



HEADQUARTERS PHILIPPINE NAVY  
ARMED FORCES OF THE PHILIPPINES  
**PHILIPPINE NAVY BIDS AND AWARDS COMMITTEE-2**  
Naval Station Jose Francisco, Fort Bonifacio, Taguig City

November 19, 2020

Supplemental Bid Bulletin Nr.2

Supply and Delivery of Parts for KM Trucks composed of **Two (2) Lots: Lot 1-** Supply and Delivery of Parts for KM Trucks (**Spare Parts**) with an ABC of **PhP 16,840,663.26** and **Lot 2 -** Supply and Delivery of Parts for KM Trucks (**Tires and Battery**) with ABC of **PhP17,135,680.00**  
**(GMRS-PNBAC2-2020-05)**

This Supplemental Bid Bulletin is issued to inform prospective bidders the modification/amendments that shall form part of the bidding documents for the project **Supply and Delivery of Parts for KM Trucks**.

**A. Answers to Queries**

**1. KIA MOTORS/HYUNDAI CORPORATION**

NR	Manifestation/Query	Answer
1	<p><b>On GCC Clause 1 – LC Documentary Requirements</b></p> <ul style="list-style-type: none"><li><b>Item # 3</b> Supplier’s factory inspection report is not applicable for this particular project. May we request not to include this requirement</li></ul>	<p>As to query on GCC Clause 1 – LC Documentary Requirements. Item #3. – <b>The request is Denied.</b> The submission of the Supplier’s Factory Inspection Report applies both to goods supplied within the Philippines or by Domestic suppliers and for goods supplied abroad and as stated by the proponent, KIA motors corporation is the</p>

	<p>on the Letter of Credit.</p>	<p>Original Equipment Manufacturer (OEM) for the KM Trucks. It will have no issues with regard to producing its own Factory Inspection Report.</p>
	<ul style="list-style-type: none"> <li>• <b>Item # 9</b></li> <li>a. OEM Certificate – may we ask for a format of this document (if any).</li> </ul>	<p>As to query to item # 9. a. <b>No particular form required.</b> A mere notarized statement that KIA is an OEM (Original Equipment Manufacturer) of the KIA vehicle in the spare parts to be procured or that the bidder will source the parts from the authorized distributor or reseller of the OEM will suffice.</p>
	<p>b. Certificate of Conformity – may we ask if you have any format/reference of this document as it was not stated/specified on what particular item/issue should be conformed.</p>	<p>As to query to item # 9. b. This requirement will be deleted and not included anymore in the requirements.</p>
	<p>c. 1. Official Receipt – Please specify the official receipt to be presented.</p>	<p>As to query to item # 9. b. This requirement will be deleted and not included anymore in the requirements.</p>
	<p>c. 2. Bill of Lading/Import Documents authenticated by BOC – Bureau of Customs does not authenticate any import documents.</p>	<p>As to query to item # 9.c.2. It is sufficient that the Bidder submit a photocopy of the Bill of Lading and subsequently present the original copy of the Bill of Lading and Import documents to TIAC upon inspection.</p>
	<p>Incidental Services – we do not see it applicable</p>	<p>As to the query on Incidental services – Reiterate to the proponent</p>

	in this procurement for the item no 1-4.	that the requirement is not mandatory, thus the item reads “ <i>The Supplier is <u>required to provide</u> all of the following services, including additional services, <u>if any</u>,”</i> ”
	Transportation – please include the delivery term/Incoterms word “DAP” instead of DDP.	As to the query on Transportation - Reiterate to the proponent that the delivery term/incoterm word “DAP” is already mentioned in the contract. Thus, for purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP”, “DDU”, DAP 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.
2	<p><b>On GCC Clause 2.2 – Payment Terms</b></p> <ul style="list-style-type: none"> <li>Documents on the Letter of Credit for Foreign Bidder is entirely different with Clause 1 Letter of Credit documentary requirements. It should be the same requirement.</li> </ul>	See attached Modification of the Bidding Documents GCC Clause 2.2
3	<p><b>Section VII – Statement of Compliance to Technical Specifications</b></p> <p>Requirement upon delivery</p> <p>a. OEM Certificate – may we ask for a format of</p>	As to query on Section VII – Statement of Compliance to Technical Specifications. Requirement upon delivery. - a. OEM Certificate - <b>No particular form required.</b> A mere notarized statement that KIA is an OEM (Original Equipment Manufacturer) of the KIA vehicle in the

