



**Philippine Rice Research Institute**

Central Experiment Station

Maligaya, Science City of Muñoz, 3119 Nueva Ecija

**BIDDING DOCUMENT**

**FOR THE**

**FABRICATION, SUPPLY AND DELIVERY OF**

**LAMINATED AND PLASTIC SACKS**

**FOR PHILRICE CES**

**(FRAMEWORK AGREEMENT)**

**PB 24-01-05 FA**

**Better PhilRice. Better Rice Communities.**

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## Table of Contents

<b>Section I. Invitation to Bid .....</b>	<b>3</b>
<b>Section II. Instruction to Bidders .....</b>	<b>6</b>
1. Scope of Bid.....	7
2. Funding Information .....	7
3. Bidding Requirements .....	7
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	7
5. Eligible Bidders.....	7
6. Origin of Goods .....	8
7. Subcontracts .....	8
8. Pre-Bid Conference .....	8
9. Clarification and Amendment of Bidding Documents.....	8
10. Documents comprising the Bid: Eligibility and Technical Components.....	8
11. Documents comprising the Bid: Financial Component.....	9
12. Bid Prices .....	9
13. Bid and Payment Currencies .....	10
14. Bid Security .....	10
15. Sealing and Marking of Bids .....	10
16. Deadline for Submission of Bids .....	11
17. Opening and Preliminary Examination of Bids.....	11
18. Domestic Preference .....	11
19. Detailed Evaluation and Comparison of Bids.....	11
20. Post-Qualification.....	12
21. Signing of the Contract.....	12
<b>Section III. Bid Data Sheet .....</b>	<b>14</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>16</b>
1. Scope of Contract.....	17
2. Advance Payment and Terms of Payment.....	17
3. Performance Security.....	17
4. Inspection and Tests .....	17
5. Warranty .....	17
6. Liability of the Supplier.....	18
<b>Section V. Special Conditions of Contract.....</b>	<b>19</b>
<b>Section VI. Schedule of Requirement .....</b>	<b>23</b>
<b>SECTION VII. Technical Specifications .....</b>	<b>25</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>29</b>

***Section I. Invitation to Bid***



**Philippine Rice Research Institute**

Central Experiment Station

Maligaya, Science City of Muñoz, 3119 Nueva Ecija

**INVITATION TO BID FOR THE  
FABRICATION, SUPPLY AND DELIVERY OF LAMINATED AND PLASTIC SACKS FOR PHILRICE CES  
PB 24-01-05FA**

1. The **Philippine Rice Research Institute-Central Experiment Station**, using a **Single Year Framework Agreement**, through the **2024 Corporate Fund Budget** intends to apply the sum of **SEVEN MILLION TWO HUNDRED THOUSAND PESOS ONLY (₱ 7,200,000.00)** for Item number 1, **ONE HUNDRED TWENTY FIVE THOUSAND PESOS ONLY (₱ 125,000.00)** for item number 2, and **FOUR HUNDRED EIGHTY THOUSAND PESOS ONLY (₱ 480,000.00)** for item number 3, being the ABC to payments under the contract for each item. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Rice Research Institute-Central Experiment Station** now invites bids for the **FABRICATION, SUPPLY AND DELIVERY OF LAMINATED AND PLASTIC SACKS FOR PHILRICE CES** under **PB 24-01-05FA**. Delivery of the Goods is required within 30 days after issuance of Call-off or any date determined by the end user. Bidders should have completed, within **two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock 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 PhilRice-CES through telecommunication or video conferencing during office hours and inspect the Bidding Documents at the PhilGEPS and PhilRice websites. (Kindly refer to the schedule below).
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of **Ten Thousand Pesos Only (Php 10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either by facsimile, or through other electronic means.

We encourage bidders to download the bidding documents through PhilGEPS or the PhilRice website and pay through bank. Please coordinate with the BAC Secretariat through the email address and contact number given below for the bank details and procedure.
6. The **Philippine Rice Research Institute-Central Experiment Station** will hold a Pre-Bid Conference through video conferencing or webcasting via zoom on the date specified below which shall be open to all prospective bidders. A Personal Meeting ID will be sent through SMS or email for each participant at least one day before the event. Prospective bidders need to signify their intention to participate by sending an email to the address given below.
7. Bids must be duly received by the BAC Secretariat at the address below one (1) day before the opening of bids. (i) manual submission or through courier at the office address indicated below. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **12 December 2023; 9:00AM** at the address given below via zoom. Bids will be opened in the presence of the bidder's representatives who choose to attend the activity.

