



SUPPLEMENTAL/BID BULLETIN NO. 1

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF NEW ELEVATOR UNITS AT PPA HEAD OFFICE

T O : All Prospective Bidders
: Members, HO-BAC-PGCS
: Others Concerned

Relative to the Bidding Documents which was posted in the PhilGEPS and PPA websites on 08 August 2020 for the Supply, Delivery, Installation and Commissioning of New Elevator Units at PPA Head Office, please be informed of the following amendments thereto, as follows:

ON THE BIDDING DOCUMENTS

A. INSTRUCTIONS TO BIDDERS

Section 11. Language of Bids is hereby amended to read as follows:

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's county; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over foreign bidder's affairs in the Philippines.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries(1) identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State(2).

A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostile. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostile for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostile Section of the Hague Conference website under "Competent Authorities."(3)

The English translation shall govern, for purposes of interpretation of the bid.

(1) As of May 14, 2019: Austria, Finland, Germany and Greece.

(2) Apostile Handbook, A Handbook on the Practical Operation of the Apostile Convention, p.xviii. Netherland: The Hague Conference on Private International Permanent Bureau.

(3) Ibid.

Section 12.1 (a) (i) is hereby amended to read as follows:

PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of the IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPBB.

Section 31.3 (a) is hereby amended to read as follows:

xxx xxx xxx

(a) Submission of valid JVA, if applicable within ten (10) calendar days from receipt of the Notice of Award

(b) xxx xxx xxx

(c) xxx xxx xxx

(d) xxx xxx xxx

B. BID DATA SHEET

No. 12.1 No further instructions should be inserted under column ITB Clause.

C. GENERAL CONDITIONS OF CONTRACT

Section 17.3 is hereby amended to read as follows:

17.3 xxx xxx xxx. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but shall not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but shall not exceed five percent (5%) of the total Contract Price or other such amount if so specified in the **SCC**. xxx

Section 19. Liquidated Damages is hereby amended to read as follows:

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity, shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for everyday of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

Section 23. Termination for Default is hereby amended to read as follows:

23.1 The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

23.2 The Procuring Entity may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;

23.3 The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligations under the Contract.

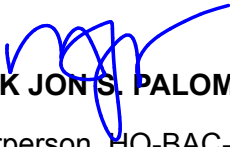
23.4 In the event the Procuring Entity terminates this Contract in whole or in part for any of the reasons provided under GCC Clause 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.5 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

Issued this 12th day of August 2020

THE BIDS AND AWARDS COMMITTEE:

By:


MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS