### **BIDDING DOCUMENTS**

# Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicle

# FOR THE SUBIC BAY METROPOLITAN AUTHORITY

**PUBLIC BIDDING NO: 21-110-1** 

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

# INVITATION TO BID FOR THE

#### Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicle for the Subic Bay Metropolitan Authority (SBMA)

#### **PUBLIC BIDDING NO. 21-110-1**

FUNDING SOURCE:

Government of the Philippines (GOP) through approved budget of the General Appropriation Act for FY 2017 of the Subic Bay Metropolitan Authority

1. The **PROCUREMENT SERVICE** invites PhilGEPS registered suppliers to bid for the following items:

Lot No.	Quantity	Item/Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	1 lot	Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicles, at least 650 horsepower Euro 4 diesel engine.  • One unit with High Reach Extendable Turret (HRET) • One unit without HRET	₽ 108,641,000.00	₽11,000.00	Please refer to Section VI. Schedule of Requirements

Bidders should have completed, within *Ten* (10) years prior to the date of submission and receipt of bids, a contract similar to the Project.

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	October 4, 2021
Issuance and Availability of Bid Documents	October 4, 2021
Pre-Bid Conference	October 11, 2021@ 10:00AM
Last day of Submission of Written Clarification	October 13, 2021
Last day of Issuance of Bid Bulletin	October 18, 2021
Deadline for Submission	October 25, 2021@ 10:00AM
Opening of Bids	Immediately after the Deadline of Submission of Bids

- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
- 4. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.
- 5. Interested bidders may obtain further information from the Procurement Service and inspect the Bidding Documents at the address given below during office hours.

A complete set of Bidding Documents may be acquired by interested Bidders from the PS Cashier's Office and upon payment of a nonrefundable fee in amounts pursuant to the Schedule.

It may also be downloaded free of charge from the website of the Procurement Service – DBM (PS-DBM), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

- 6. The PROCUREMENT SERVICE will hold a Pre-Bid Conference on 11 October 2021; 10:00 A.M. which shall be open to all interested parties. Pursuant to the Modified Enhanced Community Quarantine and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed thru this link: <a href="https://meet.google.com/qwf-xkxr-njc">https://meet.google.com/qwf-xkxr-njc</a> for online access via Google Meet.
- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be conducted on <u>25 October 2021; 10:00 A.M.</u> at the Bidding Room, Conference Room, Procurement Service, Cristobal St., Paco, Manila. Pursuant to the Modified Enhanced Community Quarantine and strict implementation of physical

distancing due to the pandemic, the scheduled meeting may be accessed thru this link: <a href="https://meet.google.com/skh-zbfz-gdz">https://meet.google.com/skh-zbfz-gdz</a> for online access via Google Meet. Bids will be opened in the presence of the Bidders' representatives who choose to attend the opening. Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.

- 8. Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the 2<sup>nd</sup> Floor of the Procurement Service.
- 9. The PROCUREMENT SERVICE reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
- 10. For further information, please refer to:

Bids and Awards Committee I
Procurement Service
RR Road, Cristobal St., Paco, Manila
8290-6300 loc. 4030
dcinco@ps-philgeps.gov.ph

DICKSON T. PANTI
Chairperson, Bids and Awards Committee I

Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, Procurement Service - DBM wishes to receive Bids for the Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicles for the Subic Bay Metropolitan Authority under a RA 9184, with Public Bidding No. 21-110-1.

The Procurement Project (referred to herein as "Project") is composed of **one** (1) **lot**, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **General Appropriation Act for FY 2017** in the amount of <u>108,641,000.00</u>.
- 2.2. The source of funding is:

#### Subic Bay Metropolitan Authority GAA 2017

#### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least Fifty percent (50%) of the ABC.

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.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 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 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 *Ten* (10) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

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

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - i. 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:
  - a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days from the opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

#### 16. Deadline for Submission of Bids

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

#### 17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

#### 18. Domestic Preference

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 follows:

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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

#### 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

# **Bid Data Sheet**

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be:				
a. <u>contracts similar to those classified as Aircraft Rescue</u> <u>Vehicles.</u>					nd Fire Fighting
	_	oleted within Ten (1 of bids.	0) years prior to	the deadline for th	e submission and
7.1	Subcontra	cting is not allowed.			
12		of the Goods shall boort <b>Zone</b> or the appoject.	•	•	
14.1		ecurity shall be in forms and amounts:	the form of a Bid	Securing Declarati	on, or any of the
	Lot No.	Item/Description	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012
	1	Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicles, at least 650 horsepower Euro 4 diesel engine.	2,172,820.00	5,432,050.00	Please see Section VIII attached as Annex "H"
15.	Each Bidder shall submit one (1) original and One (1) copy of the first and second components of its bid.  The duplicate- <i>i.e.</i> copy 1, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.				

#### 19.3 The lots and references are:

Lot No.	Quantity	Item/Description	Approved Budget for the Contract
1	1 Lot	Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicles, at least 650 horsepower Euro 4 diesel engine	108,641,000.00

#### 20.1 No other licenses and permits required.

For purposes of Post-qualification the following document(s) shall be required:

- 1. Income Tax Returns for year 2020 (BIR Form 1701 or 1702).
- 2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, for the period covering the last six (6) months from the date of the opening of bids.
  - a. The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized (i.e. BIR RMC No. 37-2020 and RMC No. 4-2021) subject to validation and verification.
- 3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.
- 4. Submission of proof of evidence as proof of compliance with the bidder's actual offer, if applicable:
  - a. In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "comply" must be supported by evidence in a bidders bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.
- 5. Certification accompanied with *verifiable* proof that the brand being offered has been in the International Market for at least **TEN** (10) **YEARS**;

	6. Certification accompanied with verifiable proof that the company has supplied ARFF for the last ten (10) years.
	7. Certificate of Spare Parts availability in the Philippines for the next <b>FIVE</b> (5) <b>YEARS</b> after end-of-production issued by the manufacturer or authorized dealer.
	8. Certificate of Compliance to ECE-R29-3 issued by the manufacturer or any authorized certifying body for the offered brand and model.
	9. Maintenance plan for the 3-year warranty period
	10. At least one (1) Service Center in either Region 3 or NCR.
	11. Certificate of compliance to ICAO and NFPA 414 issued by the manufacturer or any authorized certifying body for the offered brand and model.
	12. The bidder must provide list of required maintenance parts with corresponding of the ARFF Truck after the warranty period.
	13. Updated PhilGEPS Certificate of Registration (Platinum Membership).
	N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.
21.2	No further instructions.