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## Philippine Rice Research Institute

Central Experiment Station  
Maligaya, Science City of Muñoz, 3119 Nueva Ecija

10. The **Philippine Rice Research Institute-Central Experiment Station** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. Please refer to the following schedule of activities:

Activity	Date/Time	Remarks
Acceptance of queries through telephone or video call with the BAC Secretariat	November 17 - December 11, 2023 (except Holidays, Saturdays and Sundays) 8:00AM to 5:00PM	Queries on the bidding documents only. Queries on the technical specifications should be in formal writing sent through email or fax, addressed to the BAC Chairperson through the BAC Secretariat.
Availability of Bidding documents and acceptance of Payment	November 17- December 11, 2023 (except Holidays, Saturdays and Sundays) 8:00AM to 5:00PM	Downloadable through PhilGEPS, PhilRice Website and can be requested through email. Please call the BAC Secretariat for the procedures on online payment
Pre-Bid Conference	November 28, 2023 02:00PM	Interested bidders shall signify intention to bid through email. A Personal Meeting ID will be sent through email to confirmed participants.
Deadline for the submission of bids	on or before December 11, 2023 5:00PM	Through personal delivery or through courier at the BAC Secretariat Office.
Bid Opening	December 12, 2023 9:00AM	A Personal Meeting ID will be sent to participants who submitted bid proposals on time.

12. For further information, please refer to:

### THE BAC SECRETARIAT

Procurement Management Division  
Philippine Rice Research Institute  
Maligaya, Science City of Munoz, Nueva Ecija  
Mobile No. 0999-224-8705  
Email: bacasecretariat2@philrice.gov.ph

You may visit the following websites:

For downloading of Bidding Documents:  
[www.philrice.gov.ph](http://www.philrice.gov.ph) and [www.philgeps.gov.ph](http://www.philgeps.gov.ph)  
Date: 17 November 2023

**LUIS ALEJANDRE I. TAMANI**  
Chairperson, BAC for Goods and Services

### NOTICE/ANNOUNCEMENT

DA DOES NOT CONDONE ANY FORM OF SOLICITATION ON ANY PROSPECTIVE WINNING AND LOSING BIDDERS BY ANY OF OUR STAFF/EMPLOYEES OR ANY OTHER PARTY. ANY SORT OF THIS KIND SHALL BE REPORTED IMMEDIATELY TO THE OFFICE OF THE SECRETARY OR THE NATIONAL BUREAU OF INVESTIGATION (NBI) FOR ENTRAPMENT AND PROPER INVESTIGATION.

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## ***Section II. Instruction to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Philippine Rice Research Institute-Central Experiment Station** wishes to receive Bids for the **FABRICATION, SUPPLY AND DELIVERY OF LAMINATED AND PLASTIC SACKS FOR PHILRICE CES** under a Framework Agreement, with identification number **PB 24-01-05FA**.

The Procurement Project (referred to herein as “Project”) is composed of **three (3) items**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2024 Trust Fund Budget** in the amount of **SEVEN MILLION TWO HUNDRED THOUSAND PESOS ONLY (₱ 7,200,000.00)** for Item number 1, **ONE HUNDRED TWENTY FIVE THOUSAND PESOS ONLY (₱ 125,000.00)** for item number 2, and **FOUR HUNDRED EIGHTY THOUSAND PESOS ONLY (₱ 480,000.00)** for item number 3.

2.2. The source of funding is:

### a. The 2024 Corporate Fund

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2.

- a. 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 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.**

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**

7.1. 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:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **see the Schedule of activities above** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, **at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.**

## **10. Documents comprising the Bid: Eligibility and Technical Components**

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been **completed within two (2) years prior to the deadline for the submission and receipt of bids.**

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be



accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting.

Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in the **BDS**.
- 12.2. For Framework Agreement, the following should also apply in addition to

Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid **for 120 calendar days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
  - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

