



### SUPPLEMENTAL/BID BULLETIN

Procurement of One (1) Unit of Brand New Battery Operated Forklift  
(PB-21-19)  
18 October 2019

This addendum No. 1 is issued to clarify, modify and amend items in the Bidding Documents specifically in the Schedule of Requirements, Technical Specifications, Special Conditions of Contract and Bidding Forms. Accordingly, this shall form an integral part of the Bid Documents:

PAGE	PARTICULARS	AMENDED PROVISION	
64	Special Conditions of Contract Section V. GCC Clause 11.3	<b>No further instructions</b> <i>Please see Clause 11.3 of the General Conditions of Contract</i>	
65	Schedule of Requirements Section VI.	Please see attached <b>Annex "A"</b> for the Revised format and additional Provision in Schedule of Requirements	
68	Technical Specifications Section VII.	Please see attached <b>Annex "B"</b> for the Revised format and additional Provision in Technical Specifications	
PAGE	PARTICULARS	FROM	TO
41	Bid Data Sheet Section III	The Bidder must have completed, within the period of two (2) years specified in the Invitation to Bid and <b>ITB</b> Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.  For this purpose, similar contracts shall refer to <i>Procurement of One (1) Unit Brand New Battery Operated Forklift.</i>	The Bidder must have completed, within the period of two (2) years specified in the Invitation to Bid and <b>ITB</b> Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to <b><u>at least fifty percent (50%)</u></b> of the ABC.  For this purpose, similar contracts shall refer to <i>Procurement of One (1) Unit Brand New Battery Operated Forklift.</i>
63	Special Conditions of Contract Section V GCC Clause 10.2	The Supplier shall be paid for the goods delivered based on the schedule of delivery subject to the required Expanded Withholding Tax (EWT) of one percent (1%) and Final Withholding Tax on VAT of five percent (5%).  Payment shall be made through progress billing, as stated below:  Fiteen percent (15%) downpayment three (3) days upon receipt of Purchase Order/Contract	

To be Deleted



		<p>Thirty-five percent (35%) upon delivery, and submission of Delivery Receipt/Sales Invoices by the Supplier and all other required documents based on existing accounting and auditing laws, rules and regulations;</p> <p>The remaining fifty percent (50%) is payable thirty (30) calendar days upon completion of work including installation with Certificate of Completion and Acceptance.</p>	
85	Bidding Forms Section VIII.	Affidavit of Compliance to the Schedule of Requirements and Technical Specifications	<b>To be Deleted</b>

PAGE	PARTICULARS	ADDITIONAL PROVISIONS
63	Special Conditions of Contract Section V GCC Clause 10.3	<p>The Supplier shall be paid for the goods delivered based on the schedule of delivery subject to the required Expanded Withholding Tax (EWT) of one percent (1%) and Final Withholding Tax on VAT of five percent (5%).</p> <p>Payment shall be made through progress billing, as stated below:</p> <p>Fifteen percent (15%) downpayment three (3) days upon receipt of Purchase Order/Contract</p> <p>Sixty-five percent (65%) upon delivery, and submission of Delivery Receipt/Sales Invoices by the Supplier and all other required documents based on existing accounting and auditing laws, rules and regulations;</p> <p>The remaining twenty percent (20%) is payable thirty (30) calendar days upon completion of work including installation with Certificate of Completion and Acceptance.</p>

**Prepared By:**



**MS. MA. MERLA D. ESCOBAR**  
*Head, BAC Secretariat*

**Recommended By:**



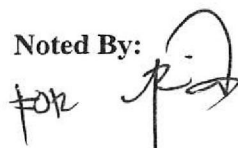
**MR. JOSELITO RABULAN**  
*Head, TWG*

**Approved By:**



**MR. KARL PAULO C. DAMIAN**  
*Chairperson, BAC*

**Noted By:**



**MR. DENNIS D. DELA CRUZ**  
*End-User Representative*

## ***Section VI. Schedule of Requirements***

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

<b>Item</b>	<b>Delivery Date</b>	<b>Statement of Compliance</b>
<i>Procurement of One (1) Unit of Brand New Battery Operated Forklift</i>	<b>Delivery Period:</b> 90 calendar days from receipt of NTP	

***Project/Delivery Site:***

*#685 Building 7, Tandang Sora Avenue, Tandang Sora, Quezon City or may vary subject on the advice of APO-MCD prior to the delivery of goods.*

**I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.**

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Name of Company

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Signature Over Printed Name of  
Authorized Representative

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Date



## Technical Specifications

Forklift			
Item	Technical Specification	Statement of Compliance	Evidence of Compliance (Brochure/document containing Information)
		<p>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>	
1	<b>1.1 Requirements</b> <b>Load Capacity/Rated Capacity: 2500 kg</b> <b>Power Type: Electric</b> <b>Lift Height: 4500 mm</b> <b>Min. Mast Height: 2040 mm</b> <b>Max. Mast Height: 5750 mm</b> <b>Numbers of Tires: 4</b> <b>Tire Type: Solid, Rubber</b> <b>Battery: 48V, 565AH, Battery life span up to five (5) years</b>		
	<b>Charger: Off Truck 220V/3P, 60 HZ</b> <b>Alarm/ Warning Light (Strobe light)</b> <b>3-Stage Full Free View Mast</b>		
	<b>1.2 Attachment</b> <b>Battery Roll-Out, Waterproof, Floor Matting, Name Plate (English), Tool Standard (set), Rear Combination Light, Rear-view Mirror, Load Backrest, Wide Visible Mast, Certificated Label &amp; Horn.</b>		

	<p><b>1.3 Other Requirement – Training Program Implementation for one (1) or two (2) days:</b></p> <ul style="list-style-type: none"> <li>a. Formal instruction (e.g., lecture, manual),</li> <li>b. Practical training (demonstrations and exercises performed by the trainer), and</li> <li>c. Evaluation of the operator's performance in the workplace</li> </ul> <p>The Specialized Trainer shall issue Training certification and evaluate/ rate the performance of the attendees. The certification shall include the name of the operator, the date of the training, the date of the evaluation, Trainer and the rating of the person(s) performance during the actual testing.</p>		
2	<p><b>Warranty</b></p> <p>2.1 Factory Warranty on parts at least twelve (12) months or two thousand (2000) hours against manufacturing defect after delivery date whichever comes first.</p>		
	<p>2.2 Maintenance Services while under warranty</p> <ul style="list-style-type: none"> <li>a. Conduct Preventive maintenance (system check) based on agreed schedule or when the need arises,</li> <li>b. After conducting the maintenance activity, a report shall be submitted. It shall contain the status of the system before and after maintenance, and the corrective actions recommended and/or conducted, if any.</li> </ul>		
	<p>2.3 Technical Support</p> <p>If within the warranty period, the requirement is found to be defective in materials and workmanship, or otherwise not in conformity with the specifications, the awardee shall, at its expense, replace or repair the defective components or parts within thirty (30) days upon receipt of notice.</p>		

	Pre-Termination of Contract		
3	<p>3.1 The Contract for the Procurement of One Unit Battery Operated Forklift may be pre-terminated by the APO Production Unit, Inc. for any violation of the terms of contract.</p> <p>3.2 In case of pre-termination, the CONTRACTOR shall be liable to additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of Performance Security.</p> <p>3.3 APO shall have the right to blacklist the CONTRACTOR in case of pre-termination.</p>		

**I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date