Section IV.	General C	Condition	is of Con	tract

#### 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 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
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# **Special Conditions of Contract**

GCC Clause	
1	The Project Sites are:
1	
	Subic Bay International Airport, Subic Bay Freeport Zone
	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, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Engr. Zharrex R. Santos.</i> 09175120638
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	b. furnishing of tools required for assembly and/or maintenance of
	the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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 5 years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 3 months 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:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight

Any special lifting instructions

Any special handling instructions
Any relevant HAZCHEM classifications

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

#### Transportation -

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.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payment shall be made after acceptance of delivery.
4	The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.
5.1	Please refer to the Technical Specification

# Section VI. Schedule of Requirements

Lot No.	Qty	Item/Description	Delivery period
1	1 lot	Supply, Delivery and Testing of Aircraft Rescue and Fire Fighting Vehicles, at least 650 horsepower Euro 4 diesel engine.  One unit with High Reach Extendable Turret One unit without HRET	Within One Hundred Eighty (180) Calendar Days from the effective date indicated in the Notice to Proceed

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.			
Name of Company	Signature Over Printed Name of Authorized Representative	Date	

Section VII. Technical Specifications

#### TECHNICAL SPECIFICATIONS

Aircraft Rescue and Fire

: Fighting Vehicles , Brand LOT NO. 1

New

**QUANTITY** 1 lot

APPROVED BUDGET

**FOR** THE

P 108,641,000.00 **CONTRACT** 

Item	Specifications	Bidder's Statement of Compliance	Reference
A	AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE, ONE (1) UNIT WITH HIGH REACH EXTENDABLE TURRET (HRET).	Brand & Model:	
A.1	Compliance The ARFF vehicles shall be designed to meet the ICAO and NFPA 414 standards as minimum.		
A.2	General		
	Chassis : 6x6 Customized		
	Engine $: \ge 650$ horsepower single engine configuration		
	Fuel : Diesel		
	Emission : Euro 4 or better		
	Transmission : $\geq$ 7-speed automatic ( $\geq$ 6 forward + 1 reverse)		
	Water tank : ≥ 12,000L nominal capacity w/ ≥ 11,000L usable capacity		
	Foam tank $: \ge 1,400L$ nominal capacity $w/\ge 12\%$ of the water tank usable capacity		
A.3	Performance		
	Side Slope Stability (Tilt Angle) $:\ge 30^{\circ}$		
	Acceleration time from 0 to 80kph $: \le 35 \text{ sec}$		
	Top speed : $\geq$ 113 kph		
	Stopping distance from 64 kph : ≤ 49 m		
	Water pump out $: \ge 8,000 \text{ lpm}$ @ 10 bar		
	Overall width : 3m to 3.5m		
	Overall length : 11m to 13m		
	Height w/ HRET : ≤ 4m		
A.4	Bolted and welded, heat treated steel construction and consisting of longitudinal side rails with cross members, gussets located to provide adequate strength for imposed loads, and maximum accessibility of all drive line components.      The frame must be designed to enable the vehicle to withstand permanent deformation and minimal transferring of torsional stress to the tank.      Composite basic frame structure must be designed to minimized the effects of corrosion.		

A.5	Engine     An engine coolant preheating device shall be provided as an aid to rapid starting and high initial engine performance	
A.6	Vehicle Drive  All-wheel drive on these vehicles shall incorporate a drive to the front and rear axles that is engaged at all times during the intended airport service.  An inter-axle differential shall be installed with automatic means or driver-selected means of differential locking.	
A.7	Steering The chassis shall be equipped with power-assisted steering with direct mechanical linkage from the steering wheel to the steered axle(s) to allow manual control in the event of power-assist failure.	
A.8	<ul> <li>Brakes</li> <li>Service brakes shall be of the all-wheel type with split circuits so that failure of one circuit shall not cause total service brake failure.</li> <li>The service brakes shall be capable of holding the fully loaded vehicle on a 50 percent grade.</li> <li>Shall be equipped with ABS to prevent wheel lock-up and enhance driver control and vehicle stability under certain conditions.</li> </ul>	
A.9	<ul> <li>Rims, Tires, and Wheels</li> <li>The Vehicles shall meet paved surface performance while still providing off-pavement performance compatible with the conditions encountered at the operational airport.</li> <li>All wheels shall be of the single-wheel type, with all rims, tires, and wheels of an identical size and the same tire tread design.</li> <li>Each ARFF vehicle shall be provided with one (1) new spare tire complete with the same rims of the installed wheels.</li> </ul>	
A.10	Towing Connections	
A.10	At least two large tow eyes or tow hooks (one at the front and one at the rear), capable of towing the vehicle on level ground without damage, shall be mounted on the truck and attached directly to the frame structure or where recommended by the vehicle manufacturer.	
A.11	<ul> <li>Cab</li> <li>ECE R29-3 compliant or better.</li> <li>The cab shall be weatherproof.</li> <li>The cab shall be fully insulated thermally and acoustically with a fire-resistant material.</li> <li>The cab shall be a separate unit that is flexibly mounted on the main vehicle frame.</li> <li>The vehicle shall be constructed so that a seated driver, shall be capable of the following: <ul> <li>To see the ground at least 6m ahead of the vehicle</li> <li>To have a field of vision of at least 5 degrees above the horizontal plane</li> <li>To have a field of vision in the horizontal plane of at least 90 degrees on each side from the straight ahead position</li> </ul> </li> </ul>	

