



Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Tanggulang Pambansa
Department of National Defense

DND BIDS AND AWARDS COMMITTEE

May 9, 2018

SUPPLEMENTAL BID BULLETIN NR. DNDWIDE-POL-L1-18-02
(DND-Wide POL Requirements for CY 2018 – Lot 1)

This Supplemental Bid Bulletin is issued to inform prospective bidders the modifications/amendments and/or additional requirements that shall form part of the bidding documents for the Procurement of DND-Wide POL Requirements.

CLARIFICATIONS ON THE BIDDING DOCUMENTS

ITEM NO.	REFERENCE	POINTS OF CLARIFICATION	ANSWERS
1	Para 7 under GCC Clause 6.2, Section V. Special Conditions of the Contract	We would like to clarify if there is a need to have a drum refilling stations in all locations mentioned in item 7 of SCC (Luzon, Visayas, Mindanao, Palawan). If the supplier has the ability to deliver in drums, will that suffice?	<p>As stated in para 7, Section V. Special Conditions of the Contract, the Supplier should have drum refilling stations in order to satisfy the required delivery schedules of the Armed Forces of the Philippines (AFP) nationwide especially in remote areas. It is worthy to note that this requirement is critical for the AFP to perform its mandate during disaster response operations.</p> <p>Nonetheless, the said provision (para 7 under GCC Clause 6.2, Section V. Special Conditions of the Contract) shall be amended to add the statement, <i>"In case Supplier does not have refilling stations for Jet-A1 in drums in the locations mentioned, Supplier must provide a Certification under oath that they will put up the required refilling stations within six (6) months after the Contract is awarded. Said Certification will form part of the Post-Qualification Documents"</i></p>

2	Para 13 under GCC Clause 6.2, Section V. Special Conditions of the Contract	How many days of notice will the Procuring Entity give the supplier to coordinate the delivery during International Mission?	Procuring Entity will notify the Supplier one (1) week prior for scheduled international missions and maximum of 48 hours or two (2) days prior for non-scheduled international missions.
3	Para 15 under GCC Clause 6.2, Section V. Special Conditions of the Contract	What is the reference for the computation of the RMC fund? Is it delivered amount or bidded amount? May we request for a copy of the Plans and Programs of DND for the year that will require the RMC fund.	The reference for the computation of the RMC Fund is the amount paid by the Procuring Entity to the Supplier for the delivered POL requirement. The Program of Expenditure (POE) for the RMC fund will be provided to the winning Supplier once approved by the Head of the Procuring Entity.
4		Requesting the inclusion of the condition: Barge arrival within the agreed delivery berthing window but the barge pumping rate is slow due to request of Procuring Entity with the chargeability: Procuring Entity.	To reiterate, para 12 of Section IV. General Conditions of the Contract states that: "The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract."
5	Section VI. Schedule of Requirements	As per checking with the schedule of requirements, specific addresses of the sites and/or locations were not indicated. With this, we would like to ask the specific addresses of the delivery sites for us to properly plan the logistics. Also we would like to request if we can include the following details: a. delivery mode (via truck or barge; bulk delivery or drums) b. delivery site (military camp with storage facilities or retails stations near the area)	The Supplier should have storage facilities and capability to deliver within the areas listed in the Schedule of Requirements. Nonetheless, the specific address of the delivery area and the delivery mode will be stated in the Delivery Advice during the implementation of the contract. It is expected that the Supplier can deliver anywhere, may it be in the military camp or commercial service stations of the Supplier within the area. This is to give flexibility to the Supplier and the Procuring Entity in addressing the operational requirements of the end-user units.
6	Section VI. Schedule of Requirements	We would like to clarify the volume of JP5 in Lipa City (8,899,323liters) since the total volume under Table 1C-2018 is 178,571 liters only.	See Attachment 2 for the corrected figures.
7		We would like to clarify the type of container and	The Procuring Entity, through the Philippine Navy, shall provide the

