



Republika ng Pilipinas
Republic of the Philippines

Kagawaran ng Tanggulang Pambansa
Department of National Defense

TERMS OF REFERENCE

FOR THE

DND/AFP

Philippine Air Force

Full Motion Flight Simulator Acquisition Project

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Section I. GENERAL INSTRUCTIONS

GENERAL INSTRUCTIONS

1. Legal Bases

The Full Motion Flight Simulator Acquisition Project (FMFSAP) by the Department of National Defense/ Armed Forces of the Philippines (DND/AFP) is procured based on Acquisition Decision Memorandum Number 2013-011-A and pursuant to Section 53.1 (Negotiated Procurement-Two-Failed Biddings) of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act" and its Revised Implementing Rules and Regulations (IRR).

2. Project Description

The project involves the acquisition of one (1) unit Full Motion Flight Simulator with two (2) cockpits (Bell 412EP and S-70i Black Hawk) and its Initial Integrated Logistics Support (ILS) package for the Philippine Air Force (PAF). This project will allow pilots almost a full sensory experience that can aid in improving flight instruction, enhancing proficiency, preventing accidents, filling up down times, and saving operational costs which will address the need of the PAF in the furtherance of the national military objectives.

This project has an Approved Budget for Contract (ABC) of Two Hundred Forty-Six Million Pesos (PhP 246,000,000.00).

3. Issuing Office. The Terms of Reference is issued by:

DND Bids and Awards Committee (BAC) 1 Head Secretariat
Basement, DND Building,
Department of National Defense
Camp General Emilio Aguinaldo,
Quezon City, Philippines 1110
Contact Person: DND BAC 2 Head Secretariat
Telefax No: (632)421-3531
Telephone No: (632)911-6001 Local 8414
Email: dndsbacsec@gmail.com

Attn: Chairman, Negotiating Team, Full Motion Flight Simulator Acquisition Project

4. Overview

This Terms of Reference (TOR) embodies the proposed terms and conditions of the Contract to be signed by the parties for purposes of The Project. This TOR shall be deemed as an integral part thereof.

5. Project Details

The Project Details are shown in the table below:

Procuring Entity	Department of National Defense / Armed Forces of the Philippines (DND / AFP)
Project Name	Full Motion Flight Simulator Acquisition Project
Fund Source	AFP Modernization Act Trust Fund
Approved Budget for Contract (ABC)	Two Hundred Forty-Six Million Pesos (PhP246,000,000.00)
Deliverables	One (1) unit Full Motion Flight Simulator with two (2) cockpits (Bell 412EP and S-70i Black Hawk) and its Initial Integrated Logistics Support (ILS) package
Delivery Term/Site	The delivery schedule shall be in accordance with Section IV- Schedule of Requirements. Delivered at Place (DAP), AETDC, Fernando Air Base, Lipa City, Philippines
Mode of Payment	Through irrevocable Letter of Credit
Taxes and Duties	DAP, INCOTERMS 2020 The storage costs and transportation from the port of entry to the warehouse during the processing of customs clearance shall be to the account of the Supplier. Transportation expenses from the port of entry to the Project/Delivery Site shall be for the account of the Supplier.

6. Language of Bid

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

7. Eligibility Documents

TAB	ELIGIBILITY DOCUMENTS CLASS "A"	
I. LEGAL DOCUMENTS: <i>(For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented with appropriate translation as required. If said document has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent shall be submitted.)</i>		
A	Updated PhilGEPS Certificate of Registration and Membership (Platinum) in accordance with Section 8.5.2 of the IRR, RA 9184 or the following: For foreign bidders not previously doing business in the Philippines, the appropriate Tax Clearance Certificate from the BIR will still be required.	
B	Latest income and business tax returns per Revenue Regulations 3-2005 manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS) or its equivalent for foreign bidder. NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission	
C	Omnibus Sworn Statement	
D	Certification from the Supplier that the simulator to be supplied is being used by the country of origin or at least two (2) other countries, and that the Supplier is the Original Equipment Manufacturer (OEM) of the simulator	
E	Certificate of Availability of Spare Parts for a period of at least twenty (20) years from date of acceptance	
F	Statement of compliance with the Technical Specifications in accordance with Section III of this Terms of Reference (TOR)	
G	Statement of compliance with the Schedule of Requirements, as enumerated and specified in Sections IV of this TOR	

7.1. Supplier shall, during the negotiation, submit the following documents in eleven (11) copies in separate folders [one (1) original and ten (10) copies].

8. Financial Proposal

The supplier shall submit a price proposal for the project quoted in **US Dollars**. However, the price proposal shall be converted to Philippine currency based on the exchange rate as published in the Bangko Sentral ng Pilipinas (BSP) reference rate bulletin on the day of the negotiation proper for purposes of determining whether the price proposal submitted is within the ABC. The USD Price shall be the Contract Price for the project which shall remain fixed throughout the duration of the contract implementation.

The financial proposal shall contain the following documents:

TAB	FINANCIAL PROPOSAL DOCUMENTS
A.	Price Quotation
B.	Itemized Price Schedule

8.1. Supplier shall submit eleven (**11**) copies of the Financial Proposal Documents in accordance with **Clause 7.1**.

9. Post Qualification

The Negotiating Committee of the Full Motion Flight Simulator Acquisition Project through the designated Post Qualification Team shall conduct a Post Qualification in order to verify, validate, and ascertain whether all statements made and the documents submitted comply with the provisions set forth in RA 9184.

The Post-Qualification process shall be governed by Section 34 of the 2016 Revised IRR of RA 9184 and DND Memo Department Circular Nr 12, s2020.

9.1 Additional post-qualification requirements:

(a) Copy of Registration Certificate (Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) or Cooperative Development Authority (CDA).

(b) Copy of Mayor's/Business Permit or its Equivalent Document.

(c) Copy of Tax Clearance.

(d) Copy of Audited Financial Statements.

(e) Certificate of Notarial Commission of the lawyer who notarized the bid documents.

(f) Eligibility documents of repair facility (as applicable).

Section II. CONDITIONS OF THE CONTRACT

II. CONDITIONS OF THE CONTRACT

1. Definitions

1.1 In the Contract, the following terms shall be interpreted as indicated:

1.1.1. "Brand New" shall mean that the goods are manufactured within two years prior to the site inspection and acceptance.

1.1.2. "The Contract" means the agreement entered between the Procuring Entity and the Supplier, as recorded in the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.1.3. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

1.1.4. "The Goods" means:

1.1.4. a "Full Motion Flight Simulator" means one (1) unit Full Motion Flight Simulator with two (2) cockpits (Bell 412EP and S-70i Black Hawk); and

1.1.4. b "Integrated Logistics Support (ILS)" means Training Program, Spare Parts, Full Motion Flight Simulator Ground Support Equipment and Tools, Maintenance Program, Technology Transfer, Technical Publications and Support as set forth in Section III of this TOR;

1.1.5. "Services" means the services provided to facilitate operators and maintenance training, inspection/acceptance, shipping, and other related services, as described in Section III Part 2 and more particularly detailed in Appendix "A" and Appendix "C".

1.1.6. "The Procuring Entity" is the Department of National Defense/Armed Forces of the Philippines (DND/AFP).

1.1.7. "The Procuring Entity's country" is the Philippines.

1.1.8. "The Supplier" is _____.

1.1.9. "The Supplying Entity's country" is _____.

1.1.10. "The Funding Source" is the Government of the Philippines (GOP) through AFP Modernization Trust Fund (Priority Project).

1.1.11. "The Delivery Site" is AETDC, Fernando Air Base, Lipa City, Philippines.

1.1.12. “Delivery Period” is reckoned from the date of receipt of the Notice Proceed.

1.1.13. “Day” means calendar day.

1.1.14. The **“Effective Date”** of the Contract means when the last of the following events has occurred:

- (i) The Contract has been signed by both the Procuring Entity and the Supplier and a copy of the contract has been delivered to both Parties; and,
- (ii) The Procuring Entity has issued the Notice to Proceed (NTP) to the Supplier within seven (7) calendar days from the time of the signing of the contract

1.1.15. “Verified Report” refers to the report submitted by the implementing unit to the head of the procuring entity setting forth its finding as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

1.1.16. “Force Majeure” means any matter beyond the reasonable control of the Parties, including without limitation

1.1.16.a. acts of God or natural disaster,

1.1.16.b. acts of war (declared or not) or armed conflict, revolution or terrorism,

1.1.16.c. decisions, actions, restrictions, regulations or orders made by any national, departmental or local governments or authorities, or

1.1.16.d. labor strikes and Lockouts resulting in an inability to obtain any labour, materials, services or fuel, electricity or any other type of power interruption, cessation, disturbance or disruption of or unforeseeable delays in transport or deliveries by carriers, storage, handling, communication or other services or refusal or inability of suppliers of any such services to supply them.

1.1.17. Performance Related Guarantees

1.1.17.a. An Advance Payment Guarantee (“APG”) – a bank guarantee required when the Supplier opts to avail of the five percent (5%) Advance Payment. Said guarantee, which must be equivalent in value to the Advance Payment, shall be arranged only with a Bank selected from the list of Authorized Government Depository Bank (AGDB) in the Philippines;

1.1.17.b. A Warranty Security (“WS”) – a security or guarantee equivalent to the amount of five percent (5%) Retention Money to be automatically deducted from each payment made to the Designated Supplier or a special Bank Guarantee equivalent to five percent (5%) of total Contract Price, which is required to assure the faithful completion by the Supplier of the Warranty provisions required under Clause 15.3 of this TOR upon Supplier discretion; and

1.1.17.c. The aforementioned Guarantees/Securities shall be confirmed by a Local Universal or Commercial bank, if issued by a foreign bank.