	<p>this document (if any).</p>	<p>spare parts to be procured or that the bidder will source the parts from the authorized distributor or reseller of the OEM will suffice.</p>
	<p>b. Certificate of Conformity – may we ask if you have any format/reference of this document as it was not stated/specified on what particular item/issue should be conformed.</p>	<p>As to query to item b. This requirement will be deleted and not included anymore in the requirements.</p>
	<p>c. 1. Official Receipt – Please specify the official receipt to be presented.</p>	<p>As to query to item # 9. b. This requirement will be deleted and not included anymore in the requirements.</p>
	<p>c. 2. Bill of Lading/Import Documents authenticated by BOC – Bureau of Customs does not authenticate any import documents.</p>	<p>As to query to item # 9.c.2. It is sufficient that the Bidder submit a photocopy of the Bill of Lading and subsequently present the original copy of the Bill of Lading and Import documents to TIAC upon inspection.</p>
4	<p><b>Section VIII – Checklist of Technical and Financial Documents</b></p> <p>1. (Technical Component Envelope – Tab i) The production/delivery schedule, manpower requirements, and/or after sales/parts is not form part of the delivery of goods being procured. Not applicable on the submittals.</p>	<p>As to query on Section VIII 1. The TWG reiterates to the proponent the provision in Tab I that the same is not mandatory, to wit: <i>“Conformity with the Technical Specifications, which <b><u>may include</u></b> production/delivery schedule, manpower requirements, and/or after-sales/parts, <b><u>if applicable;</u></b>”</i></p>
	<p>2. (Technical Component Envelope – Tab k) J/V</p>	<p>As to query on Section VIII 2. The TWG grants the request of the</p>

	<p>of KIA motors Corporation and Hyundai Corporation is solely a Foreign Corporation, therefore, may we submit the Audited Financial Statement apostilled by Philippine Embassy in lieu of the AFS stamped received by BIR as fitted to our circumstances.</p>	<p>proponent. The law requires that in lieu of the Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR), the proponent may opt for the submission of similar documents by duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission. Hence, the TWG allows the presentation of Philippine ITR-equivalent of the country of registration of the foreign bidder. For the Post Qualification, may we suggest that the ITR requirement be replaced with an “Equivalent” document in Korea.</p>
	<p>3. (Technical Component Envelope – Tab n) Spare parts sought to be procured are not available from local suppliers further, DTI Certificate is not applicable on Tab (n) and Tab (o) as far as the foreign bidder concerned.</p>	<p>As to query on Section VIII 3. The TWG reiterates to the proponent the provision in Tab n and Tab o that the same is not mandatory, or that the same exact document be submitted by the proponent, thus the heading before the item reads “<i>Other documentary requirements under RA No. 9184 <b>(as applicable)</b></i>”</p>
<p>5</p>	<p><b>Section IX – Bidding Forms</b></p> <p>(Form G) May we validate/verify if submission of the Performance Securing Declaration is acceptable instead of the Performance Bond/Bank Guarantee to suffice the Performance Security condition.</p>	<p>The submission of the Performance Securing Declaration is acceptable instead of the Performance Bond/Bank Guarantee to suffice the Performance Security Condition. However, the PSD shall cease to be valid upon replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required</p>

		by the end-user.
6	<p><b>On Section VI Delivery Period</b></p> <ul style="list-style-type: none"> <li>Request to deliver within Two Hundred Ten (210) Calendar Days upon Opening of L/C or Receipt of NTP whichever comes later granting that the production of the items/goods according to international standard in manufacturing the product starts from receipt of L/C opening advice from the issuing bank of spare parts.</li> </ul>	The request is Denied.
7	<p><b>LOT 2 – Tires and Battery</b></p> <p>Since Kia Motors Corporation is the original equipment Manufacturer for the KM450 Tires (35X12.5 R16.5 LT). May we request your good office to include this specific tire size to Lot 1 together with the spare parts.</p>	The request is Denied.
8	<p><b>On Submission and Opening of Bid Envelopes (SOBE)</b></p> <ul style="list-style-type: none"> <li>May we request for the extension of the SOBE to be moved until December 2, 2020 to give us ample time to prepare bidding documents once the inquiries and clarification are resolved also in</li> </ul>	The TWG grants the request of the proponent.