	<ul> <li>Not to have his or her vision obstructed by more than 7 degrees per obstruction</li> <li>Seating capacity of at least four (4) including the driver</li> </ul>	
A.12	<ul> <li>The body shall be constructed of materials that are of the lightest weight consistent with the strength necessary for off-pavement operation over rough terrain and exposure to excess heat, and body panels shall be removable where necessary to provide access to the interior of the vehicle.</li> <li>Access doors shall be provided for those areas of the interior of the vehicle that are inspected frequently, including, but not limited to, the following: <ul> <li>Engine</li> <li>Pump</li> <li>Foam-proportioning system</li> <li>Battery storage</li> <li>Fluid reservoirs</li> </ul> </li> <li>Compartments for storage of equipment and tools to be carried on the vehicle shall have the following characteristics: <ul> <li>Be weather resistant</li> <li>Be self-draining</li> <li>Be lighted</li> </ul> </li> <li>A working deck that is reinforced and constructed of, or covered with, a slip-resistant material shall be provided and shall be reinforced adequately to allow the crew to perform its duties in the primary turret area, cab hatch area, water tank top fill area and foam-liquid top fill area, and in other areas where access to complementary or installed equipment is necessary.</li> </ul>	
A.13	Water and Foam Tank The tank shall be constructed to resist all forms of deterioration that could be caused by the water and the foam concentrate while affording the structural	
A.14	integrity necessary for off-road operation.  Plumbing System The piping shall be of material resistant to corrosion by foam-liquid concentrates, and the flexible components shall be made of high pressure, oil resistant special rubber that can operate under overpressure and vacuum conditions.	
A.15	<ul> <li>Water/Agent Pump</li> <li>Shall be constructed of corrosion-resistant metals of the single-stage or multiple-stage centrifugal type.</li> <li>Pumps shall be gravity primed from the vehicle tank.</li> <li>Able to draft water from open source including sea water</li> <li>The pump and piping system shall be designed to eliminate the entrapment of air.</li> <li>All proportioning system components shall be made of materials resistant to corrosion by all primary agents.</li> <li>The pump(s) drive shall allow operation of the pump(s) and simultaneous operation of the vehicle.</li> <li>The pump(s) shall not be affected by changes in</li> </ul>	

	transmission ratios or the actuation of clutches in the vehicle drive.  • The design of the drive system and controls shall prevent damage to the drive and minimize lurching of the vehicle when the vehicle drive is engaged during pumping operations.  • The pump(s) drive system shall be capable of absorbing the maximum torque delivered by the engine to the pump(s) and withstanding the engagement of the pump(s) at all engine and vehicle speeds and under all operating conditions.  • The operation of the pump(s) shall not, under any conditions, cause the engine to stall or cause more than a slight and momentary reduction in engine speed and consequent drop in pump pressure.  • During shifting from forward to rearward drive, the pumping system shall maintain the preset discharge pressure.  • An automatic system with a visual and acoustic alarm shall be provided to prevent overheating of the pumps while they are engaged and operating at zero discharge.  • A pressure relief system shall be provided to protect and ensure optimum performance of the system.	
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A.16	Foam Proportioning System  The ARFF vehicle shall be equipped with electronic- automatic around the pump (ATP) type foam proportioning system.	
A.17	Turret and Under Truck/Protection Nozzles	 
	<ul> <li>The ARFF vehicles shall be equipped with the following:         <ul> <li>HRET w/ piercing tool with ≥ 15m working height</li> <li>Bumper turret</li> <li>Minimum five (5) under truck/protection nozzles</li> </ul> </li> <li>All turrets and nozzles flow rates shall be NFPA 414 compliant</li> </ul>	
A.18	Pre-connected Handline	
A.10	<ul> <li>The ARFF vehicle shall be provided on each side of the lower body of the compartment with:</li> <li>One (1) Pre-connected handline, 1.5" dia. x 30m. double jacket delivery hose with pistol grip nozzle; and</li> <li>One (1) water and foam branch-pipe, 1.5" dia.</li> </ul>	
A.19	<b>Dual Agent Hose Reel Handline</b>	 
	The ARFF vehicle shall be provided with two (2) electric rewind hose reel located in a lower body compartment, one on each side. The reel shall hold minimum 50m of DN25 non-deformable delivery hose with coupling and nozzle.	
A.20	Dry Chemical System The ARFF vehicle shall be provided with at least 250-kg Dry Chemical System mounted on the vehicle with pressure valve, purge valve, relief valve. The propellant agent shall be dry nitrogen gas. Powder rapid intervention hose reel with minimum 30m DN25 non-deformable delivery hose.	
A.21	<ul> <li>Electrical Equipment (Lighting and Warning System)</li> <li>The apparatus shall be provided the following:</li> <li>Electronic siren with public address system and front mounted speaker</li> </ul>	