**Option 1 – One Project having several items that shall be awarded as one contract.**

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

## **21. Signing of the Contract**

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. <b>Supply and delivery of laminated and plastic sacks</b> with almost the same with our required technical specifications</li> <li>b. Completed within <b>two (2) years</b> prior to the deadline for the submission and receipt of bids, equivalent to at least <b>twenty five percent (25%)</b> of the ABC.</li> </ol>
7.1	<i>No further instructions.</i>
12	The price of the Goods shall be quoted DDP and deliver to <b>Philippine Rice Research Institute- Central Experiment Station</b> (see attached Schedule of requirements and Technical specs for details) or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>One Hundred Fifty Six Thousand One Hundred Pesos Only (₱ 156,100.00)</b> which is the amount equivalent to two percent (2%) of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Three Hundred Ninety Thousand Two Hundred Fifty Pesos Only (₱ 390,250.00)</b> which is the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</li> </ol>
19.3	<p>The name of the Contract is <b>FABRICATION, SUPPLY AND DELIVERY OF LAMINATED AND PLASTIC SACKS FOR PHILRICE CES</b></p> <p>The identification number of the Contract is <b>PB 24-01-05FA.</b></p>
20.2	<p>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) for the last six months</p> <ol style="list-style-type: none"> <li>a. VAT Returns (BIR Form 2550Q) or Percentage Tax Return (BIR Form 2551Q) with proof of payment</li> <li>b. Quarterly and Annual Income tax Returns (BIR Form 1701 or 1702) with proof of payment</li> </ol>
21.2	No additional requirement.

***Section IV. General Conditions of  
Contract***



## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the Special Conditions of Contract (SCC).

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. Performance Security

Within **ten (10) calendar** days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## 5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***

# Special Conditions of Contract

GCC Clause	
1	<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>“The delivery terms applicable to the Contract are DDP delivered to <b>Philippine Rice Research Institute- Central Experiment</b>. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered to <b>Philippine Rice Research Institute- Central Experiment Station</b>. 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 <b>Head of Business Development Division, Ms. Fidela P. Bongat</b> or her authorized representative.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> <li>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.</li> </ol> <p>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.</p> <p><b>Packaging –</b></p> <p>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.</p> <p>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.</p>

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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> <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>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 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>
2.2	Payment shall be made after acceptance and completion of each Call-off.
4	<p>The inspections and tests that will be conducted are:</p> <p>a. If applicable, the inspections and tests may be conducted on the premises of the Supplier at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections</p>

	<p>and tests.</p> <ul style="list-style-type: none"><li data-bbox="435 129 1421 301">b. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li><li data-bbox="435 338 1421 543">c. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity.</li><li data-bbox="435 580 1421 725">d. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.</li></ul>
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## ***Section VI. Schedule of Requirement***

# **FRAMEWORK AGREEMENT LIST**

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<b>FRAMEWORK AGREEMENT LIST PHILIPPINE RICE RESEARCH INSTITUTE</b>				
	<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<b>1</b>	Laminated Sack	₱ 30.00	240,000	₱ 7,200,000.00
<b>2</b>	Laminated Sack	25.00	5,000	125,000.00
<b>3</b>	Plastic Sack	20.00	24,000	480,000.00
<b>TOTAL (Approved Budget for the Contract)</b>		<b>₱ 7,805,000.00</b>		
<i>Expected delivery timeframe after receipt of a Call-Off.</i>		<i>Within 30 calendar days upon receipt of Call-Off.</i>		
<i>Remarks</i>		<i>Delivery Site: PhilRice CES, Science City of Muñoz, Nueva Ecija  (The exact quantity shall be determined in each Call-Off)</i>		
<b>FIDELA P. BONGAT, Division Head, BDD</b>		<b>BUSINESS DEVELOPMENT DIVISION</b>		




## ***SECTION VII. Technical Specifications***

# SECTION VII. Technical Specifications

<b>TECHNICAL SPECIFICATIONS</b>			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
Laminated Sack	240,000	50cm x 80cm with print(front, back and sidings) with guzzette Laminated sack, 50cm x 80cm w/ print (front, back, and sidings) with guzzette, <b>20 kg capacity</b> , white; bag weight min. of 81g +/- 3%; made of virgin materials  <i>(attached design in annex A)</i>	<i>[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 Bidder's 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.]</i>
Laminated Sack	5,000	40cm x 60cm with print (front, back and sidings) with guzzette; <b>10 kg capacity</b>  <i>(attached design in annex B)</i>	
Plastic Sack	24,000	<b>50kg cap</b> , with 2-color print  <i>(attached design in annex C)</i>	
<b>ADDITIONAL REQUIREMENTS:</b>			
1. Prospective bidder/s should submit a sample from their previous contract/clients with the same technical specs as we require.			
2. Winning bidder shall submit a prototype and seek approval before mass production.			
<b>*****nothing follows*****</b>			

