and Bid Data Sheet prevails.**

<u>ANNEXES</u>

TECHNICAL DOCUMENTS			
Statement of the prospective bidder of all its ongoing government and private contracts	Annex 1		
Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid within five (5) years from the date of Submission and Receipt of Bids	Annex 2		
Bid Securing Declaration	Annex 3		
Statement of Compliance to Technical Specifications, Test and Acceptance, Sampling Plans, AQL, Packaging and Marking	Annex 4		
Statement of Compliance to Technical Bid Form	Annex 4-A		
Statement of Compliance to Technical Specifications	Annex 4-B		
Bidder's Certification on Conformance to the TS	Annex 5		
Conformity with the Schedule of Requirements	Annex 6		
Omnibus Sworn Statement (OSS)	Annex 7		
Warranty Undertaking	Annex 8		
Certificate of Net Financial Contracting Capacity (NFCC)	Annex 9		
Sample Form for Committed Line of Credit	Annex 10		
Protocol/Undertaking of Agreement to enter into Joint Venture	Annex 11-A		
Sample Format of Statement of Inapplicability of Joint Venture Agreement	Annex 11-B		
FINANCIAL DOCUMENTS			
Financial Bid Form	Annex 12-A1		
Bid Prices and applicable Price Schedules	Annex 12-A2		

SECTION IX. BIDDING FORMS

Annex 1

Bidder's Company Letterhead

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

Description	Qty	ABC (Pesos)
Spare Parts for Designated Marksman Rifle	1 LOT	1,127,000.00

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

Item Number	Name of the Contract	Date of Contract	Contract Duration	Owner's Name & address	Kinds of goods	Amount of Contract and Value of Outstanding Contracts	Date of Delivery
TOTAL							

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Bidder's Company Letterhead

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

Description	Qty	ABC (Pesos)
Spare Parts for Designated Marksman Rifle	1 LOT	1,127,000.00

a. For the procurement of expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to **at least twenty-five percent (25%)** 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 twenty-five percent (25%)** in the case of expendable supplies of the ABC for this Project; and

ii. The largest of these similar contracts must be equivalent to 12.5% or half of the 25% of the ABC as required above

Item Number	Name of the Contract	Date of Contract	Contract Duration	Owner's Name & address	Kinds of goods	Amount of Completed Contract/s	Date of Delivery	OR Nr & Date, End- user's Acceptance date or Sales "Invoice with Collection Receipt
					TOTAL			

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Annex 3 (PAGE 1 OF 2)

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

BID SECURING DECLARATION FORM

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

Description	Qty	ABC (Pesos)
Spare Parts for Designated Marksman Rifle	1 LOT	1,127,000.00

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 Co	mmission
Notary Public fo	r until
Roll of Attorneys	3 No
PTR No	[date issued], [place issued]
BP No	[date issued], [place issue]

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

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS, TEST AND ACCEPTANCE, SAMPLING PLANS, AQL, PACKAGING AND MARKINGS

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

CLARIFICATION AND SETTLEMENT OF CONFLICTING INTERPRETATION OF THE TECHNICAL SPECIFICATIONS

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

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Annex 4-A (Page 1 of 3)

TECHNICAL BID FORM

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

TO THE BIDDER: Indicate "COMPLY" if Bidder's Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A "YES" OR "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No.	Techni	Bidder's Statement of Compliance	
1	Description		
	Spare Parts for Designated Marksman Rifle	Program of Expenditure (POE) for the Procurement of Spare Parts for DMR	
2	Manufacturing Date: Manufactury year from the date of delivery (b		
3	Spare Parts for Designated Marks and manufacturer only.		
4	 DELIVERY: a. Delivery Period: 100 calendar days after Receipt of Notice to Proceed 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. b. Delivery Place: Armaments Company, AABn, LSG, ASCOM, PA, Camp Gen Emilio Aguinaldo, Quezon City c. Delivery must be done in the presence of Philippine Army authorized representatives. 		
		ER'S UNDERTAKING	
		amined the Bidding Documents including B er/perform) the above described items.	id Bulletins, as

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 if the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract is prepared and signed, thus bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Annex 4-A (Page 2 of 3)