		delivery method that you require for Helium requirement in San Antonio, Zambales.	<p>container for the Helium requirement. These are seven (7) towable steel tanks with the capacity of 2,831.16 m³ each that are stationed in San Antonio, Zambales.</p> <p>Delivery of the Helium requirements may be on-site delivery of the product to the tanks in Zambales or pick-up of the steel tanks through a prime-mover by the Supplier then delivery of the same with the supplied Helium requirement back to San Antonio, Zambales.</p>
8	Section VII. Technical Specifications	We would like to confirm if your Technical Specification requirement for Premium Diesel is 0.0003 max% sulphur percentage that is commercially available.	Technical Specification requirement for Premium Diesel shall be modified to state " 0.005% maximum sulphur percentage " instead of 0.0003 max% sulphur percentage.
9		We would like to request to move the schedule of bid opening from May 8, 2018 to May 25, 2018 for us to be able to fully evaluate your requirement and prepare a competitive bid.	As stated in Supplemental Bid Bulletin No. DNDWIDE-POL-L1-18-01, bid opening is moved to May 22, 2018 at 10:00AM to give ample time for the bidders to prepare their bids.
10	Clause 19, Section II. Instruction to Bidders	With reference to Section II under ITB Article 19. Format and Signing of Bids, we would like to clarify if the bidder's authorized representatives need to sign or affix their initials on each and every page on the documents comprising Technical and Eligibility requirements.	Bidder's authorized representatives must sign or affix their initials on each and every page of the Original copy of the eligibility, technical and financial components of their bid.
11	Clause 12.1 (II) Technical Documents, Section III. Bid Data Sheet	With reference to Section III under BDS Article 12.1 (II) Technical Documents, Statement of all on-going government and private contracts, what attachments would you require to support the bidder's Statement?	Only the Statement is required. Other supporting documents of the statement such as the Notices of Award and/or copies of the contracts will be subject for Post-Qualification.
12	Clause 20.3, Section III. Bid Data Sheet	With reference to Section III under Bid Data Sheet Article 20.3, we would like to clarify the number of copies that the bidders will	As stated in BDS (20.3), "each Bidder shall submit one (1) original and nine (9) copies of the first (eligibility and technical) and second (financial) components of

		submit and the number of original documents that is required to be submitted. Further, we wish to clarify if the nine (9) copies (in form of photocopies) of the first and second components of the bids do not need to be signed/certified/initialled by the proponent's representatives.	<p>its bid.</p> <p>The 'Original' shall contain the original copy/originally signed copy of the Omnibus Sworn Statement, Secretary's Certificate/ Special Power of Attorney, Bid Security, NFCC, Statement of Single Largest Contract, Statement of Ongoing Contracts and Compliance to Technical Requirements.</p> <p>The documents submitted should have one (1) 'Original' bearing the signatures/initials of the proponent's representative.</p> <p>The other nine (9) faithful reproductions of the original documents should be certified true copies bearing the initial of the Bidder/authorized representative.</p>
13	Clause 8.2, Section III. Bid Data Sheet	With reference to Section III. Bid Data Sheet, clause 8.2, do we need to attach the eligibility requirements of our chosen subcontractor in the event that we subcontract the supply of helium?	<p>As stated in para 8.2 of Section III. Bid Data Sheet, "Subcontractors must comply with the same eligibility requirements as stated in ITB Clause 12.1(a)".</p> <p>However, the eligibility requirements of the subcontractor should also be submitted during the Post-Qualification.</p>
14	Section VI. Schedule of Requirements	<p>With reference to section VI. Schedule of Requirements, Helium in particular, we would like to clarify the following:</p> <p>14.1 What is the basis of including Helium in this POL bidding</p> <p>14.2 What will be the application of Helium by the procuring entity</p> <p>14.3 What would be the volume requirements of Helium per month</p> <p>14.4 What would be the reference pricing and pricing formula of Helium</p> <p>14.5 What would be the mode of delivery and package type that the procuring entity would require</p>	<p>14.1 Based on the following definitions, Petroleum is defined as a general term for crude oil and natural gas (http://www.businessdictionary.com/definition/petroleum.html) while Helium is a very lightweight, colorless, odorless element in the noble gas group which occurs in <u>natural gas</u>, in radioactive ores, and in small amounts in the atmosphere (http://www.dictionary.com/browse/helium). Hence, Helium can be considered as POL since it is an inert gas which is mostly extracted from natural gas (http://www.gazprominfo.com/articles/helium/).</p> <p>14.2 The helium requirement is intended for the PN Aerostat which is a "lighter than air" aircraft that</p>