**PHILRICE**

**BINHI**

DEPARTMENT OF AGRICULTURE  
  
**PHILRICE**  
 PHILIPPINE RICE RESEARCH INSTITUTE

**Dekalidad na Binhing Palay**

VARIETY : \_\_\_\_\_  
 DATE OF HARVEST : \_\_\_\_\_  
 LOT NUMBER : \_\_\_\_\_

TIMBANG: 20kg

DEPARTMENT OF AGRICULTURE  
 PHILIPPINE RICE RESEARCH INSTITUTE  
 Maligaya, Science City of Muñoz, 3119 Nueva Ecija  
 Tel. No: (044) 4560-285; 4560-258 loc 601  
 Email: bdd@philrice.gov.ph  
 Website: http://www.philrice.gov.ph

**STORE IN DRY AND COOL PLACE  
 AVOID DIRECT EXPOSURE TO SUNLIGHT  
 TRANSPORT IN DRY AND COVERED AREA**

**Paraan para masiguro ang pagsibol ng mga buto:**

1. Isalin sa malinis at malaking sako (para sa pag-alsa) ang mga binhi at pagkatapos ay hugasan ng malinis na tubig.
2. Ibadad ang mga binhi sa malinis na tubig ng 24-36 oras o hanggang umalsa. Maaaring ibadad sa "drum" o sa lugar na may umaagos na tubig.
3. Palitan ng malinis na tubig ang pinagbabaran kada 6 na oras kung ito ay ibinadad sa drum para hindi mabulok ang mga ito.
4. Pagkatapos ibadad, hugasan ang mga binhi, ilagay sa maluwag na sako, ilagay sa paleta at takluban ng dayami. Kulubin ng 24 na oras o hanggang may makita na kulay puti na lumalabas mula sa buto. Upang hindi masobrahan sa init ang mga binhi, buhusan ng malinis na tubig ang mga sako kada 6 na oras.

**Paghahanda ng kamang punlaan at pagpupunia:**

1. Habang kinukulob ang mga binhi, gumawa ng 400 metro kuwadrang kamang punlaan para sa bawat 20 kilos na binhi. Maghanda ng nakaangat na kamang punlaan na 1 metro ang lapad at ayon sa inyong gusto/aisa na haba.
2. Bago patagin ang kamang punlaan, maglagay ng 10-15 sako ng organikong pataba.
3. Pagkatapos, isabog ang mga pinasibol na binhi (50 gramo o isang dakot) sa bawat metro kuwadrado.

**Pagpapatunay:**

Pinaninindigan ng PhilRice na taglay ng mga binhi ang lahat ng mga katangiang nakalahad sa seed tag at sa sako, ayon sa mga pamantayang pinaliral ng industriya ng binhing palay.

**Paalala at Disclaimer:**

Sa anumang magpatunayang di angkop sa nabiling binhi, ipaalam lamang po sa loob ng 7 araw pagkabili nito. Gayundin, hindi saklaw ng PhilRice ang magiging tindig at ani ng palay sa inyong lugar.


Para sa karagdagang impormasyon, susunod ang:

Farmers' Field Center: 8017-111-7423  
 PhilRice Agawan - Tel: (055) 343-0778, 343-0788 | Email: agawan.station@philrice.gov.ph  
 PhilRice Batic - Tel: (077) 439-1882, 439-1887 | Email: batic.station@philrice.gov.ph  
 PhilRice Bicol - Email: bicol.station@philrice.gov.ph  
 PhilRice Iloilo - Email: iloilo.station@philrice.gov.ph  
 PhilRice Los Baños - Tel: (049) 536-0622, 536-1917 | Email: losbaños@philrice.gov.ph  
 PhilRice Marikina - Tel: (044) 229-8178, 229-7242 | Email: marikina.station@philrice.gov.ph  
 PhilRice Negros - Email: negros.station@philrice.gov.ph  
 PhilRice Field Office Cebu - Mobile No. 09153675085 / 0990228913  
 PhilRice Lubzon Office - Tel: (02) 935-6129  
 PhilRice Mindanao Subukid Station - Awasak, Sta. Cruz, 9185, Occidental Mindoro  
 PhilRice Samar Subukid Station - USP Campus, Catarman, SAKI, Northern Samar  
 PhilRice Zamboanga Subukid Station - WMSU Campus, San Ramon, Zamboanga City

