



**PAMBANSANG PUNONGHIMPILAN TANOD BAYBAYIN NG PILIPINAS**  
**(National Headquarters Philippine Coast Guard)**  
139 25<sup>th</sup> Street, Port Area  
1018 Manila

**SUPPLEMENTAL/BID BULLETIN NO. 04-2020**

This is being issued to address clarifications raised by prospective suppliers dated 27 October 2020 as an integral part of the Bidding Documents issued for the **Supply, Delivery, Testing, and Commissioning of One (1) Brand New Light Weight Multi-Purpose Fixed Wing Aircraft for CGAF.**

Section VII. Technical Specifications

1. In reference to Section I, Item 1, stating "Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organization with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183." And Section II, Item 5, Eligible Bidders. Is a bidder eligible to bid as Prime?

**Answer:** Section 23.4.1 of the updated 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 provides for the eligibility criteria for the procurement of goods in which only duly licensed Filipino citizens/sole proprietorship, partnerships and corporations duly organized in the Philippines with 60% of interests or outstanding stocks belongs to citizens of the Philippines, cooperatives established under Philippine Laws or Joint ventures where Filipino ownership is at least 60% .

However, foreign bidders may be eligible to participate if they satisfy any of the requirements under Section 23.4.1.2 thereof. For example, if a bidder is a citizen, a corporation or association established in a country that has laws or regulations granting reciprocal rights or privileges to citizens, corporations or associations, then it may be eligible to participate. Further, foreign bidders must take into consideration Appendix 9 of the IRR

2. In reference to Section I, Item 7, bids must be duly received by November 4, 2020.

**Answer:** Section 22.2 of the updated 2016 IRR, RA. No. 9184 provides the timetable between pre-bid conference and deadline for submission and receipt of bids. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than

seven (7) calendar days from the PhilGEPS posting of the Invitation to Bid or Bidding Documents.

Only when the Procuring Entity (Philippine Coast Guard) determines that, by reason of the method, nature, or complexity of the contract to be bid or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.

In the present situation, the pre-bid has already been conducted and the extension requested is already beyond the timetable provided by the abovementioned rules.

3. In reference to Section III, Bid Data Sheet Item 8.1 "Subcontracting is not allowed". Seems to contradict Section II 8.1 stating that some portion may be subcontracted. Please clarify.

**Answer:** Government Procurement Policy Board Resolution No. 15-2020 provides that:

Generally, a supplier may be allowed to subcontract a portion of the contract or project. However, the supplier should not be allowed to subcontract a material or significant portion of the contract or project, which portion must not exceed the maximum allowed by the Procuring Entity as indicated in the bidding documents. The bidding documents must specify what are considered as significant/material component(s) of the project.

Subcontracting is limited to twenty percent (20%) of the project in accordance with the Bidding Documents.

4. In reference to Section VII, will the aircraft be under Civil or Military Regulation?

**Answer:** Aircrafts of the Philippine Coast Guard are commissioned aircrafts, thus must not be registered as civilian aircraft. Republic Act No. 9993, the Philippine Coast Guard is an armed and uniform service attached to the Department of Transportation. In times of war, provided that in times of war, it is attached to the Department of National Defense

5. In reference to Section V II Capabilities Part A, please further define their STOL requirement. Is there a list of airfields they plan to operate out of?

**Answer:** STOL performance of an aircraft is the ability of aircraft to take off and clear a 50-foot obstruction in a distance of 1,500 feet from beginning the takeoff run. It must also be able to stop within 1,500 feet after crossing a 50-foot obstacle on landing (Dictionary of Aeronautical Terms).

6. In reference to Section VII, Capabilities Part A, will any of these missions operate at the same time? Please define aircraft configurations for each mission type desired (capability, equipment, crew/passengers, etc.).

**Answer:** The aircraft should be easily reconfigured depending on type of mission to be performed.

7. In reference to Section VII, Capabilities Part A, is there any further definition of the mission equipment desired for each specified configuration?

**Answer:** No further explanation

8. For example, do you want basic or advanced stretcher? Spectrum or LifePort?

**Answer:** As long as the stretcher is authorized by ICAO or FAA or EASA

9. What cameras do you want? What size? Does it need to retract?

**Answer:** A high resolution camera that can capture clear image at 3,500 ft. Not necessarily attached to the aircraft.

10. In reference to Section VII, Capabilities Part A, VHF and HF radios can be installed via safe carriage and 337. Is this acceptable?

**Answer:** VHF and HF radio are part of the aircraft communication/avionics system

11. In reference to Section VII, Capabilities Part A, what mission equipment will be on the aircraft during transport of at least eight (8) passengers?

**Answer:** For ferry mission, the aircraft will be reconfigured to its full seating capacity with baggage carried

12. In reference to Section VII, Capabilities Part A, what kind of para drop operations provisions do they want? Is a door removal kit acceptable?

**Answer:** As long as the door is safe to open for para drop operations, installation of door removable kit is acceptable.

13. Will this be for both people and equipment?

**Answer:** Yes

14. In reference to Section VII, General Requirements Part 2 Characteristics, please define "full configuration" to be used in 600 nm range calculation.