	consideration with the COVID-19 situation in South Korea and Philippines.	
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## 2. Goldbell Philippines Impex Corp

NR	Query	Answer
1	<ul style="list-style-type: none"> <li>We would like to ask if a previously completed contract to supply 36x12.5R16.5LT tires will be acceptable and classified as "Spare Parts for KM trucks or other heavy military vehicles.</li> </ul>	<ul style="list-style-type: none"> <li>The TWG does not concur with the proponent that the supply of 36x12.5R16.5LT tires will be considered as Spare Parts for KM trucks or other heavy military vehicles.</li> </ul>
2	<p><b>Technical Specification 6TN wet Cell Battery Maintenance Free</b></p> <ul style="list-style-type: none"> <li>Battery Type- the original batteries which came with the Kia KM450 are 6TN Low Maintenance Dry Charged Batteries. These are the type of batteries which need to be filled with acid when it is going to be used. The advantage of this type of battery is the long storage life because the cell inside are dry and stable until it is ready to be used. We would like to request if the battery Type may be changed to Sealed Maintenance Free or Dry Charged Low Maintenance to include the specifications of the OEM battery. We wish to supply Motolite brand 6TN batteries which the Philippine Army currently uses thousands of.</li> </ul>	<p>The Request is Denied. No Change on the Technical Specification for the battery</p>
3	Overall Dimension- we would like to request if some tolerance may be provided as having exacting dimension may be limiting. We recommend a tolerance of 25mm.	Refer to the Technical Specification of Batteries.
4	Lid type- along with our request to include Dry	The Request is Denied.

	Charged Low Maintenance batteries as an option, we request if the Lid Type may be omitted so that both Sealed Maintenance Free and Dry Charged Low Maintenance batteries may be permitted.	
5	Wet Battery Weight- we request of the minimum wet battery weight of 25.5kg may be changed to reserve capacity minutes of 165. This will serve as the minimum performance parameter instead of weight.	The Request is Granted.
6	<p><b>TIRES (36x12.5R16.5LT with O-ring</b></p> <p>1. We would like to request that other than the Philippine Standard (PS) or Import Commodity Clearance (ICC) Quality Mark, a DTI Certificate of Exemption (COE) may also be presented and accepted. This is because this specific tires size is not included in Department of Trade and Industry DTI Bureau of Public Standards Philippine Standards and thus cannot be issued a PS Mark or an ICC quality Mark.</p>	The Request is Denied.
	<p>2. We would like to request for the Ply rating to be lowered from 14 to 10 and load range be lowered from G to E. The 10 ply rating and E load range is the same as the original Kumho 36x12.5R16.5LT Tire which was equipped when the Kia KM450 was delivered. It is the same as OEM spec</p>	The Request is Granted.
	<p><b>TIRES Assy (9.00-20 &amp; 11.00-20) with Flap and Interior Tube</b></p> <p>We would like to request that other than the Philippine Standard (PS) or Import Commodity Clearance (ICC) Quality Mark, a DTI Certificate of Exemption (COE) may also be presented and accepted. This is because if the tires delivered have</p>	The Request is Denied.



<p>a Ply Rating of 18, the tires exceed the DTI BPS' scope of responsibility and they do not issue it an ICC Quality mark anymore. The 18 Ply is superior to the 16 Ply as it can carry heavier loads</p>	
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**B. Modification of the Bidding Documents**

As a result of the answer to the queries mentioned above, hereunder are the proposed modifications to the bidding documents, to wit:

Nr	REF	FROM	TO
1	<p><b>Section III.</b> <b>Bid Data</b> <b>Sheet</b> (ITB Clause 5.3)</p>	<p>The Bidder must have completed a similar Government and/or Private Contracts undertaken for the past Five (5) years with an equivalent amount of at least 50% of the total ABC; or a statement of at least two (2) similar completed Government and/or Private Contracts with an aggregate amount of at least 50% of the total ABC, the largest of these similar contracts must be equivalent to at least 25% of the total ABC.</p> <p>The statement should be supported with Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector and Customer Satisfaction Assessment with a</p>	<p>The Bidder must have completed a similar Government and/or Private Contracts undertaken for the past Five (5) years with an equivalent amount of at least 50% of the total ABC; or a statement of at least two (2) similar completed Government and/or Private Contracts with an aggregate amount of at least 50% of the total ABC, the largest of these similar contracts must be equivalent to at least 25% of the total ABC.</p> <p>The statement should be supported with Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector and Customer Satisfaction</p>