**PHILRICE**

**PHILRICE**

**BINHI**

DEPARTMENT OF AGRICULTURE  
  
**PHILRICE**  
 PHILIPPINE RICE RESEARCH INSTITUTE

**Dekalidad na Binhing Palay**

VARIETY : \_\_\_\_\_  
 DATE OF HARVEST : \_\_\_\_\_  
 LOT NUMBER : \_\_\_\_\_

TIMBANG: 10kg

DEPARTMENT OF AGRICULTURE  
 PHILIPPINE RICE RESEARCH INSTITUTE  
 Maligaya, Science City of Muñoz, 3119 Nueva Ecija  
 Tel. No: (044) 4560-285; 4560-258 loc 601  
 Email: bdd@philrice.gov.ph  
 Website: http://www.philrice.gov.ph

**STORE IN DRY AND COOL PLACE  
 AVOID DIRECT EXPOSURE TO SUNLIGHT  
 TRANSPORT IN DRY AND COVERED AREA**

**Paraan para masiguro ang pagsibol ng mga buto:**

1. Isalin sa malinis at malaking sako (para sa pag-alsa) ang mga binhi at pagkatapos ay hugasan ng malinis na tubig.
2. Ibadad ang mga binhi sa malinis na tubig ng 24-36 oras o hanggang umalsa. Maaaring ibadad sa "drum" o sa lugar na may umaagos na tubig.
3. Palitan ng malinis na tubig ang pinagbabaran kada 6 na oras kung ito ay ibinadad sa drum para hindi mabulok ang mga ito.
4. Pagkatapos ibadad, hugasan ang mga binhi, ilagay sa maluwag na sako, ilagay sa paleta at takluban ng dayami. Kulubin ng 24 na oras o hanggang may makita na kulay puti na lumalabas mula sa buto. Upang hindi masobrahan sa init ang mga binhi, buhusan ng malinis na tubig ang mga sako kada 6 na oras.

**Paghahanda ng kamang punlaan at pagpupunia:**

1. Habang kinukulob ang mga binhi, gumawa ng 400 metro kuwadrang kamang punlaan para sa bawat 20 kilos na binhi. Maghanda ng nakaangat na kamang punlaan na 1 metro ang lapad at ayon sa inyong gusto/aisa na haba.
2. Bago patagin ang kamang punlaan, maglagay ng 10-15 sako ng organikong pataba.
3. Pagkatapos, isabog ang mga pinasibol na binhi (50 gramo o isang dakot) sa bawat metro kuwadrado.

**Pagpapatunay:**

Pinaninindigan ng PhilRice na taglay ng mga binhi ang lahat ng mga katangiang nakalahad sa seed tag at sa sako, ayon sa mga pamantayang pinaliral ng industriya ng binhing palay.

**Paalala at Disclaimer:**

Sa anumang magpatunayang di angkop sa nabiling binhi, ipaalam lamang po sa loob ng 7 araw pagkabili nito. Gayundin, hindi saklaw ng PhilRice ang magiging tindig at ani ng palay sa inyong lugar.

Para sa karagdagang impormasyon, susunod ang:

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 PhilRice Agawan - Tel: (055) 343-0778, 343-0788 | Email: agawan.station@philrice.gov.ph  
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 PhilRice Bicol - Email: bicol.station@philrice.gov.ph  
 PhilRice Iloilo - Email: iloilo.station@philrice.gov.ph  
 PhilRice Los Baños - Tel: (049) 536-0622, 536-1917 | Email: losbaños@philrice.gov.ph  
 PhilRice Marikina - Tel: (044) 229-8178, 229-7242 | Email: marikina.station@philrice.gov.ph  
 PhilRice Negros - Email: negros.station@philrice.gov.ph  
 PhilRice Field Office Cebu - Mobile No. 09153675085 / 0990228913  
 PhilRice Lubzon Office - Tel: (02) 935-6129  
 PhilRice Mindanao Subukid Station - Awasak, Sta. Cruz, 9185, Occidental Mindoro  
 PhilRice Samar Subukid Station - USP Campus, Catarman, SAKI, Northern Samar  
 PhilRice Zamboanga Subukid Station - WMSU Campus, San Ramon, Zamboanga City

**PHILRICE**



**Maligaya, Science City of Muñoz  
3119 Nueva Ecija, Philippines  
Tel. No. (044) 456-0285 loc. 601  
Email: [bdd@philrice.gov.ph](mailto:bdd@philrice.gov.ph)  
Facebook Page: PhilRice Products**

**BERLIN SANS FB DEMI, 66.2PT**

**50kg**

**ARIAL BOLD, 96.13PT**

***Section VIII. Checklist of Technical  
and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class "B" Documents*

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

#### Other documentary requirements under RA No. 9184 (as applicable)

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.