TECHNICAL BID FORM

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

TO THE BIDDER: Indicate "COMPLY" if Bidder's Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A "YES" OR "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No.	Additional Requirements to be provided by the Bidder, If awarded the contract	Bidder's Statement of Compliance			
5	Continuation DELIVERY: d. The supplier must inform the PAPC at least seven (7) calendar days prior to delivery in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of delivery. e. Deliveries made for "safekeeping" purposes is NOT ALLOWED. f. Other than the delivery schedule stated above, NO PARTIAL DELIVERIES are allowed. g. During delivery, the Supplier shall be responsible in unloading the items from the container to the designated warehouse of the PA. All costs related to porter services, handling and other related expenses shall be borne by the Supplier. In the absence of material handling equipment at the site, the Supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. At the expense of the Supplier.				
	BIDDER'S UNDERTAKING				
	ne undersigned bidder, having examined the Bidding Documents including ole, hereby OFFER to (supply/deliver/perform) the above described items.	Bid Bulletins, as			

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 if the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract is prepared and signed, thus bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Annex 4-A (Page 3 of 3)

TECHNICAL BID FORM

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

TO THE BIDDER: Indicate "COMPLY" if Bidder's Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A "YES" OR "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No.	Additional Requirements to be provided by the Bidder, If awarded the contract	Bidder's Statement of Compliance
	Issuance of End-User Certificate:	
	Pursuant to D4 CMILD-001-2017 dated Jan 26, 2017 issued by the Office of the	
	Deputy Chief of Staff for Logistics, J4, the deadline for submission of End-user Certificate (EUC) requirements shall be within seven (7) Calendar Days upon receipt	
	of Contract/Notice to Proceed (NTP). The letter request shall include as an attachment	
6	important documents necessary for the issuance thereof, such as specific	
	template/format required by the foreign government and not by the foreign supplier.	
	Failure on the part of the supplier to submit said requirements within the specified	
	period shall not be used and acknowledge as a valid excuse or justification to warrant	
	the extension of the contract.	
7	Warranty Period: One (1) year after final acceptance which includes full replacement	
-	of defective items free of charge.	
	TIAC Inspection:	
	1. For items delivered within the delivery period, the Supplier shall be	
	allowed to correct defects within 30 calendar days upon receipt of written Notice from	
8	the PAPC or within the remaining days of the delivery period, whichever comes later.	
	(Note: This provision is not applicable to items delivered beyond the delivery period).	
	2. For items delivered after the lapse of the delivery period, the Supplier	
	shall be allowed to correct defects, subject to the imposition of liquidated damages.	
9	In case of rejection, we shall immediately withdraw the items from the Project/Delivery	
	site. Any loss or damage thereto after such declaration shall be our sole responsibility.	
10	The period for correction of defects in the warranty period is within Thirty	
	(30) calendar days (maximum) after receipt of Notice of Defects	
	BIDDER'S UNDERTAKING	
I/WE t	he undersigned bidder baying examined the Bidding Documents including	Bid Bulletins as

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 if the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract is prepared and signed, thus bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Date

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Annex 4-B (Page 1 of 3)