2. Corrupt, Fraudulent, Collusive and Coercive Practices

2.1 The Procuring Entity as well as the Supplier shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuance of this policy, the Procuring Entity:

2.1.1 Defines, for the purposes of this provision, the terms set forth below as follows:

2.1.1.a. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action if any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

2.1.1.b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity.

2.1.1.c. "coercive practices" means harming or threatening to harm directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

2.2 Further, the Funding Source, Borrower or Procuring Entity as appropriate will seek to impose the maximum civil, administrative and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in Clause 2.

3. Subcontracts and Subcontractors' Eligibility

3.1 The Procuring Entity acknowledges and agrees that for the purpose of providing to the Procuring Entity the Spares, Special Tools, GSE and Services contracted for under this Agreement, the Supplier may subcontract with any certified and eligible corporations/proponents. Such subcontract shall not however, relieve the Supplier from fulfilling its obligations to the Procuring Entity under the Contract.

4. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

5. Governing Law and Language

5.1 In accordance with the provisions of Republic Act No 9184 and its Revised IRR, this Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by the applicable laws of the Republic of the Philippines.

5.2 The Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract. All correspondence and other documents pertaining to the Contract exchanged by the parties shall be written in English.

6. Notices

6.1 Any notice, request, or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party to whom the communication is addressed, or when sent by registered mail, telex, telegram, facsimile, or electronic mail to such party at the address specified below, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

The PROCURING ENTITY's Address for Notice is:

DND Bids and Awards Committee 1
Basement Right Wing, DND Building
Department of National Defense
Camp General Emilio Aguinaldo,
Quezon City, Philippines 1110
Email: dndsbacsec@gmail.com
Tel No/Fax: 913-9487; 911-6001 LC 4456

Copy furnished:

- (a) Chief, Defense Acquisition Office, DND
- (b) Chairman, TWG, Full Motion Flight Simulator Acquisition Project
- (c) The Deputy Chief of Staff for Logistics, J4, AFP

The Supplier's Address for Notices is:

Attention: Manager, Contract Administration and Procurement
Telephone: _____
Facsimile: _____
Email: _____

6.2 Or to such other person/s as the Supplier may designate after Contract execution, provided that the Procuring Entity is informed in writing.

6.3 If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile or electronic mail.

6.4 A Party may change its address for notice hereunder by giving the other party notice of such change.

7. Scope of Contract

7.1 Subject to the provisions of the Contract, the Supplier agrees to sell to the Procuring Entity and the Procuring Entity agrees to acquire from the Supplier:

7.1.1 One (1) unit Full Motion Flight Simulator with two (2) cockpits (Bell 412EP and S-70i Black Hawk), manufactured in accordance with the configuration/technical specifications set out in **Section III Part 1**;

7.1.2. the Spares, Special Tools and GSE package, as detailed in Appendix **"B"**; and

7.1.3 the Services, all as more particularly detailed in Section III Part 2 and Appendix **"A"** and Appendix **"C"**

7.2 Delivery and Documents

7.2.1 The delivery term applicable to the Contract is Delivered at Place (DAP) from Supplier's originating Location to AETDC, Fernando Air Base, Lipa City, Philippines in accordance with INCOTERMS 2020.

7.2.2 For the purposes of the Contract, "DAP", is used to describe the obligations of the Parties and shall have the meaning assigned to it by the INCOTERMS 2020 published by the International Chamber of Commerce, Paris.

7.2.3 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section "IV" Schedule of Requirements of this Terms of Reference.

7.2.4 Upon air freight shipment, the Supplier shall provide the Procuring Entity a copy of the bill of lading which shall include details of the air freight shipment, including contract number, description of the Goods, quantity, aircraft carrier name, bill of lading number, departure airport, date of air freight shipment and arrival airport.

7.3 For purposes of this Clause, the PROCURING ENTITY's Representative/s are:

COL FERDINAND P ROMANO PAF (MNSA)
Chairperson, Technical Working Group for
Full Motion Flight Simulator Acquisition Project (FMFSAP)

7.4 Spare Parts, Special Tools, Ground Support Equipment and Services

7.4.1 The Spare Parts, Special Tools, Ground Support Equipment and Services to be delivered under this contract are exclusively the ones listed in Appendix "A", "B" and "C" of this Terms of Reference as these items and the costs thereof are included in the Contract Price.

7.4.2 The Supplier is required to provide all of the following materials, notifications and information pertaining to Spare Parts, Special Tools and Ground Support Equipment listed in Appendix "B" or distributed by the Supplier:

7.4.2.a Such Spare Parts, Special Tools, Ground Support Equipment, and other Services not listed in Appendix "A" and "C" as the PROCURING ENTITY may opt to purchase from the Supplier in a separate Sales Supply Agreement provided that this option shall not relieve the Supplier of any warranty obligations under this Contract in respect of the Spare Parts, Special Tools and Ground Support Equipment delivered to the PROCURING ENTITY as set out in Appendix "B" attached hereto; and

7.4.2.b In the event of termination of production of Spare Parts, Special Tools and Ground Support Equipment, advance notification to the PROCURING ENTITY of the pending termination, in sufficient time to permit the PROCURING ENTITY to produce needed requirements, or suggest other suppliers for Spare Parts, Special Tools and Ground Support Equipment manufacturer.

7.5 Packaging

7.5.1 As applicable, the Supplier shall provide such packaging of the GOODS in accordance with ATA 300 in order to prevent damage or deterioration during transit to their final destination, as indicated in this Terms of Reference.

7.5.2 The marking and documentation of the packages shall comply with the requirements as expressly provided for in this Clause. The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the PROCURING ENTITY

Name of Supplier

Contact Description

Final Destination

Gross Weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

7.5.3 A packaging list identifying the contents and quantities of the package shall be provided with the shipment

7.6 Transportation (as applicable)

7.6.1 The Supplier shall ship all Goods Delivered at Place (DAP) for shipment at AETDC, Fernando Air Base, Lipa City, Philippines. The Procuring Entity shall be the importer of record and shall assist the Supplier for clearing the Flight Simulator through customs.

7.6.2 The PROCURING ENTITY accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS 2020 for DAP Deliveries.

7.7 Insurance

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk of the Supplier as prescribed by INCOTERMS 2020 for DAP Deliveries and at the title of the Supplier until their final acceptance by the Procuring Entity.

7.8 Risk of Loss

Once the signing of the Certificate of Final Acceptance by the Procuring Entity all risks of loss or damage to the Full Motion Flight Simulator shall be for the account of and the responsibility of the Procuring Entity. Upon final payment is made to the Supplier, the Supplier shall then transfer the title to the Procuring Entity.

7.9 Patent 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.

8. Procuring Entity's Responsibilities

8.1 Taxes, Duties, Permits, Licences and Approvals

8.1.1 Delivery by the Supplier to the Procuring Entity shall take place when the Flight Simulator is delivered into the custody of the carrier in accordance with Delivered at Place (DAP) for shipment to AETDC, Fernando Air Base, Lipa City, Philippines and the Procuring Entity shall be responsible for:

8.1.1.a all duties, levies, dues, taxes, fees, interest, penalties or other charges levied by the government of the Republic of Philippines in accordance with AFP Modernization Law;

8.1.1.b assist the supplier in obtaining any permits, licenses, passes or other documents required by any government authorities in connection with importation of the Full Motion Flight Simulator in the Philippines; and

8.1.1.c assist in customs clearance of the Full Motion Flight Simulator and the goods in the Philippines.

8.1.1.d payments shall be made in full, in the currency specified therein and without any deduction, withholding or similar reduction which could reduce the agreed price. The Procuring Entity shall assure that the sums received by the Supplier shall be equal to the full amounts expressed to be due to the Supplier, without deduction or withholding on account of and free from any and all taxes, levies, dues or charges of whatever nature.

8.1.1.e The Supplier shall be entirely responsible for all the necessary taxes, duties, tariffs, license fees, and other such levies or expenses imposed outside the Philippines for the completion of this Contract. The Procuring Entity shall be responsible for the Philippine customs, duties as well as all other taxes including all formalities required thereto imposed in the Philippines.

9. Prices

9.1. Contract Price shall be in United States Dollars and shall be in accordance with Appendix 16 of the 2016 Revised Implementing Rules and Regulations of Republic Act 9184 or the Guidelines on Procurements Involving Foreign-Denominated Bids, Contract Prices and Payment using Letters of Credit.

All prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement and Policy Board (GPPB) in accordance with Section 61 of RA 9184 and its IRR or except as provided in this Clause.

9.2 Prices charged by the Supplier for Goods delivered and/or services performed pursuant to this Contract shall not vary from the prices it quoted in its bid, with the exception of any change in price resulting from an order issued in accordance with Clause 26.

10. Payment and Performance Related Guarantees

10.1 Request for opening of irrevocable Letter of Credit (LC) together with the Pro Forma Invoice shall be made within ten (10) calendar days from receipt of the Notice to Proceed (NTP). While, a fifteen percent (15%) Advance Payment, if

requested by the Supplier in writing within thirty (30) calendar days from the Notice to Proceed (NTP). To secure said advance payment, the Supplier shall undertake to arrange for an Advance Payment Guarantee (APG) of equivalent value in the form of a special bank guarantee with any Universal or Commercial Bank.

10.1.1 The second payment equivalent to sixty-five percent (65%) of the Contract Price less retention money shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents set out in **Appendix H**.

10.1.2 The third payment equivalent to twenty percent (20%) of the contract price less retention money shall be made upon completion, delivery and acceptance of deliverables and shall be paid to the supplier under conditions set out in **Appendix H**.