		<p>14.6 If the supply of Helium shall be in cylinders, we would like to propose penalty cause for cylinders that will be lost by the procuring entity and that the procuring entity shall be solely liable for the accounting and inventory of cylinders that are in custody</p> <p>14.7 In the event that an investment (in the form of trailers/cylinders) shall be made or shall be required to fulfil the supply of helium to the procuring entity, we would like to propose that the investment cost shall be passed on by the supplier/subcontractor to the procuring entity to defray the cost of investment.</p>	<p>gains its lift through the use of a buoyant gas.</p> <p>14.3 The estimated volume requirement for Helium shall be 2,830m³ per month.</p> <p>14.4 For the purposes of bidding and contract implementation, the reference for pricing shall be the current market price. Additionally, similar with other petroleum requirements in this lot, the formula for pricing shall be as follows: Current Market Price - Discount + Delivery Cost</p> <p>Similarly, for contract implementation, the discount and delivery cost stipulated in the bid offer shall be fixed throughout the duration of the contract.</p> <p>14.5 As mentioned in Item 7 of this SBB, the Procuring Entity, through the Philippine Navy, shall provide the container for the Helium requirement. These are seven (7) towable steel tanks with the capacity of 2,831.16 m³ each that are stationed in San Antonio, Zambales.</p> <p>Delivery of the Helium requirements may be on-site delivery of the product to the tanks in Zambales or pick-up of the steel tanks through a prime-mover by the Supplier then delivery of the same with the supplied Helium requirement back to San Antonio, Zambales.</p> <p>14.6 The proposed penalty clause for cylinders will not be applicable to this Contract since the Procuring Entity shall provide the needed containers for Helium.</p> <p>14.7 As previously mentioned, the Procuring Entity shall provide the containers for the Helium requirements. Hence, the Supplier shall not be obliged to invest for</p>
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			any trailer/cylinder.
15	Section VI. Schedule of Requirements	With reference to the Section VI. Schedule of Requirements, JP5 in particular. We would like to clarify the package type and mode of delivery for JP5.	Package type for JP5 requirements will be in drums and the delivery method is delivery on-site.
16	Section VI. Schedule of Requirements	With reference to Section VI. Schedule of Requirements, we would like to validate the Delivery points for the aviation requirements on page 72 and 73.	See Attachment 2 for the amendment in the aviation requirements. Nonetheless, the delivery points stated therein are correct and valid in order to support the operations of the AFP.
17		We wish to manifest that the 5% retention of payment is not applicable to this contract notwithstanding it being mentioned in the GCC 17.1. We wish to manifest the items involved are consumable commodities.	Retention payment is applicable as it is stated in GPPB Resolution No. 30-2017 that the obligation for the warranty shall be covered by either retention money or special bank guarantee in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%), and that the said amounts shall only be released after the consumption of the Goods provided that the supplies delivered are free from patent and latent defects and all conditions imposed under the contract have been fully met. Nonetheless, para 17.1 of Section V. Special Conditions of the Contract, shall be revised to state, "Retention money shall be one percent (1%) of the cost of every delivery."
18	Section VIII. Bidding Forms	The Bid Forms indicate IAEB Number, what will the proponents indicate on this space? Can this be left blank?	IAEB No. also means "ITB or Invitation to Bid No." which is indicated in the PhilGEPs website. Nonetheless, as mentioned during the Pre-Bid Conference, this may be left blank.
19	Section VIII. Bidding Forms	We wish to request for a soft copy of the Bidding documents and Bid Forms to facilitate accurate reproduction of the necessary Bid Forms.	The soft/electronic copy of the Bidding Documents is accessible in the PhilGEPs website.

As a result of the above clarifications, the following are the amendments to the bidding documents:

