



SUPPLEMENTAL BID BULLETIN
ADDENDUM NO. 19-007

This Addendum No. 19-007 is issued to modify or amend items in the Bid Documents. This shall form an integral part of the Bid Documents. The following reminders were discussed during the Pre-Bid Conference for the **Bidding for Air-Conditioning Preventive Maintenance for the BSWM Building for CY 2019** under the National Expenditure Program FY 2019 held last March 05, 2019.

- a. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”. Any lacking documents can cause the automatic disqualification of bids.
- b. The documents required for eligibility, technical proposal and financial proposal are found in items nos. 12 &13 of the bid documents and the Bid Data Sheet.
- c. The prospective bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to the contract to be bid, must be at least fifty percent (**50%**) of the **ABC (Php 1,495,908.96)** This shall be included in the statement of Single Largest Completed contract (SLCC), which shall be supported by End-User’s Acceptance or Official Receipts and Certificate of Performance Evaluation.
- d. The required bid security for the bidding was discussed. Acceptable forms of bid security that bidders may opt to use, which shall include the Bid Securing Declaration, the amount of which shall not be less than the required percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the required Percentage of the ABC) (Php 1,495,908.96)
Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Two percent (2%)
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.	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

- e. The bidders were also reminded that their Bids and Bid Securities should be valid and firm for a period that shall not exceed one hundred twenty (120) calendar days after the date of opening of bids.

Bidders have the option to choose from any of the four (4) forms of bid security provided in the bid documents. They were also reminded that the surety bond issued by GSIS as well as a cash deposit certificate is no longer accepted.

- f. A NFCC Computation or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC) is acceptable. The CLC must be at least equal to 10% of the ABC for this Project.

The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:

NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contract yet to be started, coinciding with the contract to be bid.

- g. The bidders shall submit two (2) separate sealed bid envelopes, placed in one (1) sealed envelope. The sealing and marking of bids were discussed and illustration was provided to the bidders showing the required envelopes and markings of the documents for the eligibility screening for technical and financial proposal.
- h. The bidders shall submit one (1) copy of original documents (certified true copies) and one (1) copy duplicate. For easy reference, all bidders shall provide dog-ear codes/tags in the presentation of their eligibility requirements.
- i. Only bids that are properly sealed with masking/transparent tape and signed by duly authorized officials shall be accepted by the BAC.
- j. Section VI (Schedule of Requirements) and Section VII (Technical Specifications) of the Bidding Documents shall form part of the Technical Proposal. The bidders should attach an evidence of compliance to Section VII. Technical Specifications i.e. brochures, pictures complete documents showing the detailed specification of the unit being offered. The other requirements stated in the Bid Data Sheet shall form part of the Technical Proposal. Section VIII and the other requirements stated in the Bid Data Sheet (including the form for "Goods Offered from within the Philippines or Abroad", whichever is applicable) shall form part of the Financial Proposal.
- k. The bidders were reminded of the following additional requirements to be attach to their Technical Proposal under Section 12.1 to wit:

- Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located; or equivalent document for Exclusive Zones or Areas;

Note: Official Receipt on the Bid Proposal is accepted in case the Mayor's Permit is not yet released, however, a certified true copy of the Mayor's Permit is a requirement once the contract is awarded to the winning bidder.

- Tax clearance per Executive Order No. 398, series of 2015, as finally reviewed and approved by the BIR.
- l. The bidders were also reminded of the following additional requirements to be attach to their **Financial Proposal** as stated on the Bid Documents under Section 13.1 (c) to wit:
- Breakdown of Cost
 - Duly notarized Certificate of Availability of Stocks

m. The following are the **revised specification for the contract**:

Revised SECTION V. Special Condition of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is BUREAU OF SOILS AND WATER MANAGEMENT
1.1 (i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1 (j)	The Funding Source is Regular Fund the Government of the Philippines (GOP) through “ National expenditure Program ” in the amount of One Million Four Hundred Ninety-Five Thousand Nine Hundred Eight and 96/100 (P1,495,908.96)
1.1 (k)	The Project sites are defined in Section VI. Schedule of Requirements
2.1	No further instructions.
5.1	The Procuring Entity’s address for Notices is: Bureau of Soils and Water Management SRDC Bldg., Elliptical Road corner Visayas Avenue, Diliman, Quezon City ANGEL C. ENRIQUEZ, CESO III Officer-in-Charge, Director Tel nos.: 923-0462/920-4382 BAC Secretariat: Telefax No: 923-0420/352-8012 The Supplier’s address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>
6.1	At the option of the BSWM, the number of Goods/Services referred in Section VI Schedule of Requirements may be increased or decreased provided that the ABC is not exceeded.
6.2	Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: <i>For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered in BSWM, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i> Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements The details of shipping and/or other documents to be furnished by the Supplier are as follows: Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity: (i) Original and four copies of the Supplier’s invoice showing

