



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FOREIGN AFFAIRS  
BIDS AND AWARDS COMMITTEE  
2330 Roxas Boulevard, Pasay City  
Tel. Nos. 834-4116; Fax No. 831-9584  
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### SUPPLEMENTAL / BID BULLETIN No. 1

PROJECT : Procurement of Security Inks for the Personalization  
of Blank e-Passport Booklets

Date : 08 November 2012

This supplemental/bid bulletin, contained in nine (9) pages, is issued to inform all prospective bidders of the following amendments/changes in the original Bidding Documents for the above-named Project and which form integral part of the said Bidding Documents, to wit:

1. The DFA-BAC has re-scheduled the following activities for the said Project:

| Deadline for Submission of Bids   | Opening of Bids                        |
|---|--|
| 27 November 2012<br>Tuesday, 12:00 noon                                       | 27 November 2012<br>Tuesday, 1:30 p.m. |
| Venue: OUA Board Lounge, 12/F DFA Main Building, 2330 Roxas Blvd., Pasay City |  |

2. Pages 31 to 33 of the Bidding Document, containing the Bid Data Sheet, are hereby amended as follows:

### Bid Data Sheet

| ITB Clause |   |
|------------|---|
| 1.1        | The Procuring Entity is the <b>Department of Foreign Affairs (DFA)</b> .  |
| 1.2        | The lot and reference is:<br>ONE (1) LOT SUPPLY & DELIVERY OF THE FOLLOWING INKS FOR USE IN DILETTA 600i PASSPORT PRINTERS:<br>A. 648 UNITS OF DILETTA DC-150M (MAGENTA) WITH 2 x 28 ML. CARTRIDGES PER UNIT<br>B. 502 UNITS OF DILETTA DC-150C (CYAN) WITH 2 x 28 ML. CARTRIDGES PER UNIT                            |
| 2          | The Funding Source is:<br>The Government of the Philippines (GOP) through the Government Appropriations Act in the amount of <b>Twenty-one Million Philippine Pesos only (Php 21,000,000.00)</b> .<br>The name of the Project is "Procurement of Security Inks for the Personalization of Blank e-Passport Booklets." |
| 3.1        | No further instructions.  |
| 5.1        | No further instructions.  |
| 5.2        | Foreign bidders may participate in this Project, provided that the Bidder satisfies any of the requirements in ITB Clause 5.2.  |

|              |  |
|--------------|--|
| 5.4          | The Bidder must have completed at least one (1) contract similar to the Project for the past two (2) years, the value of which must be at least twenty-five percent (25%) of the ABC.<br><br>For this purpose, similar contracts shall refer to contracts which are of similar nature and complexity to the contract to be bid.  |
| 7            | No further instructions.   |
| 8.1          | Subcontracting is not allowed.   |
| 8.2          | Not applicable.  |
| 9.1          | The Procuring Entity will hold a pre-bid conference for this Project on <i>31 October 2012 (Wednesday)</i> at 1:30 p.m. at the OUA Board Lounge, 12 <sup>th</sup> Floor DFA Building, Roxas Blvd. Pasay City.  |
| 10.1         | The Procuring Entity's address is Department of Foreign Affairs Building <i>2330 Roxas Blvd., Pasay City</i><br><br>Contact person: Shirley O. Nuevo (Head, BAC Secretariat)<br>Tel. no. 834-4116 or Fax no. 831-9584.<br>bac.secretariat@dfa.gov.ph   |
| 12.1(a)      | No further instructions.   |
| 12.1(a)(i)   | No other acceptable proof of registration is recognized.   |
| 12.1(a)(iii) | The statement of all ongoing and completed government and private contracts shall include all such contracts within the last two (2) years prior to the deadline for the submission and receipt of bids.   |
| 13.1         | No additional requirements.  |
| 13.1(b)      | No further instructions.   |
| 13.2         | The ABC is <b>Twenty-one Million Philippine Pesos only (Php 21,000,000.00)</b> . Any bid with a financial component exceeding this amount shall not be accepted.   |
| 15.4(a)(iii) | Incidental services, if any, shall be for the account of the Bidder.   |
| 15.4(b)      | Incidental services, if any, shall be for the account of the Bidder.   |
| 16.1(b)      | The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.   |
| 16.3         | Payment shall be made in Philippine Pesos. Foreign bidder, if the awarded the contract to be bid, and/or its local authorized agent/representative shall open an account in any bank within the Philippines where payment shall be deposited by the Procuring Entity.  |
| 17.1         | Bids will be valid until 30 calendar days from the date of the opening of bids.  |
| 18.1         | The bid security shall be:<br><br>1. Two percent (2%) of ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;<br><br>2. Five percent (5%) of ABC if bid security is in Surety Bond; or<br><br>3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security. |
| 18.2         | The bid security shall be valid until 120 calendar days from the date of the opening of bids.  |
| 20.3         | Each Bidder shall submit one (1) original and four (4) photocopies of the first and second components of its bid.  |
| 21           | The address for submission of bids is Department of Foreign Affairs – Bids and Awards Committee (DFA-BAC) Secretariat Office, 12 <sup>th</sup> floor, DFA Main Building, Pasay City.<br><br>The deadline for submission of bids is on <i>27 November 2012 (Tuesday)</i> at 12 noon.  |
| 24.1         | The place of bid opening is at the OUA Board Lounge, 12 <sup>th</sup> Floor DFA Main Building, Roxas   |

