



Supplemental/Bid Bulletin No. 1
Re: “SUPPLY AND DELIVERY OF 155 UNITS OF HP CF226A (HP26A)
TONER CARTRIDGES FOR THE OFFICE OF THE OMBUDSMAN”
(PB 2022-1-01)

AMENDMENTS TO THE BIDDING DOCUMENTS
17 March 2022

1. The Bids and Awards Committee-Main hereby amends/clarifies/modifies the following provisions relative to the above-mentioned project and all prospective bidders are informed of these amendments/clarifications/modifications:

PARTICULARS	AMENDMENT/CLARIFICATION/ MODIFICATION
<p>INVITATION TO BID <i>(Page 7)</i></p> <p>1. Xxx</p> <p>2. The Office of the Ombudsman now invites bids for the above Procurement Project. Delivery of goods is required within fifteen (15) calendar days from the receipt of Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II (Instructions to Bidders).</p> <p>3. xxx</p>	<p>INVITATION TO BID <i>(Page 7)</i></p> <p>1. xxx</p> <p>2. The Office of the Ombudsman now invites bids for the above Procurement Project. Delivery of goods is required within forty-five (45) calendar days from the receipt of Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II (Instructions to Bidders).</p> <p>3. xxx</p>


PARTICULARS	AMENDMENT/CLARIFICATION/ MODIFICATION												
<p>Section V. Special Conditions of Contract <i>(Page 23)</i></p> <table border="1"> <tr> <td align="center">GCC Clause</td> <td></td> </tr> <tr> <td></td> <td>Delivery and Documents – Delivery of Goods is required fifteen (15) calendar days upon receipt of the Notice to Proceed.</td> </tr> <tr> <td></td> <td align="center">x x x</td> </tr> </table>	GCC Clause			Delivery and Documents – Delivery of Goods is required fifteen (15) calendar days upon receipt of the Notice to Proceed.		x x x	<p>Section V. Special Conditions of Contract <i>(Page 23)</i></p> <table border="1"> <tr> <td align="center">GCC Clause</td> <td></td> </tr> <tr> <td></td> <td>Delivery and Documents – Delivery of Goods is required fifteen (15) calendar days upon receipt of the Notice to Proceed.</td> </tr> <tr> <td></td> <td align="center">x x x</td> </tr> </table>	GCC Clause			Delivery and Documents – Delivery of Goods is required fifteen (15) calendar days upon receipt of the Notice to Proceed.		x x x
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PARTICULARS					AMENDMENT/CLARIFICATION/ MODIFICATION				
Section VI. Schedule of Requirements (Page 27) PB 2022-1-01: SUPPLY AND DELIVERY OF 155 UNITS OF HP CF226A (HP26A) TONER CARTRIDGES FOR THE OFFICE OF THE OMBUDSMAN					Section VI. Schedule of Requirements (Page 27) PB 2022-1-01: SUPPLY AND DELIVERY OF 155 UNITS OF HP CF226A (HP26A) TONER CARTRIDGES FOR THE OFFICE OF THE OMBUDSMAN				
Item Number	Description	Unit	Quantity	Delivered, Weeks/Months	Item Number	Description	Unit	Quantity	Delivered, Weeks/Months
1	Toner Cartridge, HP CF226A (HP26A) Black LaserJet	Cart	155	Goods must be delivered within fifteen (15) calendar days upon receipt of Notice to Proceed by the winning bidder	1	Toner Cartridge, HP CF226A (HP26A) Black LaserJet	Cart	155	Goods must be delivered within fifteen (15) calendar days within Forty-five (45) calendar days upon receipt of Notice to Proceed by the winning bidder

2. This Supplemental Bid Bulletin No. 1 shall form part of the Bid Documents. Any provisions in the Bid Documents inconsistent herewith is hereby amended, modified and superseded accordingly.
3. All Prospective Bidders and bidders who have already purchased the bidding documents are reminded to **USE the Amended Special Conditions of Contract and Amended Schedule of Requirements** which is attached in this Supplemental/Bid Bulletin dated 17 March 2022.

For further inquiries, you may coordinate with the Bids and Awards Committee Secretariat-Main at email addresses: ombbacsecmain@gmail.com and/or bac@ombudsman.gov.ph.

For guidance and information of all concerned.


ADORACION A. AGBADA
 Acting Assistant Ombudsman, OMB-Luzon
 Chairperson, Bids and Awards Committee

Amended Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents –</p> <p>Delivery of Goods is required forty-five (45) calendar days upon receipt of the Notice to Proceed.</p> <p>The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ol style="list-style-type: none"> a. Original and copies of the Supplier’s Invoice showing Good’s description, quantity, unit price and total amount; b. Original and copies of Delivery Receipt; c. Original copy of the Manufacturer’s and/or Supplier’s warranty certificate; d. Certificate of Acceptance /Inspection Report signed by the Procuring Entity’s representative at the Project Site; e. Special Bank Guarantee (may be submitted at the option of the Supplier in lieu of the retention money of 5% of the total contract price); <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” 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. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [Quezon City, (Office of the Ombudsman, Agham Road, Diliman, Quezon City)]. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to Quezon City (Office of the Ombudsman, Agham Road, Diliman, Quezon City). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity’s Representative at the Project Site is General Services Division – Property Section.</p>

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions

	Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	No further instructions.
4	No further instructions.

Section VI. **Amended** Schedule of Requirements

PB 2022-1-01: SUPPLY AND DELIVERY OF 155 UNITS OF HP CF226A (HP26A) TONER CARTRIDGES FOR THE OFFICE OF THE OMBUDSMAN

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	Unit	Quantity	Delivered, Weeks/Months
1	Toner Cartridge, HP CF226A (HP26A) Black LaserJet	Cart	155	Goods must be delivered within forty-five (45) calendar days upon receipt of Notice to Proceed by the winning bidder

I hereby certify to comply and deliver all the above requirements.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date Signed: _____