TECHNICAL SPECIFICATION

	L	Ty 2020, a world class Army that is a source of national pride	
	PA TECHN	HEADQUARTERS PHILIPPINEARMY ICAL WORKING GROUP FOR ORDNANCE – FIREPOWE Fort Andres Bonifacio, Metro Manita	R
PA	TWG-Ordnance	06 A	ugust 2021
		Parts List for Designated Marksman Rifle	
1. Des		rogram of Expenditure (POE) for Procurement of Span n Rifle from Firepower Branch, OG4, PA.	Parts fo
E		DESCRIPTION	QTY (ea
	the second se	EMENT OF SPARE PARTS FOR DMR	
1	JI Part Nr	Particulars	10
	1. 1511079	SPRING, MAG CATCH	10
-	2. 1511116 3. 1511133	SPRING, TAKE DOWN PLUNGER LOCK NUT, RECEIVER EXTENSION	10
-	4. 1511134	SPACER	10
	5. 1511722	HINGE DISC SPRING	10
	6. 1511900	CRUSH WASHER, 7.62	10
	7. 1700027	SPRING, FORWARD ASSIST	10
	8. 1700028	FORWARD ASSIST ASSY	10
	9. 1700036	SPRING, EJECTION PORT	10
1	0. 1700077	SCREW, BUTTON HEAD CAP, 250-28 UNF X .875, SS, PL, HEX SOC	10
lane in the second s	1. 1700080	DETENT, SAFETY	10
	2. 1700091	PLUNGER, BOLT CATCH	10
	3. 1700107	RETAINER, BUFFER	10
	4. 1700108	SPRING, RETAINER, BUFFER	10
	5. 1700136	PIN, HAMMER	10
	6. 1700137 7. 1700144	PIN, TRIGGER DETENT, TAKE DOWN & PIVOT PIN	10
	8. 1700230	WRENCH, HEX, 5/32 IN	10
	9. 1700231	SLING AND SWIVEL ASSY, BLK NYLON 2 & 3 POINT, 516/716	10
2	0. 1700951	BUFFER ASSY, H2, CARBINE	10
	1. 1701199	SELECTOR, FIRE CONTROL, SEMI	10
2	2. 1701200	CAP, SHORT, FIRE SELECTOR, AMBI	10
2	3. 1702348	TRIGGER SPRING	10
and the second se	4. 1702349	MATCH DISCONNECT	10
	5. 1702350	DISCONNECT SPRING	10
and a second sec	6. 1702351	HAMMER SPRING MATCH TRIGGER WITH DLC	10
and the second se	7. 1702354 8. 1800004	MAGAZINE, 308 WIN, 20RD, MAGPUL PMAG	10
8	e e c	Honor Patriotism. Duty A Mongrad	ge 1 3
		Bidder's Company Name	
		Signature of Authorized Representative	
		Designation	

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Annex 4-B (Page 2 of 3)

TECHNICAL SPECIFICATION

29. I	1800010	AMBI MAG CATCH ASSY	10
30.	1800024	SPRING, ACTION	10
21.	1800056	PIN, PIVOT	10
32.	1800061	PIN, TAKE DOWN	10
33.	1800140	SPRING, TAKE DOWN PLUNGER	10
34.	1800161	TUBE, RECEIVER EXTENSION	10
35.	1800255	SPRING, EJECTOR & SAFETY DETENT	10
36.	1800543	CHARGING HANDLE ASSY, AMBI	10
37.	1800583	COVER PIN	10
38.	1800627	BOLT CATCH	10
39.	1800813	BOLT CARRIER ASSY, SEMI, NO RINGS, VENTED	10
40.	1800920	SCREW, FLAT HEAD T25, 10-32 X .335L	30
41.	1800958	OP ROD BUSHING	10
42.	1801006	BARREL & GAS BLOCK ASSY, 16 IN, DMR, 7.82 X 51, 1/10	16
43.	1800923	OP ROD	10
44.	1702292	SPRING, OP ROD	10
45.	1800895	CAP, OP ROD SPRING	10
46.	1801019	GUIDE, OP ROD SPRING	10
47.	1801028	PIN, COILED SPRING, 3/32 IN X 5/6 IN	10
48.	1801015	PIN, RECOIL	10
49.	1801141	CLAMPING BLOCK, INTEGRATED OP ROD STRIKE FACE, MACHINED	10
50.	1810352	BUTTON, MAG RELEASE	10
51.	2400046	PIN, COILED SPRING, 3/32 IN X 7/16 IN	10
52.	2400046	PIN, COILED SPRING, 3/32 IN X 7/16 IN	10
53.	2400093	TAPER CAP, 7.62	10
54.	2400166	PIN, COILED SPRING, 3/32 IN X 3/4 IN	10
55.	2400784	PIN, COILED SPRING, 3/32 IN X 5/8 IN	10
56,	2400908	SPRING, BOLT CATCH	10
57.	2401603	RECEIVER PIN WEDGE	10
58,	2401840	MATCH HAMMER ASSY, SEMI, FPL, MACHINED	10
59.	2600109	PIN, COILED, .094 X .500, HD, SS, BO	10
60.	8500906	RIFLE BAG, VCI. 12 X 44 X .003	10
61.	8501215	CASE, BLK, POLY, OVERSIZED	10
62.	8501288	CHAMBER SAFETY FLAG, RIFLES	10
63.	1700182-01	MAGPUL CTR BUTTSTOCK, BLK	10
84.	1701482-01	PISTOL GRIP, BLK	10
65.	1800640-01	DEFLECTOR, BLK	10
66.	1800682-01	LEVER, GAS VALVE, BLK	10
67.	1800918-01	CLAMP, HANDGUARD, LEFT SIDE, MIM, BLACK	20
68.	1800955-01	HANDGUARD, 20 MOA, BLK ANODIZE	10
69.	1800956-01	COMP-BRAKE, 7.62, BLK	10
70.	1800976-01	GAS VALVE, THREE POSITION, BO1	10
71	1801144-01	CLAMP, HANDGUARD, RIGHT SIDE, MIM, BLK	20
72.	1801148-01	SCREW, FLAT HEAD T25, 10-32 X .40L, BLK	40
73.	2401336-01	INSERT, QD CUP, ANTI-ROTATION (MIM), BLK	20
74.	2600082-01	EJECTION PORT DOOR ASSY, BLK	20

