



Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Tanggulang Pambansa
Department of National Defense

July 25, 2017

SUPPLEMENTAL BID BULLETIN NO. DND/PAF-S/C-FA-50PH-17-01
(Acquisition of Spares/Components for the FA-50PH Aircraft
of the Philippine Air Force)

This Supplemental Bid Bulletin is issued to inform prospective bidders of the clarifications, modifications, amendments, or additional requirements that form part of the Bidding Documents for the Acquisition of Spares/Components for the FA-50PH Aircraft of the Philippine Air Force:


| Reference Page | KAI Request/Amendment | TWG Response |
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| SCC Clause 6.2 Delivery and Documents The delivery terms applicable to the contract is DAP Delivered 4221 st Forward Supply Point, Basa Air Base, Floridablanca, Pampanga. In accordance with INCOTERMS. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination. | With reference to INCOTERMS 2010, for DAP or Delivered At Place, the duties and taxes are paid by the procuring entity or consignee while other fees including land transportation to the delivery site are paid by the supplier. The holding period for duties and tax payment should be excluded from delivery time. DAP. | The Supplier should consider the period for duties and tax payment in their timeline which is normally at five (5) calendar days in order to comply with the delivery schedule. However, in case of any delays due to duties and tax payment. The Supplier may submit justification letter to the procuring entity. |
| Section V. Transportation The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries..... | Request for change from DDP to DAP. | The paragraph is just an explanation that the Procuring Entity has no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for <u>DDP</u> Deliveries. Since the |

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| | | project is DAP, there is no need to change the provision. |
| <p>Section V. Special Conditions of Contract page 68 SCC Clause 6.2 Other Requirements 1. All items must have a certificate of Airworthiness (Certification FAA Form 8130-3 or equivalent)</p> | <p>Defense Acquisition Program Administration (DAPA) of Korea only issues Airworthiness Certificate for each FA50 Aircraft and not for Spare Parts but we can present an Airworthiness Certification from KAI. Is this acceptable?</p> | <p>To be replaced with certification from KAI that the items being procured are from the OEM, that the items conform with the specifications of the FA-50PH Aircraft, and that the items passed the Quality Assurance Standards.</p> |
| <p>Section V. Special Conditions of Contract page 68 SCC Clause 6.2 Other Requirements 6. All items should have the Authorized Release Certificate (e.g. FAA Form 8130-3, Airworthiness Approval Tag)</p> | <p>Request to delete this provision/ Not applicable</p> | <p>Concur</p> |
| <p>Section V. Special Conditions of Contract page 69 SCC Clause 6.2 Other Requirements 9. Partial Delivery is allowed; however, payment will be subject to final acceptance of all contracted items.</p> | <p>Request for partial payment for each partial delivery subject to acceptance of TIAC</p> | <p>To read as: Partial Payment for partial delivery is allowed upon acceptance of the TIAC.</p> |
| <p>Section V. Special Conditions of Contract page 70 SCC Clause 10.1 (e) v. Certificate of Origin (for imported Goods)</p> | <p>Most items in bid documents have no Certificate of Origin or equivalent document. Request to delete this provision.</p> | <p>Concur</p> |

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| <p>Section V. Special Conditions of Contract</p> <p>page 70</p> <p>SCC Clause 10.1</p> <p>(e)</p> <p>xii. Copy of warranty as per SCC Clause 15</p> | <p>There is no Clause 15 in the document</p> | <p>For deletion</p> |
| <p>Section V. Special Conditions of Contract</p> <p>page 70</p> <p>SCC Clause 10.1</p> <p>i. Shipment: One time shipment, transshipment is acceptable</p> | <p>Request for Partial Delivery</p> <p>It Conflict Section V. SCC page 69 SCC Clause 6.2</p> | <p>To read as:</p> <p>i. Shipment: One time shipment, Partial Shipment, transshipment is acceptable</p> |
| <p>Section V. Special Conditions of Contract</p> <p>page 71</p> <p>SCC Clause 10.1</p> <p>(l) <u>Other Instructions</u></p> <p>iii. The Winning Proponent must facilitate undertaking into a countertrade agreement with the end user through offset arrangements</p> | <p>This should not have countertrade agreement</p> | <p>For deletion</p> |
| <p>Section V. Special Conditions of Contract</p> <p>page 72</p> <p>SCC Clause 17.5 and 17.6</p> <p>The period for correction of defects in the warranty period is <u>sixty (60) calendar days upon receipt of the Unsatisfactory Report by the end user.</u></p> | <p>KAI requests to extend the correction period from 60 days to 180 days</p> | <p>The period for correction of defects in the warranty period is <u>One hundred eighty days (180) calendar days upon receipt of the Unsatisfactory Report by the end user for as long as a serviceable unit is provided immediately. Otherwise, the correction of defects in the warranty period will be sixty (60) days.</u></p> |
| <p>Section VII. Technical Specifications</p> <p><i>Please refer to Annex A for</i></p> | | <p>Changes in the Technical Specifications is for</p> |

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| <p><i>the Complete List of Part Numbers for Clarification</i></p> | | <p>approval of the CG, PAF.</p> |
| <p>Section VII. Technical Specifications page 96 The Winning Proponent shall provide the following for each of the items: a. Certificate of Compatibility with FA50Ph Aircraft b. Certificate of Airworthiness</p> | <p>Request for clarification if these requirements are part of eligibility documents, Post Qualification or Delivery and Acceptance?</p> | <p>For deletion. This will be covered by the certification as corrected in SCC clause 6.2.</p> |
| <p>Invitation to Bid 8. Bid opening shall be on August 01, 2017 at the DND-BAC Conference Room, Basement Right Wing DND Building, Camp Aguinaldo, Quezon City.</p> | <p>KAI would like to request for extension. For opening of bids to August 9, 2017.</p> | <p>Bid Opening is postponed from August 1, 2017 to a date to be announced later (TBAL), pending the approval of the changes in the Technical Specifications.</p> |
| <p>SEC IV GCC Clause 11.1 Advance payment shall be made only after prior approval of the President and shall not exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President. For Cases mentioned under GCC Clause 9.7 however, no prior approval by the President shall be necessary.</p> | <p>Request for Fifteen percent (15%) advance payment upon approval of contract and issuance of NTP.</p> | <p>Request shall be submitted after contract signing and will be subject to approval.</p> |

Please be guided accordingly.


ASEC JOSUE S. GAVERZA, JR.
 Chairperson, DND Bids & Awards Committee