	<ul> <li>Integrated strobe lights/beacon light (RED Color)</li> <li>LED deck lights</li> <li>Fog lights</li> <li>Stop, turn and back up lights with electric back up alarm</li> <li>LED compartment lights</li> <li>Step and ground lights</li> <li>Door ajar alarm</li> <li>Each five (5) working LED lights on top left &amp; right and two (2) in the rear</li> <li>Two (2) front Xenon lights</li> </ul>		
	<ul> <li>Reverse camera</li> <li>Detachable search light</li> <li>Internal and external battery charger during standby periods with detachable plug to a 230V AC outlet</li> </ul>		
A.22	Power Source Generator  Power source generator suitable for the rescue requirement shall be provided with an output capacity of not less than 5kVA. It shall be equipped with electric and manual starter.		
A.23	VHF Radio At least four (4) channel VHF up to 800MHz UHF radio shall be mounted in the cab for two-way voice radio communication linking with the fire station, control tower, and all other aircraft fire and rescue vehicle including required licenses.		
A.24	Vehicle Paint Finish The ARFF vehicle shall be painted and marked to comply with the painting and marking standards for ICAO, NFPA and other vehicle related painting standards.		
A.25	Lettering and Striping The ARFF Vehicle lettering and striping shall be placed on each side with reflective letter and striping as directed by the end user. The supplier shall submit a design prior the manufacturing subject to enduser's approval.		
В	AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE, ONE (1) UNIT WITHOUT HIGH REACH EXTENDABLE TURRET.	Brand & Model:	
B.1	Compliance The ARFF vehicles shall be designed to meet the ICAO and NFPA 414 standards as minimum.		
B.2	General         Chassis       : 6x6 Customized         Engine configuration       : ≥ 650 horsepower single engine eng		
	Water tank $: \ge 12,000L$ nominal capacity w/ $\ge 11,000L$ usable capacity  Foam tank $: \ge 1,400L$ nominal capacity w/ $\ge 12\%$ of the water tank usable capacity		
B.3	PerformanceSide Slope Stability (Tilt Angle): $\geq 30^{\circ}$		

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	Acceleration time from 0 to 80kph $: \le 35 \text{ sec}$	
	Top speed : $\geq$ 113 kph	
	Stopping distance from 64 kph $: \le 49 \text{ m}$	
	Water pump out $: \ge 8,000 \text{ lpm}$	
	@ 10 bar	
	Overall width : 3m to 3.5m	
	Overall length : 11m to 13m	
	Height :≤4m	
	Chassis	
B.4	<ul> <li>Bolted and welded, heat treated steel construction and consisting of longitudinal side rails with cross members, gussets located to provide adequate strength for imposed loads, and maximum accessibility of all drive line components.</li> <li>The frame must be designed to enable the vehicle to withstand permanent deformation and minimal transferring of torsional stress to the tank.</li> </ul>	
	Composite basic frame structure must be designed to minimized the effects of corrosion.	
B.5	Engine     An engine coolant preheating device shall be provided as an aid to rapid starting and high initial engine performance	
B.6	Vehicle Drive	
	<ul> <li>All-wheel drive on these vehicles shall incorporate a drive to the front and rear axles that is engaged at all times during the intended airport service.</li> <li>An inter-axle differential shall be installed with automatic means or driver-selected means of differential locking.</li> </ul>	
D 7		
B.7	Steering The chassis shall be equipped with power-assisted steering with direct mechanical linkage from the steering wheel to the steered axle(s) to allow manual control in the event of power-assist failure.	
B.8	Brakes	
	<ul> <li>Service brakes shall be of the all-wheel type with split circuits so that failure of one circuit shall not cause total service brake failure.</li> <li>The service brakes shall be capable of holding the fully loaded vehicle on a 50 percent grade.</li> <li>Shall be equipped with ABS to prevent wheel lock-up and enhance driver control and vehicle stability under certain conditions.</li> </ul>	
B.9	Rims, Tires, and Wheels	
	<ul> <li>The Vehicles shall meet paved surface performance while still providing off-pavement performance compatible with the conditions encountered at the operational airport.</li> <li>All wheels shall be of the single-wheel type, with all rims, tires, and wheels of an identical size and the same tire tread design.</li> <li>Each ARFF vehicle shall be provided with one (1) new spare tire complete with the same rims of the installed wheels.</li> </ul>	
B.10	Towing Connections  At least two large tow eyes or tow hooks (one at the front and one at the rear), capable of towing the vehicle on level ground without damage, shall be mounted on the truck and attached directly to the	

	frame structure or where recommended by the vehicle manufacturer.	
B.11	<ul> <li>Cab</li> <li>ECE R29-3 compliant or better.</li> <li>The cab shall be weatherproof.</li> <li>The cab shall be fully insulated thermally and acoustically with a fire-resistant material.</li> <li>The cab shall be a separate unit that is flexibly mounted on the main vehicle frame.</li> <li>The vehicle shall be constructed so that a seated driver, shall be capable of the following: <ul> <li>To see the ground at least 6m ahead of the vehicle</li> <li>To have a field of vision of at least 5 degrees above the horizontal plane</li> <li>To have a field of vision in the horizontal plane of at least 90 degrees on each side from the straight ahead position</li> <li>Not to have his or her vision obstructed by more than 7 degrees per obstruction</li> </ul> </li> <li>Seating capacity of at least four (4) including the driver</li> </ul>	
B.12	Body	
	<ul> <li>The body shall be constructed of materials that are of the lightest weight consistent with the strength necessary for off-pavement operation over rough terrain and exposure to excess heat, and body panels shall be removable where necessary to provide access to the interior of the vehicle.</li> <li>Access doors shall be provided for those areas of the interior of the vehicle that are inspected frequently, including, but not limited to, the following: <ul> <li>Engine</li> <li>Pump</li> <li>Foam-proportioning system</li> <li>Battery storage</li> <li>Fluid reservoirs</li> </ul> </li> <li>Compartments for storage of equipment and tools to be carried on the vehicle shall have the following characteristics: <ul> <li>Be weather resistant</li> <li>Be self-draining</li> <li>Be lighted</li> </ul> </li> <li>A working deck that is reinforced and constructed of, or covered with, a slip-resistant material shall be provided and shall be reinforced adequately to allow the crew to perform its duties in the primary turret area, cab hatch area, water tank top fill area and foam-liquid top fill area, and in other areas where access to complementary or installed</li> </ul>	
D 12	equipment is necessary.	
B.13	Water and Foam Tank The tank shall be constructed to resist all forms of deterioration that could be caused by the water and the foam concentrate while affording the structural integrity necessary for off-road operation.	
B.14	Plumbing System The piping shall be of material resistant to corrosion by foam-liquid concentrates, and the flexible components shall be made of high pressure, oil resistant special rubber that can operate under overpressure and vacuum conditions.	