10.3 The LC shall be opened in accordance with the terms provided below, with an Authorized Government Depository Bank (AGDB) in the Philippines as the issuing bank and _____ as the advising bank:

- a) The LC shall be issued in the English language;
- b) The payment scheme and LC's documentary requirements shall be in accordance with the Payment Schedule;
- c) Partial shipments and trans-shipments of Goods shall be allowed under the LC;
- d) The LC shall contain no boycott provisions or related restrictive language;
- e) Mode of Transmission: Full cable telex/S.W.I.F.T., as applicable;
- f) Description of Goods and services
- g) Delivery Terms: Delivered at Place (DAP), AETDC, Fernando Air Base, Lipa City, Philippines
- h) Liquidated Damages: Liquidated damages shall be imposed in accordance with Clause 16 of the Contract.

10.4 All draw-downs under said LC which includes advance payment will be part of the Payment Schedule as set out in Section IV Schedule of Requirements 2.

10.5 The amount to be paid to the Supplier is the total contract price as stipulated in the contract. However, for purposes of opening of irrevocable LC, the amount to be deposited by the Procuring Entity to the Government Depository Bank or the issuing bank is the net contract price in Peso after the deduction of taxes. All charges for the opening and maintaining of irrevocable LC and/or incidental expenses thereto (i.e. bank commission, documentary stamp tax, cable, etc.) shall be for the account of the Supplier.

10.6 The payment scheme and documentary requirements shall be in accordance with the terms of this Contract. Payments other than the advance payment shall be made only upon a certification by the TIAC to the effect that the GOODS have been rendered or delivered in accordance with the terms of this Contract and have been duly

inspected and accepted, and issuance of Advice of Payment by the Head of Procuring Entity after completion of the following documentary Requirements:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;
- (ii) Original and four copies of Airway Bill/Bill of Lading, when applicable;
- (iii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate as per Appendix H, Annexes 1 and 2;
- (iv) Original and four copies of the Certificate of Origin (four imported goods) as per Appendix H, Annexes 3 and 4;
- (v) Packing list;
- (vi) Warranty Security as per section 15;
- (vii) Delivery Receipt;
- (viii) Certificate of Final Acceptance (as per Annex 2 and Annex 3 in Appendix "D").

10.7 Pursuant to above clause **10.6**, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission by the Supplier of documents (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) referred in clause 10.6 to the Procuring Entity or claim by the Supplier.

10.8 Advance Payment Guarantee ("APG")

10.8.1 Supplier shall arrange issuance of the APG by an International Bank designated by the Supplier and duly confirmed by a universal or commercial bank in the Philippines or by a reputable bank located in the Procuring Entity's country or abroad, acceptable to the Procuring Entity, in the form provided in the Terms of Reference or another form acceptable to the Procuring Entity upon written request by the Supplier and within sixty (60) calendar days from receipt of the NTP. The APG shall name the Procuring Entity as its sole beneficiary.

10.8.2 The APG shall be reduced in proportion to the deliveries of the Contract against presentation to the issuing Bank of the corresponding Certificate of Final Acceptance of each delivery. The APG shall expire thirty (30) days following the scheduled final delivery of the Goods. The APG will become void and null automatically, even if this bank guarantee has not been returned to the supplier at this moment.

10.8.4 All costs and expenses connected with the arrangement and subsequent amendment of the APG shall be for the account of the Supplier.

11. Performance Security

11.1 Within ten (10) calendar days from receipt of the Notice of Award (NOA) from the Procuring Entity but in no case later than the signing of the contract by both parties, the Supplier shall furnish the Performance Security in any of the forms as prescribed below:

Forms of Performance Security	Amount (equivalent to % of Contract Price)
Cash or Cashiers/Manager's Check issued by a Universal or Commercial Bank; or	Five Percent (5%)
Bank Draft / Guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however that it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank; or	Five Percent (5%)
Surety Bond called upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30 %)

11.2 The Performance Security shall be denominated in US Dollar and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the Supplier is in default in any of its obligation under the Contract.

11.3 The Performance Security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance for the last deliverable.

11.4 The Performance Security shall be released by the Procuring Entity and returned to the Supplier after issuance of the Certificate of Final Acceptance of the Full Motion Flight Simulator, subject to the following conditions:

- i)** There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- ii)** The Supplier has no pending claims for labor and materials filed against it; and
- iii)** Other terms of the Contract.

11.5 All costs and expenses connected with the arrangement and subsequent amendment of the Performance Security shall be for the account of the Supplier.

12. Use of Contract Documents and Information

12.1 All the Supplier's proprietary information including but not limited to patent, copyright, drawing, formulae, data, model, description studies, codes and/or other information relating to the design, assembly, composition, manufacture, performance, application, or operation of the Full Motion Flight Simulator, Supply and Services (the "Confidential Information") are and will remain the exclusive property of the Supplier through service life of the Full Motion Flight Simulator.

12.2 Those proprietary rights will also apply to any translation into a language and languages or media that may have been performed or caused to be performed by the Procuring Entity.

12.3 The supply on any Confidential Information shall not be construed as further licenses or rights for the Procuring Entity to design or manufacture any Full Motion Flight Simulator or part thereof or spare part.

12.4 Any mention by the Procuring Entity of the present or past corporate name or trademarks of the Supplier in advertising material, references, credentials, or other publications shall require prior written consent of the Supplier.

12.5 The Procuring Entity shall not disclose any information identified as confidential, any part thereof or any Confidential Information to any third party nor use the same otherwise than for its own legitimate purposes. All technical data and documentation are supplied to the Procuring Entity for the sole use of the Procuring Entity who undertakes not to disclose the contents thereof to any third party without the prior consent of the Supplier save as permitted herein or otherwise permitted pursuant to any government or legal requirement imposed upon the Procuring Entity. In such a case, the Procuring Entity shall inform the Supplier of its obligation to disclose Confidential Information prior to such disclosure. If the Supplier wishes to counter such order or applicable law, the Procuring Entity shall assist it in doing so.

12.6 The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, without the Procuring Entity's prior written consent except for the purpose of performing the obligations in the Contract. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.

12.7 Any documents shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

13. Standards

The Goods provided under this Contract shall conform to the standards mentioned in Section III. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

14. Inspections and Tests

14.1 Full Motion Flight Simulator

The Procuring Entity and the Supplier shall jointly conduct a Technical Inspection and Acceptance and Final Inspection and Acceptance on the completed Full Motion Flight Simulator in accordance with Appendix "D". The procedures, criteria, location and documentation for these events are contained in Appendix "F". These events shall be delivered in accordance with Section IV.

14.2 Spare Parts, Special Tools and Ground Support Equipment (GSE)

The Procuring Entity and the Supplier shall jointly conduct an inspection and acceptance on each lot of Spare Parts, Special Tools and GSE in accordance with Appendix "D". The procedures, criteria, location and documentation for these events are contained in Appendix "F". The acceptance Spare Parts, Special Tools and GSE shall be delivered in accordance with the **Section "IV"**.

14.3 Operator and Maintenance Training

Acceptance of the operator and maintenance training provided by the Supplier as set forth in **Appendix A** shall take place upon the completion of all operator and maintenance training in accordance with **Section "IV"**.

15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are brand new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when specified by the technical specifications under the Contract.

15.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty security shall be required from the Supplier for a period of two (2) years for the equipment and its spares. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the total Contract Price. The said amounts shall only be released after the lapse of the warranty period; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

15.4 Warranty period of two (2) years for the equipment and its spares from the time of acceptance which shall be provided in the Warranty Certificate to be issued by the Supplier to the Procuring Entity.

15.5. The Flight Simulator warranty will become effective at the time of final delivery at Fernando Air Base, Lipa City, Philippines and signing of the Certificate of Final Acceptance, as set out in Appendix "D".

15.6. The counting of the two (2) year warranty period will be tolled when the component has discrepancy that will render the Flight Simulator unserviceable and the corresponding warranty claim has been provided to the Supplier. The warranty period shall only resume upon correction of the discrepancy on the affected item.

15.7. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. The Procuring Entity shall deliver failed items in to Supplier nominee repair center at the Supplier's expense. The Supplier shall promptly notify the Procuring Entity of the reception of such failed item/s and upon such notice, the Supplier shall, within the sixty (60) calendar days (customs clearance processing not included) and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

15.8. The Supplier ensures the availability of a Technical Representative during the warranty period.

15.9. If the Supplier, after having been notified, fails to correct or replace the defective items within the sixty (60) calendar day period, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and the applicable law including imposition of liquidated damages pursuant to Section 68 of the IRR of RA 9184.

16. Delays in the Supplier's Performance

16.1 Delivery of the Goods and/or performance of Service shall be made by the Supplier in accordance with Section IV.

16.2 If at any time during the performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and/or performance of the Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may extend the Supplier's time performance. In which case, the extension shall be ratified by the parties, by amendments of the Contract.

16.3 Except as provided under Clause **20**, a delay by Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause **17**, unless an extension of time is agreed pursuant to Clause 26 without the application of liquidated damages.

17. Liquidated Damages

17.1 Where the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance.

17.2 To be entitled to such Liquidated Damages, the Procuring Entity does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to the Designated Supplier

under the contract and/or collect such Liquidated Damages from the Retention Money or other securities posted by the contractor whichever is convenient to the Procuring Entity.

17.3 In case that the delay in the completion of the work exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may rescind the contract.

17.4 The Contract may be taken over by the Procuring Entity or award the same to a qualified supplier through negotiation in case the total sum of liquidated damages exceeds ten percent (10%) of the total contract price. In this case, the original Supplier shall pay the Government of the Philippines the liquidated damages imposed under the provisions of this clause without prejudice to other sanctions under the Philippine law.

17.5 The Procuring Entity shall provide written notice to the Supplier of the liquidated damage claim referred to in the above paragraph, through a registered mail with confirmation of receipt or personal service of notice or via electronic mail (e-mail). In the event the Supplier does not pay the liquidated damages, the Procuring Entity shall have the right to retain a portion of pending payments to the Supplier in the amount of the liquidated damages.

