

REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF TRADE & INDUSTRY**  
 CARAGA REGIONAL OFFICE XIII, BUTUAN CITY

**SUPPLEMENTAL BID BULLETIN (SBB) NO.1**

Pursuant to Section 22.5 of the Revised Implementing Rules and Regulations of Republic Act No.9184 and the agreements reached during the pre-bid conference held last 25 September 2018, the following portions of the Bid Documents are hereby amended, clarified and/or modified relative to the Project, “**Supply, Delivery, and Installation of SSF on Baling Press for Abaca Fiber**”, to wit:

<b>PARTICULARS</b>	<b>AMENDMENTS / CLARIFICATIONS</b>
<p><b>Section V. Special Conditions of Contract</b></p> <p>xxx            1.1(k) The Project Site is <b>San Vicente, Prosperidad, Agusan del Sur.</b></p> <p>5.1 Fax No.:(085) 815-1271</p> <p><b>Section VI. Schedule of Requirements</b></p> <p>xxx            3. Deliverables</p> <ul style="list-style-type: none"> <li>• Complete SSF tools, machines and equipment fully installed in the identifies location of the contract;</li> <li>• Training of at least five (5) Personnel on machine operation, maintenance and troubleshooting for at least 80 hours but not more than 120 hours.</li> </ul> <p>4. Other Project Terms and Conditions</p> <ul style="list-style-type: none"> <li>• Furnish detailed operations and maintenance manual for each appropriate unit of the supplies machine and equipment.</li> <li>• Provide at least 1 year warranty for all the supplies portable power tools, machines and equipment, including its motors. Also provide at least 1 year warranty on machine processing tools.</li> </ul>	<p><b>Section V. Special Conditions of Contract</b></p> <p>xxx            1.1 (k) The Project Site is <b>Purok 5 Barangay, San Vicente, Prosperidad, Agusan del Sur.</b></p> <p>5.1 Fax No.:(085) 815-1271</p> <p><b>Section VI. Schedule of Requirements</b></p> <p>xxx            3. Deliverables</p> <ul style="list-style-type: none"> <li>• Complete SSF machines and equipment fully installed in the identifies location of the contract;</li> <li>• Training of at least five (5) Personnel on machine operation, maintenance and troubleshooting for at least 8 hours but not more than 16 hours.</li> </ul> <p>4. Other Project Terms and Conditions</p> <ul style="list-style-type: none"> <li>• Furnish detailed operations and maintenance manual for each appropriate unit of the supplied machine and equipment.</li> <li>• Provide at least 1 year warranty for the supplied equipment, including its motor. Provide after sales service within warranty period.</li> </ul>

Other Matters:

- The “No Contact Rule” shall be strictly observed. Bidders are not allowed to call or talk to any members of the Bids and Awards Committee, Technical Working Group or Secretariat effective October 8, 2018 right after the opening of the bid.
  
- As agreed during the Pre – bid conference last September 25, 2018, the RBAC required the design / lay – out of the said equipment as part of the Terms of References (TOR).
  
- For Guidance and information of all concerned

**(SGD) GAY A. TIDALGO**  
*RBAC Chairperson*

## *Section V. Special Conditions of Contract (Revised)*

<b>GCC Clause</b>											
<b>Error! Reference source not found.</b>	The Procuring Entity is <b>Department of Trade and Industry-Caraga.</b>										
<b>Error! Reference source not found.</b>	The Supplier is _____.										
<b>Error! Reference source not found.</b>	<p>The Funding Source is The Government of the Philippines (GOP) through <b>Regular Agency Fund, FY 2018 General Appropriations Act, RA 10964, Specific Budgets of National Government Agency</b> in the amount of <b>One Million Pesos (Php 1,000,000.00)</b> as the Total Approved Budget for Contract.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">LOT</th> <th style="text-align: center;">DESCRIPTION</th> <th style="text-align: center;">QUANTITY</th> <th style="text-align: center;">COST</th> <th style="text-align: center;">ABC AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Lot 1</td> <td style="text-align: center;">Abaca Fiber Baling Press</td> <td style="text-align: center;">1 unit</td> <td style="text-align: right;">1,000,000.00</td> <td style="text-align: right;">1,000,000.00</td> </tr> </tbody> </table>	LOT	DESCRIPTION	QUANTITY	COST	ABC AMOUNT	Lot 1	Abaca Fiber Baling Press	1 unit	1,000,000.00	1,000,000.00
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<b>Error! Reference source not found.</b>	The Project Site is <b>Purok 5 Barangay San Vicente, Prosperidad, Agusan del Sur.</b>										
2.1	No further instructions.										
<b>Error! Reference source not found.</b>	<p>The Procuring Entity's address for Notices is: 3<sup>rd</sup>/4<sup>th</sup> Floor D&amp;V Plaza Bldg., J.C. Aquino Avenue, Butuan City <b>MA. NUNILA L. ESTAREJA</b> RBAC Secretariat, Member Tel. No.:(085) 341-2293 Caraga@dti.gov.ph</p> <p>Fax No.:(085) 815-127</p> <p>The Supplier's address for Notices is:</p>										