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B.15	Water/Agent Pump     Shall be constructed of corrosion-resistant metals     of the single stage or multiple stage contributed.	
	of the single-stage or multiple-stage centrifugal type.  • Pumps shall be gravity primed from the vehicle	
	tank.  • Able to draft water from open source including	
	sea water  • The pump and piping system shall be designed to	
	eliminate the entrapment of air.  • All proportioning system components shall be	
	made of materials resistant to corrosion by all primary agents.	
	• The pump(s) drive shall allow operation of the pump(s) and simultaneous operation of the vehicle.	
	• The pump(s) shall not be affected by changes in transmission ratios or the actuation of clutches in the vehicle drive.	
	The design of the drive system and controls shall prevent damage to the drive and minimize	
	lurching of the vehicle when the vehicle drive is engaged during pumping operations.	
	<ul> <li>The pump(s) drive system shall be capable of absorbing the maximum torque delivered by the engine to the pump(s) and withstanding the</li> </ul>	
	engagement of the pump(s) at all engine and vehicle speeds and under all operating conditions.	
	• The operation of the pump(s) shall not, under any conditions, cause the engine to stall or cause more	
	than a slight and momentary reduction in engine speed and consequent drop in pump pressure.	
	<ul> <li>During shifting from forward to rearward drive, the pumping system shall maintain the preset discharge pressure.</li> </ul>	
	An automatic system with a visual and acoustic alarm shall be provided to prevent overheating of	
	the pumps while they are engaged and operating at zero discharge.	
	<ul> <li>A pressure relief system shall be provided to protect and ensure optimum performance of the system.</li> </ul>	
B.16	Foam Proportioning System The ARFF vehicle shall be equipped with electronic-	
	automatic around the pump (ATP) type foam proportioning system.	
B.17	Turret and Under Truck/Protection Nozzles  • The ARFF vehicles shall be equipped with the	
	following:  o Bumper turret	
	<ul> <li>Roof turret</li> <li>Minimum five (5) under truck/protection</li> </ul>	
	nozzles  • All turrets and nozzles flow rates shall be NFPA 414 compliant	
B.18	Pre-connected Handline  • The ARFF vehicle shall be provided on each side	
	of the lower body of the compartment with:  One (1) Pre-connected handline, 1.5" dia. x 30m.	
	double jacket delivery hose with pistol grip nozzle; and	
	• One (1) water and foam branch-pipe, 1.5" dia.	
B.19	Dual Agent Hose Reel Handline The ARFF vehicle shall be provided with two (2)	

B.20	electric rewind hose reel located in a lower body compartment, one on each side. The reel shall hold minimum 50m of DN25 non-deformable delivery hose with coupling and nozzle.  Dry Chemical System The ARFF vehicle shall be provided with at least 250 kg. Dry Chemical System mounted on the		
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	The ARFF vehicle shall be provided with at least		
	250-kg Dry Chemical System mounted on the vehicle with pressure valve, purge valve, relief valve. The propellant agent shall be dry nitrogen gas. Powder rapid intervention hose reel with minimum 30m DN25 non-deformable delivery hose.		
	Electrical Equipment (Lighting and Warning System)  The apparatus shall be provided the following:  Electronic siren with public address system and front mounted speaker  Integrated strobe lights/beacon light (RED Color)  LED deck lights  Fog lights  Stop, turn and back up lights with electric back up alarm  LED compartment lights  Step and ground lights  Door ajar alarm  Each five (5) working LED lights on top left & right and two (2) in the rear  Two (2) front Xenon lights  Reverse camera  Detachable search light  Internal and external battery charger during standby periods with detachable plug to a 230V		
	AC outlet		
	Power Source Generator Power source generator suitable for the rescue requirement shall be provided with an output capacity of not less than 5kVA. It shall be equipped with electric and manual starter.		
B.23	VHF Radio		
1	At least four (4) channel VHF up to 800MHz UHF radio shall be mounted in the cab for two-way voice radio communication linking with the fire station, control tower, and all other aircraft fire and rescue vehicle including required licenses.		
	Vehicle Paint Finish The ARFF vehicle shall be painted and marked to comply with the painting and marking standards for ICAO, NFPA and other vehicle related painting standards.		
	Lettering and Striping The ARFF Vehicle lettering and striping shall be placed on each side with reflective letter and striping as directed by the end user. The supplier shall submit a design prior the manufacturing subject to enduser's approval.		
GENE	ERAL REQUIREMENTS		
Rescue As mir followi  One NF  A  One	e Equipment and other tools nimum, each ARFF vehicle shall be supplied with the	f	