		<p>rating expressing at least very satisfactory performance issued by the company for all the contracts the bidder have submitted to comprise the largest similar contracts with an aggregate amount equivalent to at least fifty percent (50%) of the total ABC in accordance with 12.1 (a)(ii)b.</p> <p><b>Note:</b></p> <p><b>For this purpose, similar contracts shall refer to Supply and Delivery of Spare Parts for KM Trucks or other heavy military vehicles</b></p>	<p>Assessment with a rating expressing at least very satisfactory performance issued by the company for all the contracts the bidder have submitted to comprise the largest similar contracts with an aggregate amount equivalent to at least fifty percent (50%) of the total ABC in accordance with 12.1 (a)(ii)b.</p> <p><b>Note:</b></p> <p><b>For this purpose, similar completed contract shall refer to:</b></p> <p><b>Lot 1 -Supply and Delivery of KM Trucks or Repair/Spare Parts.</b></p> <p><b>Lot 2-Supply and Delivery of Tires and Batteries</b></p>
2	<p><b>Section V. Special Conditions of Contract</b></p>	<p>9. For Delivery of parts and materials for machineries and equipment, the proponent must submit to the Authorized Representative of the HOPE and to the PN Technical Inspection and Acceptance Committee (TIAC) upon delivery and/or prior to the installation thereof the</p>	<p>9. For Delivery of parts and materials for machineries and equipment, the proponent must submit to the Authorized Representative of the HOPE and to the PN Technical Inspection and Acceptance Committee (TIAC) upon delivery and/or prior to the installation</p>

	(GCC Clause1)	<p>Certificate of Origin, Certificate of Warranty, and any of the following documents:</p> <ul style="list-style-type: none"> <li>a. <i>OEM Certificate</i></li> <li>b. <i>Certificate of Conformity</i></li> <li>c. <i>Authentic Sales Invoice/Official Receipt/ Bill of Lading/Import Documents authenticated by Bureau of Customs.</i></li> </ul>	<p>thereof the Certificate of Origin, Certificate of Warranty, and any of the following documents:</p> <ul style="list-style-type: none"> <li>a. <i>OEM Certificate</i></li> <li><b>b. Photocopy of Bill of Lading/Import Documents (subject to the presentation of the original document upon inspection by PN TIAC).</b></li> </ul>
		<p><b>For Goods supplied from abroad:</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>1. Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price,</li> </ul>	<p><b>For Goods supplied from abroad:</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>1. Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price,</li> </ul>

		<p>and total amount;</p> <ol style="list-style-type: none"> <li>2. 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;</li> <li>3. Original Supplier's factory inspection report;</li> <li>4. Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>5. Original and four copies of the certificate of origin (for imported Goods);</li> <li>6. Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</li> <li>7. Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</li> <li>8. Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</li> <li>9. For Delivery of parts and materials for machineries and equipment, the proponent must submit to the</li> </ol>	<p>and total amount;</p> <ol style="list-style-type: none"> <li>2. 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;</li> <li>3. Original Supplier's factory inspection report;</li> <li>4. Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>5. Original and four copies of the certificate of origin (for imported Goods);</li> <li>6. Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</li> <li>7. Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</li> <li>8. Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</li> <li>9. For Delivery of parts and materials for machineries and equipment, the proponent must submit to the</li> </ol>
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		<p>Authorized Representative of the HOPE and to the PN Technical Inspection and Acceptance Committee (TIAC) upon delivery and/or prior to the installation thereof the Certificate of Origin, Certificate of Warranty, and any of the following documents</p> <ul style="list-style-type: none"> <li>a. <i>OEM Certificate</i></li> <li>b. <i>Certificate of Conformity</i></li> <li>c. <i>Authentic Sales Invoice/Official Receipt/Bill of Lading/Import Documents authenticated by Bureau of Customs.</i></li> </ul> <p>10. In cases of replacement parts or new part numbers, it shall be accompanied with corresponding Service Bulletin from the OEM or other proof.</p>	<p>Authorized Representative of the HOPE and to the PN Technical Inspection and Acceptance Committee (TIAC) upon delivery and/or prior to the installation thereof the Certificate of Origin, Certificate of Warranty, and any of the following documents:</p> <ul style="list-style-type: none"> <li>a. <i>OEM Certificate</i></li> <li>b. <b><i>Photocopy of Bill of Lading/Import Documents (subject to the presentation of the original document upon inspection by PN TIAC).</i></b></li> </ul> <p>10. In cases of replacement parts or new part numbers, it shall be accompanied with corresponding Service Bulletin from the OEM or other proof.</p>
		<p><b>Spare Parts</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>1. such spare parts as the PROCURING ENTITY may elect to purchase from the Supplier, provided that this</li> </ul>	<p><b>Spare Parts</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>1. such spare parts as the PROCURING ENTITY may elect to purchase from the Supplier, provided that</li> </ul>