|         |   |
|---------|---|
|         | Blvd. Pasay City.<br>The date and time of bid opening is on 27 November 2012 (Tuesday) at 1:30 p.m.   |
| 24.2    | No further instructions.  |
| 27.1    | No further instructions.  |
| 28.3    | The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.  |
| 28.3(b) | Bid modification is not allowed.  |
| 28.4    | No further instructions.  |
| 29.2(a) | No further instructions.  |
| 29.2(b) | The Bidder has the option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS), provided that in case EFPS is submitted to the BAC, the Bidder must submit any competent proof that the tax returns were in fact received by the BIR.<br><br>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.  |
| 29.2(d) | Bidder must present a certification from DILETTA Maschinentechnik GmbH, Germany, or its authorized representative, that the Bidder is authorized to sell and/or deliver Dilettta passport inks in the Philippine and that the said Goods are compatible to the existing Dilettta 600i Passport Printer currently used by the Office of Consular Affairs-ePassport Personalization Center (OCA-PEC).<br><br>If the Bidder is a foreign corporation, it must also legally and validly appoint a local agent and/or representative in Manila for the duration of the Contract. The authorized agent/representative must be a resident and a citizen of the Philippines or, if in case the agent/representative is a juridical entity, must have its principal place of business in Philippines and complies with any of the requirements stated in ITB Clause 5.1 (a) to (d). The agent/representative shall be legally bound as his/her/its principal (i.e., the Bidder) for any and all concerns that may arise in the implementation of the Contract.<br><br>For Goods offered from abroad, the Bidder must also present appropriate permit/s issued by the relevant government agency/ies allowing the Bidder to import the said Goods.<br><br>As part of the Post-Qualification procedure, the Procuring Entity also reserves the right to conduct an actual testing of the Goods (randomly based on a specified numbers of sample) to be delivered by the Lowest Calculated Bidder, which shall be conducted within 15 calendar days from date of Opening of Bids. The actual test shall be conducted using the Dilettta Passport Printers of the OCA-PEC. The cost of the samples to be used during the testing shall be borne by the Bidder. |
| 32.4(g) | The DFA-BAC reserves the right to require additional contract documents relevant to the Project.  |

3. Pages 50 to 54 of the Bidding Document, which contains the Special Conditions of Contract, are hereby amended as follows:

## Special Conditions of Contract

| GCC Clause |  |
|------------|--|
| 1.1(g)     | The Procuring Entity is <i>the Department of Foreign Affairs</i>                 |
| 1.1(1)     | The Supplier is <i>[to be inserted at the time of contract award]</i> .          |
| 1.1(j)     | The Funding Source is the Government of the Philippines (GOP) through <i>the</i> |

|        |   |
|--------|---|
|        | <p><i>Government Appropriations Act of 2012</i></p> <p>in the amount of <i>[amount to be inserted]</i>.</p>   |
| 1.1(k) | The Project Site is the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City.   |
| 5.1    | <p>The Procuring Entity's address for Notices is:</p> <p><i>The Undersecretary for Administration</i><br/> <i>Department of Foreign Affairs</i><br/> <i>2330 Roxas Blvd. Pasay City,</i><br/> <i>1300 Philippines</i><br/> <i>Contact number: +63 2 834 4000</i><br/> <i>Fax: +63 2 831 95 84</i></p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>  |
| 6.2    | <p><b>Delivery and Documents –</b></p> <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:</i> "The delivery terms applicable to the Contract are DDP delivered to the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City. In accordance with INCOTERMS."</p> <p><i>For Goods Supplied from Within the Philippines:</i> "The delivery terms applicable to this Contract are delivered to the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay 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 Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></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> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>(iii) Original Supplier's factory inspection report;</li> <li>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>(v) Original and four copies of the certificate of origin (for imported Goods);</li> <li>(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's</li> </ul> |

representative at the Project Site; and

- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

*For Goods supplied directly from abroad:*

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause, the Procuring Entity's Representative at the Project Site is the Assistant Secretary of the Office of Consular Affairs (OCA).

#### **Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in 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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of one (1) year from the date of final acceptance.

Other spare parts and components shall be supplied as promptly as possible, but in any case within three (3) months of placing the order.

