



Philippine Rice Research Institute
Central Experiment Station
Maligaya, Science City of Muñoz, 3119 Nueva Ecija

BIDDING DOCUMENT

FOR THE

SUPPLY AND DELIVERY OF VARIOUS TECHNICAL AND SCIENTIFIC EQUIPMENT

PB 24-02-20

Better Rice Communities.

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Section I. Invitation to Bid



**INVITATION TO BID FOR THE
SUPPLY AND DELIVERY OF VARIOUS TECHNICAL AND SCIENTIFIC EQUIPMENT
PB 24-02-20**

1. The **Philippine Rice Research Institute-Central Experiment Station**, through the **2024 Corporate Fund Budget** intends to apply the sum of **FOUR MILLION EIGHT HUNDRED TEN THOUSAND PESOS ONLY (PhP4,810,000.00)** being the ABC to payments under the contract for the **SUPPLY AND DELIVERY OF VARIOUS TECHNICAL AND SCIENTIFIC EQUIPMENT** under **PB 24-02-20**. 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 above Procurement Project. Delivery of the Goods is required within the period specified in the Schedule of Requirements. 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 **Five Thousand Pesos Only (P5,000.00)**.

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. Prospective bidders need to signify their intention to participate by sending an email to the address given below. A Personal Meeting ID will be sent through SMS or email for each participant at least one day before the event.
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 **05 June 2024 at 2:00 P.M.** 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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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	16 May to 04 June 2024 (except Saturdays, Sundays and Holidays) 08:00AM to 05:00PM	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	16 May to 04 June 2024 (except Saturdays, Sundays and Holidays) 08:00AM to 05:00PM	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	23 May 2024 09:00 A.M.	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 June 04, 2024 until 05:00 P.M.	Through personal delivery or through courier at the BAC Secretariat Office.
Bid Opening	June 05, 2024 02:00 P.M.	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
Telefax: (044) 456-0285 (661)
Mobile No. 0999-2248705
e-mail: bacsecretariat2@philrice.gov.ph

You may visit the following websites:
For downloading of Bidding Documents:
www.philrice.gov.ph and www.philgeps.gov.ph
Date: 15 May 2024

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 **Supply and Delivery of Various Technical and Scientific Equipment** with identification number **PB 24-02-20**.

The Procurement Project (referred to herein as "Project") is composed of *thirteen (13) 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 the **2024 Corporate Fund Budget** in the amount of **FOUR MILLION EIGHT HUNDRED TEN THOUSAND PESOS ONLY (PhP4,810,000.00)**.

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

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 fifty percent (50%) 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.

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 e.
 - 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

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.

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**.

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.

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.
- 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 3 - One Project having several items, which shall be awarded as separate contracts per item.

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. 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, 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**.

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**.

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"> Supply and Delivery of Various Technical and Scientific Equipment or almost the same or similar to our required equipment. Completed within two (2) years prior to the deadline for the submission and receipt of bids, equivalent to at least fifty percent (50%) of the ABC.
	<p>The price of the Goods shall be quoted DDP and deliver to Philippine Rice Research Institute – Central Experiment Station, Brgy. Maligaya, Science City of Munoz, Nueva Ecija or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
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"> The amount of not less than <u>Ninety Six Thousand and Two Hundred Pesos Only (PhP96,200.00)</u> <i>(which is the amount equivalent to two percent (2%) of the ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than <u>Two Hundred Forty Thousand Five Hundred Pesos Only (PhP240,500.00)</u> <i>(which is the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	<p>The name of the Contract is Supply and Delivery of Various Technical and Scientific Equipment</p> <p>The identification number of the Contract is PB 24-02-20.</p>
20.2	<p>Latest income and business tax returns filed and paid through the Bureau of Internal Revenue (BIR) Electronic Filing and Payment System (eFPS) for the last six (6) months</p> <ol style="list-style-type: none"> VAT Returns (BIR Form 2550Q) or Percentage Tax Return (BIR Form 2551Q) with proof of payment Latest Quarterly and Annual Income Tax Returns (BIR Form 1701 or 1702) Latest Audited Financial Statement received by the BIR.
21.2	<p>No additional requirement.</p>

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**.