REFERENCE	FROM	TO
Para 7 under GCC Clause 6.2, Section V. Special Conditions of the Contract	The Supplier must have bulk plants/depots, or other storage facilities and service stations situated strategically all over the country (as specified in Section VI. Schedule of Requirements) that could service the requirements of the PROCURING ENTITY anytime on specified delivery areas. Supplier shall coordinate with the service stations in case the PROCURING ENTITY deposits its fuel allocations on specified locations. Supplier must have refilling stations/facilities for Jet A1 fuel in drums in its major depots or plants in Luzon, Visayas, Mindanao and Palawan area.	The Supplier must have bulk plants/depots, or other storage facilities and service stations situated strategically all over the country (as specified in Section VI. Schedule of Requirements) that could service the requirements of the PROCURING ENTITY anytime on specified delivery areas. Supplier shall coordinate with the service stations in case the PROCURING ENTITY deposits its fuel allocations on specified locations. Supplier must have refilling stations/facilities for Jet A1 fuel in drums in its major depots or plants in Luzon, Visayas, Mindanao and Palawan area. <i>In case Supplier does not have refilling stations for Jet-A1 in drums in the locations mentioned, Supplier must certify that they will put up the required refilling stations within six (6) months after the Contract is awarded.</i>
Under ITB Clause 29.2, Post-Qualification Documents, Section III. Bid Data Sheet		See <i>Attachment 1</i> for the revised Post-Qualification Documents
Para 17.1 Section V. Special Conditions of the Contract	Retention money shall be five percent (5%) of every delivery.	Retention money shall be one percent (1%) of the cost of every delivery.
Section VII. Technical Specifications for Premium Diesel	0.0003 max% sulphur requirement	0.005% maximum sulphur requirement
Table 1C., Section VI. Schedule of Requirements		See <i>Attachment 2</i> for the revised aviation fuel requirements

Furthermore, the phrase "**Error! Reference source not found.**" in Section II. Instruction to Bidders (ITB) and Section IV. General Conditions of the Contract (GCC) shall be revised as follow:

Reference	Amendment
ITB Clause 1.1	Section VII. Technical Specifications
ITB Clause 3.3	GCC Clause 3

ITB Clause 6.1	Section VIII. Bidding Forms
ITB Clause 12.1(b)(iii)	Section VIII. Bidding Forms
ITB Clause 19.1	Section VIII. Bidding Forms
ITB Clause 31.4	Section VI. Schedule of Requirements
GCC Clause 6.1	Section VI. Schedule of Requirements
GCC Clause 13.1	ITB Clause 33.2
GCC Clause 15	Section VII. Technical Specifications
GCC Clause 16.1	Section VII. Technical Specifications
GCC Clause 18.1	Section VI. Schedule of Requirements
GCC Clause 26.1(a)	3.1(a)

Please be guided accordingly.


ASEC JOSUE S. GAVERZA, JR.
Chairperson, DND Bids & Awards Committee

Attachment 1

TAB	POST-QUALIFICATION DOCUMENTS	Sample Form No.
A	Latest income and business tax returns filed through the Electronic Filing and Payments System (EFPS) NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission; For foreign Suppliers, the equivalent foreign tax returns during applicable fiscal/tax period shall be submitted.	
B	Manufacturer's/Distributor's/Contractor's Profile	11
C	ISO certification pertains to Quality Management System (ISO 9001:2008) and Environmental Management System (ISO 14001:2004).	
D	Certification Under Oath that Jet-A1 drum refilling stations will be put up in Luzon, Visayas, Mindanao and Palawan within six (6) months from the date the contract is awarded, in the event that the Supplier does not have refilling stations in said areas.	

**Table 1C. Delivery Points of DND-Wide Aviation Fuel Requirements
Nationwide for CY 2018**

LOCATION	JET-A1		AVGAS		JP5	HELIUM
	Liters	Drums	Liters	Drums	Liters	m ³
NCR						
Pasay City	6,760,866	8,392	107,750	120		
LUZON						
Angeles City	943,787	2,522				
Baguio City		2,789				
Cauayan Isabela		2,789				
Cavite City	92,592	4,723	222,908	954	53,571	
Fort Magsaysay, Palayan City		185		570		
Legaspi City		5,099		73		
Lipa City	12,155,173		1,925,087	2,147		
Lucena City		4,229				
Olongapo City		60		73		
Palawan		8,424				
Puerto Princesa, Palawan		764		567	35,714	
San Antonio, Zambales						12,952
San Fernando, La Union		131		121	17,857	
Sta Ana, Cagayan				22		
Tarlac		3,103		307		
VISAYAS						
Bacolod City				22		
Iloilo City		1,985		101		
Lapu-Lapu City, Cebu	5,405,224	6,989		924	35,714	
Tacloban City		5,319		14		
Tagbilaran City				14		
MINDANAO						
Cagayan De Oro City		5,894		105		
Cotabato City		3,914				
Davao City	1,333,179	2,666		266		
Gen Santos City		5,099		14		
Zamboanga City	2,130,781			1,027	35,714	
TOTAL	28,821,602	75,079	2,555,745	7,439	178,571	12,952