- o Adjustable to 24ft
- One (1) section of hose of minimum 63.5 mm (21/2 in.) diameter for tank fill
  - o Length: Not less than 50 ft
  - Thread type must be compatible with the apparatus intake and with the discharge of local subsurface and/or above-ground fire hydrants
- Two (2) Appropriate spanner wrenches for the fittings on the vehicle
- One (1) hydrant wrench or other wrench necessary to activate the local water supply
- Four (4) SCBA meeting the requirements of NFPA 1981 and NFPA 1500
- Complete set consisting of face piece assembly, back plate and harness assembly, air cylinder and regulator assembly
- o Air cylinder must have a capacity of 4500 psi
- One (1) skin penetrator/agent applicator
  - o Must not be less than 2 ft in length
  - Driving button and point must be made up of hardened steel powerful enough to penetrate aircraft
  - o fuselage during firefighting operation
  - o Must be compatible with a 1 ½ in fire hose
  - o Must be equipped with safety handle
  - o Must be compatible with AFFF and other Class A foams
- · Appropriate wheel chocks
- 30.5 m (100 ft) of utility rope
  - o Abaca or manila rope
- o Diameter must not be less than 1 in
- Two (2) large axes, non-wedge type
- Two (2) small axes, non-wedge type
- One (1) fire-resistant blanket at least 1.8m x 1.8m
- Two (2) bolt cutters, minimum 609.6 mm (24 in.)
  - o Must not be less than 24 inches in length
  - High-carbon machined steel jaws cut rods, bolts, bars & chains, etc
  - Tubular steel handles with angled grips allow maximum leverage
  - o Drop-forged jaws with center-cut blades
- One (1) multipurpose, forcible entry tool
  - o Haligan Bar at least 30" length
- Four (4) intrinsically safe handlight(s)
  - Must be designed for three operating modes: spot, flood, and both (spot and flood simultaneously)
  - Must be able to generate brightness of 140 lumens or more
  - o IPX7 rated; 2 m impact resistance tested
- Four (4) "V" blade rescue knife
- One (1) Hook, grab, or salvage tool
- First aid kit
  - o 30 pcs Antiseptic wipes
  - o 6 pcs First Aid/Burn cream packet, 0.9 g
  - o 6 pcs Triple antibiotic ointment packets, 0.5 g
  - 1 pc Bottle 4 oz. eye flush
  - o 2 pcs Eye pads with strips
  - o Pain relief tablets
  - o Instant cold pack
  - 1 pc 40" Triangular bandage
  - 1 pc 4" Gauze bandage
  - o 4 pcs Knuckle bandages
  - o 5 pcs Fabric fingertip bandages
  - o First Aid Guide
  - o 60 pcs Plastic adhesive strips, 1" x 3"
  - o 1 pair Scissors
  - o 1 pair Forceps
  - o 5 pcs Sterile gauze pads, 4" x4"

<ul> <li>4 pairs – Nitrile gloves</li> </ul>	
o 1 roll − ½" x 5 yards adhesive tape	
• One (1) 1.8 kg (4 lb) ball-peen hammer	
• Eight (8) NFPA 1971 compliant proximity suits complete	
with:	
<ul> <li>Helmet</li> </ul>	
o Coat	
o Pants	
o Gloves	
o Boots	
• One (1) electric portable diesel fuel transfer pump at least	
15 liters/min	
• (1) Snake catcher	
• One (1) Crowbar at least 95 cm.	
• One (1) Crowbar at least 165 cm.	
• Two (2) Chisel, cold at least 12.5 cm.	
• One (1) Saw, metal cutting or hacksaw, heavy duty	
complete with five (5) spare blades	
• One (1) Snippers, tin	
• One (1) gas engine rescue circular saw complete with	
masonry and metal blades and standard accessories	
<ul> <li>One (1) Standard emergency oil spill kit</li> </ul>	
Three (3) Rubber Squeegee at least 3ft	
* *	
One (1) set of OEM recommended emergency maintenance tools	
maintenance tools	
Manuala	
Manuals	
• The apparatus shall be provided with three (3) sets of the	
following manuals bound in hard cover and electronic file	
in flash storage and must include the following:	
Operators Manual	
Service Manual	
Parts Manual	
Operator instruction for the chassis	
Water/foam diagram	
Pneumatic connection diagram	
<ul> <li>Axle weight distribution system diagram</li> </ul>	
Guaranty Certificate	
Warranty /Guarantee Provisions	
• The bidder shall provide a three (3) years warranty on	
parts and labor, at least five (5) years on spare parts	
availability after end of production and service.	
• The Bidder shall provide at least one (1) year warranty on	
all Rescue Equipment and Other Tools except for	
consumable items.	
• The Bidder must guarantee the body and critical fire	
system are provided by same as ARFF vehicle	
manufacturer: Fire pump (normal and High pressure),	
Foam proportioning system, HRET, Roof/Bumper Turret.	
• The bidder shall perform required standard maintenance	
checks and services during the said warranty period	
including parts and consumables.	
• The bidder must provide a certificate of warranty from the	
manufacturer of ARFF (for their engine, transmission,	
chassis and power divider).	
• The manufacturer shall have an affiliated After-Sales	
Service office in the Philippines with an employed service	
engineer for performing the minor repairs such as, but not	
limited to, troubleshooting and replacement of fast moving	
items/spare parts (fan belts, filters, etc.) within 3 days	
upon notification; and within 15 days in case of major	
repairs. (certification of certified maintenance and repaur	
personnel.	 
	<del>-</del>

<ul> <li>24/7 service team guarantee with immediate assistance</li> <li>The bidder must provide list and price of the required maintenance of the ARFF Truck after the warranty period.</li> <li>Pre-delivery Inspection/Transfer of Technology</li> <li>The bidder shall provide factory training and pre-delivery inspection for at least five (5) personnel for at least five (5) working days for training, testing and acceptance at the manufacturer's plant prior to shipping. All travel expenses (applicable visa, airfare with insurance, hotel accommodations, meals, accident/health insurance for the duration of stay and daily allowances) shall be borne by the Contractor and as a minimum shall be in accordance with the UNDP Daily Subsistence Allowance (DSA) rates including Saturdays &amp; Sundays.</li> </ul>			
On-site Training (Local) The bidder shall provide at least five (5) working days on-site training to at least fifteen (15) personnel for the operation and maintenance of the vehicle.			
Land Transportation Office Registration Bidder shall shoulder all expenses for the registration of the ARFF vehicle at the LTO for a period of three (3) years			
Special Instructions Project is VAT free. However, shipments of materials, equipment and other peripherals that are components of the project imported from abroad shall not be consigned to SBMA but to the project proponent. Nonetheless, SBMA will provide assistance as appropriate to contractor to avail of the VAT privilege for qualified components. All other tariffs and duties resulting in the shipment of the project components shall be to the account of the contractor.			
I hereby certify that the statement of cospecifications are true and correct, otherwise evaluation or post-qualification, the sa disqualification of our bid.	e, if found to be fal	se either during b	id

Signature Over Printed Name of Authorized Representative

Date

Name of Company

# Section VIII. Checklist of Technical and Financial Documents

## **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

<u>Legal Do</u>	<u>ocuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
(b)	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
(c)	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
(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technica</u>	<u>l Documents</u>
(e)	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;  And
(f)	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;
(g)	And Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or
	Original copy of Notarized Bid Securing Declaration;
(h)	And Conformity with the Schedule of Requirements and Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; And
(i)	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.