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.

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 data-bbox="396 189 721 226">Delivery and Documents –</p> <p data-bbox="396 264 1425 433">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 data-bbox="396 470 1425 650">The delivery terms applicable to this Contract are delivered to Philippine Rice Research Institute- Central Experiment Station, Brgy. Maligaya, Science City of Munoz, Nueva Ecija. 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 data-bbox="396 687 1425 755">Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p data-bbox="396 792 1425 892">For purposes of this Clause, the Procuring Entity’s representative at the project site is the Center Director of the Crop Biotechnology Center, Dr. Roel R. Suralta or his authorized representatives.</p> <p data-bbox="396 929 662 961">Incidental Services –</p> <p data-bbox="396 999 1425 1066">The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <div data-bbox="436 1103 1425 1515"><ul style="list-style-type: none">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; ande. 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.</div> <p data-bbox="396 1552 1425 1652">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 data-bbox="396 1689 548 1721">Spare Parts –</p> <p data-bbox="396 1759 1425 1826">The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <div data-bbox="436 1864 1425 2272"><ul style="list-style-type: none">1. 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; and2. in the event of termination of production of the spare parts:<ul style="list-style-type: none">i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; andii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</div>

	<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months of placing the order.</p>
	<p>Packaging –</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>Transportation –</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>

	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>Intellectual Property Rights –</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	Partial payment is not allowed.
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> 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 and tests. 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. 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. 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.

Section VI. Schedule of Requirements

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.

tem no.	Description	Unit	Qty	Total ABC	Division	Delivery Period
1	Single-channel Pipettors	unit	4	480,000.00	CBC	60 calendar days upon receipt of PO/NTP
2	Dual-Channel Portable pH / Conductivity / Ion / ORP meter, dissolved oxygen (DO)	unit	2	480,000.00		
3	Vacuum Concentrator	unit	1	1,200,000.00		
4	Microcentrifuge (non-refrigerated)	unit	2	300,000.00		
5	Top Loading Weighing Scale	unit	2	200,000.00		
6	Waterbath	unit	1	500,000.00		
7	Electronic Pipette (8 channel)	unit	1	250,000.00		
8	Multi-channel Pipettor	unit	1	80,000.00		
9	Sonicator	unit	1	300,000.00		
10	Electronic Laboratory Aspirator	unit	2	170,000.00		
11	Laboratory shaker	unit	1	100,000.00		
12	Shaking Incubator	unit	1	700,000.00		
13	Dehumidifier	unit	1	50,000.00		

TOTAL ABC = P 4,810,000.00

Section VII. Technical Specifications

SECTION VII. Technical Specifications

Item	Specification	Statement of Compliance
		<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 subject to the applicable laws and issuances.]</i>
1.	<p>Four (4) units Single-channel Pipettors (2ul, 20ul, 200ul, 1000ul)</p> <p>Single-channel micropipette; adjustable autoclavable (121 Degrees Celsius, 20min); enhanced UV resistance; with hyper blower system or equivalent, longer second-push stroke, improves dispensing efficiency, easy digital volume setting, convenient single hand locking lever; with tip ejector made of plastic; with non-corrosive ceramic used in the plunger (200uL-1000uL) ejector pipe made of resin material; lightweight; 4-digit volume.</p> <p>Technical specifications per pipettor:</p> <p>Specs (1000 uL) Volume range:100-1000; Increments: 1; Accuracy: 100uL (+1.0%); 500 uL (+0.8%); 1000 uL (+0.7%);</p> <p>Specs (200 uL) Volume range: 20-200; Increments: 0.2; Accuracy: 20uL (+1.0%); 100 uL (+0.8%) 200 uL (+0.8%)</p> <p>Specs (20 uL) Volume range: 2-20; Increments: 0.02; Accuracy: 2uL (+5.0%); 10 uL (+1.0%) 20 uL (+1.0%)</p> <p>Specs (2 uL) Volume range: 0.1-2; Increments: 0.002; Accuracy: +/- 2.00% to +/- 0.40%; 1 uL (+5.0%); 2 uL (+3.0%); Specs (2 uL)</p> <p>Inclusion: 1. Carousel/holder</p>	

