



Republic of the Philippines

Sandiganbayan

Quezon City

TERMS OF REFERENCE

Procurement of Brand New Twenty-One (21) Units of Pistol, 9mm and One Thousand (1,000) Rounds of Caliber 9mm Ammunition

I. BACKGROUND

The Sandiganbayan intends to procure twenty-one (21) brand new units of high-quality, reliable and durable 9mm Pistol and one thousand (1,000) brand new rounds of caliber 9mm ammunition for the official use of its Security and Sheriff Services Division (SSSD).

II. SCOPE OF THE PROJECT

The Sandiganbayan wishes to receive quotations pursuant to Section 53.9 (Small Value Procurement) of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (R.A.) No. 9184, for the procurement of twenty-one (21) brand new units of 9mm Pistol and one thousand (1,000) brand new rounds of caliber 9mm ammunition, the details of which are described in the *Technical Specifications* ("**Project**").

The Project shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of R.A. No. 9184 and its 2016 RIRR constitute the primary source for the terms and conditions of the Project, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Project.

III. FUNDING INFORMATION

The Sandiganbayan, through the General Appropriations Act (GAA) for CY 2023, intends to apply the sum of **Seven Hundred Thirty-Five Thousand Pesos (PhP735,000.00)** for the twenty-one (21) brand new units

of 9mm Pistol and the sum of **Forty-Five Thousand Pesos (PhP45,000.00)** for the one thousand (1,000) brand new rounds of caliber 9mm ammunition, being the Approved Budget of the Contract (ABC) for the Project.

Quotations received in excess of the ABC shall be automatically rejected.

IV. ELIGIBILITY OF SUPPLIERS

Suppliers shall simultaneously submit the following documents with their quotation:

- 1. Valid PhilGEPS Registration Certificate/Registration Number;
- 2. Valid Mayor's/Business Permit;
- 3. Latest Income or Business Tax Returns;
- 4. Omnibus Sworn Statement;
- 5. Certified true copy of valid and current *License to Manufacture Firearms/Ammunitions* issued by the FED-PNP, Camp Crame, Quezon City;
- 6. Certified true copy of *Certificate of Distributorship/Dealership* of particular brand to be offered by the supplier (if the supplier is not the manufacturer) to include the contact details of the person who issued the Certificate of Distributorship/Dealership; and
- 7. List of accredited service centers (with available spare parts, indicating address, telephone numbers, email address and contact person).

V. SCHEDULE OF REQUIREMENTS

Description	Qty	Unit	Delivery Period
Pistol, 9mm	21	Units	Thirty (30) calendar days upon receipt of the Purchase Order by the supplier.
Caliber 9mm Ammunition	1,000	Rounds	

VI. TECHNICAL SPECIFICATIONS

Pistol, 9mm	
TECHNICAL DATA	SPECIFICATIONS
Kind	Pistol
Caliber	9 mm
Ammunition	Ctg. 9x19 mm (NATO Standard)
Finish	Dull Black (corrosion and wear resistant)
Operational Characteristics	
General Operation	Semi-Automatic
Action Type	Striker-Fired
Safety Features	Trigger Safety Firing Pin Safety Block Slide Lock (preferably ambidextrous)
Material Composition	
Barrel	High Tensile Carbon Alloy Steel
Upper Receiver (Slide)	High Tensile Carbon Alloy Steel, preferably Optic Ready
Lower Receiver (Frame)	Polymer
Weight and Dimensions	
Length (Overall)	180 mm (minimum) to 220 mm (maximum)
Width (Overall)	35 mm (maximum)
Height Incl. Mag.	140 mm (maximum)
Weight with Magazine Assembly (empty)	1,000 g (maximum)
Barrel Length	120 mm (maximum)
Trigger Pull	1,360-3,176 g (3-7 lbs)
Magazine Capacity	15 rounds (minimum), 17 rounds preferred
Magazine Release	Button or Lever (preferably ambidextrous)
Sight	
Front	Fixed, Steel Post
Rear	Fixed, Steel
Tactical Rail System	Frame Integral
Accessories	
Magazine	At least two (2) units per pistol 15-round capacity (minimum), 17 rounds preferred
Magazine Loader	One (1) for each unit
Cleaning Kit	Manufacturer's standard
Technical/User's	One (1) per pistol