18 Settlement of Disputes

18.1 If any disputes or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with arising out of the Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

18.2 If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give to the other Party notice of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

18.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the GOODS under this Contract.

18.4 Each of the Parties hereby agrees not to claim and agrees to waive any immunity from suit or arbitration or from judicial enforcement of matters arising under this Agreement on grounds or sovereignty or otherwise to which the Party hereto may be entitled.

18.5 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due (delivered and accepted) the Supplier.

19. Limitation of Liability

19.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of intellectual property rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity arising out of or in connection with this Contract, whether such liability is based on contract warranty, liquidated damages for delay, guarantee, indemnity, tort (including negligence) strict liability or otherwise shall not exceed to the total Contract Price.

19.2 Under no circumstances shall the Supplier be liable for any consequential loss, loss of production, loss of contract, loss of business or business opportunity resulting from the negligence of a party or from a breach of this contract.

20. Force Majeure

20.1 The Designated Supplier shall not be liable for forfeiture of liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contracts is the result of a *force majeure*.

20.2 For purposes of this TOR and the Contract the terms "*force majeure*" and "*fortuitous event*" may be used interchangeably. In this regard, a *fortuitous event* or *force majeure* shall be interpreted to mean an event which the Designated Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Designated Supplier.

20.3 If a *force majeure* situation arises, the Designated Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Designated Supplier shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

21. Termination for Default

21.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

21.1.1 Outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price.

21.1.2 As a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of

the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

21.1.3 The Supplier fails to perform any other obligation under the Contract.

21.2 In the event the Procuring Entity terminates in whole or in part, for any of the reasons provided under Section 21 the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered within one month after such termination, and the Supplier shall be liable to the Procuring Entity for any reasonable excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

21.3 In case the delay in the delivery of the GOODS and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

22. Termination for Convenience

22.1 The Procuring Entity may terminate the Contract, in whole or in part, at any time for its convenience. The head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

22.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) days after the Supplier's receipt of Notice to terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and /or ready for delivery, the Procuring Entity may elect:

22.2.1 To have any portion delivered and/or performed and paid at the contract term and prices; and/or

22.2.2 To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed Goods and for materials and parts previously procured by the Supplier, including any amounts incurred by the Supplier in rendering the Goods marketable.

22.3 The Contract may be terminated for convenience upon mutual agreement by both Parties.

23. Termination for Unlawful Acts

23.1.1 The Procuring Entity may terminate the Contract in case it is determined by a court of law that the Supplier has engaged, before or during the

implementation of the Contract, in unlawful deeds and behaviors relative to this contract acquisition and implementation. Unlawful acts are the following:

23.1.1 Corrupt, fraudulent, and coercive practices as defined in **Section 2.1.1** (Conditions of the Contract) of this TOR.

23.1.2 Drawing up or using forged documents;

23.1.3 Using adulterated materials, means or methods; and

23.1.4 Any other unlawful deeds or behaviors analogous to the foregoing.

24. Procedures for Termination of Contracts

24.1 The following provision shall govern the procedures for termination of this contract by the Procuring Entity:

24.1.1 Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall within a period of seven (7) days, verify the existence of such ground(s) and cause the execution of a verified report, with all relevant evidence attached;

24.1.2 Upon recommendation by the Procuring Entity, the head of the Procuring Entity shall terminate the Contract only by a written notice to the Supplier conveying the termination of the Contract. The notice shall state:

24.1.2.a That the Contract is being terminated for any of the ground/s aforementioned, and a statement of the acts that constitute the grounds constituting the same;

24.1.2.b The extent of termination whether in whole or in part;

24.1.2.c An instruction to the Supplier to show cause as to why the Contract should not be terminated; and

24.1.2.d Special instructions of the Procuring Entity, if any.

24.1.3 The Notice to Terminate shall be accompanied by a copy of the verified report;

24.1.4 Within a period of twenty-one (21) days from receipt of the Notice of Termination, the Supplier shall submit to the head of the Procuring Entity a verified position paper stating why the Contract should not be terminated. If the Supplier fails to show cause after the lapse of twenty-one (21) day- period, either by in action or by default, the head of the Procuring Entity shall issue an order terminating the Contract;

24.1.5 The Procuring Entity may, at any time before receipt of the Supplier's verified position paper to withdraw the notice to terminate if it is determined that certain items or work subject of the notice had been completed, delivered or performed before the Supplier's receipt of the notice;

24.1.6 Within a non-extendible period of ten (10) days from receipt of the verified position paper, the head of the Procuring Entity shall decide whether or not to terminate the Contract. It shall serve a written notice to the Supplier if its decision is to terminate the Contract and, unless provided, the Contract is deemed terminated from the date of receipt by the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

24.1.7 The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All recommendations by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

25. Assignment of Rights

25.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part except with the Procuring Entity's prior written consent.

26. Contract Amendment

26.1 Subject to the rule on contract implementation guideline for the procurement of goods, supplies, and materials under Annex D of RA9184, no variation in or modification of the Terms of the Contract shall be made except by written amendment signed by the Parties.

26.2 The Supplier shall provide the Procuring Entity written notification of Change asserting its right to an adjustment within ten (10) days after receipt of the Procuring Entity's written request for change in the Contract requirements. The Supplier shall submit a Change proposal to the Procuring Entity documenting the cost and/or schedule impact of the requested Change no later than thirty (30) days after the submittal date of the written notification of Change.

26.3 The Supplier is under no obligation to implement any Changes under the Contract until a mutually agreed amendment to the Contract is executed by both the Procuring Entity and the Supplier documenting and fully funding the agreed upon changes to the Contract requirements, the Total Contract Price, payment schedule and/or the delivery schedule.

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Section III. TECHNICAL SPECIFICATIONS

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III. TECHNICAL SPECIFICATIONS

The capabilities and performance parameters that are based on the Full Motion Flight Simulator Acquisition Project Circular of Requirements shall be the major criteria in the selection and technical evaluation for the FMFSAP as follows:

1. CAPABILITY AND PERFORMANCE

Item	Specifications
1. Full Motion Flight Simulator	Full Motion Flight Simulator with six (6) Degree of Freedom and realistic fidelity
2. Motion Control System	<p>The motion platform must be an Electrical Motion System with Six (6) Degrees of Freedom (6 DOF) with at least 36-inch actuator stroke</p> <p>6-DoF includes pitch, roll, heave, surge, sway and continuous yaw motion</p>
3. Platform Configuration	<p>Must be able to provide at least two (2) platforms as full motion flight simulator. The two (2) mandatory platforms are as follows:</p> <ul style="list-style-type: none"> a) S-70i Black Hawk b) Bell 412EP
4. Cockpit resemblance	<p>a) Full replication of cockpit instrumentation and systems layout of</p> <ul style="list-style-type: none"> a) S-70i Black Hawk b) Bell 412EP <p>currently being used by the Philippine Air Force. Functionality and accuracy of the instruments, dials and switches should have real aircraft fidelity.</p> <p>b) Instrumentations may be replicated either through simulated instruments or through bezel over glass projection.</p> <p>c) Cockpits should have the provision that will allow additional cockpits in the simulator</p>

Item	Specifications
	platform in the future. d) Each cockpit (S-70i Black Hawk and Bell412EP) is required to be fully removable with standalone operational capability.
5. Projection System and Field of View	a) At least direct projection display system with a field of view of at least 200 degrees (horizontal) and 40 degrees (vertical) b) Projection system must be compatible for Night Vision Goggles (NVG)
6. Visual Database and Image Generator	a) High definition/detail 3D visual realism and visual/map/terrain accuracy of all Philippine International airports, all Principal Class I/II airports and training areas specified by the PAF. Community airports may also be included b) Frame rates should be not less than 60 Hz.
7. Digital Sound Simulation	Must have at least a Digital 5.1 surround of realistic sound that simulates actual flight with a 360 degree sound map and sound vibrations for tactile feedback of synthetic texture.

2. ADDITIONAL REQUIREMENTS

Item	Specifications
1. Parts and Components	All brand new
2. Technical Support	Must be available throughout the service life of the simulator
3. Flight Data	The Supplier shall provide for the Flight Data for all platforms. All costs associated with obtaining the flight data shall be borne by the supplier
4. Instructor Operator Station (IOS)	An Off Board instructor station shall be provided

Item	Specifications
5. Power Requirement	a) Must provide Uninterrupted Power Supply as back-up that can provide sufficient time for systems shutdown b) Must provide all attendant power supply and necessary power transformers
6. Simulator Facility Design	Proponent shall provide the Simulator Facility design, specifications and list of all requirements for its operation
7. Delivery Schedule	545 calendar days from receipt of NTP
8. Warranty	Warranty period of Two (2) years for the equipment and all its spares from the time of acceptance

3. INTEGRATED LOGISTICS SUPPORT (ILS) REQUIREMENTS

The proponent is required to submit a proposed Integrated Logistics Support (ILS) Program sufficient to support the flight simulator operational requirements for at least one (1) year subject to negotiation of both parties. Furthermore, the Supplier shall ensure the availability of spares for the succeeding operational requirements of the flight simulator. The ILS shall be inclusive of a Maintenance Program, Training Program, Technology Transfer, Initial Spares, Flight Simulator Ground Support Equipment and Tools, Technical Publications, and Support.

