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Republic of the Philippines
Philippine Sports Commission
Pablo Ocampo, Sr. Street, Malate, Manila

Supplemental Bid Bulletin No. 2

04 September 2019

This supplemental Bid Bulletin No. 2 is issued to modify items in the Bidding Documents for the Procurement of Freight Forwarder Services for the 2019 Southeast Asian Games. This shall be an integral part of the Bidding Documents.

A. Please be informed of the changes in section V. Special Conditions of the Contract, Bidding Documents as follows:

I. Clause 1.1 to 21.1, Pages 53 to 59.

From

GCC Clause	
1.1(g)	The Procuring Entity is <i>the Philippine Sports Commission</i>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is the PSC – General Appropriations Act (PSC-GAA) in the amount of Fifty Seven Million Six Hundred Sixteen Thousand Two Hundred Ninety Six Pesos (P57,616,296.00).
1.1(k)	The Project sites are defined in Section VI. Schedule of Requirements.
2.1	No further instructions.
5.1	<p>The Procuring Entity’s address for Notices is:</p> <p>Philippine Sports Commission, Rizal Memorial Sports Complex, Pablo Ocampo Sr. Street, Malate, Manila.</p> <hr/> <p>Supplier’s address for Notices is:</p>
6.2	<p><i>List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:</i></p> <p>Delivery and Documents –</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><i>For Goods Supplied from Abroad, state “The delivery terms applicable to the Contract are DDP delivered <i>[insert place of</i></i></p>

destination]. In accordance with INCOTERMS.”

For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

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:

For Goods supplied from within the Philippines:

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:

- (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier’s factory inspection report;
- (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked “freight pre-paid” and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier’s factory inspection report;
- (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity’s representative at

the Project Site;

- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[insert name(s)]*.

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:

Select appropriate requirements and delete the rest.

- (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:

Select appropriate requirements and delete the rest.

- (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

	<p>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.</p> <p>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.</p> <p>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 <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>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.</p> <p>Patent Rights –</p> <p>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.</p>
10.4	<i>Maintain the GCC Clause and state here “Not applicable” or if procurement involves a foreign-denominated bid, state “Payment shall be made in [insert currency].”</i>
10.5	<p><i>State “Payment using LC is not allowed.”</i></p> <p><i>or</i></p> <p><i>If payment using LC is allowed, state “The amount of provisional sum is _____ Pesos (PhP _____).” [Note: The provisional sum shall not exceed 10% of the ABC, and shall form part of the ABC].</i></p>
11.3	<p><i>State “Maintain the GCC Clause.”</i></p> <p><i>or</i></p> <p><i>State “The terms of payment shall be as follows: _____”</i></p>
13.4(c)	<i>Specify additional conditions, if any, that must be met prior to the release of the performance security; otherwise, state “No further instructions”.</i>
16.1	<i>The inspections and tests that will be conducted are: [Insert the applicable inspections and tests, if none, state “None”].</i>
17.3	<i>If the Goods pertain to Expendable Supplies: Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</i>

	<i>If the Goods pertain to Non-expendable Supplies: One (1) year after acceptance by the Procuring Entity of the delivered Goods.</i>
17.4	The period for correction of defects in the warranty period is <i>[insert number of days]</i> .
21.1	No additional provision. <i>If the Service Provider is a joint venture, All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</i>

to

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>the Philippine Sports Commission</i>
1.1(i)	The Supplier is _____
1.1(j)	The Funding Source is the PSC – National Sports Development Fund (PSC-NSDF) in the amount of Fifty Seven Million Six Hundred Sixteen Thousand Two Hundred Ninety Six Pesos (P57,616,296.00).
1.1(k)	The Project sites are defined in Section VI. Schedule of Requirements.
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>Philippine Sports Commission, Rizal Memorial Sports Complex, Pablo Ocampo Sr. Street, Malate, Manila</p> <p>Contact Person: <i>c/o Name:</i></p> <p style="text-align: center;">Head, BAC Secretariat</p> <p>Supplier's address for Notices is: _____</p> <p>_____</p> <p>_____</p>
6.2	<p><i>List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:</i></p> <p>Delivery and Documents –</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><i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP delivered <i>[insert place of</i></i></p>

destination]. In accordance with INCOTERMS.”

For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered [*insert place of destination*]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

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:

For Goods supplied from within the Philippines:

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:

- (ix) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (x) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (xi) Original Supplier’s factory inspection report;
- (xii) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
- (xiii) Original and four copies of the certificate of origin (for imported Goods);
- (xiv) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (xv) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and
- (xvi) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.

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- (x) Original and four copies of the negotiable, clean shipped on board bill of lading marked “freight pre-paid” and five copies of the non-negotiable bill of lading ;
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the Project Site;

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For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[insert name(s)]*.

