



Supplemental/Bid Bulletin No. 3
21 August 2024

PUBLIC BIDDING NO. 24-111-2

SUPPLY AND DELIVERY OF TAPE, TRANSPARENT, 24MM
FOR THE PROCUREMENT SERVICE (PS)

Issued pursuant to Sec. 22.5 of the IRR of R.A. 9184 to clarify and/or amend certain provisions in the Bidding Documents issued for this project, considering the issues raised and clarifications made by prospective bidders during the **Pre-Bid Conference** held on **14 August 2024**, likewise, response to bidders' written queries received within the prescriptive period for filing.

A. AMENDMENTS

ITEM NO.	REFERENCE	BASES FOR AMENDMENT
1	<p>INVITATION TO BID Page 8</p> <p>xxx</p> <p>4. Prospective bidders may obtain further information from the PS-DBM and inspect the Bidding Documents through the BAC Secretariat (Procurement Division V) at PS Complex, Cristobal St., Paco, Manila during <i>Mondays to Fridays Thursdays, except Fridays and holidays, from 8:00AM to 5:00PM.</i></p> <p>xxx</p>	<p>To amend the provision indicated in the Invitation to Bid.</p>
2	<p>Special Condition of Contract Page 29 Clause 4</p> <p>xxx</p> <p>Note:</p> <p>1. The Inspection Division shall coordinate with the awardee for the additional quantity/ies as replacement for every batch of delivery subject to acceptance test.</p> <p>2. If applicable, a confirmatory test will be conducted on the first (1st) tranche of delivery.</p> <p>However, the PS-DBM is not precluded from</p>	<p>To amend the provision indicated in the Special Condition of Contract.</p>

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~~conducting testing/production compliance with the technical specifications during the existence of the contract. The Supplier shall ensure a valid test result throughout the duration of the contract.~~

~~3. If applicable, the supplier may request a pre-delivery inspection within one (1) day from receipt of the call off or FA. In that case, the delivery must be made within the original delivery period or five (5) CDs from the release of the Pre-Delivery Inspection and Evaluation Report (PDIER) for deliveries to PS Pace Warehouse, PS-DBM Pampanga Depot, End User Agencies within Metro Manila, Antipolo, Rizal, Imus Cavite or ten (10) CDs from the release of the PDIER for deliveries nationwide, whichever is later. For deliveries nationwide, a continuous random post-acceptance inspection may be conducted as applicable.~~

~~4. The supplier shall replace defective items, or refund payments made by PS-DBM for previously delivered items that were later found to be rampantly defective.~~

Note:

1. The Inspection Division shall coordinate with the awardee for the additional quantity/ies as replacement for every batch of delivery subject to acceptance test.
2. If applicable, a confirmatory test will be conducted on the first (1st) tranche of delivery. The validity of the test result shall be valid for one (1) year or until the exhaustion of the contract, whichever comes first. The same test result shall be valid for the Repeat Order immediately following the contract, if any. However, the PS-DBM is not precluded from conducting testing/production compliance with the technical specifications during the existence of the contract. The Supplier shall ensure a valid test result throughout the duration of the contract.
3. Laboratory fees to be incurred during the confirmatory tests shall be borne by the supplier. Proof of payment shall be submitted to the Inspection Division (ID) within two (2) working days upon receipt of the Endorsement Letter (EL). Failure to do so shall be a ground of rejection.
4. For items under bulk ordering and direct

deliveries, the supplier shall request a Pre-Delivery Inspection (PDI) within one (1) day from receipt of the Call-Off or FA. The delivery period shall be tolled from the date of supplier's request for PDI or submission of delivery receipt, whichever is applicable, and shall resume from the receipt of the Pre-Delivery Inspection and Evaluation Report (PDIER), or Delivery Rejection Notice (DRN). For deliveries nationwide, a continuous random post-acceptance inspection may be conducted as applicable.

5. In case of rejection of items delivered in PS-DBM Warehouse, PS-DBM Complex, the delivery period shall toll from the actual date of delivery and resume from the receipt of the DRN.
6. The supplier shall replace defective items, or refund payments made by PS-DBM for previously delivered items that were later found to be rampantly defective.
7. Test results submitted during the post-qualification stage of bidding shall not be used as a reference by the ID during Inspection.
8. The supplier shall submit all documentary requirements, if any, necessary to the inspection of the item as requested by the Inspection Division (ID) within five (5) working days upon receipt of request. Failure to do so shall be a ground for rejection.