	<p>election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>2. in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"><li>a. advance notification to the PROCURING ENTITY of the pending termination, in sufficient time to permit the PROCURING ENTITY to procure needed requirements;</li><li>b. following such termination, furnishing at no cost to the PROCURING ENTITY, the drawings and specifications of the spare parts, if requested.</li></ul> <p>3. For Delivery of parts and materials for machineries and equipment, the proponent must submit to the Authorized Representative of the HOPE and to the PN Technical Inspection and Acceptance Committee (TIAC) upon delivery and/or prior to the installation thereof the Certificate of Origin, Certificate of Warranty, and any of the following documents</p> <ul style="list-style-type: none"><li>a. <i>OEM Certificate</i></li></ul>	<p>this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>2. in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"><li>a. advance notification to the PROCURING ENTITY of the pending termination, in sufficient time to permit the PROCURING ENTITY to procure needed requirements;</li><li>b. following such termination, furnishing at no cost to the PROCURING ENTITY, the drawings and specifications of the spare parts, if requested.</li></ul> <p>3. For Delivery of parts and materials for machineries and equipment, the proponent must submit to the Authorized Representative of the HOPE and to the PN Technical Inspection and Acceptance Committee (TIAC) upon delivery and/or prior to the installation thereof the Certificate of Origin, Certificate of Warranty, and any of the following documents:</p>
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		<p><i>b. Certificate of Conformity</i></p> <p><i>c. Authentic Sales Invoice/Official Receipt/ Bill of Lading/Import Documents authenticated by (from) Bureau of Customs.</i></p> <p>8. In cases of replacement parts or new part numbers, it shall be accompanied with corresponding Service Bulletin from the OEM or other proof.</p>	<p>a. OEM Certificate</p> <p><b>b. Photocopy Bill of Lading/Import Documents (subject to the presentation of the original document upon inspection by PN TIAC).</b></p> <p>8. In cases of replacement parts or new part numbers, it shall be accompanied with corresponding Service Bulletin from the OEM or other proof.</p>
	<p>GCC Clause 2.2</p>	<p>Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted by PN TIAC.</p> <p>For Foreign Supplier, payment shall be through letter of credit.</p> <p>i. a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or</p> <p>ii. a surety bond, it shall be accompanied by a certification by the Insurance Commission that</p>	<p><b>Payment shall be made in check for local Supplier or LC for foreign Supplier.</b></p> <p><b>The PROCURING ENTITY shall open the irrevocable L/C in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the AFP to the Authorized Government Depository Bank, to wit:</b></p> <p><b>(a) <u>Mode of Transmission:</u> Full cable telex/S.W.I.F.T;</b></p> <p><b>(b) <u>Advising and/or Confirmation:</u> L/C may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter's sole</b></p>