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Honor, Patriolism, Duty. pr Page 213

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

14.1

Annex 4-B (Page 3 of 3)

TECHNICAL SPECIFICATION

By 2020, a world class Army that is a source of national pride

BERNIE E AFABLE MAJ (OS) PA Member, Technical Officer

DARYLL JAMES & FLORES CPT (OS) PA Member, End-User

JENNIFER P HIDUNG CPT (JAGS) PA Member Legal Officer

GIOVANNI D PENAFLORIDA JR CPT (OS) PA Member, Technical Officer

KAREN N PADAYAO CPT (OS) PA Member, Financial Officer

EUGENICE IVY GWYNN Y BAUTISTA CPT (JAGS) + PA Member, Legal Officer

FERNANDO B DULAWAN COL GSC (OS) PA Chairperson, TWG



Honor. Patriotism. Duty.

Page 3|3

9

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

TECHNICAL BID FORM

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

BIDDER'S CERTIFICATION ON CONFORMANCE TO THE PROJECTS TECHNICAL SPECIFICATIONS

I, _____, Production Engineer/Technical Personnel of _____(Name of Foreign Company/Bidder) hereby certify that I have read and understood the Technical Specifications for the project, Procurement of ______for Philippine Army under Bid Ref Nr_____ copies of which we have acknowledged to have received on _____.

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

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

Name

Signature

PRODUCTION ENGINEER/ TECHNICAL PERSONNEL Position in the Company

TECHNICAL BID FORM

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

Schedule of Requirements

		DESCRIPTION	QTY (Each)	DELIVERY PERIOD	DELIVERY PLACE	Comply/ Not Comply
1- L(OT PROCUR	EMENT OF SPARE PARTS FOR	DMR			
L/I	Part Nr	Particulars				
1.	1511079	SPRING, MAG CATCH	10			
2.	1511116	SPRING, TAKE DOWN PLUNGER	10			
3.	1511133	LOCK NUT, RECEIVER EXTENSION	10			
4.	1511134	SPACER	10			
5.	1511722	HINGE DISC SPRING	10			
6.	1511900	CRUSH WASHER, 7.62	10			
7.	1700027	SPRING, FORWARD ASSIST	10			
8.	1700028	FORWARD ASSIST ASSY	10			
9.	1700036	SPRING, EJECTION PORT	10			
10.	1700077	SCREW, BUTTON HEAD CAP, .250- 28 UNF X .875, SS, PL, HEX SOC	10			
11.	1700080	DETENT, SAFETY	10			
11.	1700080	PLUNGER, BOLT CATCH	10	1	Armame	
12.	1700091	RETAINER, BUFFER	10	1	nts	
13.	1700107	SPRING, RETAINER, BUFFER	10	1	Compan	
14.	1700136	PIN, HAMMER	10			
16.	1700130	PIN, TRIGGER	10		y,	
16.		DETENT, TAKE DOWN & PIVOT PIN	20		AABn,	
	1700144	WRENCH, HEX, 5/32 IN		One	1LSG,	
18.	1700230	SLING AND SWIVEL ASSY, BLK	10	Hundred	Army	
19.	1700231	NYLON 2 & 3 POINT, 516/716	10	(100)	Support	
20.	1700951	BUFFER ASSY, H2, CARBINE	10	Calendar	Comma	
21.	1701199	SELECTOR, FIRE CONTROL, SEMI	10	Days	nd, PA,	
22.	1701200	CAP, SHORT, FIRE SELECTOR, AMBI	10	-	Camp	
23.	1702348	TRIGGER SPRING	10	upon	General	
24.	1702349	MATCH DISCONNECT	10	receipt of	Emilio	
25.	1702350	DISCONNECT SPRING	10	NTP	Aguinal	
26.	1702351	HAMMER SPRING	10		•	
27.	1702354	MATCH TRIGGER WITH DLC	10		do,	
28.	1800004	MAGAZINE,.308 WIN, 20RD, MAGPUL PMAG	10		Quezon City,	
29.	1800010	AMBI MAG CATCH ASSY	10		Philippin	
30.	1800024	SPRING, ACTION	10	1	es.	
31.	1800056	PIN, PIVOT	10	1	63.	
32.	1800061	PIN, TAKE DOWN	10	1		
33.	1800140	SPRING, TAKE DOWN PLUNGER	10	1		
34.	1800161	TUBE, RECEIVER EXTENSION	10	1		
35.	1800255	SPRING, EJECTOR & SAFETY DETENT	10			
36.	1800543	CHARGING HANDLE ASSY, AMBI	10	1		
37.	1800583	COVER PIN	10	1		
38.	1800627	BOLT CATCH	10	1		
39.	1800813	BOLT CARRIER ASSY, SEMI, NO RINGS, VENTED	10			
40.	1800920	SCREW, FLAT HEAD T25, 10-32 X .335L	30			
41.	1800958	OP ROD BUSHING	10	1		