Item	Specifications
1. Training Program	The program shall be developed along established and accepted training practices and will be conducted in English All training shall be provided by the winning proponent All training shall be conducted prior to final delivery and acceptance as specified in the contract

Item	Specifications
a. Operational/ Maintenance Training	<p>Training shall be provided for the following:</p> <p>a) two (2) operator each for every specific aircraft type simulator;</p> <p>b) two (2) maintenance technician each for every specific aircraft type simulator</p>
b. Cost of training	<p>Airfares and Daily Subsistence Allowance based on current UNDP rates of trainees for all training programs connected with the simulator acquisition shall be provided by the proponent</p>
2. Simulator Spares	<p>Itemized critical simulator spare parts and their itemized costs to be identified and to be included as part of the bid proposal. Items shall be delivered with the flight simulator as part of the Initial Integrated Logistics Support (ILS)</p>
3. Simulator Ground Support Equipment and Tools	<p>The support equipment and tools shall be provided for each simulator.</p> <p>The support equipment must be provided for maintenance and handling of the simulator</p>
4. Software	<p>a) Must provide all necessary applications and executable software for the flight simulator</p> <p>b) Must provide at least two (2) back-up copies of all applications and executable software on appropriate media</p>
5. Technical Publications	<p>The following are the minimum Technical Manuals that must be provided for each simulator platform:</p> <p>a) Operator's Manual</p> <p>b) Operator's Checklist</p> <p>c) Maintenance and Repair Manual and;</p> <p>d) Illustrated Parts Catalogue</p> <p>Other publications such as Service Bulletins must also be provided on a regular basis throughout the service life of the simulator</p> <p>All publications shall be prepared in the English language with electronic copies</p>

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Section IV. SCHEDULE OF REQUIREMENTS



Section IV – SCHEDULE OF REQUIREMENTS

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

Item Nr	Description	Quantity	Delivered Days/Weeks/Months
1	Training Package		
	Operator Training	2 per cockpit	To be completed not later than thirty (30) calendar days before the delivery of the equipment
	Maintenance/Systems Specialist Training	2 per cockpit	
2	Flight Simulator Delivery		
	Delivery and installation of equipment	2 types of cockpit	NLT 545 calendar days from the receipt of NTP
	Inspection, testing and acceptance	2 types of cockpit	To be conducted within seven (7) calendar days from completion of the installation
3	Initial Integrated Logistics Support		
	Manuals		
	Operator's Manuals	1 Set per cockpit	Should be delivered at the same time with the simulator.
	Operator's Checklist	1 Set per cockpit	
	Maintenance and Repair Manual	1 Set per cockpit	
	Illustrated Parts Catalogue	1 Set per cockpit	
	Applications and Executable Software	2 copies	
	Tooling Packages		
	Common Tools	1 Set per cockpit	Should be delivered at the same time with the simulator.
	Special Tools	1 Lot	
	Spares and Warranty		
	Simulator Spares	1 Lot	Should be delivered at the same time with the simulator

	Warranty Program two (2) year for the equipment and its spares.		Shall commence from issuance of the certificate of Final Acceptance for the whole simulator package.
4	After Sales Services		
	Technical representative and technical support		OEM shall ensure availability of technical representatives and technical support for the duration of the serviceability of the equipment

APPENDIX “A”

(Operator and Maintenance Training)

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Procedures

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Procedures

APPENDIX A – OPERATOR AND MAINTENANCE TRAINING

1. Training Program Scope

The Supplier shall provide the operator and maintenance training to the Procuring Entity candidates. The training program is based on the purchase of the Full Motion Flight Simulator with two cockpits (Bell 412EP and S-70i Black Hawk) in order to increase Procuring Entity's personnel skills.

2. Training Schedule

The Supplier shall conduct operator and maintenance training in accordance with the Section IV.

3. Operator and Maintenance Training

The operator and maintenance training provided by the Supplier will establish a foundation that supports the mission tasks with Full Motion Flight Simulator operator qualification. The operator training program includes basic academics and full motion flight simulator training. The maintenance training provided facilitates more efficient maintenance manpower and improves logistics supportability, which ensures that the Full Motion Flight Simulator is operational and maintainable. The training is considered complete after the course standards defined by the Supplier has been performed, for actual maintenance and operation of the equipment referencing the technical manuals. Academic training includes both state of the art instructor led computer presentations and hands-on operator and maintenance training.

4. Training Materials, Facilities, Flight Simulator and Language

The Supplier provides each maintenance and operator training candidate with a hard-copy of course materials in the English language for each course conducted by instructor personnel. The training materials are sufficient to train maintenance technicians and operators who meet the course prerequisites in the maintenance and operations of the applicable model of full motion flight simulator. Course instruction electronic media, syllabi, course outlines, and company intellectual property are non-deliverables within the scope of this proposal. All training is conducted in the English language. Students must read, write and understand the English language to a minimum 70% comprehension level. Should a language translator be required, course lengths are adjusted and additional costs will be at the expense of the Procuring Entity.

The courses will be performed at Supplier's Training Center and at Delivery Site:

5. Training Candidates Expenses

As requested by the Procuring Entity, the Supplier agrees to cover the following training candidates' expenses for operator and maintenance of the flight simulator:

- A round trip air travel
- Visa cost
- Logistics package for local transport, accommodation and meals, within (proponent) policies and processes.
- Car rental and Hotel accommodation will be paid directly by Supplier to the services providers.

Any other expenses associated with training are the Supplier's responsibility.

The Philippines Air Force confirms that the terms and conditions mentioned above are consistent with their national and local laws as well as the internal regulations of their public organization related to the acceptance of Gifts and Hospitality concerning business trips."

6. Visa and State Department Requirements

Applying for and receiving a VISA permit for training candidates in a timely manner is the responsibility of the Procuring Entity. Early identification of training candidates and registration will be required to ensure timely approvals. Upon registration, a formal letter to the State Department can be provided to Procuring Entity in order to assist with timely VISA processing.

7. Student Enrollment Process

The Supplier shall be responsible in enrolling the Students of the Procuring Entity for their training. It is encouraged that all training be scheduled at least sixty (60) days prior to the start of each established course date set forth in Section IV to ensure space and instructor availability. With regard to the quantity of selected personnel for training, it is understood that non-attendance will not generate refunds or repositions.

8. Certificate of Completion (Upon Successful Course Completion)

Each Procuring Entity designated training candidate will receive a Certificate of Completion from the Supplier's Training provider for each course successfully completed. The issuance of the certificates at the completion of the courses will be assumed as an acceptance on behalf of the Procuring Entity. The personnel that complete the trainings will be certified in the same manner. In the event that a candidate(s) does not successfully complete the course, a Letter of Attendance shall be given in lieu of the Certificate of Completion

9. Course Descriptions

The Supplier shall give a brief outline of the main objectives and contents for the courses established as well as the main requisites to be accomplished by the students.

The syllabus of the courses will be provided in detail as soon as the documentation related to the specific Full Motion Flight Simulator systems and

subsystems are available. Detailed programs and contents for each course will be provided by the Supplier prior to the commencement of the courses.

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APPENDIX “B”

(Spare Parts, Tools, & Ground Support Equipment)

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Ground Support Equipment (GSE) :

NOMENCLATURE	PART NUMBER	QUANTITY

Tools:

NOMENCLATURE	PART NUMBER	QUANTITY

Spares Parts to support the full motion flight simulator:

NOMENCLATURE	PART NUMBER	QUANTITY

APPENDIX “C”

(Maintenance Program, Technology Transfer, Technical Publication and Support)

APPENDIX C – MAINTENANCE PROGRAM, TECHNOLOGY TRANSFER, TECHNICAL PUBLICATIONS AND SUPPORT

1. Maintenance Program

The program will be the Flight Simulator Maintenance Program, which is certified inclusive of maintenance programs for: full motion flight simulator dome, motion platform, cockpits, electrical, avionics, and other parts of the full motion flight simulator; there should also be training for supply management, records custodian and IT. Maintenance program provides instructions for inspections, scheduled and unscheduled maintenance checks.

2. Technical Publications

2.1. Documents – for the purpose of operation, maintenance, and repair of the full motion flight simulator and its related ground support equipment will be provided. Technical manuals for the Full Motion Flight Simulator avionics and communication equipment should also be provided.

2.2. Publications – for this purpose information on the parts, components, systems, maintenance and operation of the flight simulator shall be provided with the FMFS upon delivery. Publications shall be prepared in the English language with electronic copies.

2.3. Flight Simulator Manual (FSM) – manufacturer shall provide FSM upon delivery.

2.4. Master Minimum Equipment List (MMEL) – manufacturer shall provide MMEL upon delivery.

2.5. Operational Document – manufacturer shall provide operational documents including but not limited to the following:

- 2.5.1. Operating Manuals
- 2.5.2. Operators Checklist

2.6. Maintenance Document – manufacturer shall provide maintenance documents including but not limited to the following:

- 2.6.1. Flight Simulator Maintenance Manual
- 2.6.2. Wiring Diagram Manual
- 2.6.3. Illustrated Parts Catalog
- 2.6.4. Motion Platform Manual
- 2.6.5. Consumable Material List
- 2.6.6. Illustrated Tools and Equipment Manual
- 2.6.7. GSE Technical Publications

2.7. Repair Document - manufacturer shall provide repair documents including but not limited to the following:

- 2.7.1. Structural Repair Manual

2.7.2. Non- Destructive Inspection (NDI) Manual

2.7.3. Components Maintenance Manual

2.8. Maintenance Management Information System

2.8.1. Must be able to provide software that can manage and monitor maintenance schedules and spare parts of the flight simulator.

2.8.2. Must be able to provide three (3) sets of hardware with accompanying peripherals to operationalize the system.

2.8.3. Must be able to provide associated training for the use of the Maintenance Management Information System.

2.9 Supplier shall provide continuous update and revision of flight simulator manuals, Service Bulletins, and other Directives in electronic and hard copies after delivery of the flight simulator for a continuous period of five (5) years.

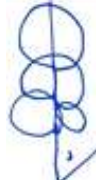
3. Technical Representative (in-country)

3.1 One (1) Technical Representative for Full Motion Flight Simulator shall be assigned in country and located at the main operating base for the duration of the serviceability of the equipment upon acceptance of the flight simulator at customer's main operating base.