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:

Select appropriate requirements and delete the rest.

- (f) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (g) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (h) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (i) 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
- (j) 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:

Select appropriate requirements and delete the rest.

- (c) 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
- (d) in the event of termination of production of the spare parts:
 - iii. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - iv. 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:

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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

	<p>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.</p> <p>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.</p> <p>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 <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>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.</p> <p>Patent Rights –</p> <p>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.</p>
10.4	<i>Not Applicable.</i>
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instruction.
16.1	Spot inspection on the performance of the Vehicles/Trucks, Utility Workers and other essential equipment/paraphernalia at any time it is dement necessary.
17.3	<p><i>If the Goods pertain to Expendable Supplies: Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</i></p> <p><i>If the Goods pertain to Non-expendable Supplies: One (1) year after acceptance by the Procuring Entity of the delivered Goods.</i></p>
17.4	The period for correction of defects in the warranty period is within twenty four (24) hours upon receipt of the valid complaint. The correction of defects must be acceptable to PSC.
21.1	No additional provision. <i>If the Service Provider is a joint venture, All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</i>

B. Please be informed of the changes in section VIII. Bidding Forms, Bidding Documents, as

follows:

I. Cost Distribution

From

WING VAN AND CLOSED VAN

Destination	24-Footer Wing Van (10 Wheeler)		16-Footer Forward Closed Van (6 Wheeler)		14-Footer Closed Van (6 Wheeler)	
	Rate per Trip/day	# of TRIPS	Rate per Trip/day	# of TRIPS	Rate per Trip/day	# of TRIPS
Within Metro Manila		30		30		75
Manila - Clark		30		30		50
Clark - Manila		30		30		50
Manila - Subic		30		30		50
Subic - Manila		30		30		50
Clark - Subic		10		10		10
Subic - Clark		10		10		10
Manila - Tagaytay		4		8		8
Tagaytay - Manila		4		8		8
Manila - Laguna		2		0		15
Laguna - Manila		2		0		15
Manila - Batangas		1		6		0
Batangas - Manila		1		6		0
Manila - La Union		1		6		0
La Union - Manila		1		6		0
MIA Warehouse Nov. 1 to Dec. 15		45		45		45
Clark Warehouse Nov. 1 to Dec. 15		45		45		45
Subic Warehouse Nov. 1 to Dec. 15		45		45		45
TOTAL AMOUNT		321		345		476

2 days notice before usage

GRAND TOTAL FOR WING VAN AND CLOSED VAN

To

WING VAN AND CLOSED VAN

Destination	24-Footer Wing Van (10 Wheeler)			16-Footer Forward Closed Van (6 Wheeler)			14-Footer Closed Van (6 Wheeler)		
	Rate per Trip/day	# of TRIPS	Total	Rate per Trip/day	# of TRIPS	Total	Rate per Trip/day	# of TRIPS	Total
Within Metro Manila		30			30			75	
Manila - Clark		30			30			50	
Clark - Manila		30			30			50	
Manila - Subic		30			30			50	
Subic - Manila		30			30			50	
Clark - Subic		10			10			10	
Subic - Clark		10			10			10	
Manila - Tagaytay		4			8			8	
Tagaytay - Manila		4			8			8	
Manila - Laguna		2			0			15	
Laguna - Manila		2			0			15	
Manila - Batangas		1			6			0	
Batangas - Manila		1			6			0	
Manila - La Union		1			6			0	
La Union - Manila		1			6			0	
MIA Warehouse Nov. 1 to Dec. 15		45			45			45	
Clark Warehouse Nov. 1 to Dec. 15		45			45			45	
Subic Warehouse Nov. 1 to Dec. 15		45			45			45	
TOTAL AMOUNT		321			345			476	

2 days notice before usage

TOTAL FOR WING VAN AND CLOSED VAN

2. Warehouse Rental

From

WAREHOUSE RENTAL

PLACES	Meters	Area Square Meters	Rate	# of Months	Total Amount
Manila Warehouse	30 x 50	1500		12	
Subic Warehouse	30 x 50	1500		6	
Clark Warehouse	30 x 50	1500		6	

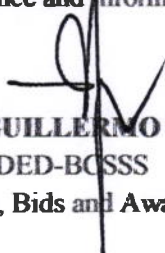
TOTAL AMOUNT _____

AND CLOSED
VANTo**WAREHOUSE RENTAL**

PLACES	Meters	Area Square Meters	Rate	# of Months	Total Amount
Manila Warehouse	30 x 50	1500		12	
Subic Warehouse	30 x 50	1500		6	
Clark Warehouse	30 x 50	1500		6	

TOTAL AMOUNT _____

For guidance and information of all concerned.



ATTY. GUILLERMO B. IROY, JR.
Director, DED-BCSSS
Chairman, Bids and Awards Committee