



PHILIPPINE MARINE CORPS
OFFICE OF THE PMC BIDS AND AWARDS COMMITTEE
Marine Barracks Rudiardo Brown, Fort Bonifacio, Taguig City

17 May 2024

Supplemental/Bid Bulletin No.1

Construction of AABn Secondary Distribution Lines, AABn Zambales
with an ABC of **Four Million Nine Hundred Twenty-Six Thousand Six Hundred Thirty-Four Pesos and 11/100 (PhP4,926,634.11)**

This Supplemental/Bid Bulletin is issued to inform prospective bidders the modifications/amendments that shall form part of the bidding documents for the project: **Construction of AABn Secondary Distribution Lines, AABn Zambales (INFRA-PMCBAC-2024-02)** to wit:

A. Answer to Queries

Earl Construction Inc.


Nr	Query	Answer
1	Progress Payment - May we request that progress Payment made accessible upon completing a certain percentage of the project, Instead of the One-time Payment stipulated on the Special Condition of the Contract. Due to reasons that the specs for the required transformers are custom to the project and supplier manufacturers would require a higher upfront payment for the manufacturing of this equipment.	The amount of the advance payment is 15% of the total contract price for the mobilization phase. a. First Progress Payment: Upon completing fifty percent (50%) total work, thirty-five percent (35%) of the total contract price shall be paid to the Contractor; b. Final Payment: Upon completion of one hundred percent (100%) total work, forty percent (40%) of the total contract price shall be paid to the Contractor and upon presentation of Certificate of Completion and Final Acceptance. The remaining ten percent (10%) of the Contract Price is the Retention Money.
2	Retention Payment – Request if we can substitute the retention with surety bond callable on demand in exchange for the retention payment upon completion/acceptance of the works, since this also allowed by RA 9184 in item 6.1 ANNEX “E” Contract Implementation Guidelines for the procurement of Infrastructure Project of the 2016 IRR of RA 9184.	The retention money may be substituted by financial instruments in the form of an irrevocable standby letter of credit, bank guarantee, or surety bond callable on demand, upon request of the contractor, subject to the approval of the procuring entity, and provided that the project is on schedule and satisfactorily executed. The purpose of the instruments in lieu of the retention money, including the performance security, is to guarantee the faithful performance by the winning bidder.,(Reference Section 6.2, Annex “E”, IRR of RA 9184, Manual of Procedures for the Procurement of Infrastructure Project.)

B. Amendment of Bidding Documents

From		To	
SECTION IV: General Conditions of the Contract			
GCC Clause		GCC Clause	
14	<p>Progress Payment</p> <p>- The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p>	14	<p>Progress Payment</p> <p>- The amount of the advance payment is 15% of the total contract price for the mobilization phase.</p> <p>a. First Progress Payment- Upon completing fifty percent (50%) total work, thirty-five percent (35%) of the total contract price shall be paid to the Contractor;</p> <p>b. Final Payment- Upon completion of one hundred percent (100%) total work, forty percent (40%) of the total contract price shall be paid to the Contractor and upon presentation of Certificate of Completion and Final Acceptance. The remaining ten percent (10%) of the Contract Price is the Retention Money or Surety Bond callable on demand.</p>
SECTION V: Special Conditions of the Contract			
SCC Clause		SCC Clause	
13	<p>Retention Payment – 15% of the CP (remaining 10% of the CP as Retention Money to be claimed by the proponent after lapse of warranty).</p> <p>The foregoing progress payments are subject to retention of ten percent (10%) as retention money pursuant to Clause 42 (Retention), GCC and subject for TIAC inspection on the progress payment.</p>	13	<p>Retention Payment – 15% of the CP (remaining 10% of the CP as Retention Money to be claimed by the proponent after lapse of warranty).</p> <p>The foregoing progress payments are subject to retention of ten percent (10%) as retention money pursuant to Clause 42 (Retention), GCC and subject for TIAC inspection on the progress payment.</p> <p>The retention money may be substituted by financial instruments in the form of an irrevocable standby letter of credit, bank guarantee, or surety bond callable on demand, upon request of the contractor, <i>subject to the approval of the procuring entity</i>, and provided that the project is on schedule and satisfactorily executed. The purpose of the instruments in lieu of the retention money, including the performance security, is to</p>

			guarantee the faithful performance by the winning bidder.,(Reference Section 6.2, Annex "E", IRR of RA 9184, Manual of Procedures for the Procurement of Infrastructure Project.)
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This Supplemental/Bid Bulletin No.1 shall be considered an integral part of the bidding documents.


BOB R APOSTOL
Colonel PN(M)(MNSA)
Chairperson, PMCBAC