42.	1801006	BARREL & GAS BLOCK ASSY, 16 IN, DMR, 7.62 X 51, 1/10	16		
43.	1800923	OP ROD	10		
44.	1702292	SPRING, OP ROD	10		
45.	1800895	CAP, OP ROD SPRING	10		
46.	1801019	GUIDE, OP ROD SPRING	10		
47.	1801028	PIN, COILED SPRING, 3/32 IN X 5/6 IN	10		
48.	1801015	PIN, RECOIL	10		
49.	1801141	CLAMPING BLOCK, INTEGRATED OP ROD STRIKE FACE, MACHINED	10		
50.	1810352	BUTTON, MAG RELEASE	10		
51.	2400046	PIN, COILED SPRING, 3/32 IN X 7/16 IN	10		
52.	2400046	PIN, COILED SPRING, 3/32 IN X 7/16 IN	10		
53.	2400093	TAPER CAP, 7.62	10		
54.	2400166	PIN, COILED SPRING, 3/32 IN X 3/4 IN	10		
55.	2400784	PIN, COILED SPRING, 3/32 IN X 5/8 IN	10		
56.	2400908	SPRING, BOLT CATCH	10		
57.	2401603	RECEIVER PIN WEDGE	10		
58.	2401840	MATCH HAMMER ASSY, SEMI, FPL, MACHINED	10		
59.	2600109	PIN, COILED, .094 X .500, HD, SS, BO	10		
60.	8500906	RIFLE BAG, VCI, 12 X 44 X .003	10		
61.	8501215	CASE, BLK, POLY, OVERSIZED	10		
62.	8501288	CHAMBER SAFETY FLAG, RIFLES	10		
63.	1700182-01	MAGPUL CTR BUTTSTOCK, BLK	10		
64.	1701482-01	PISTOL GRIP, BLK	10		
65.	1800640-01	DEFLECTOR, BLK	10		
66.	1800682-01	LEVER, GAS VALVE, BLK	10		
67.	1800918-01	CLAMP, HANDGUARD, LEFT SIDE, MIM, BLACK	20		
68.	1800955-01	HANDGUARD, 20 MOA, BLK ANODIZE	10		
69.	1800956-01	COMP-BRAKE, 7.62, BLK	10		
70.	1800976-01	GAS VALVE, THREE POSITION, BO1	10		
71.	1801144-01	CLAMP, HANDGUARD, RIGHT SIDE, MIM, BLK	20		
72.	1801146-01	SCREW, FLAT HEAD T25, 10-32 X .40L, BLK	40		
73.	2401336-01	INSERT, QD CUP, ANTI-ROTATION (MIM), BLK	20		
74.	2600082-01	EJECTION PORT DOOR ASSY, BLK	20		

