

PB 2018-19



Republic of the Philippines
OFFICE OF THE OMBUDSMAN
 Agham Road, Diliman, Quezon City, 1104

SUPPLEMENTAL/ BID BULLETIN NO. 2

RE: “RE: PUBLIC BIDDING FOR THE SUPPLY AND DELIVERY OF TWO UNITS AIR CIRCUIT BREAKER (4,000 AT) FOR THE OFFICE OF THE OMBUDSMAN”

14 November 2018

AMENDMENTS TO THE BIDDING DOCUMENTS

- All prospective bidders are hereby informed of the amendments in the Bidding Documents particularly in Section 1- Invitation to Bid, Section V- Special Conditions of Contract (SCC) Section VI-Schedule of Requirements, Section VII-Technical Specifications and Section VIII-Ombudsman Bid Form No.1 and Terms of Reference (Appendix “A”), which may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and Ombudsman Website, as follows:

Particulars	ORIGINAL TITLE OF THE PROJECT	BE AMENDED/ MODIFIED TO:
Section 1- Invitation to Bid, Section V- Special Conditions of Contract (SCC) Section VI- Schedule of Requirements, Section VII-Technical Specifications and Section VIII-Ombudsman Bid Form No.1 and Terms of Reference (Appendix “A”)	Delivery of goods is required within thirty (30) calendar days after receipt of the Notice to Proceed.	Delivery of goods is required within <u>one hundred twenty (120) calendar days</u> after receipt of the Notice to Proceed.

- Bidders who have already purchased the bidding documents are reminded to use the **Amended Ombudsman Bid Form No. 1 (Technical Proposal), Amended Appendix “A”-Terms of Reference and Amended Schedule of Requirements.**

For further inquiries, you may coordinate with the Bids and Awards Committee Secretariat at Tel. No. 479-7300 local 2206.

Please be guided accordingly.

(Sgd.) MARIBETH T. PADIOS
 Assistant Ombudsman, PIEMS
 Chairperson, Bids and Awards Committee

AMENDED OMBUDSMAN BID FORM NO. 1- TECHNICAL PROPOSAL**HON. MARIBETH T. PADIOS**

Chairperson, Bids and Awards Committee
 Office of the Ombudsman
 Agham Road, North Triangle
 Diliman, Quezon City

M a d a m :

Herewith is our **TECHNICAL PROPOSAL** for your office requirement:

(INSTRUCTION TO BIDDER: Check the “Comply” box if bidder complies with the Ombudsman Specifications. A Technical Proposal containing **unchecked “Comply” boxes** would be automatically **rated as “FAILED”**.)

Unit	Quantity	Ombudsman Technical Specifications	Bidder’s Specifications
One (1) Lot	2 Units	Low Voltage Air Circuit Breaker	<input type="checkbox"/> Comply
		Brand-new and original	<input type="checkbox"/> Comply
		Current Rating: 4000AT	<input type="checkbox"/> Comply
		Draw-out type (withdrawal type)	<input type="checkbox"/> Comply
		With complete accessories	<input type="checkbox"/> Comply
		Must be equivalent and/or identical to the existing/installed Air Circuit Breaker of the OMB-Annex Building	<input type="checkbox"/> Comply
		To comply with the Terms of Reference (Appendix “A”)	<input type="checkbox"/> Comply

Very truly yours,

 Signature over printed name

 Position

 Company

 Telephone Nos.

 Date

APPENDIX “A”

TERMS OF REFERENCE (TOR) (as amended)

1. OBJECTIVE

The procurement of two (2) units Air Circuit Breaker is intended to be used as emergency and/or standby replacement of Main Circuit Breaker of LVSG for the Office of the Ombudsman Annex Building in accordance with the Technical Specifications under Section VII hereof.

2. APP APPROVED BUDGET FOR THE CONTRACT

The **Approved Budget for the Contract (ABC)** is **One Million Two Hundred Eighty Thousand Pesos Only (Php1,280,000.00)**, inclusive of all applicable taxes, issuances/bonds, miscellaneous expenses.

3. SCOPE OF WORK

The work includes *supply* and *delivery* of Two (2) Units Air Circuit Breaker.

4. CONTRACT PERIOD

The contract period for the delivery described in this TOR shall be one hundred twenty days (120) calendar days (CDs) after receipt of the Notice to Proceed (NTP).

5. MATERIALS, STANDARD AND MISCELLANEOUS PROVISIONS

The contractor/supplier shall be responsible for the delivery of all materials/equipment to the correct workstation. All materials/equipment to be delivered shall be brand new, original and durable.

6. TERMS AND CONDITIONS

6.1 Failure to deliver item(s) within the specified delivery period shall authorize OMB to impose a penalty of 1/10 of 1% of the Total Value of the undelivered item(s) for every day of non-delivery.

6.2 Goods are considered defective when they are unfit for use for which it is intended, or its fitness for such use is diminished.

6.3 The Office of the Ombudsman shall have the right to reject and replace the items delivered if found defective after the conduct of corresponding testing of each item.

6.4 Complies with all the Terms and Conditions in the Contract Agreement.

7. BID SECURITY

The contractor/supplier shall accompany its Bid with the required Bid Security, Philippine Currency, in the amount and form as prescribed under Section 27 of the

2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA No. 9184 and shall be valid for a period of 120 Calendar Days (CDs).

8. PERFORMANCE SECURITY

The contractor/supplier, within ten (10) calendar days upon signing of Notice of Award, shall submit a **Performance Security** to guarantee the faithful performance of its obligations in accordance to **Section 39** of the 2016 Revised IRR of RA No. 9184, and shall remain valid until issuance of Final Certificate of Acceptance of the project Head of the Procuring Entity and/or its duly authorized representative.

9. WARRANTY

The **Warranty Period shall be one (1) year from date of acceptance of delivered products/items** as duly recommended by the Technical Inspection and Acceptance Committee (TIAC) and approved by the Head of the Procuring Entity (HOPE) or its duly authorized representative. The warranty shall include repair, replacement of parts, and free service on a 24-hour on call basis.

Consistent with GPPB Resolution No. 30-2017, **the obligation of the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the total contract price.** The said amounts shall only be released after the lapse of the warranty period or, in any case of Expendable Supplies, after consumption thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

10. AFTER SALES SUPPORT

10.1 Within Warranty Period

10.2 After Warranty Period, must be at-least one (1) authorized service center within Metro Manila.

Section VI. Schedule of Requirements (as amended)

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity		Delivered, Weeks/Months

Note: The delivery of goods and completion of project is required within **one hundred twenty (120) calendar days after receipt of the Notice to Proceed**

Section VII. TECHNICAL SPECIFICATIONS

Unit	Quantity	Ombudsman Technical Specifications
One (1) Lot	2 units	Low Voltage Air Circuit Breaker
		Brand-new and original
		Current Rating: 4000AT
		Draw-out type (withdrawal type)
		With complete accessories
		Must be equivalent and/or identical to the existing/installed Air Circuit Breaker of the OMB-Annex Building
		To comply with the Terms of Reference (Appendix "A")

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