		<p>the surety or insurance company is authorized to issue such; instruments</p> <p>iii. Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and</p> <p>iv. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.</p> <p>v. For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.</p> <p>The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least five percent (5%) of the Total Contract Price, or a special bank guarantee equivalent to at least Five percent (5%) of the Total Contract Price or other such amount if so specified in the</p>	<p>expense;</p> <p><b>I <u>Payee Bank</u>: The L/C draft (if any) shall be drawn on the confirming bank;</b></p> <p><b>(d) <u>Beneficiary</u>: Insert name and address of Supplier with Point of Contact;</b></p> <p><b>I <u>Currency and Amount of L/C</u>: L/C shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 90% of the amount of L/C shall be released upon completion of all the required documents enumerated in SCC Clause 10(g) of the bidding documents and the 10% shall be released upon expiration of the warranty period provided in SCC clause 5.1 of the bidding documents;</b></p> <p><b>(f) <u>Expiration Date</u>: Four Hundred (400) calendar days from issue date of the LC;</b></p> <p><b>(g) <u>Payment Scheme Documentary Requirements</u>: Payment will be "One Time Payment" and shall be <u>made</u> to the Supplier at the time of the final acceptance of the GOODS by the PROCURING ENTITY made in accordance with Section VI.</b></p>
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		<p>SCC. The said amounts shall only be release after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>a) Payment must always be made in accordance to existing laws and Philippine Government accounting and auditing principles and procedures.</li> <li>b) Payment shall be made only upon submission of the required Audit Documents.</li> <li>c) Payment must also comply with existing accounting and auditing policies, procedures and rules.</li> </ul>	<p><b>Schedule of Requirements, and the submission or presentation of the following documents:</b></p> <ul style="list-style-type: none"> <li><b>i. Supplier’s invoice showing GOODS’ description, quantity, unit price, and total amount;</b></li> <li><b>ii. Negotiable, clean shipped onboard Bill of Lading marked “Freight Pre-Paid” and/or “Non-Negotiable Bill of Lading” or “Airway Bill”;</b></li> <li><b>iii. Original Supplier’s factory inspection report or certificate of pre-delivery test and inspection report by PN TIAC;</b></li> <li><b>iv. Manufacturer’s and/or Supplier’s warranty certificate;</b></li> <li><b>v. Certificate of Origin (for imported GOODS);</b></li> <li><b>vi. Delivery Receipt detailing number and description of items received signed by the Procuring Entity’s representative at the Delivery Site;</b></li> <li><b>vii. Certificate of Acceptance by the PN Technical Inspection and Acceptance Committee (PN TIAC); and,</b></li> <li><b>viii. Invoice Receipt for Property signed by the</b></li> </ul>
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			<p><b>Procuring Entity's representative at the Project Site</b></p> <p><b>(h) <u>Description of Goods:</u></b> Supply and Delivery of Parts for KM Trucks Lot 1 - Supply and Delivery of Parts for KM Trucks (Spare Parts) and Lot 2 - Supply and Delivery of Parts for KM Trucks (Tires and Battery)</p> <p><b>(i) <u>Delivery Site:</u></b> PMC Supply Center, Marine Barracks Rudiardo Brown, Fort Bonifacio, Taguig City.</p> <p><b>(j) <u>Delivery Period:</u></b> Within Two Hundred Ten (210) Calendar Days from the day after receipt of NTP for Lot 1 - Supply and Delivery of Parts for KM Trucks (Spare Parts) and Within One Hundred Twenty (120) Calendar Days from the day after receipt of NTP for Lot 2 - Supply and Delivery of Parts for KM Trucks (Tires and Battery).</p> <p>In order to ensure the immediate opening of the LC once the funds are available, the Procuring Entity shall request the Supplier in writing to comply with all banking requirements for the opening of the LC</p>
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			<p>within seven (7) calendar days upon receipt of notice by the latter. It is understood that the delivery period shall commence immediately the day after the prescribed period.</p> <p>(k) <b><u>Shipment</u></b>: One-time shipment; transshipment is acceptable.</p> <p>(l) <b><u>Negotiability</u></b>: The L/C shall be irrevocable;</p> <p>(m) <b><u>Liquidated Damages</u></b>: Liquidated damages shall be imposed in accordance with Clause 19 of the Contract and in the event that any delay in the opening of the LC is caused by the Supplier.</p> <p>(n) <b><u>Other Instructions</u></b>:</p> <p>i. The cost of the opening, as well as advising, confirmation, extension, and/or amendment, if any, of the L/C, and other bank charges shall be for the account of the Supplier;</p> <p>ii. The L/C must be in English; and</p> <p>iii. No boycott or restrictive language.</p>
3	<b><i>Section VII. Technical</i></b>	<b><u>STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS</u></b>	<b><u>STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS</u></b>