Manual which includes the following: - Basic Issue items list - Repair parts - Special Tools list - Technical Data/ Specifications of weapon	
Gun Case	Individual hard plastic (color black)
Markings	The word "SANDIGANBAYAN" must be engraved or electroplated on the Barrel, Slide and Frame
Caliber 9mm Service Ammunition	
Case	Brand New, Brass
Powder	Smokeless Pistol Powder, Factory Load
Bullet Head	125 grains \pm 2 grains (123-127) Full Metal Jacket (FMJ)
Primer	Small Pistol Primer
Power Factor	133-138
Muzzle Velocity	1,065-1,109 feet (324.6-338.0 meters) per second
TERMS AND CONDITIONS	
1. Products must conform to the above-stated specifications.	
2. Supplier must be able to present a sample of the pistol and ammunition for evaluation of the end-user prior to the opening of quotations.	
3. Should have one (1) year warranty against factory defects (see <i>VII. Warranty</i> below).	
4. All products found to be defective shall be corrected or replaced by the supplier within seven (7) calendar days from receipt of notice of defect.	
5. Must include the firearms registration and ID card fees (for each unit).	
6. Must include the permit to transport fee (for the whole lot).	
7. Delivery shall be made within thirty (30) calendar days upon receipt of the Purchase Order by the supplier.	
8. Before accepting the pistols and the ammunition, the representatives of the Sandiganbayan will test and fire the pistols covered by this procurement in accordance with the provisions of <i>Testing Prior to Acceptance of the Pistols</i> set forth below.	
9. Supplier shall provide the facility, equipment, ammunition and assistance for the inspection and testing of the pistols at no cost to the Sandiganbayan.	

10. All items must have a manufacturing date which should not be more than one (1) year from date of delivery (brand new).
11. All items to be supplied must come from one (1) source and manufacturer only.

Testing Prior to Acceptance of the Pistols

Prior to acceptance of the pistols, the representatives of the Sandiganbayan shall test the actual pistols to be delivered by the winning Supplier in accordance with the following tests and standards:

Type of Test	Standard
Visual Inspection	Must follow the above technical specifications.
Trigger Pull	Shall be free from creep or any irregular trigger behavior.
Magazine Catch	The magazine shall fall freely when magazine release button is pressed on either side.
Accuracy	Must not exceed the maximum mean radius spread (MRS) of six (6) inches (152.4mm).
Interchangeability	All parts shall be interchangeable.

All twenty-one (21) actual pistols to be delivered shall also undergo a Functional Test as follows:

- A. *Purpose:* To check if the pistols are operationally functional and conform to the requirements of Sandiganbayan.
- B. *Procedure:* All twenty-one (21) pistols shall be fired using forty-five (45) rounds per pistol, with three (3) magazines loaded with fifteen (15) rounds each. The ammunition to be used in the test shall be provided by the Supplier at no cost to Sandiganbayan and shall be of the same technical specifications as the ammunition to be delivered by the Supplier.
- C. *Standard:* All pistols must be functional and the classification of the defects are shown in the table below:

Findings	Result		
	Minor	Major	Critical
Damage on any part but does not affect the functioning of the pistol (the pistol still fires)		X	
Damage on any part that renders the pistol			X

non-functional (the pistol does not fire)			
Failure to load, feed, extract, eject or double feed.	X		

Supplier shall cause the immediate replacement of any pistol that has a minor defect that occurs three (3) times, or a major or critical defect that occurs once.

VII. WARRANTY

To assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 RIRR of RA No. 9184.

The warranty period shall be **one (1) year** after acceptance by the Sandiganbayan of the pistols and ammunition. The supplier shall issue a *Warranty Certificate* that shall cover a minimum of one (1) year after the acceptance by the Sandiganbayan of the goods.

The warranty shall be covered by either **retention money** in an amount equivalent to five percent (5%), or a **special bank guarantee** equivalent to five percent (5%) of the Contract Price in favor of the Sandiganbayan.

The retention money or the special bank guarantee shall only be released after the lapse of the warranty period.

The Sandiganbayan SSSD shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall repair or replace the defective pistol/s or parts thereof and/or ammunition, as the case may be, without cost to the Sandiganbayan.

The period for repair or replacement for the defective pistol/s or parts thereof and/or ammunition, as the case may be, shall be within seven (7) calendar days (maximum) upon receipt of the *Notice of Defects*. The Sandiganbayan may invoke warranty claims for the pistol/s or any part thereof and/or ammunition, as the case may be, that fail to conform to the specifications within the warranty period. The Supplier shall either **rectify** or **replace** such defective pistol/s or parts thereof and/or ammunition, as the case may be, or make alterations necessary to meet the specifications at no cost to the Sandiganbayan.

VIII. PATENT RIGHTS

The Supplier shall indemnify the Sandiganbayan against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the pistol or any part thereof and/or ammunition.

IX. LIQUIDATED DAMAGES

When the bidder fails to satisfactorily deliver the goods or services under the contract within the specified delivery schedule or project implementation schedule, inclusive of duly granted time extensions, if any, the bidder shall be liable for damages for the delay and shall pay the Procuring Entity liquidated damages, not by way of penalty, for every day of delay until such goods or services are finally delivered or performed and accepted by the Procuring Entity concerned.

The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract without prejudice to other courses of action and remedies available under the circumstances.

X. LIABILITY OF THE SUPPLIER

The Supplier's liability shall be as provided by the laws of the Republic of the Philippines. If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Sandiganbayan.