

SUPPLEMENTAL / BID BULLETIN NO. 2

Title : **PROCUREMENT OF FORWARDING SERVICES FOR CY 2019**

ITB No. : **GOP/19-DSWD-029**

Date : **03 June 2019**

This Supplemental/ Bid Bulletin is issued to all prospective bidders announcing amendments in the Bidding Documents, to wit:

A. Section IV. General Conditions of the Contract Page No. 43-60 of the Bidding Documents.

Particular	From	To
GCC Clause No. 19 Liquidated Damages	19. 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. Once the maximum amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 0, without prejudice to other courses of action and remedies open to it.	19. 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. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 0, without prejudice to other courses of action and remedies open to it.

<p>GCC Clause No. 23 Termination Clause</p>	<p>23.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:</p> <p>(a) Outside of <i>force majeure</i>, 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>(b) As a result of <i>force majeure</i>, 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</p> <p>(c) The Supplier fails to perform any other obligation under the Contract.</p> <p>23.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 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</p>	<p>23.1 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, outside <i>force majeure</i>, 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>23.2 The Procuring Entity may terminate the contract when, as a result of <i>force majeure</i>, 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;</p> <p>23.3 The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.</p> <p>23.4 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 26 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.</p> <p>23.5 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration</p>
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	<p>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.</p> <p>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.</p>	<p>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.</p>
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B. Submission and Opening of Bids

The deadline for the submission and receipt of bids is moved from 05 June 2019 to **13 June 2019 at 10:30 a.m.** Bids must be delivered at the BAC Secretariat Office, Ground Floor, DSWD Central Office, IBP Road, Constitution Hills, Quezon City. **Late bids will not be accepted.**

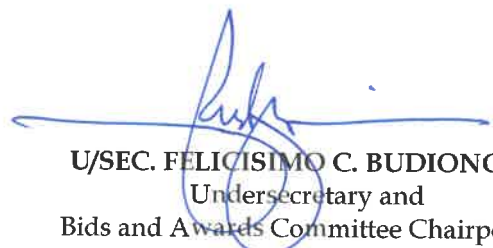
The Bid Opening will immediately follow after the deadline, to be held at the Social Technology Bureau (STB) Conference Room, Ground Floor, DSWD Central Office, IBP Road, Constitution Hills, and Quezon City.

C. Issuance of Bidding Documents

The issuance of Bidding Documents is until **13 June 2019 (Thursday) at 09:00 a.m.**

This Bid Bulletin shall form part of the Bidding Documents.

Please be guided accordingly.



U/SEC. FELICISIMO C. BUDIONGAN
 Undersecretary and
 Bids and Awards Committee Chairperson

Please accomplish this portion and send it to facsimile no. (02) 951-7116 or e-mail bacsec@dswd.gov.ph

Received from DSWD, Supplemental/Bid Bulletin No. 2 for the **Procurement of Forwarding Services for CY 2019** (ITB No. GOP/19-DSWD-029).

Received by : _____ Date : _____
(Signature over Printed Name)

Designation : _____

Company : _____