Goods' description, quantity, unit price, and total amount;

- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Mr. Crisaldo Solano**

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements performance or supervision of on-site assembly and/or start-up of the supplied Goods;

- (a) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (b) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (c) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (d) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

9	For the given scope of work in this contract as awarded, all bid 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 GPPB in accordance with Section 61 of RA No. 9184 and its Revised IRR
10.4	"Not applicable"
10.5	"Payment using LC is not allowed."
11.3	"Maintain the GCC Clause."
11.3	"No further instructions".
13.4 (c)	The inspections and tests that will be conducted are: BSWM Inspection Committee
16.1	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.3	One (1) year after acceptance by the procuring Entity of the delivered Goods.
21.1	"No additional provision."

Revised SECTION VI. Schedule of Requirements

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	No. of Air-conditions for Maintenance *Window *Split/ Ceiling *Package/ Floor Mounted *Split Ducted	1 98 38 8	145	
1	Provision of two (2) certified air-condition technician on duty six days a week (Monday to Saturday) from 8 am to 5 pm and a back-up technician, in case of additional assistance as requested by the assigned technician and approved by the Building and Grounds Administrator.			Within 7 calendar days after the issuance of NTP
2	Submission of Reports of completed work to the Head of Building and Grounds Administration office. (The BGA shall provide the format of reporting)			every first week of the succeeding month.
3	Regular maintenance reports as certified by BSWM air condition technician shall be a pre-requisite for payments.			Every 1 st week of the month
4	Maintaining an index card/ maintenance log sheet (per unit) and submits updated report to the BSWM in-house technician. This will be used to regularly assess status and problem of air conditioning unit as basis for the supply and replacement of parts and consumable.			
5	Initial Profiling of all the units for baseline data			Within 3 calendar days after the issuance of NTP
6	Monthly regular servicing			monthly
7	Quarterly general cleaning			quarterly

Revised Section VII. Technical Specifications:

Item	Specification	Statement of Compliance
		<p>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>
1	<p>PROFILING A. Conduct an inventory location and condition profiling of all BSWM air-conditioning units to serve as baseline for an aging, maintenance and PREPARE A MAINTENANCE PROGRAM.</p>	
2	<p>DETAILED SCOPE OF WORK 1. INITIAL: Complete general cleaning, including using of alkaline base cleaner for old units, Chemical for all condenser and evaporator coils, Painting of metal base and bracket.</p> <p>Initial work shall be conducted on the first month of the contract affectivity. Cleaning of evaporator and condenser coil shall require the use of alkaline base cleaning chemical. Items 2 and 3 in the detailed scope of work and schedule shall also be conducted.</p>	
3	<p>2. Monthly, should include but not limited to:</p> <p>a. Cleaning of air filter/ foam of screen b. Check operating condition of</p>	

	<p>compressor and fan motor</p> <ul style="list-style-type: none"> c. Check operating condition of all electrical control units d. Cleaning of air conditioning units' case/body and face cover e. Check and analyze cooling efficiency of the air conditioning unit 	
4	<p>3. Quarterly should include but not limited to:</p> <ul style="list-style-type: none"> a. Complete general cleaning of condenser and evaporators b. Lubrication of moving parts c. Cleaning of blower wheels and fan blades d. Conduct thorough inspection of all electrical wirings/ connections and mechanical controls e. Conduct flushing of drain pipes for split and package type air condition f. Conduct cleaning of drain pan 	
5	<p>4. Minor repair works when it falls out of maintenance program</p> <ul style="list-style-type: none"> a. Recharging of Freon and other mandated coolant b. Test leak and repair of the same c. Installation of fan motor d. Replacement of strainer drier e. Installation of expansion valve f. Alignment of blowers g. Repair/ Replacement of electrical control/ protective devices such as: <ul style="list-style-type: none"> a) Selector switch b) Thermostat control c) Operating timer d) Pressure switch e) Magnetic contractor f) Relays and overload protector g) Capacitor h) Fuse 	
6	<p>REPORTING</p> <ul style="list-style-type: none"> a. Reports of completed work shall be submitted to the Head of Building and Grounds Administration office every first week of the succeeding month. The BGA shall provide the format of reporting. b. Specified labor for minor repairs (item I.B) shall be incorporated in the bid proposal c. The contractor shall submit a request for the procurement of materials/ spare parts and consumable item to be replaced, for review/ approval and procurement by the Bureau of Soils and Water Management. d. Regular maintenance reports as certified 	

