



BIDS AND AWARDS COMMITTEE (BAC)

BID BULLETIN NO. 1 s. 2024

SUPPLY AND DELIVERY OF VARIOUS REQUIREMENTS FOR SOAP  
PRODUCTION FOR THE DAVAO HERBAL PROCESSING PLANT  
with Reference No. CB 002-2024.

Pursuant to Section 22.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, through the initiative of the PITAHC Bids and Awards Committee is issuing this bid bulletin to inform the prospective bidder(s) amending the below-stated provision in the Bidding Documents:

FROM

SECTION I: INVITATION TO BID

Page 8

Payment of the non-refundable fee for the Bidding Documents is in pursuant to the latest Guidelines issued by the GPPB, in the following amount depending on the lot(s) intended to be bid:

Lot	Description	ABC per Lot (in PhP)	Non-Refundable Fee per Lot (in PhP)
Combined Lots with total ABCs		Less than 5 M	5,000.00

XXX

SECTION II: INSTRUCTION TO BIDDERS

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5.3 Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

TO

SECTION I: INVITATION TO BID

Page 8

Payment of the non-refundable fee for the Bidding Documents is in pursuant to the latest Guidelines issued by the GPPB, in the following amount depending on the lot(s) intended to be bid:

The ABC per Lot of the Bidding Documents Fee has been corrected.

Lot	Description	ABC per Lot (in PhP)	Non-Refundable Fee per Lot (in PhP)
Combined Lots with total ABCs		More than 1M but less than 5 M	5,000.00

XXX

SECTION II: INSTRUCTION TO BIDDERS

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The SLCC requirement has been revised.

5.3 Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall be given the following options for their SLCC similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

a. a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC;

or

b. at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least 25% of the ABC as required above; and the largest of these similar contracts must be equivalent to at least half of the 25% of the ABC as required above.



	For this purpose, the similar contracts mentioned above must have been completed within the period specified in the Invitation to Bid.																														
<b>SECTION V: SPECIAL CONDITIONS OF CONTRACTS</b> <b>Page 27</b>	<b>SECTION V: SPECIAL CONDITIONS OF CONTRACTS</b> <b>Page 27</b>  <i>The GCC Clauses 2.2 requirement has been corrected.</i>																														
<table><tr><th>GCC CLAUSE</th><th></th></tr><tr><td>2.2</td><td>“The terms of payment shall be:  For Lot 1 - Staggered Delivery – staggered delivery every two (2) months from the date of inspection and acceptance of partially and/or fully delivered item</td></tr></table>	GCC CLAUSE		2.2	“The terms of payment shall be:  For Lot 1 - Staggered Delivery – staggered delivery every two (2) months from the date of inspection and acceptance of partially and/or fully delivered item	<table><tr><th>GCC CLAUSE</th><th></th></tr><tr><td>2.2</td><td>“The terms of payment shall be:  For Lot 1 - <b>Staggered Payment</b> – staggered <b>Payment</b> every two (2) months from the date of inspection and acceptance of partially and/or fully delivered item</td></tr></table>	GCC CLAUSE		2.2	“The terms of payment shall be:  For Lot 1 - <b>Staggered Payment</b> – staggered <b>Payment</b> every two (2) months from the date of inspection and acceptance of partially and/or fully delivered item																						
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<b>SECTION VI: SCHEDULE OF REQUIREMENTS</b> <b>Page 28</b>	<b>SECTION VI: SCHEDULE OF REQUIREMENTS</b> <b>Page 28</b>  <i>The delivery requirements for Lots 4 and 5 have been revised.</i>																														
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Amendments/inclusions/clarifications made herein shall be considered an integral part of the Bidding Documents.

For guidance and information of all concerned.

