



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

31 July 2018

**SUPPLEMENTAL BID BULLETIN NR. DNDWIDE-POL-L2-18-R-03**  
(DND-Wide POL Requirements for CY 2018 – Lot 2)

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	Under GCC Clause 6.2, para 3, Section V. Special Conditions of the Contract	With reference to GCC Clause 6.2 Delivery and Documents, Article 3, we would like to manifest that a quarterly forecast shall be provided to the Supplier for items that will be procured in foreign countries. The quarterly forecast shall be the basis (in terms of quantity) of the Supplier in importing the required POL requirements of the procuring entity.	Attached is the quarterly forecast of all oils and lubricants to be procured from foreign countries.

2	Under GCC Clause 6.2, para 14, Section V. Special Conditions of the Contract	With reference to GCC Clause 6.2 Delivery and Documents, Article 14, we would like to manifest that the original copies be left with the procuring entity's end users. The end user will then transmit the original copies to their respective headquarters for payment processing. In the event that there are original invoices that will be lost in transit or misplaced by either the procuring entity or the Supplier, the procuring entity shall accept, specifically during payment processing, certified true copies of reprint-out invoices in order to reproduce the missing or lost original invoice/s.	For the Delivery and Documents, the Procuring Entity would still require the Supplier to be the one responsible in providing/transmitting the Original Invoice Receipts due to the following reasons: <ul style="list-style-type: none"> <li>• AFP units are highly dispersed nationwide, with most having no access to courier entities.</li> <li>• Ships and aircraft are highly mobile units and delegating the collection of original receipts to these units might result to loss of such documents.</li> <li>• CTC/Reprint invoices are currently not acceptable as liquidation documents by COA, Accounting and Procurement Service.</li> </ul>
3	Under GCC Clause 6.2, para 15, Section V. Special Conditions of the Contract	With reference to GCC Clause 6.2 Delivery and Documents, Article 15, we would like to manifest that the original copy of the sales invoice and three (3) duplicate copies are only applicable to this project.	The Procuring Entity is amenable on the manifestation that the original copy of the sales invoice and three (3) duplicate copies are only applicable to this project, provided that the three (3) copies (1-original and 2-duplicate) are for the Processing of payment, Commodity Manager and end-user.
4	Under GCC Clause 10.3, Section V. Special Conditions of the Contract	With reference to GCC Clause 10.3, we would like to manifest that payment terms is maximum 60 days, therefore, we see no basis for the accommodating the provision for an additional payment	30-day for payment terms is added because of the following factors: <ul style="list-style-type: none"> <li>- Consolidation of receipts and other documentary requirement being attached to vouchers from various end-users requires longer period of time</li> <li>- Request for NCA/NTA from</li> </ul>

		term of thirty (30) days.	the DBM is quarterly done. In the event that other projects were allocated/funded and the remaining funds may not be enough to cater the POL payment, we have to wait for the next quarter for the release of NCA/NTA and, - The 60-calendar day processing of payment is not enough.
5	Under GCC Clause 21.1, Section V. Special Conditions of the Contract	With reference to GCC Clause 21.1, we would like to manifest that sanctions pertaining to the failure of the supplier to complete the RMC Project within the specified agreed timeline should be removed from the Special Conditions of the Contract. Should the procuring entity retains this provision, the sanctions should be arbitrarily agreed by both parties. We would like to note that the Procuring Entity and the Supplier may inadvertently cause delays in the implementation of various RMC project.	Sanctions such as but not limited to waiver of Delivery Cost (DC) may be imposed on the Supplier by the PROCURING ENTITY <b>upon determination of fault on the part of the Supplier:</b> xxx c. Failure of Supplier/contractor to complete the Repair, Maintenance and Construction (RMC) Project within the specified timeline indicated in the Memorandum of Agreement

As a result of the above clarifications and corrections, the following are the amendment to the bidding documents:

REFERENCE	FROM	TO
Under GCC Clause 6.2, para 15, Section V. Special Conditions of the Contract	Upon delivery and receipt of the GOODS to the identified bulk plants, the Supplier shall notify the PROCURING ENTITY and present the following documents to the PROCURING ENTITY: (i) Original and four	Upon delivery and receipt of the GOODS to the identified bulk plants, the Supplier shall notify the PROCURING ENTITY and present the following documents to the PROCURING ENTITY:

	<p>duplicate copies of the Supplier's invoice showing GOODS' description, quantity, unit price, and total amount, with the unit price clearly indicating the WPP, Discount, Delivery Cost and EVAT used for such delivery;</p> <p>(ii) Original and four duplicate copies delivery receipt/note, railway receipt, or truck receipt;</p> <p>(iii) Original Supplier's factory inspection report;</p> <p>(iv) Original and four duplicate copies of the Manufacturer's and/or Supplier's warranty certificate;</p> <p>(v) Original and four duplicate copies of the certificate of origin (for imported GOODS);</p> <p>(vi) Delivery receipt detailing number and description of items received and signed by the authorized receiving personnel;</p>	<p>(i) <b>Original and two duplicate copies</b> of the Supplier's invoice showing GOODS' description, quantity, unit price, and total amount, with the unit price clearly indicating the WPP, Discount, Delivery Cost and EVAT used for such delivery;</p> <p>(ii) <b>Original and two duplicate copies</b> delivery receipt/note, railway receipt, or truck receipt;</p> <p>(iii) Original Supplier's factory inspection report;</p> <p>(iv) <b>Original and two duplicate</b> copies of the Manufacturer's and/or Supplier's warranty certificate;</p> <p>(v) <b>Original and two duplicate</b> copies of the certificate of origin (for imported GOODS);</p> <p>(vi) Delivery receipt detailing number and description of items received and signed by the authorized receiving personnel;</p>
<p>Under GCC Clause 21.1, Section V. Special Conditions of the Contract</p>	<p>Sanctions such as but not limited to waiver of Delivery Cost (DC) may be imposed on the Supplier by the PROCURING ENTITY if:</p> <p>a. Non-conformance to the Fixed Price during contract implementation;</p> <p>b. Failure of POL delivered to pass random testing.</p> <p>c. Failure of Supplier/contractor to complete the Repair, Maintenance and</p>	<p>Sanctions such as but not limited to waiver of Delivery Cost (DC) may be imposed on the Supplier by the PROCURING ENTITY <b>upon determination of fault on the part of the Supplier:</b></p> <p>a. Non-conformance to the Fixed Price during contract implementation;</p> <p>b. Failure of POL delivered to pass random testing.</p> <p>c. Failure of Supplier/contractor to complete the Repair, Maintenance and Construction (RMC) Project within</p>

	Construction (RMC) Project within the specified timeline indicated in the Memorandum of Agreement	the specified timeline indicated in the Memorandum of Agreement
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Please be guided accordingly.



**ASEC MANUEL FELINO V. RAMOS**  
Chairperson, DND Bids & Awards Committee