3.2 Technical Representative shall provide consultation and advise on maintenance, troubleshooting, logistics, training, operational characteristics and other flight simulator related subjects.

APPENDIX “D”

(Inspection & Acceptance)

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Technical Inspection Checklist

The Full Motion Flight Simulator and associated Goods and services to be delivered by the Supplier under this Agreement shall be inspected, accepted and completed in accordance with the terms set forth below.

FMFS

Pre-Delivery Inspection

The Supplier shall conduct a Pre- Delivery Inspection event on the Full Motion Flight Simulator with a designated Procuring Entity acceptance team. The Pre-Delivery Inspection event will be conducted at the Supplier's completion facility.

The Supplier shall provide the Procuring Entity thirty (30) days advance written notification of the Pre-Delivery Inspection event date. The Supplier shall be responsible for bearing costs associated with air fare and logistic package for local transport, accommodation and meals, within the policies and processes, for the Procuring Entity's Pre-Delivery Inspection Team composed of five (5) personnel to attend the Pre-Delivery Inspection event at the Supplier's facility, for five (5) days exclusive of travel days. The Supplier shall bear the costs for the requirements to conduct acceptance testing of the Full Motion Flight Simulator.

The Pre-Delivery Inspection event shall consist of a physical inventory and inspection of the Full Motion Flight Simulator and its ILS to demonstrate conformity to **Section III**. Additionally, flight simulations for the Full Motion Flight Simulator shall be conducted by Procuring Entity's designated acceptance pilots for the Bell 412EP and S70i Black Hawk with a Supplier representative to demonstrate the **functionality** and **performance and fidelity** of the completed Full Motion Flight Simulator in accordance with the Section III.

The Supplier shall prepare and submit an Inspection and Acceptance Test Procedure (IATP) to the Procuring Entity based on Appendix "F", which will be the minimum requirement, for review and comment one-hundred twenty (120) days prior to the delivery as set forth in the Section IV. The Procuring Entity shall provide written comments to the Supplier no later than thirty (30) calendar days after receipt. The Supplier and the Procuring Entity shall mutually agree to the requirements of the IATP

Final Inspection and Acceptance

The Procuring Entity and the Supplier shall conduct a Final Inspection and Acceptance event of the Full Motion Flight Simulator. The Final Inspection and Acceptance event shall consist of a physical inventory and inspection of the Full Motion Flight Simulator and its ILS to demonstrate conformity to the Section III. A Final Inspection and Acceptance Test shall be conducted on the Full Motion Flight Simulator by designated Pilots of the Procuring Entity with a Supplier representative to demonstrate functionality. The Final Inspection and Acceptance flight simulation shall be conducted in accordance with the mutually agreed IATP, included in Appendix F.

Upon the successful completion of the Final Inspection and Acceptance a duly authorized representative of the Procuring Entity shall issue Annex “2” for the Full Motion Flight Simulator.

Upon the issuance of Annex “2”, the warranty as set forth in Appendix “E” shall commence.

Spare Parts and Ground Support Equipment

Packing and Crating

The Supplier shall pack, crate and preserve the Spare Parts, Special Tools and Ground Support Equipment (GSE) for air freight shipment in accordance with ATA 300.

Shipping

The Supplier shall ship the Appendix “B” **Delivered at Place** (DAP-INCOTERMS 2020), to AETDC, Fernando Air Base, Lipa City, Philippines. Risk of Loss shall be transmitted to the Procuring Entity upon acceptance.

Inspection and Acceptance

Inspection and acceptance of the Spare Parts, Special Tools and GSE will take place at AETDC, Fernando Air Base, Lipa City, Philippines. A Supplier CSE and a Procuring Entity representative shall conduct a physical inventory of each lot shipment against the packing list and Appendix “B”. The parts/equipment shall be physically inspected for any damage, missing parts/equipment and shortages. The Supplier shall replace or provide any missing parts/equipment at no cost to the Procuring Entity.

A Procuring Entity representative shall execute Annex “3” upon completion of the inspection and acceptance event.

Operator and Maintenance Training

Certificate of Completion

The Supplier shall provide operator and maintenance training at the locations set forth in **Appendix A** in accordance with Section IV. The Supplier shall issue either a Certificate of Completion or a Letter of Attendance to each candidate for each training course in accordance with Section III Part 2. Upon the Supplier’s completion of all required operator and maintenance training a Procuring Entity representative shall execute Annex “4”.

ANNEXES

1. Certificate of Technical Inspection – Full Motion Flight Simulator
2. Certificate of Final Acceptance – Full Motion Flight Simulator
3. Certificate of Acceptance – Spare Parts, Special Tools and Ground Support Equipment
4. Certificate of Acceptance – Training

APPENDIX D. ANNEX 1.

CERTIFICATE OF TECHNICAL INSPECTION– FLIGHT SIMULATOR

**ISSUED PURSUANT TO THE AGREEMENT BETWEEN THE _____
AND THE DEPARTMENT OF NATIONAL DEFENSE/ARMED FORCES OF THE
PHILIPPINES (DND/AFP), REPUBLIC OF THE PHILIPPINES.**

In accordance with Section 6.1 of the Agreement, **THE DEPARTMENT OF NATIONAL DEFENSE/ARMED FORCES OF THE PHILIPPINES**, hereby declares that, in respect to the Full Motion Flight Simulator here above described, it

- (a) has inspected the Full Motion Flight Simulator,
- (b) has conducted the tests, or
- (c) waives all rights to the inspection and to the tests, and

hereby Accepts the Full Motion Flight Simulator. The Risk of loss and title to the Full Motion Flight Simulator remains with the Supplier. The Supplier shall insure, protect and safeguard the Full Motion Flight Simulator while the Procuring Entity Full Motion Flight Simulator is in the custodial care of the Supplier.

Signed this insert date of issuance:

**THE DEPARTMENT OF NATIONAL DEFENSE/
ARMED FORCES OF THE PHILIPPINES**

APPENDIX D. ANNEX 2.

CERTIFICATE OF FINAL ACCEPTANCE

**ISSUED PURSUANT TO THE AGREEMENT BETWEEN THE _____
AND THE DEPARTMENT OF NATIONAL DEFENSE/ARMED FORCES OF THE
PHILIPPINES (DND/AFP), REPUBLIC OF THE PHILIPPINES.**

In accordance with Section 6.1 of the Agreement, **THE DEPARTMENT OF NATIONAL DEFENSE/ARMED FORCES OF THE PHILIPPINES**, hereby declares that, in respect to the Full Motion Flight Simulator here above described, it

- (a) has inspected the Full Motion Flight Simulator,
- (b) has conducted the Final Inspection and Acceptance tests, or
- (c) waives all rights to the inspection and to the tests, and

hereby Accepts the Full Motion Flight Simulator. The title to the Full Motion Flight Simulator transfers to the Procuring Entity upon the execution of this acceptance document and the receipt of final payment in full.

Signed this insert date of issuance:

**THE DEPARTMENT OF NATIONAL DEFENSE/
ARMED FORCES OF THE PHILIPPINES**

APPENDIX D. ANNEX 3.

**CERTIFICATE OF ACCEPTANCE –
SPARE PARTS & GROUND SUPPORT EQUIPMENT**

ISSUED PURSUANT TO THE AGREEMENT BETWEEN THE
_____ AND THE DEPARTMENT OF NATIONAL
DEFENSE/ARMED FORCES OF THE PHILIPPINES

In accordance with Section 6.1 of the Agreement, **THE DEPARTMENT OF NATIONAL DEFENSE/ARMED FORCES OF THE PHILIPPINES** hereby declares that, in respect to the Spare Parts, Special Tools and Ground Support Equipment:

- (a) has inspected the parts and equipment, and
- (b) has conducted a physical inventory/part count against the packing list and Appendix "B" of the Agreement, and

hereby accepts the spare parts, special tools and ground support equipment. The title to the parts and equipment will transfer to the Procuring Entity upon full payment.

Signed this insert date of issuance:

**THE DEPARTMENT OF NATIONAL DEFENSE/
ARMED FORCES OF THE PHILIPPINES**

APPENDIX D. ANNEX 4.

CERTIFICATE OF ACCEPTANCE – TRAINING

ISSUED PURSUANT TO THE AGREEMENT BETWEEN THE

AND THE DEPARTMENT OF NATIONAL
DEFENSE/ARMED FORCES OF THE PHILIPPINES (DND/AFP), REPUBLIC OF
THE PHILIPPINES.

In accordance with Section 6.1 of the Agreement, **THE DEPARTMENT OF NATIONAL DEFENSE/ARMED FORCES OF THE PHILIPPINES**, hereby declares that, in respect to the Operators and Maintenance Training

- (a) confirms that all operators and maintenance training has been conducted by the Supplier in accordance with the Appendix A, Training Program of the Agreement, and
- (b) confirms that the Supplier has provided a Certificate of Completion or a Letter of Attendance to the PROCURING ENTITY training candidates in accordance with Appendix "A", Training Program of the Agreement, and

hereby Accepts that the Training Program has been completed by the Supplier.

Signed this insert date of issuance:

**THE DEPARTMENT OF NATIONAL DEFENSE/
ARMED FORCES OF THE PHILIPPINES**

APPENDIX “E”

(Warranty Program)



FULL MOTION FLIGHT SIMULATOR WARRANTY & SPARE PARTS & GROUND SUPPORT EQUIPMENT

Two (2) Year Warranty

The Supplier warrants that the GOODS supplied under this proposal are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by Procuring Entity provides otherwise.

The Supplier further warrants that all GOODS supplied under this proposal shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied GOODS in the conditions prevailing in the country of final destination.