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

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Omnibus Sworn Statement

Annex 7

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

- 3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. Select one, delete the rest:

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

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

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

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

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

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

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

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

NAME OF NOTARY PUBLIC

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

(Bidder's Company Letterhead)

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

WARRANTY UNDERTAKING

I/We, <u>(Name)</u>, <u>(Title/Capacity)</u>, the duly authorized representative of <u>(Company/Bidder)</u>, 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

Conforme:

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Bidder's Company Letterhead

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

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:			-
с	=	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

(NAME OF BANK) COMMITTED LINE OF CREDIT

Date:

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

CONTRACT/PROJECT	:
COMPANY FIRM	·
ADRESS	·
BANK/FINANCING INSTITUTION	·
ADRESS	·
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

Annex 11-A

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE** executed by:

				, A	sole	propriet	orship/cc	orpo	ration duly organized and existing under and by virtue of
the	laws	of	the	Philippines,	with	offices	located	at	, represented herein by its
			, he	reinafter refer	red to	o as			

-and-

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

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

WITNESSETH That:

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

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

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

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

JV Partner (Name of Company)

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

Name

Designation

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

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

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

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

[JURAT]

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

NOTARY PUBLIC

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

Annex 11-B

Bidder's Company Letterhead

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

CERTIFICATE OF JOINT VENTURE NON-EXISTENCE

This is to certify that <u>(name of bidder)</u> will be participating **without a joint venture partner** in the procurement of <u>(name of project)</u>. 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

Annex 12 A1

Bidder's Company Letterhead

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21 FINANCIAL BID FORM

ltem Nr	Description	Qty (Units)	Α	BC Price	Bidder's Proposal		
INI		(Units)	U/P	Total Price	U/P	Total Price	
Proc	urement of 1-LOT Spai	re Parts f	or Desigi	nated Marksma	n Rifle		
1.	SPRING, MAG CATCH	10	264.78				
2.	SPRING, TAKE DOWN PLUNGER	10	264.78				
3.	LOCK NUT, RECEIVER EXTENSION	10	370.90				
4.	SPACER	10	264.78				
5.	HINGE DISC SPRING	10	158.65				
6.	CRUSH WASHER, 7.62	10	264.78		-		
7.	SPRING, FORWARD ASSIST	10	264.78				
8.	FORWARD ASSIST ASSY	10	689.26				
9.	SPRING, EJECTION PORT	10	158.65				
10.	SCREW, BUTTON HEAD CAP, .250-28 UNF X .875, SS, PL, HEX SOC	10	264.78				
11.	DETENT, SAFETY	10	264.78		-		
12.	PLUNGER, BOLT CATCH	10	264.78		-		
13.	RETAINER, BUFFER	10	264.78				
14.	SPRING, RETAINER, BUFFER	10	264.78				
15.	PIN, HAMMER	10	158.65				
16.	PIN, TRIGGER	10	264.78				
17.	DETENT, TAKE DOWN & PIVOT PIN	20	132.39	1,127,000.00			
18.	WRENCH, HEX, 5/32 IN	10	158.65				
19.	SLING AND SWIVEL ASSY, BLK NYLON 2 & 3 POINT, 516/716	10	1,101.12				
20.	BUFFER ASSY, H2, CARBINE	10	1,582.22				
21.	SELECTOR, FIRE CONTROL, SEMI	10	370.90				
22.	CAP, SHORT, FIRE SELECTOR, AMBI	10	264.78				
23.	TRIGGER SPRING	10	264.78				
24.	MATCH DISCONNECT	10	370.90				
25.	DISCONNECT SPRING	10	370.90				
26.	HAMMER SPRING	10	264.78				
27.	MATCH TRIGGER WITH DLC	10	651.59				
28.	MAGAZINE,.308 WIN, 20RD, MAGPUL PMAG	10	1,139.44				
29.	AMBI MAG CATCH ASSY	10	477.02				
30.	SPRING, ACTION	10	370.90				
31.	PIN, PIVOT	10	370.90				
32.	PIN, TAKE DOWN	10	583.14				