	<p><b>Specifications</b> The bidder must state in the last column opposite each parameter and required specifications either “Comply” or “Not Comply”. All pages shall be properly signed. Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and</p>	<p>The bidder must state in the last column opposite each parameter and required specifications either “Comply” or “Not Comply”. All pages shall be properly signed. Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as</p>
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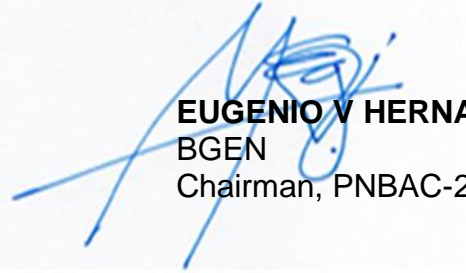
		<p>render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.</p> <p>The bidder must submit to the Authorized Representative of the HoPE and to the PN Technical Inspection and Acceptance Committee (TIAC) upon delivery and/or prior to the installation thereof the Certificate of Origin, Certificate of Warranty, and any of the following documents:</p> <ol style="list-style-type: none"> <li>a. OEM Certificate</li> <li>b. Certificate of Conformity</li> <li>c. Authentic Sales Invoice/Official Receipt/ Bill of Lading/Import Documents authenticated by Bureau of Customs.</li> </ol>	<p>fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.</p> <p>The bidder must submit to the Authorized Representative of the HoPE and to the PN Technical Inspection and Acceptance Committee (TIAC) upon delivery and/or prior to the installation thereof the Certificate of Origin, Certificate of Warranty, and any of the following documents:</p> <ol style="list-style-type: none"> <li>a. OEM Certificate</li> <li>b. <b><i>Photocopy of Bill of Lading/Import Documents (subject to the presentation of the original document upon inspection by PN TIAC).</i></b></li> </ol>
3	Sec VII Technical Specification	<ul style="list-style-type: none"> <li>• Item No.: 87</li> </ul>	➤ <b>Item No.: 87</b>
		<ul style="list-style-type: none"> <li>• Description: Lamp Unit (M1876 A24V 5W)</li> </ul>	<ul style="list-style-type: none"> <li>• Description: Lamp Unit (<b>M1872C</b> A24V 5W)</li> </ul>
		<ul style="list-style-type: none"> <li>• Part No.: KS C 7502</li> </ul>	<ul style="list-style-type: none"> <li>• Part No.: KS C 7502<b>or its equivalent</b></li> </ul>

		<ul style="list-style-type: none"> <li>Quantity: 20</li> </ul>						<ul style="list-style-type: none"> <li>Quantity: 20</li> </ul>					
		<ul style="list-style-type: none"> <li>Unit: ea</li> </ul>						<ul style="list-style-type: none"> <li>Unit: ea</li> </ul>					
		<ul style="list-style-type: none"> <li>Comply/Not Comply:</li> </ul>						<ul style="list-style-type: none"> <li>Comply/Not Comply:</li> </ul>					
	<b>L/I</b>	<b>Description</b>		<b>Qty</b>	<b>Unit</b>			<b>L/I</b>	<b>Description</b>		<b>Qty</b>	<b>Unit</b>	
	<b>2</b>	<b>Tires Tire (36x12.50 R16.5 LT) with O-ring</b>		<b>300</b>	Ea			<b>2</b>	<b>Tires Tire (36x12.50 R16.5 LT) with O-ring</b>		<b>300</b>	Ea	
		Philippine Standard (PS) or Import Commodity Clearance (ICC) Quality Mark	Identifiable						Philippine Standard (PS) or Import Commodity Clearance (ICC) Quality Mark	Identifiable			
		Brand Name or Trade Name	Identifiable						Brand Name or Trade Name	Identifiable			
		Normal size including ply	Identifiable						Normal size including ply	Identifiable			

			rating and Load range						rating and Load range				
			Tire Size	36-12.50R16.5LT					Tire Size	36-12.50R16.5LT			
			<b>Ply Rating</b>	<b>14(minimum)</b>					<b>Ply Rating</b>	<b>10(minimum)</b>			
			<b>Load Range</b>	<b>G(minimum)</b>					<b>Load Range</b>	<b>E(minimum)</b>			
			Type	Radial Tubeless (lug tread)					Type	Radial Tubeless (lug tread)			
		<b>2</b>	Rim Size	16.5" diameter				<b>2</b>	Rim Size	16.5" diameter			
			Maximum Air Pressure Markings	Identifiable					Maximum Air Pressure Markings	Identifiable			
			Name of Country Origin	Identifiable					Name of Country Origin	Identifiable			

			Maximum Load Capacity	Identifiable					Maximum Load Capacity	Identifiable			
			Manufacture date	Identifiable					Manufacture date	Identifiable			
			Tire Strength	Must pass the Plunger rod Test					Tire Strength	Must pass the Plunger rod Test			

This Supplemental /Bid Bulletin shall be considered an integral part of the Bidding Documents.



**EUGENIO V HERNANDEZ**  
 BGEN PN(M)  
 Chairman, PNBAC-2