**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

|         |  |
|---------|--|
|         | <p>Any relevant HAZCHEM classifications</p> <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><b>Insurance –</b></p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p><b>Transportation –</b></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 <i>force majeure</i> in accordance with GCC Clause <b>Error!</b></p> <p><b>Reference source not found..</b></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><b>Patent Rights –</b></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> |
| 10.4    | Not applicable.  |
| 13.4(c) | No further instructions.   |
| 16.1    | The Procuring Entity shall conduct inspections and tests within five (5) working days after submission and verification of all documents required during post-qualification conference. The Supplier shall provide the Procuring Entity with six (6) units of each item as samples to be used for testing. The test shall be conducted in the presence of the Supplier or any of its authorized agent/representative using the Dilettta Passport   |

|      |  |
|------|--|
|      | Printers of the OCA-PEC located in the compound of the Bangko Sentral ng Pilipinas in East Avenue, Quezon City.  |
| 17.3 | <i>If the Goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever comes later. |
| 17.4 | The period for correction of defects within the warranty period is fifteen (15) calendar days from date of written notice to the Supplier and/or local agent/representative.                 |
| 21.1 | If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.   |

4. Page 55 of the Bidding Document, which contains the Schedule of Requirements, is hereby amended as follows:

## 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.

| Item Number | Description                            | Quantity | Total | Delivered, Weeks/Months  |
|-------------|--|----------|-------|--|
| 1           | DC-150 M (2 x 28 ml cartridge) Magenta | 648      | 648   | Initial fifty (50%) to be delivered to the DFA Home Office in Pasay City within 45 calendar days from date of receipt of Notice to Proceed; Remaining 50% to be delivered within 60 calendar days from receipt of the Purchase Order |
| 2           | DC-150 C (2 x 28 ml cartridge) Cyan    | 502      | 502   | - same -   |
|             |  |          |       |  |
|             | <b>*Nothing follows*</b>               |          |       |  |

5. Page 57 of the Bidding Document, which contains the Technical Specifications, is hereby amended as follows:

## Technical Specifications


| Item | Specification  | Statement of Compliance |
|------|--|-------------------------|
| 1    | Bidder must present a certification from DILETTA Maschinenteknik GmbH, Germany, or its authorized representative, that the Bidder is authorized to sell and/or deliver Dilletta passport inks in the Philippine and that the Goods to be supplied are authentic and compatible to the existing Dilletta 600i Passport Printer currently used by the Office of Consular Affairs-ePassport Personalization Center (OCA-PEC). |                         |
| 2    | If the Bidder is a foreign corporation, it must also legally and   |                         |



|   |   |  |
|---|---|--|
|   | validly appoint a local agent and/or representative for the duration of the Contract. The authorized agent/representative must be a resident and a citizen of the Philippines or, if the agent/representative is a juridical entity, must have its principal place of business in the Philippines and complies with any of the requirements stated in ITB Clause 5.1 (a) to (d). The agent/representative shall be legally bound as his/her/its principal (i.e., the Bidder) for any and all concerns that may arise in the implementation of the Contract. |  |
| 3 | Goods shall be sealed and packed with proper protection from moisture loss and air ingestion, sudden air and temperature changes, properly cushioned and tamper-proof.  |  |
| 4 | The Bidder with the lowest calculated bid shall provide six (6) sample cartridges to be used by DFA-OCA for testing during the Post-qualification Procedure, which shall be conducted after 15 calendar days from the Opening of Bids.  |  |
| 5 | Bidder undertakes to deliver to the DFA Home Office fifty (50%) of the quantity of each item within 45 calendar days from the date of receipt of the Notice to Proceed.   |  |
| 6 | Bidder undertakes to deliver the remaining 50% of the quantity of each time within 60 calendar days from receipt of the Purchase Order.   |  |
| 7 | Bidder undertakes to pay for any incidental cost, taxes, duties, freight, insurance, and other local charge, which shall be deemed included in the Bid/Contract Price.  |  |
| 8 | Payment shall be made in Philippine Pesos. Foreign bidder, if the awarded the contract to be bid, and/or its local authorized agent/representative shall open an account in any bank within the Philippines where payment shall be deposited by the Procuring Entity.   |  |
| 9 | The Bidder understands, agrees, and shall abide with all the terms and conditions stated in the Instruction to Bidders, the Bid Data Sheet, the General and Special Conditions of Contract as well as the Supplemental/Bid Bulletin/s. The bidder shall also secure and submit the appropriate Performance Security, and shall sign the Contract Agreement Form upon receipt of the Notice of Award.  |  |

Further queries/clarifications can be sent to the DFA-BAC Secretariat (Attn: Ms. Bernice Catherine Santayana or Mr. Sherwin Joy Toledo) at 12<sup>th</sup> Floor DFA Main Building, 2330 Roxas Blvd., Pasay City, or sent through fax number 831-9584.

For the information and guidance of all concerned.

  
**ALEJANDRINO A. VICENTE**  
Chairman (Alternate)

08 November 2012, Pasay City.