<u>Financial</u>	<u>Documents</u>
[ (j)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR 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; <b>And</b>
(k)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
	The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:
	NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.
	The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.  or
	A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
	If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.
	Class "B" Documents
(l)	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 stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
Other doc	rumentary requirements under RA No. 9184 (as applicable)

## (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

(m) [For foreign bidders claiming by reason of their country's extension of

government procurement activities for the same item or product.

reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

II.	FINA	NCIAL	<b>COMPON</b>	JENT	ENVEL	OPE

(a)	Original of duly signed and accomplished Financial Bid Form; and
(b)	Original of duly signed and accomplished Price Schedule(s).

#### **Bid Form**

		Invitation to B	Date: id No: PB No. 21-	110-1
Pro PS	BM-PS BAC ocurement Se Complex, RI istobal St., Po	ervice R Road		
Gentlemen	n and/or Ladi	es:		
receipt of and Testi	which is her ng of Aircra	I the Bidding Documents inceby duly acknowledged, we, aft Rescue and Fire Fighting ty with the said Bidding Documents.	the undersigned, off Vehicle for the Su	er to Supply, Delivery
Lot No.	Qty/Unit	ITEMS/ DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1 unit	Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicle WITH High Reach Extendable Turret		
	1 unit	Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicle WITHOUT High Reach Extendable Turret		
		Training, Testing and Acceptance		
	1		Total Bid Price:	
TOTAL B	ID PRICE IN	WORDS:		

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Section VI. Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in <u>BDS</u> provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

I/We likewise certify/confirm that the undersigned, [for sole proprietorships, insert]: as the owner and sole proprietor or authorized representative of [Name of Bidder], has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the [Name/Title of the Project.]

Or;

I/We likewise certify/confirm that the undersigned, [for partnerships, corporations, cooperatives, or joint ventures, insert]: is granted full power and authority by the [Name of Bidder], to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for [Name/Title of the Project.]

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

Dated this	day of	20	
[signature]		[in the capacity of]	
Duly authorized to sign	Bid for and on be	half of	

### **Schedule of Prices for Goods Offered From Abroad**

Na	ame of Bido	der:			PB No	o. 21-110-1	Page of _	
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	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 Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	gnature]				capacity o	f]		
Du	ıly authoriz	ed to sign	Bid for a	nd on behalf of				

#### **Schedule of Prices For Goods Offered From Within the Philippines**

	Name of I	Bidder:			_	PB No. 21-	110-1 Pa	ge of	
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportatio n and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	[signature	?]			[in the capa	city of]			
	Duly auth	orized to si	gn Bid for a	nd on behalf	f of				

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

_	
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, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 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;
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing 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;

11. /	[Name of Bidder] hereby assigns the following contact number/s and e-r	nail address/es as the
-	official telephone/fax number and contact reference of the company wh	
	PS notices may be transmitted.	.ere une 12 2110 une
-	a nonets may be wanted.	

Telephone No/s.:	
1	

rax No/s	
E-mail Add/s.:	
Mobile No.:	
and/or e-mail address/es are deemed the reglementary periods stated in th	mitted in any of the above-stated telephone/fax numbers received as of its transmittal and the reckoning period for he bidding documents and the 2016 revised Implementing et No. 9184 shall commence from receipt thereof.
IN WITNESS WHEREOF, I ha	ave hereunto set my hand this day of, 20 at
	Bidder's Representative/Authorized Signatory
Philippines. Affiant/s known to me, and k government identification card used*], w	me this day of [month] [year] at [place of execution], known to be the same person/s in the exhibited [insert type of ith his/her photograph and signature appearing thereon, with on at
Witness my hand and seal this day of	f [month] [year].
	NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for unitil Roll of Attorney's No PTR No [date issued], [place issued] IBP No [date issued], [place issued]
Doc. No Page No Book No Series of	ibi 170 [uate issueu], [piace issueu]

Day Mala

\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

### JOINT VENTURE AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This <b>JOIN</b>	T VENTURE AGR	EEMENT (here	einafter referred to	as the "Agreement"), entered
into this	day of	20 at	City, Phi	lippines by and among:
		. a domestic co	rporation duly orga	anized, registered and existing
under and	by virtue of the la	ws of the Repu	ablic of the Philip	opines, with office address at
		, represented	by its	,
hereinafter 1	referred to as "			
			- and -	
		a dom	nestic corporation	duly organized, registered and
_	·		_	lippines, with office address at
			, represented	by its,
	, hereir	after referred to	as "	
			- and -	
				a foreign corporation
organized a	nd existing under an	d by virtue of th	e laws of	, represented by
its	,		_, hereinafter refer	red to as "";
	(Hend		ely referred to as the ESSETH: That	ne " <b>Parties</b> "
		and to Bid for the		cently published an Invitation very of

WHEREAS, the parties have agreed to pool their resources together to form the " Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;
NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:
ARTICLE I ORGANIZATION OF THE JOINT VENTURE
SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;
SECTION 2. Name – The name and style under which the JV shall be conducted is "";
SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at;
SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;
SECTION 5. The Joint Venture shall be represented by the in all biddings related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture receipt of payment for goods delivered, and similar and related activities.
SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination
ARTICLE II PURPOSE
SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of for the