  
**ATTY. KEENTH N. ALMEÑE**  
BAC Chairperson



belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *PITAHC* and inspect the Bidding Documents at the address given below during **8:00 AM to 5:00 PM, Mondays to Fridays** except during weekend and declared Holidays and suspension of work.
5. A complete set of Bidding Documents may be acquired by interested Bidders upon payment of the non-refundable fee for the Bidding Documents through:
  - a) Cashier Section, 1st Floor, PITAHC Building, Matapang Street, East Avenue Medical Center Compound, Barangay Central, Quezon City; or
  - b) LAND BANK OF THE PHILIPPINES
  - c)

Current Account Name: **PHILIPPINE INSTITUTE OF TRADITIONAL AND ALTERNATIVE HEALTH CARE**

Account No. : **1872-1035-18**

Upon deposit, the bidders must submit the scanned copy of the deposit slip to [bac@pitahe.gov.ph](mailto:bac@pitahe.gov.ph) and [finance@pitahe.gov.ph](mailto:finance@pitahe.gov.ph).

Payment of the non-refundable fee for the Bidding Documents is in pursuant to the latest Guidelines issued by the GPPB, in the following amount depending on the lot(s) intended to be bid:

Lot	Description	ABC per Lot (in PhP)	Non-Refundable Fee per Lot (in PhP)
1	Oil, Coconut	<b>3,062,400.00</b>	5,000.00
2	Peppermint Oil, 1L	<b>1,023,360.00</b>	5,000.00
3	Sodium Hydroxide (Caustic Soda) 25kgs	<b>482,400.00</b>	500.00
4	Printing of Soap Boxes, 130g	<b>1,320,000.00</b>	5,000.00
5	Corrugated Boxes, 100's of 130G soap	<b>325,000.00</b>	500.00
Combined Lots with total ABCs		<b>More than 1M but less than 5 M</b>	<b>5,000.00</b>
Combined Lots with total ABCs		<b>More than 5M</b>	<b>6,000.00</b>

6. The *PITAHC* will hold a Pre-Bid Conference<sup>1</sup> on **08 March, 2024 1:30 PM** through our office address: **PITAHC Building, Matapang Street, East Avenue Medical Center Compound, Barangay Central, Quezon City** and/or through **Zoom teleconferencing**, which shall be open only to those prospective bidders who coordinated and confirmed their attendance to participate to the said Conference.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC,  
or
- b. at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least 25% of the ABC as required above; and the largest of these similar contracts must be equivalent to at least half of the 25% of the ABC as required above.

For this purpose, the similar contracts mentioned above must have been completed within the period specified in the Invitation to Bid.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: Subcontracting is not allowed.

	<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><b>Intellectual Property 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>
	<p><b>Regular and Recurring Services –</b></p> <p>“The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p>“The terms of payment shall be:  For Lot 1 - Staggered Payment – <i>staggered payment every two (2) months from the date of inspection and acceptance of partially and/or fully delivered item.</i></p> <p>For Lots 2, 3, 4, and 5 - full payment within thirty (30) calendar days after inspection and acceptance of all delivered materials and services.</p>
4	<p>The inspections and tests that will be conducted by the Inspection and Acceptance Committee of DHPP.</p>



## ***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>LOT NUMBER</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>DELIVERED, WEEKS/MONTHS</b>
<b>1</b>	Oil, Coconut	27,840	Kgs.	staggered delivery as needed upon receipt of NTP
<b>2</b>	Peppermint Oil, 1L	384	Bottles	Within thirty (30) calendar days upon receipt of NTP
<b>3</b>	Sodium Hydroxide (Caustic Soda) 25kgs	192	Sacks	Within thirty (30) calendar days upon receipt of NTP
<b>4</b>	Printing of Soap Boxes, 130g	220,000	Pieces	Within thirty (30) calendar days upon approval of final proof of actual sample
<b>5</b>	Corrugated Boxes, 100's of 130G soap	5,000	Pieces	Within thirty (30) calendar days upon approval of final proof of actual sample

**Delivery Site:**

**For Lots 1, 2, 3, 4, and 5:**

PITAHC Davao J. P. Laurel Avenue, Davao City, Davao Del Sur

**Conforme:**

\_\_\_\_\_  
Name of the Authorized Representative  
And signature

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

\_\_\_\_\_  
Date