**Answer:** Full configuration means the aircraft will operate on its maximum takeoff weight.

15. In reference to Section VII, General Requirements Part 2 Characteristics, please define "economical operational cost"

**Answer:** "Economical operational cost" also refers to operating cost.

16. In reference to Section VII, Airframe Part 3 Airframe & Components, please define method for showing airframe capability during emergency landing.

**Answer:** Crashworthy

17. In reference to Section VII, Airframe Part 3 Airframe & Components, please define "excellent" useful life limits.

**Answer:** Excellent useful limits means the airframe can be used for at least 20 years

18. In reference to Section VII, Airframe Part 4 Exterior, can they provide details of the paint scheme or rendering? We will need this information for pricing.

**Answer:** Painting scheme is available once awarded to the winning bidder.

19. In reference to Section VII, Power plant Part 8 Power Plant, Textron Aviation Current production turboprop aircraft do not include FADEC.

**Answer:** FADEC or Electronic Engine Control

20. In reference to Section VII, Fuel System Part 9 Fuel System, we are "extended fuel tanks"? Is additional endurance needed beyond the 5 hour requirements in "General Requirements"?

**Answer:** Yes extended fuel tanks maybe attached at the wing or located inside the aircraft

21. In reference to Section VII, Landing Gear/Undercarriage System Part 10 Landing Gear is "uneven" runway equivalent to "unpaved" runway?

**Answer:** Yes

22. In reference to Section VII, Electrical & Avionics System Part 11 Electrical, the 208B has a single starter generator.

**Answer:** Acceptable as long as it can supply the power requirement of the aircraft

23. In reference to Section VII, Emergency and Protection System Part 28 Oxygen System, how long will they need oxygen?

**Answer:** Oxygen system must conform with ICAO Standards and Recommended Practice

24. In reference to Section VII, Part 30 Training, can this training take place in the United States?

**Answer:** The trainings shall be held at manufacturers training center

25. In reference to Section VII, Part 34 Storage Procedures, where is the aircraft planned to be stationed? We will need this information for weather considerations to make a recommendation for proper storage.

**Answer:** The aircraft will be primarily stationed at Headquarters Coast Guard Aviation Force

26. In reference to Section VII, Part 39 can the project management review with the PMT be done via video conference call?

**Answer:** Alternative method is acceptable during project review

27. In reference to Section VII, Part 43 After Sales, what is the scope of FSR? Will this need to be a dedicated field service representative or just someone they can access for questions?

**Answer:** It should be FSR.

28. Under Article 4 of the GCC, Governing Law and Language- if a bidder cannot comply with the laws of Philippines; does the Procurement Entity accept any other international jurisdiction?

**Answer:** Republic Act No. 9184 and the 2016 Revised Implementing Rules and Regulations provide the venue for dispute Resolution.

RULE XVIII of the Implementing Rules and Regulations states:

Section 59.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Section 59.2. Any and all disputes arising from the implementation of a contract covered by the Act and this IRR shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, however, That disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and this IRR: Provided, further, That by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

The law does not allow foreign jurisdiction.

29. Article 7, Subcontracting- if TAI or our subcontractors are limited by confidentially to not disclose the requested information in ITB Clause 12, will that make us ineligible for award? Is there an alternative solution to comply?

**Answer:** Bids Data Sheet 8.1 shall remain to read as follows: "Subcontracting is not allowed"

30. Article 10 and 11, Payment/Advance Payment and Terms of Payment- are alternative Payment Terms acceptable? A bidder can only accept payment in U.S. Dollars and no later than Net 30 terms. Purchaser should be responsible for Letter of Credit/Advance Payment Guarantee expense.

**Answer:** The procuring entity may, as an option for mode of payment, resort to letter of credit issued by a Philippine Government Servicing Bank, and the cost for the opening of letter of credit shall be for the account of the foreign supplier. The procuring entity may also consider other payment methods, such as, Treasury Savings Account, subject to existing relevant rules for the adoption of the mode of payment. That payment shall be due to the supplier only after delivery and acceptance of the goods as certified by the Procuring Entity.

31. Article 12, Taxes and Duties – will Purchaser be the importer of record for the Aircraft?

**Answer:** Yes

32. Article 13, Performance Security – Can this be completed in U.S Dollars?

**Answer:** Under Section 39.2b if the Bank draft/guarantee or irrevocable letter of credit is issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank: The draft/guarantee in foreign currency should be converted to the Philippine currency as mentioned in Section 61.4

33. Article 16, Inspections and Tests – Can all inspections and tests take place at TAI's facility in Independence, Kansas?

**Answer:** Inspection and Test will be in the Philippines.

34. Article 20, Settlement of Disputes - If Seller Cannot comply with Arbitration, can disputes be settled in a mutually acceptable court of law?

**Answer:** If arbitration fails, the procuring entity and bidder may choose other alternative modes of dispute resolution

35. Article 21, Liability of Supplier – Can this be subject to US Law, preferably laws of Kansas?

**Answer:** Laws of Kansas will not apply. Only the laws of the Philippines apply as provided for under Sec 59.



**RADM ROLANDO LIZOR N PUNZALAN JR PCG**  
Chairman, Bids and Awards Committee

Received by the Bidder:

Date: \_\_\_\_\_