	<p>by BSWM air condition technician shall be a pre-requisite for payments.</p> <p>e. The technician on duty shall maintain an index card/ maintenance log sheet (per unit) and submits updated report to the BSWM in-house technician. This will be used to regularly assess status and problem of air conditioning unit as basis for the supply and replacement of parts and consumable.</p>	
7	<p>Responsibility of the Contractor</p> <ol style="list-style-type: none"> 1. The contractor shall be responsible for any accidental damages of the air-condition unit occurred during the performance of their job. 2. The contractor shall provide the necessary tools and equipment to be used such as pressurized water compressor, push-cart, temperature reader and other equipment. 3. The contractor shall provide the basic cleaning materials and chemicals to undertake the preventive and regular maintenance. 4. Safety consideration safety tools and equipment such as personal protective equipment. 5. Contractor shall provide Two (2) certified air-condition technician on-duty five days a week (Monday to Friday) from 8 am to 5 pm and a back-up technician, in case of additional assistance as requested by the assigned technician and approved by the Building and Grounds Administrator. 6. The contractor shall provide work schedule for the quarterly General Cleaning. General cleaning shall be scheduled Mondays to Saturdays from 8 am to 6 pm 7. The contractor shall be responsible in providing the replacement of parts and necessary labor including its warranty for required repairs. 8. The contractor shall complete the required repairs within 2 working days upon approval of the BSWM on the requested repair. 9. The Contractor shall issue separate billing to BSWM on consumables used and parts needed for approved repairs conducted. 10. Such others as may be necessary to maintain the optimum performance of the units and as may be required by the 	

	bureau.	
8	Eligibility Requirements (Technicians) 1. TESDA certificate that the technician is an NC II passer. 2. Curriculum vitae	

- n. The members of the Committee and the End-user agreed that the delivery schedule shall be **60 calendar days** upon issuance of Notice to Proceed.
- o. The project is one (1) lot with ABC of **Php 1,495,908.96** (*Attached is the revised Terms of Reference for your information and guidance*).
- p. The bidders are reminded of the requirements to be submitted by the winning bidder after the receipt of the Notice of Award as stated in Sec. 29.2 of the Bid Documents. As well as the submission of the required performance security as stated in Sec. 33 of the Bid Documents.
- q. The Omnibus Sworn Statement shall be part of the Technical Proposal. It is included in item no. 3 of the technical proposal "Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- r. Only bidders with a Platinum PhilGEPS membership are allowed to join competitive biddings as per GPPB Circular No. 03-2016 dated October 27, 2016.
- s. In case of withdrawal, a letter stating their intention to withdraw from the project should be submitted by the bidder.
- t. The representative of the bidder who shall Submit the Bid and will attend the Opening of Bids shall provide an authorization letter together with a photocopy of company ID.
- u. The **Submission is on March 20, 2019 at 1:30PM.**

The Opening of Bids is on March 20, 2019 at 2:00PM at the BSWM Lecture Room 2.

- v. Section 17.3 of the Revised IRR of RA 9184 states that:

"To provide prospective bidders ample time to examine the Bidding Documents and to prepare their respective bids, the concerned BAC shall make the Bidding Documents available from the time the Invitation to Bid/Request for Expression of Interest is first advertised/posted until the deadline for the submission and receipt of bids."

Deadline for the purchase of Bid Document is on March 20, 2019, before 1:30PM.

For guidance and information of all concerned.

(Sgd) SAMUEL M. CONTRERAS
Chairperson, BAC