<p><b>Error! Reference source not found.</b></p>	<p><b>Delivery and Documents –</b></p> <p>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:</p> <p>The delivery terms applicable to this Contract are delivered at Department of Trade and Industry-Caraga, 3<sup>rd</sup>/4<sup>th</sup> Floor D&amp;V Plaza Bldg., J.C. Aquino Avenue, Butuan 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.”</p> <p>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:</p> <p>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:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>(iii) Original Supplier’s factory inspection report;</li> <li>(iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;</li> <li>(v) Original and four copies of the certificate of origin (for imported Goods);</li> <li>(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and</li> <li>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.</li> </ul> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is</p> <p><b>MA. NUNILA L. ESTAREJA</b></p>

RBAC Secretariat, Member  
Tel. No.:(085) 341-2293  
Caraga@dti.gov.ph

Fax No.:(085) 815-127

**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:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) 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
- (e) 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
- (b) in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period]*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months of placing the order.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**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 and title of the Supplier until their final acceptance by the Procuring Entity.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered *force majeure* in accordance with GCC Clause **Error! Reference source not found.**

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

**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.

10.4	Not applicable
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
<b>Error! Reference source not found.</b>	No further instructions.
<b>Error! Reference source not found.</b>	The inspections and tests that will be conducted <b>shall be in accordance with Section VII. Technical Specifications.</b>
<b>Error! Reference source not found.</b>	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
<b>Error! Reference source not found.</b>	The period for correction of defects in the warranty period <b>shall be made within five (5) working days from date of notice of need.</b>
<b>Error! Reference source not found.</b>	No additional provision. In case the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



## *Section VI. Schedule of Requirements (Revised)*

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p><b>ABACA FIBER BALING PRESS</b></p> <ul style="list-style-type: none"> <li>• Frame of Baling press is a heavy duty channel bar rigidly welded</li> <li>• Front and Rear wall are 1" steel plated ribbed with 1"x2" flat bar and hinge type for easy extraction of bale. Bales are automatically extracted upon release of pressure after bales are secured.</li> <li>• Twin-hydraulic cylinder with 4" dia. Solid hydraulic shaft to drive piston</li> <li>• Cylinder size is 500mm width x 1000 mm length x 1200mm depth.</li> <li>• Hydraulic pack is 35 gals/minute gear pump directly driven by a 4-cylinder governor controlled diesel engine.</li> <li>• Control valve is a heavy duty double action for pressing and extraction</li> <li>• Hydraulic tank capacity is 200 liters</li> <li>• Operating pressure is 2000 psi</li> </ul>	1 unit	1,000,000.00	90calendar days
2	<b>SCOPE OF WORK</b>			

	<p>The work to be performed shall consist of design, configuration, coordination and supervision of all activities for the supply and delivery of baling press for abaca fiber, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Deliver, install, commission machine and equipment in the identified sites of end user FOB within 90 days from issuance of Notice to Proceed or signed Contract Agreement;</li> <li>• Supervision of the commissioning and testing of machines and equipment at supplier's cost;</li> <li>• Making use appropriate packaging to prevent damage or deterioration of machines/equipment during transit to the final destination; and</li> <li>• Supplying manuals, hand-outs and other peripherals for each equipment and machineries.</li> </ul>			
3	<p><b>DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>• Complete SSF machines and equipment fully installed in the identifies location of the contract;</li> <li>• Test-run of machines and equipment conducted/ commissioned; and</li> <li>• Training of at least five (5) Personnel on machine operation, maintenance and troubleshooting for at least 8 hours but not more than 16 hours.</li> </ul>			
4	<p><b>OTHER PROJECT TERMS AND CONDITIONS</b></p> <p>The Supplier is required to all</p>			

	<p>the following services, including additional services, if any, specified in the schedule of requirements:</p> <ul style="list-style-type: none"> <li>• Furnish detailed operations and maintenance manual for each appropriate unit of the supplied machine and equipment.</li> <li>• Provide at least 1 year warranty for the supplied equipment, including its motor. Provide after sales service within warranty period.</li> <li>• Provide competent and credible trainer / resource person for the training services at supplier's cost. Trainer must have used said machine and equipment for at least 5 years. All other expenses incurred for the said training (e.g. food, accommodation and transportation expenses of trainer, snacks of participants, etc.) shall be shouldered by the Supplier.</li> <li>• In case of machine / equipment breakdown, provide sufficient supply of appropriate parts and local technician for the whole duration of the contract or warranty period.</li> <li>• Ensure the availability of after sales services and prompt response of not more than 5 working days from date of Notice of Need.</li> <li>• Whenever applicable equipment color shall be DTI Blue and off-white.</li> <li>• Equipment shall bear painted</li> </ul>			
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	<p>over, and if possible, riveted engrave metal plate markings with the text</p> <p><b>“Title of Project: “SSF: BALING PRESS for ABACA FIBER”</b></p> <p><b>“Name of Cooperator: “Farmers Alternative for Self-Reliance Multi-Purpose Cooperative (FASRMCO)”</b></p> <p><b>“PROPERTY OF THE DEPARTMENT OF TRADE AND INDUSTRY”</b></p> <p>Text for painted over markings shall measure at least 1” in height. The dimension of the engraved metal plates shall be at least 1” (W) x 3” (L).</p>			
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