The warranties shall not apply to the "Government Furnished Items", Consumables, Expendables, Life Limited parts, Tires and normal wear and tear.

Supplier warrants the new Full Motion Flight Simulator to be free from defect in material or workmanship under normal use and service for two (2) years from acceptance. And one (1) year for Spare Parts and Ground Support Equipment.

The cost of effecting the troubleshooting, removal of the defective item from the Full Motion Flight Simulator, reinstallation on the Full Motion Flight Simulator of the repaired or replacement item and tests after reinstallation shall be borne by Procuring Entity. The supplier will not void the warranty when the Procuring Entity performs troubleshooting, removal and installation of the item/s that is /are still under warranty.

Parts, components and assemblies of Full Motion Flight Simulator parts may have been restored or reworked due to marks, blemish, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under Supplier's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.

Supplier's obligation under this warranty is limited to the repair or replacement of parts which are determined to Supplier's reasonable satisfaction with concurrence of the End-User to have been defective within the applicable warranty period as described above. Replacement of parts must be brand new and at the lowest allowable maintenance level contained in Supplier's manuals, service bulletins or applicable supplier manuals.

WARRANTY CLAIM PROCESS

Defective parts must be reported in writing to the Supplier's Warranty Administration by the Procuring Entity/End-User within fourteen (14) days of being found defective. Parts may be repaired or replaced with new or reconditioned parts, at

Supplier's election. Such election shall be communicated by writing by the Supplier within a period of 7 days from Warranty Claim reception ("Warranty Claim Response")

Defective part shall be delivered to Supplier's nominated courier within seven (7) days of Warranty Claim Response, except otherwise communicate in writing by the Supplier.

Parts returned to Supplier will be eligible for remedy under this warranty. The Supplier or their designated Forwarder shall be responsible in packaging and shipping the item from the End-User's place of operation to the Supplier.

Any core removed by Procuring Entity for which Supplier has furnished a replacement part through Warranty Process shall be shipped by the Supplier or its designated Forwarder. The Procuring Entity/End-User shall provide needed historical service record to be included in core removed for shipment by the Supplier or its designated Forwarder. Within fourteen (14) days of receipt by Procuring Entity of the replacement part, Procuring Entity shall provide Supplier with proof of delivery within fourteen (14) days following receipt of the replacement part. In the event that Procuring Entity fails to provide Supplier with such proof of delivery within fourteen (14) days or fails to provide the applicable historical service records, Procuring Entity shall be charged the invoiced value of the replacement part.

The replaced item shall become the property of the Supplier as soon as It is delivered.

WARRANTY RESOLUTION

Supplier shall ensure that any discrepancy due to material failure/factor shall be shipped (to and from) and corrected and delivered to the end user at the Supplier's expense, as soon as possible and not to exceed the Turn Around Time (TAT), 60 days for big ticket items and 30 days for other items since the time of the defective item is delivered from the Procuring Entity to the Supplier's courier to the time that the repaired or replaced item arrives to Philippines. In case the Supplier foresees a delay beyond its control, the latter can request for an extension; upon submission of the request TAT period will be suspended until the Procuring Entity provides a response; such request shall be acted upon by the Procuring Entity as soon as possible.

When Procuring Entity requests application of the warranty, examination of the Full Motion Flight Simulator or the alleged defective part and/or the inspection of the relevant log-book and maintenance records can be requested. The Supplier will exert special attention for big ticket items, by performing on-site inspection upon supplier's consideration in order to avoid as much as possible unnecessary flight simulator downtime all within the 60-day period.

Procuring Entity shall provide reports with Full Motion Flight Simulator status information upon request of the Supplier during the time that the flight simulator is covered by the warranty.

WARRANTY AND LIABILITY DISCLAIMERS AND EXCLUSIONS: THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Supplier. The Procuring Entity's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of the Full Motion Flight Simulator's defective part. Supplier excludes liability, for incidental or consequential damages, including without limitation, damage to the Full Motion Flight Simulator or other property, costs and expenses resulting from required changes or modifications to flight simulator components and assemblies, changes in retirement lives and overhaul periods, local custom fees and taxes, and costs or expenses for commercial losses.

Supplier makes no warranty and disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to work performed by third parties at Procuring Entity's request and with respect to the flight simulator, motion platform, cockpits, accessories, batteries, paint, radios, avionics, navigational equipment and Procuring Entity furnished equipment or equipment manufactured by others and installed at Procuring Entity's request.

Supplier makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, normal wear and tear, erosion or corrosion. Supplier makes no warranty and disclaims all liability for consumables which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period.

CHOICE OF LAW AND JURISDICTION: This warranty shall be interpreted under and governed by the laws of the Philippines in accordance with the *lex situs* principle. All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Supplier's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of the Philippines. In the event that Procuring Entity files such an action in either of the court systems identified above, and a final judgement in Supplier's favor is rendered by such court, then Procuring Entity shall indemnify Supplier. In the event Procuring Entity files such a legal action in a court other than those specified, and Supplier successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Procuring Entity shall indemnify Supplier for all costs, expenses and attorneys' fees incurred by Supplier in obtaining such dismissal or transfer.

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APPENDIX “F”

(Inspection & Acceptance Checklist)

CAM/CIG

The Customer Acceptance Manual and Customer Inspection Guide shall be shown in Appendix F, Annex 1 and Appendix F, Annex 2.

1. BASELINE REQUIREMENTS:

Item	Specifications	Statement of Compliance
a. Full Motion Flight Simulator	Full Motion Flight Simulator with six (6) Degree of Freedom and realistic fidelity	
b. Motion Control System	<p>The motion platform must be an Electrical Motion System with Six (6) Degrees of Freedom (6 DOF) with at least 36-inch actuator stroke</p> <p>6-DoF includes pitch, roll, heave, surge, sway and continuous yaw motion</p>	
c. Platform Configuration	<p>Must be able to provide at least two (2) platforms as full motion flight simulator. The two (2) mandatory platforms are as follows:</p> <p>a) S-70i Black Hawk</p> <p>b) Bell 412EP</p>	
d. Cockpit resemblance	<p>Full replication of cockpit instrumentation and systems layout of</p> <p>a) S-70i Black Hawk</p> <p>b) Bell 412EP</p> <p>currently being used by the Philippine Air Force. Functionality and accuracy of the instruments,</p>	

Item	Specifications	Statement of Compliance
	<p>dials and switches should have real aircraft fidelity.</p> <p>b) Instrumentations may be replicated either through simulated instruments or through bezel over glass projection.</p> <p>c) Cockpits should have the provision that will allow additional cockpits in the simulator platform in the future</p> <p>d) Each cockpit (S-70i Black Hawk and Bell412P) is required to be fully removable with standalone operational capability</p>	
e. Projection System and Field of View	<p>1. At least direct projection display system with a field of view of at least 200 degrees (horizontal) and 40 degrees (vertical)</p> <p>2. Projection system must be compatible for Night Vision Goggles (NVG)</p>	
f. Visual Database and Image Generator	<p>a. High definition/detail 3D visual realism and visual/map/terrain accuracy of all Philippine International airports, all Principal Class I/II airports and training areas specified by the PAF. Community airports may also be included</p> <p>b. Frame rates should be not less than 60 Hz.</p>	
g. Digital Sound Simulation	<p>Must have at least a Digital 5.1 surround of realistic sound that simulates actual flight with a 360-degree sound map and sound vibrations for tactile feedback of synthetic texture.</p>	

2. OTHER REQUIREMENTS

Item	Specifications	Statement of Compliance
a. Parts and Components	All brand new	
b. Technical Support	Must be available throughout the service life of the simulator	
c. Flight Data	The winning bidder shall provide for the Flight Data for all platforms. All costs associated with obtaining the flight data shall be borne by the winning bidder	
d. Instructor Operator Station (IOS)	An Off-Board instructor station shall be provided	
e. Power Requirement	a) Must provide Uninterrupted Power Supply as back-up that can provide sufficient time for systems shutdown b) Must provide all attendant power supply and necessary power transformers	
f. Simulator Facility Design	Proponent shall provide the Simulator Facility design, specifications and list of all requirements for its operation	
g. Delivery Schedule	545 calendar days from receipt of NTP	
h. Warranty	Warranty period of One (1) year for the equipment and all its spares from the time of acceptance	

3. INTEGRATED LOGISTICS SUPPORT (ILS):

Item	Specifications	Statement of Compliance
1. Training Program	<p>The program shall be developed along established and accepted training practices and will be conducted in English</p> <p>All training shall be provided by the winning proponent</p> <p>All training shall be conducted prior to final delivery and acceptance as specified in the contract</p>	
b. Operational/ Maintenance Training	<p>Training shall be provided for the following:</p> <p>a) two (2) operator each for every specific aircraft type simulator;</p> <p>b) two (2) maintenance technician each for every specific aircraft type simulator</p>	
b. Cost of training	<p>Airfares and Daily Subsistence Allowance based on current UNDP rates of trainees for all training programs connected with the simulator acquisition shall be provided by the proponent</p>	
2. Simulator Spares	<p>Itemized critical simulator spare parts and their itemized costs to be identified and to be included as part of the bid proposal. Items shall be delivered with the flight simulator as part of the Initial Integrated Logistics Support (ILS)</p>	
3. Simulator Ground Support Equipment and Tools	<p>The support equipment and tools shall be provided for each simulator.</p> <p>The support equipment must be provided for maintenance and handling of the simulator</p>	

Item	Specifications	Statement of Compliance
4. Software	<p>a) Must provide all necessary applications and executable software for the flight simulator</p> <p>b) Must provide at least two (2) back-up copies of all applications and executable software on appropriate media</p>	
5. Technical Publications	<p>The following are the minimum Technical Manuals that must be provided for each simulator platform:</p> <ul style="list-style-type: none"> e) Operator's Manual f) Operator's Checklist g) Maintenance and Repair Manual and; h) Illustrated Parts Catalogue <p>Other publications such as Service Bulletins must also be provided on a regular basis throughout the service life of the simulator</p> <p>All publications shall be prepared in the English language with electronic copies</p>	

