



Bid Bulletin No. 1
09 March 2021

PUBLIC BIDDING No. 21-025-2

Supply and Delivery of Various Cleaning Equipment and Supplies for the Procurement Service (PS) (Framework Agreement)

Issued according to Sec. 22.5 of the IRR of R.A. 9184 to clarify and/or amend certain provisions in the Bidding Documents issued for this project, considering the issues raised and clarifications made by prospective bidders during the Pre-Bid Conference held on **March 09, 2021**.

A. AMENDMENTS / INCLUSIONS

SECTION V. SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract Clause 5.1		
SCC Clause		
<u>5.1</u>	<u>Warranty Retention:</u> <u>Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</u> <u>Consistent with GPPB Resolution No. 30-2017, the obligations of the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of each payment, or a special bank guarantee equivalent to one percent (1%) of the total contract price. The said</u>	To specify the amount of retention money in compliance with GPPB Resolution No. 30-2017.

	<u>amounts shall only be released after the lapse of the warranty period.</u>	
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SECTION VI. SCHEDULE OF REQUIREMENTS

REFERENCE				BASES FOR AMENDMENT / INCLUSION
Page 40 Submission of Samples/Demo Units				To simplify the requirements.
Lot No.	Item/ Description	Requirements	Testing Center	
4	Rags, all cotton	Two (2) bundles (assorted colors; at least 10 pieces per three variants)	In-house Testing	

SECTION VII. TECHNICAL SPECIFICATIONS

REFERENCE	BASES FOR AMENDMENT / INCLUSION
Page 57 Additional Requirement on Packaging and Marking/Labeling based on TSRC Resolution No. TSRC 19-005 xxx 3. Its duly registered business name; <u>Note: For Lot Nos. 1,2, and 5, all local brand/trademark must be registered in the IPO website.</u>	To make sure that the brand/trademark is IPO registered in compliance with RA 7394 .

B. CLARIFICATIONS

AMENDMENTS/INCLUSION	BASES FOR AMENDMENT/INCLUSION
<p>Consumer Care Products, Incorporated Lot 1</p> <p>1. There is no format for the Bid Security (Bank Guarantee) in the Bidding documents. In connection with this, can we used the Bid Form from previous bidding or any format provided by the Bank will be acceptable.</p>	<p>- Acceptable. The Bid Form from the previous bidding may be used. An updated form is attached herewith as "Annex A". Any format provided by the Bank will be accepted as long as the necessary details are included.</p>
<p>2. If the attached Bid Security (Bank Guarantee) format is acceptable, the Bank has some comments on the condition of the Guarantee and would like to seek your approval if we can incorporate the changes.</p>	<p>- The Bid Security (Bank Guarantee) format is acceptable. However, the comments on the condition of the Guarantee are not acceptable because the format is provided by the GPPB.</p>
<p>3. Can we reduce the revolving stocks for Lot 1 Insecticide from 43,200 cans to 21,600 cans since delivery schedules are not being followed? We usually received Hold Notices which causes slow moving of stocks.</p>	<p>- The instruction is a mere suggestion only to avoid the liquidation damages.</p>

The herein amendments form an integral part of the bidding documents. Correspondingly, all other provisions in the bidding documents affected by these amendments are similarly amended or modified.

SGD
PAUL JASPER V. DE GUZMAN
Chairperson, DBM-PS BAC II

For the purpose of this Bulletin and for better understanding of its contents, the following rules shall apply: (a) ~~Double-Strike-out~~ – denotes deletion; (b) Underline – denotes inclusion or new item/requirement; and "xxx" – denotes separation of phrase/s being amended from the rest of the main text.

- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

- (i) fails to sign the contract in accordance with **ITB** Clause 21; or
- (ii) fails to furnish performance security in accordance with **GCC** Clause 3.

We undertake to pay to the Procurement Service up to the above amount upon receipt of his first written demand, without the Procurement Service having to substantiate his demand, provided that in his demand the Procurement Service will note that the amount claimed by him is due to him owing to the occurrence of one or any of the foregoing conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as the Procurement Service may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

SEAL _____

WITNESS _____
(Name and Signature)

(Address)