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B. CLARIFICATIONS

The Procurement Service-Department of Budget and Management (PS-DBM), Bids and Awards Committee hereby clarifies prospective bidders' concerns and queries:

ITEM	CONCERN	REFERENCE	CLARIFICATION/ RESOLUTION
During Pre-bid Conference			
1	Prospective bidder clarifies if brand and IPO registration is not required.	Technical Specification Page 34 xxx BIDDER'S STATEMENT OF COMPLIANCE* xxx	Yes. The Committee clarifies that the requirement under Article 77 of RA 7394 (Consumer Act of the Philippines) is mandatory as stated in the Technical Specifications.
2	Prospective bidder clarifies if there is another testing center except ITDI.	Technical Specification Page 34 xxx EVIDENCE and VERIFICATION xxx	Yes. Please refer to the provisions on ITB Clause 20.2 number 4 of the Bid Data Sheet.
ITEM	CONCERN		CLARIFICATION/ RESOLUTION
Armak Tape Corporation			
3	<p>**1. Request for Extension on Submission of Proof of Payment (SCC Clause 4, No. 3):**</p> <p>The clause state that laboratory fees for confirmatory tests should be borne by the supplier, with proof of payment submitted to the Inspection Division (ID) within two (2) working days upon receipt of the Endorsement Letter (EL).</p> <p>While we are committed to complying with this requirement, the processes for making payments at accredited government testing center vary, and some procedures are beyond our control. For example:</p> <p>**DOST-ITDI in Bicutan:** The Process allows immediate payment upon receipt of the Technical Service Report. **DTI-BPS in Cavite:** This process involves a waiting period for the issuance of a Statement of Account (SOA) and payment slip with signature from authorized signatories, which are then taken to DTI Makati for payment processing.</p> <p>Given these varying procedures, we kindly request an extension to submit proof of payment within three (3) working days upon receipt of the EL. This additional time will allow us to manage the necessary steps without the need to</p>	<p>The Committee hereby clarifies that the provision in the SCC Clause 4, Item No. 3 is retained.</p>	

	<p>exert undue pressure on the testing centers, thereby maintaining a good working relationship with them.</p>	
4	<p>**2. Clarification on Pre-Delivery Inspection (PDI) Timing (SCC Clause 4, No. 4):**</p> <p>The clause requires the supplier to request a Pre-Delivery Inspection (PDI) within one (1) day from receipt of the Call-Off or FA. We would like to clarify whether it is acceptable to propose a specific PDI date within this one (1) day request period, especially in the case of bulk order, ensuring that the PDI and subsequent delivery of goods occur within the stipulated fifteen (15) calendar days from receipt of the Call-Off.</p> <p>This approach would ensure that we have adequate time to produce and deliver the goods, particularly for bulk orders, while still adhering to the overall delivery timeline.</p>	<p>The Committee hereby clarifies that the provision in the SCC Clause 4, Item No. 4 is retained.</p>
5	<p>**3. Counting of Delivery Period**</p> <p>We also seek clarification, as we have received varying interpretations, on the counting of the fifteen (15) calendar days delivery period upon receipt of a Call-Off.</p> <p>a. When we receive the Call-Off, does that day count as day 1, or does the next day count as day 1 of the fifteen (15) calendar days delivery period?</p> <p>b. If the fifteenth (15th) calendar day falls on a Saturday or Sunday, when no deliveries are accepted, does the next calendar day count as still falling within the fifteen (15) calendar days delivery period?</p>	<p>The Committee hereby clarifies that:</p> <p>a. Day 1 pertains to the next working day upon receipt of Call-Off</p> <p>b. If the 15th day falls on Saturday, Sunday or Holiday, the next working day shall be considered as its 15th day.</p>

By Rules, all other related provisions in the Bidding Documents correspondingly affected by these amendments are likewise deemed amended to conform to this Bid Bulletin.

Amendments/inclusions/clarifications made herein shall be considered an integral part of the Bidding Document.


SIGNATURE REDACTED
VIC ANTHONY A. TUBON
Chairperson, Bids and Awards Committee II

For the purpose of this Bulletin and for better understanding of its contents, the following rules shall apply: (a) Double Strike out – denotes deletion; (b) Underline – denotes inclusion or new item/requirement; and "xxx" – denotes separation of phrase/s being amended from the rest of the main text.