



BIDS AND AWARDS COMMITTEE I

SUPPLEMENTAL BID BULLETIN NO. 2

**SUPPLY AND DELIVERY OF ONE (1) LOT VARIOUS BRAND NEW
KM450 SPARE PARTS FOR THE PHILIPPINE NAVY (PN)**

Bid Reference No. MPG-BI-2019-125

Approved Budget for the Contract – Php 6,730,769.23

This **Supplemental Bid Bulletin No. 2** is being issued to further clarify, modify and amend the provisions in the Bidding Documents.

AMENDMENT TO THE BIDDING DOCUMENTS:

FROM	TO
Section IV. General Conditions of Contract (GCC)	
<i>GCC Clause 19. Liquidated Damages</i>	
<p>Subject to GCC Clauses <u>17.1</u> and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.</p>	<p>Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, <i>amount of liquidated damages reaches ten percent (10%)</i>, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.</p>
<i>GCC Clause 23. Termination for Default</i>	
<p>23.1 <u>The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:</u></p> <p>(a) Outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;</p>	<p>23.1 <i><u>The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when,</u></i> outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;</p>



GCC Clause 23.2	
(b) As a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or	<u>23.2 The Procuring Entity may terminate the contract when,</u> as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
GCC Clause 23.3	
(c) The Supplier fails to perform any other obligation under the Contract.	<u>23.3 The Procuring Entity shall terminate the contract when</u> the Supplier fails to perform any other obligations under the Contract.
GCC Clause 23.4	
23.2 In the event the Procuring Entity terminates this Contract in whole or in part for any of the reasons provided under GCC Clause 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.	<u>23.4</u> In the event the Procuring Entity terminates this Contract in whole or in part for any of the reasons provided under GCC Clause 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
GCC Clause 23.5	
23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.	<u>23.5</u> In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

This **Supplemental Bid Bulletin No. 2** shall form part of the Bidding Documents. Any provisions in the Bidding Documents inconsistent herewith is hereby amended, modified and superseded accordingly.

For guidance and information of all concerned.

Issued this 10th day of May 2019 in Makati City.

Reviewed and Approved by:

CHRISTABELLE P. EBRIEGA
Chairperson, Bids and Awards Committee – I

(SGD) ATTY. MA. GUDELIA C. GUESE
Vice Chairperson



(SGD) MYRA CHITELLA T. ALVAREZ
Member

(SGD) DAVID A. INOCENCIO
Member

(SGD) JOEL S. RODRIGUEZ
Member

VIVIAN E. MONSANTO
Alternate Member

Concurred by:

CPT RODEL V PASCUA PN (M)
PN Provisional Member

Received by : (PLS SIGN) _____
Bidder's Name: (PLS PRINT) _____
Date : _____