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

#### ARTICLE III SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

## ARTICLE IV CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution – The Parties shall contribute the amount of \_\_\_\_\_\_ (Php \_\_\_\_\_ ) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	.00
TOTAL		Р	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, \_\_\_\_ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

#### **ARTICLE V MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

	_	_		
SECTION 4. Governing Lavaccording to the laws of the arising from this Agreement, Philippines.	Republic of the	he Philippines.	Venue of any cou	ırt action
IN WITNESS WHEREOF, the the date and place first above-s		et their hands an	d affixed their sign	atures on
				_
-				

Signed in the Presence of:

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES ) CITY/MUNICIPALITY OF
BEFORE ME, a Notary Public for and in the City/Municipality of(indicate also the Province in the case of Municipality, this day of(month & year) personally appeared the following:
Name ID Name, Number and Validity Date
Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.
This instrument refers to a Joint Venture Agreement consisting of pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.
WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.
NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No, [date issued], [place issued] IBP No, [date issued], [place issued]
Doc. No Page No Book No Series of
Note: The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.
"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:
At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD)

certification

## SUPPLIER'S LETTERHEAD

Date
Chairperson  DBM-PS Bids and Awards Committee I  Paco, Manila
Dear Sir:
This has reference to Public Bidding No. 20-110-1 for (Name of Project) (Name of Company) respectfully requests for the following:  ( ) Withdraw of Bid Submissions ( ) Refund of Bid Security
It is understood thatwaives its right to file any motion for reconsideration and/pr protest in connection with the above-cited Public Bidding Project.
Thank you.
Very truly yours,
Authorized Signatory for the Company

## Form of Performance Security (Bank Guarantee)

PS (	curement Service Complex, Cristobal St., o, Manila	
Supplier") has ur	ndertaken, in pursuance o	dress of Supplier) (hereinafter called "the of Notice of Award No dated t and Brief Description) (hereinafter called "the
Contract");		
shall furnish you w	with a Bank Guarantee by a	ed by you in the said Contract that the Supplie recognized bank for the sum specified therein a accordance with the Contract;
AND WHE	REAS, we have agreed to gi	ve the Supplier such a Bank Guarantee;
on behalf of the So which the Contract demand and without Guarantee] as afor demand for the sun	upplier, up to a total of <u>[An</u> et Price is payable, and we out cavil or argument, any resaid without your needing a specified therein.	that we are the Guarantor and responsible to you nount of Guarantee] proportions of currencies in a undertake to pay you, upon your first written sum or sums within the limits of [Amount of to prove or to show grounds or reasons for you
We hereby presenting us with	•	demanding the said debt from the Supplier before
to be performed the you and the Suppli	ereunder or of any of the C	or other modification of the terms of the Contract Contract documents which may be made between us from any liability under this guarantee, and we can or modification.
_	ntee shall be valid until the acceptance Report(I.C.A.R)]	date of issue of the Final Acceptance [Inspection .
SIGNATURE GUARANTOI NAME OF BA ADDRESS DATE		

#### **BID SECURING DECLARATION FORM**

REPUBLIC OF THE PHILIPPINES) CITY OF		
xx		
BID SECURING DECLARATION Invitation to Bid: Public Bidding No. 21-110-1		
To: Procurement Service PS Complex, RR Road Cristobal St., Paco, Manila		
I/We <sup>2</sup> , the undersigned, declare that:		
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.		
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.		
I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:		
Upon expiration of the bid validity period, or any extension thereof pursuant to your request;		
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;		
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].		

1.

2.

3.

(a)

(b)

(c)

 $<sup>^2</sup>$  Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

#### Affiant

	e me this day of [month] [year] at [place of and known to be the same person/s in the exhibited [insert
	with his/her photograph and signature appearing thereon,
• 1	
with no issued on	at
Witness my hand and seal this day of [m	nonth] [year].
	NAME OF NOTARY PUBLIC
	Serial No. of Commission
	Notary Public for until
	Roll of Attorney's No
	PTR No [date issued], [place
	issued]
	IBP No [date issued], [place issued]
Doc. No	
Page No	
Book No	
Series of	
DC11C5 01	

\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

## **Contract Agreement Form for the Procurement of Goods (Revised)**

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

of Award]		
CONTRACT AGREEMENT		
THIS AGREEMENT made the day of 20 between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;		
WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of <i>[contract price in words and figures in specified currency]</i> (hereinafter called "the Contract Price").		
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:		
In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.		
The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, <i>viz.</i> :		
Philippine Bidding Documents (PBDs); Schedule of Requirements; Technical Specifications; General and Special Conditions of Contract; and Supplemental or Bid Bulletins, if any		
Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;		
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;		
Performance Security;		
Notice of Award of Contract; and the Bidder's conforme thereto; and		
Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or		

1.

2.

i. i. ii. iii. iv.

ii.

iii.

iv.

v.

information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty

Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]	[Insert Name and Signature]	
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]	
for:	for:	
[Insert Procuring Entity]	[Insert Name of Supplier]	

#### **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES ) CITY/MUNICIPALITY OF) S PROVINCE OF (in the case of Municipality)	S.S.	
BEFORE ME, a Notary Public for and in the case of Municipality, this day following:	n the City/Municipality of(indicate also the Province in personally appeared the	
Name	ID Name, Number and Validity Date	
Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.		
	ture Agreement consisting of pages, including the written, and signed by the parties and their instrumental	

NAME OF NOTARY PUBLIC
Serial No. of Commission \_\_\_\_\_\_

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

	Notary Public for until Roll of Attorneys No PTR No, [date issued], [place issued] IBP No, [date issued], [place issued]
Doc. No Page No Book No Series of	

#### Note:

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At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