APPENDIX “G”

(Post Qualification Checklist)



Post Qualification Checklist

The Post Qualification (PQ) Team shall conduct post qualification in order to verify, validate, and ascertain whether all statements made and the documents submitted comply with the provisions set forth in these bidding documents.

a. Eligibility Documents (Class "A")

	Requirements	PASS	FAIL
LEGAL DOCUMENTS			
A	<ul style="list-style-type: none"> • PHILGEPS Certificate of Registration (Platinum Membership) or the following: 1. Registration Certificate or its Equivalent Form: <ol style="list-style-type: none"> 1. Securities and Exchange Commission, for Corporation and Partnership; or 2. Department of Trade and Industry (DTI), for sole proprietorship; or 3. Cooperative Development Authority for cooperatives. • Mayor's Permit or its Equivalent issued by the City or Municipality where the principal place of business of the prospective bidder is located, its equivalent. • Latest Income and Business Tax returns per Revenue Regulations 3-2005 manually files tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS) or its equivalent for foreign bidder. 		
B	Net Financial Contracting Capacity (NFCC) Computation in accordance with 2016 revised IRR of RA 9184 or a Credit Line Certificate of at least ten (10%) of the Approved Budget Contract to be issued by a universal or commercial bank in the Philippines or if the same is issued by a foreign universal or commercial bank, it must be confirmed or authenticated by a local universal or commercial bank.		
C	Audited financial statements showing, among others, the prospective bidder'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.		
D	Latest income and business tax returns per Revenue Regulations 3-2005 manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS) or its equivalent for foreign bidder.		
E	Omnibus Sworn Statement		
F	List of all Ongoing and Singular Largest Completed Contracts		
G	Statement of a similar Single Largest Completed Contracts (Similar contract pertains to supply and delivery of Full Motion Flight Simulator)		
H	Certification that the aircraft to be supplied is being used by the country of origin or at least two (2) other countries and that the Supplier is the Original Equipment Manufacturer (OEM) of the said aircraft		
I	Certificate of Availability of Spare Parts for a period of at least twenty (20) years from acceptance		
J	Conformity with Technical Specifications and Delivery Schedule, as enumerated and specified in Sections III and IV of this Terms of Reference		
K	Certificate of Notarial Commission of the Lawyer who Notarized the bid docs		
L	Eligibility documents of repair facility (as applicable)		

b. Facility Inspection

Following shall also be inspected:

A. Organizational Structure	PASS	FAIL
Company should have an organizational structure consisting of different departments for manufacturing, repair & overhaul		
Company personnel are employed based on the organizational set-up with their appropriate qualifications		

B. Capability	PASS	FAIL
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Capable to manufacture at least three (3) brand new units		
Capable to repair and overhaul parts and spares		
Company should have ILS program		
Capable to support ground equipment requirement		
Capable to provide common tools, special tools, depot level tools & equipment		
Capable to provide products operation & maintenance training		

C. Quality Control	PASS	FAIL
Must have Quality Control Program		
Must have material stress testing equipment		

D. Tools, Equipment & Calibration	PASS	FAIL
Contracting company should have an engine test cell		
Company should have a complete ground support equipment for their products		
Must have tools & test equipment to facilitate service		
Must have calibration program for tools, equipment & instruments		
Calibrated tools and equipment should be JAA/FAA standard or its equivalent		
Should have a calibration monitoring program		
Tools and calibration equipment should be in serviceable condition		

E. Data Controls & Manuals	PASS	FAIL
Company must have & maintain operating manuals for goods, tools & equipment		
Company must have an electronic & hard copy monitoring system		
Product data must be in a secured place		
Manuals should have a regular updating / revision period		

All established and approved procedures for controlling revisions in manuals should be in OEM specifications		
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F. Procurement & Receiving	PASS	FAIL
Company must have proper procedure on stocks, ordering & releasing of products		
Standard illustrated parts catalog must be given to the customers for easy parts identification and ordering		
Company must have a monitoring program for customer's product requirement		
All products must be labeled with FAA or equivalent certification that ensure the product is of good quality		
Company should certify all services rendered for repair, overhaul, warranty claim and modification		
All products for release to customers should undergo a quality control procedure		

G. Materials/Stores	PASS	FAIL
Company should have supply method for serviceable and unserviceable parts		
Shelf life policy should apply to all spare parts		
Availability of warehouses		
Storage room should be protected from corrosion, heat & have a conducive storage condition for customers' shipping containers		
H. Records	PASS	FAIL
Company should have a product recording system		
Company should have computer-based information system for its product monitoring		

I. Shops	PASS	FAIL
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Should be equipped with proper tooling & equipment for each workstation		
Proper segregation of serviceable from unserviceable components		
Should be equipped with safety gadgets for equipment & parts		
Should have appropriate manuals for each workstation		
Should have tools available anytime in each workstation		
Labeling of products & equipment in each workstation		
Use of Safety equipment is observed		

J. Safety & Security	PASS	FAIL
Company should have safety program		
Fire preventive plan should be posted		
Identification & segregation of flammable materials		
Equipped with fire preventive gadgets/ equipment		
Facility shop should have a security system		
Parts & equipment should be secured		

K. Research and Development	PASS	FAIL
Should have a continuous program on research & development		

L. Working Conditions	PASS	FAIL
Ventilated/ Temperature-controlled environment		
Illuminated		
Sound controlled environment		

APPENDIX “H” (Payment Schedule)

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APPENDIX H – PAYMENT SCHEDULE

Item Nr.	Description	% of Payment	When to pay	Documentary Requirements
1	Advance Payment	Fifteen Percent (15%) of the Contract Price	Within sixty (60) calendar days from the signing of the contract	<ul style="list-style-type: none"> - As per L/C documentary requirements: - Supplier invoice for the 15% of the total contract price - bank guarantee equivalent to 15% of the Total Contract Price
2	On Delivery	Sixty-five percent (65%) of the Contract Price	Within sixty (60) calendar days after the date of receipt of the Goods	<ul style="list-style-type: none"> - Upon submission of the documents (i) through (vi) specified in the provision on Delivery and Documents of the TOR.
3	On Acceptance	Twenty percent (20%) of the Contract Price	No later than sixty (60) calendar days after signature of the final acceptance	<ul style="list-style-type: none"> - As per L/C documentary requirements (a copy of all documents will be provided to Procuring Entity): - Supplier invoice, showing goods description, quantity, unit price and total amount - Full set of original/s clean board ocean bills for landing - Manufacturer's and supplier's warranty certificate - Certificate of Origin - Delivery receipt detailing number and description of items received signed by procuring entity's representative at project site - Certificate of acceptance/inspection report signed by the procuring entity's representative at the project site

ANNEXES

1. Warranty Certificate – Full Motion Flight Simulator
2. Warranty Certificate – Spare Parts, Special Tools and Ground Support Equipment
3. Certificate of Origin – Full Motion Flight Simulator
4. Certificate of Origin - Spare Parts, Special Tools and Ground Support Equipment

Price Proposal

Date: _____

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

Gentlemen and/or Ladies:

Having examined the Terms of Reference, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Terms of Reference for the sum of *[total Price Proposal in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

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

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

We certify/confirm that we comply with the eligibility requirements.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

APPENDIX H. ANNEX 1

FULL MOTION FLIGHT SIMULATOR WARRANTY CERTIFICATE

Contract Number:

I, the undersigned, HEREBY DECLARE that the Full Motion Flight Simulator
S/N:....., covered by the commercial invoice and UNDER
Contract No signed by
....., has a
warranty of two (2) years starting from the date of the Buyer final acceptance in
Philippines.

Date and place:

Signature

Stamp

.....
P R O P O N E N T

.....
Name and position

APPENDIX H. ANNEX 2

SERVICES WARRANTY CERTIFICATE

Contract Number:

This is to certify that the item(s) listed below, covered by the commercial invoice and UNDER Contract No signed by, are covered under warranty for the time period lasting ONE (1) year from the relevant Acceptance Date.

Date and place:

Signature

Stamp

.....
P R O P O N E N T

.....
Name and position

APPENDIX H. ANNEX 3

CERTIFICATE OF ORIGIN

For FULL MOTION FLIGHT SIMULATOR

Contract Number:

I, the undersigned, HEREBY DECLARE that the Full Motion Flight Simulator
S/N:....., covered by the commercial invoice and UNDER
Contract No signed by
....., has been
manufactured by _____,

Date and place:

Signature

Stamp

.....
P R O P O N E N T

Name and position

APPENDIX H. ANNEX 4
CERTIFICATE OF ORIGIN
For SPARES

Contract Number:

I, the undersigned, HEREBY DECLARE that the Spares, covered by the commercial invoice and UNDER Contract No signed by, have been manufactured in the country in accordance with the attached list.

Date and place:

Signature

Stamp

.....
PROPONENT

Name and position

TECHNICAL WORKING GROUP

Full Motion Flight Simulator Acquisition Project



COL FERDINAND P ROMANO PAF (MNSA)
CHAIRPERSON


LTC MICHAEL VINCENT R MALLARI PAF (GSC)
TECHNICAL OFFICER


LTC ARVIN C ACOSTA PAF
FINANCIAL OFFICER


LTC JONATHAN P DE LEON PAF
MEMBER


LTC GLENN P EUGENIO PAF
MEMBER


MAJ MICHAEL B RAVAGO PAF
MEMBER


CPT MARY QUIOLINE D GAWAT (JAGS) PAF
LEGAL OFFICER