33. SPRING, TAKE DOWN PLUNGER 10 264.78 34. TUBE, RECEIVER EXTENSION 10 1,208.61 35. SPRING, EJECTOR & SAFETY DETENT 10 2,168.14 36. CHARGING HANDLE ASSY, AMBI 10 2,168.14 37. COVER PIN 10 158.65 38. BOLT CATCH 10 370.90 39. SEMI, NO RINGS, VENTED 10 2,64.78 40. SCREW, FLAT HEAD T25, 10-32 X .335L 30 52.88 41. OP ROD BUSHING 10 2,653.06 42. ASSY, 16 IN, DMR, 7.62 X 51, 1/10 16 31,783.66 43. OP ROD 10 2,653.06 44. SPRING, OP ROD 10 2,653.06 44. SPRING, OP ROD 10 2,64.78 45. CAP, OP ROD SPRING 10 477.02 47. PIN, COILED SPRING, 3/32 IN X 5/6 IN 10 370.90 48. PIN, RECOIL 10 2,538.42 50. BUTTON, MAG RELEASE
34. EXTENSION 10 1,208.61 35. SPRING, EJECTOR & SAFETY DETENT 10 264.78 36. CHARGING HANDLE ASSY, AMBI 10 2,168.14 37. COVER PIN 10 158.65 38. BOLT CATCH 10 370.90 39. SEMI, NO RINGS, VENTED 10 7,877.95 40. SCREW, FLAT HEAD T25, 10-32 X .335L 30 52.88 41. OP ROD BUSHING 10 2,653.06 42. ASSY, 16 IN, DMR, 7.62 X 51, 1/10 10 2,653.06 44. SPRING, OP ROD 10 2,653.06 44. SPRING, OP ROD 10 2,64.78 45. CAP, OP ROD SPRING 10 477.02 47. SJ2 IN X 5/6 IN 10 370.90 48. PIN, COILED SPRING, 3/32 IN X 5/6 IN 10 2,538.42 50. BUTTON, MAG RELEASE 10 2,64.78 51. SJ32 IN X 7/16 IN 10 264.78 52. PIN, COILED SPRING, 3/32 IN X 7/1
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56. SPRING, BOLT CATCH 10 264.78
57. RECEIVER PIN WEDGE 10 158.65
58.MATCH HAMMER ASSY, SEMI, FPL, MACHINED102,853.40
59. PIN, COILED, .094 X .500, HD, SS, BO 10 264.78
60. RIFLE BAG, VCI, 12 X 44 10 158.65 X .003
61. CASE, BLK, POLY, OVERSIZED 10 2,749.63
62. CHAMBER SAFETY FLAG, RIFLES 10 264.78
63. MAGPUL CTR BUTTSTOCK, BLK 10 2,026.89
64. PISTOL GRIP, BLK 10 370.90
65. DEFLECTOR, BLK 10 370.90
67. CLAMP, HANDGUARD, 20 132.39
Image: Bar Side, Mim, BLACK Image: Bar Side, Mim, BLACK 68. HANDGUARD, 20 MOA, BLK ANODIZE 10 11,076.30 69. COMP-BRAKE, 7.62, BLK 10 934.57

70.	GAS VALVE, THREE POSITION, BO1	10	1,880.21			
71.	CLAMP, HANDGUARD, RIGHT SIDE, MIM, BLK	20	132.39			
72.	SCREW, FLAT HEAD T25, 10-32 X .40L, BLK	40	66.19			
73.	INSERT, QD CUP, ANTI- ROTATION (MIM), BLK	20	238.51			
74.	EJECTION PORT DOOR ASSY, BLK	20	708.43			
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**.

Conforme:

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Annex 12-A2 FORM NO. 1

Bidder's Company Letterhead

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

For Goods Offered From Abroad

Name of Bidder ______. Bid Ref Nr ____. Page ____ of ____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Qty	Unit price CIF port of entry (specify port) or 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)

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 _____

Annex 12-A2 FORM NO. 2

Bidder's Company Letterhead

Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army

Bid Ref. No. ORD PABAC2 030-08-21

For Goods Offered From Within the Philippines

Name of Bidder ______. Bid Ref Number ___. Page _____ of ____.

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

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



Page 66 of 66 Procurement of Spare Parts for Designated Marksman Rifle for the Philippine Army