



BIDS AND AWARDS COMMITTEE

SUPPLEMENTAL/BID BULLETIN

ADDENDUM NO. 1

SUPPLY AND DELIVERY OF PETROLEUM, OIL AND LUBRICANTS

This Addendum No. 1 dated 12 October 2023 is issued to clarify, modify or amend items in the Bid Documents. This shall form an integral part of the Bid Documents.

ISSUES	CLARIFICATION/AMENDMENTS
<p><u>Section I. Invitation to Bid</u></p> <p>7.Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before October 17, 2023, 9:30 a.m. Late bids shall not be accepted.</p> <p>9.Bid opening shall be on October 17, 2023, 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.</p> <p><u>Section III. Bid Data Sheet</u></p> <p>5.3 The bidder must have completed, five (5) years prior to October 17, 2023 single contract that is similar to the project at hand and whose value must be at least twenty-five percent (25%) of the ABC to be bid or Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and</p> <p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract, 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. Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a</p>	<p><u>Section I. Invitation to Bid</u></p> <p>7.Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before October 20, 2023, 1:30 p.m. Late bids shall not be accepted.</p> <p>9.Bid opening shall be on October 20, 2023, 2:00 p.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.</p> <p><u>Section III. Bid Data Sheet</u></p> <p>5.3 The bidder must have completed, five (5) years prior to October 20, 2023 single contract that is similar to the project at hand and whose value must be at least twenty-five percent (25%) of the ABC to be bid or Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and</p> <p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract, 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. Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a</p>



failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.

For this purpose, similar contract shall refer to "Supply and Delivery of Petroleum, Oil and Lubricants".

Section V. Special Conditions of Contract

Section VII. Technical Specifications

10. Creation and issuance of new and/or replacement cards (in case of loss) must not be more than seven (7) days. Deactivation and reactivation should be affected within twelve (12) hours after request. The supplier shall cause the necessary system activation via remote card maintenance.

failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.

For this purpose, similar contract shall refer to "Supply and Delivery of Petroleum, Oil and Lubricants".

Section V. Special Conditions of Contract

Please see the attached revised Special Conditions of Contract.

Section VII. Technical Specifications

10. Creation and issuance of new and/or replacement cards (in case of loss) must not be more than **ten (10) business days**. Deactivation and reactivation should be affected within **twenty-four (24) hours** after request. The supplier shall cause the necessary system activation via remote card maintenance.

Reminders:

- Submission of bids will be on or before 20 October 2023, 1:30 PM.
- Bids must be properly sealed and signed.
- Late submission will not be accepted.

For guidance and information of all concerned.

MICHAEL C. FERMIN
Chairperson, BOC-BAC



Section V. Special Conditions of Contract

GCC Clause	
1	<p>The Goods shall be delivered by the Supplier at the address indicated in Section VI. Schedule of Requirements.</p> <p>e-POL Cards</p> <p>a. Supplier must have available electronic card (e-POL or Contingency Card purchase system/facility) which can be used in all their e-POL capable service stations nationwide. Billing for using e-POL card will be based on the current selling/pump price of host gasoline station (at the time of purchase). Rebates/loyalty points shall apply on using e-POL card in reference to current Supplier's offer that the PROCURING ENTITY may benefit from.</p> <p>b. The PROCURING ENTITY, through Chief, GSD must have access on all card transactions for ready reference. In case of inquiry status, reports of transactions (details) must readily be made available online as provided by the Supplier. The PROCURING ENTITY's authorized representatives must have the capability to suspend, reactivate, set transaction limits for every card in his account. (see Section VII Technical Specifications for detailed e-POL Card requirements).</p> <p>c. Rebates shall be given quarterly or semi-annually form of reward points. One (1) point is earned for ever one hundred pesos (Php100.00) worth of purchase. Points earned has no expiration.</p> <p>d. The Supplier shall provide free training for at least two (2) personnel recommended by the PROCURING ENTITY to handle e- POL cards data transaction and monitoring.</p> <p>Delivery and Documents</p> <p>a. Supplier shall accept Delivery Orders of the PROCURING ENTITY on POL products and supply the PROCURING ENTITY with the same in accordance with the guaranteed POL specifications, placing procuring entity with the same or equal priority with other Government entities and filing up all PROCURING ENTITY orders first from any stock available at the nearest terminal or depot of the</p>



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INTEGRITY

ACCOUNTABILITY

	<p>Supplier or any other oil company with whom the Supplier has established arrangements or supply agreements.</p> <ul style="list-style-type: none">b. Supplier must deliver POL requirements of the PROCURING ENTITY within 24 hours in Metro Manila, and within 48 hours in other areas and for barge deliveries, a maximum of seven (7) days period upon receipt of DO from the PROCURING ENTITY unless the DO provides a different delivery schedule.c. The Supplier must have bulk plants/depots, or other storage facilities and service stations situated strategically all over the country that could service the requirements of the PROCURING ENTITY anytime on specified delivery areas. Supplier shall coordinate with the service stations in case the PROCURING ENTITY deposits its fuel allocations on specified locations.d. Supplier shall make deliveries using Supplier's-owned and/or contracted transportation units at their expense for the duration of the Contract and upon any renewals or extensions.e. The PROCURING ENTITY and Supplier's representative should be present for each POL delivery in order to witness, validate and confirm the quality and quantity of POL delivered. The absence of either party to witness, validate and confirm the quality and quantity of POL delivery shall constitute as a waiver on the part of the party absent and thus quality and quantity determined during the time of delivery shall be final and to be used as basis for payment of POL deliveries.f. The Supplier, upon delivery of POL, shall present to the PROCURING ENTITY the Original Invoice (or delivery document) covering the particular delivery for PROCURING ENTITY's signature acknowledging receipt of the delivery, and provide PROCURING ENTITY duplicate copy of the same. The original copy of the invoice/delivery document shall be retained by the delivering party for submission to Supplier's office for billing purposes and transmitted to PROCURING ENTITY's office together with all the required supporting documents.g. Upon delivery and receipt of the GOODS to the identified bulk plants, the Supplier shall notify the PROCURING ENTITY and present the following documents to the PROCURING ENTITY:
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EFFICIENCY

	<ul style="list-style-type: none">(i) Original and Three (3) duplicate copies of the Supplier's invoice showing GOODS' description, quantity, amount, and EVAT;(ii) Original and four duplicate copies delivery receipt/note, railway receipt, or truck receipt;(iii) Original Supplier's factory inspection report;(iv) Original and four duplicate copies of the certificate of origin (for imported GOODS);(v) Delivery receipt detailing number and description of items received and signed by the authorized receiving personnel; <p>h. The provisions under Delivery and Documents are only applicable in the event that the Procuring Entity avails of Bulk Procurement.</p> <p>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. The provision under Insurance is only applicable in the event that the Procuring Entity avails of Bulk Procurement.</p>
2.2	Payments shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier. The Supplier may temporarily hold the deliveries and/or deactivate the fleet cards of the procuring entity until the overdue balance has been fully paid. The Statement of Account (SOA) shall be the reference for e-POL payment. The SOA shall indicate the detailed transactions of all cards, rebates and other rewards
5	The provisions under Warranty are only applicable in the event that the Procuring Entity avails of Bulk Procurement.
6	No additional provision.