	<p>2. With calibration certificate upon delivery</p> <p>3. One-time calibration after one (1) year with Certificate</p> <p>Warranty:</p> <p>1. Parts and Components: two (2) years</p> <p>2. Services: Two (2) years</p> <p>Other requirements:</p> <p>1. The company must be at least 5 years in the business.</p> <p>2. The brand must be at least 5 years in the market (supported by proof of sales)</p>	
2.	<p>Two (2) units pH / Conductivity/ Ion/ ORP Meter, Dissolved Oxygen (DO) (Portable, Dual Channel)</p> <p>Operating Environment: 0 - 40 degrees Celsius; 5 - 85% relative humidity</p> <p>Calibration: maximum 3 points, 4 predefined buffer groups;</p> <p>pH: 0.00-14.00 (resolution: 0.01; Accuracy: +/-0.01);</p> <p>Temperature Conductivity: -5C-105°C;</p> <p>Salinity: 0.00-80.0ppt; mV:-1999 to 1999;</p> <p>Conductivity accuracy: +/- 0.5% maximum value in sub-range</p> <p>Conductivity Range: 0.10uS/cm – 500 mS/cm</p> <p>Power Supply: 4 AA batteries 1.5 V or NiMH accumulator 1.3 V</p> <p>Dimension: 12 x 10 x 3 inches; 2 Pounds</p> <p>Inclusion:</p> <p>1. Spare pH probe</p> <p>2. Calibration Buffer</p> <p>3. Hard Case (Plastic)</p> <p>4. With calibration certificate</p> <p>Warranty:</p> <p>1. Parts and Components: two (2) years</p> <p>2. Services: One (1) year</p> <p>Other requirements:</p> <p>1. The company must be at least 5 years in the business</p> <p>2. The brand must be at least 5 years in the market (supported by proof of sales etc.)</p>	
3.	<p>One (1) unit Vacuum concentrator</p> <p>- Comes in 3 system configurations</p> <p>- Extremely quiet operation <50 dB(A)</p> <p>Chemical-resistant, maintenance-free</p> <p>PTFE diaphragm pump eliminates the need for changing pump oil</p> <p>- Small footprint saves valuable bench space</p>	

	<ul style="list-style-type: none">- Wide variety of 15 different rotor options to accommodate tubes from 0.2 mL to 50 mL, microplates and PCR plates- Motorless induction drive and chemical-resistant, stainless steel chamber for trouble-free operation- Can be connected with most commercially available cold traps for use with vapors- Coated lid with superior chemical resistance <p>Specifications: Vacuum: 20 hPa (20 mbar) Sample capacity: maximum 144 vessels / 2 microplates Fixed speed: 1400 rpm volume capacity: 0.2 to 50 mL Product type: Centrifuges Port to connect external devices to vacuum pump: No Power supply: 230 V, 50 to 60 Hz Max. power consumption: 350 W Dimensions (W x D x H): 33 x 58 x 29 cm/ 12.6 x 20.9 x 11.7in) Product weight: 31.5 kg /68.3 lb Pump with integrated diaphragm vacuum pump</p> <p>Has the following declaration of conformity to the Relevant directives/standards:</p> <ul style="list-style-type: none">- 2006/42/EC: EN ISO 12100- 2014/35/EU: EN 61010-1, EN 61010-2-010, EN 61010-2020- IEC 61010-2-010, IEC 61010-2-020- UL 61010-1, CAN/CSA C22.2 No. 61010-1- 2014/30/EU: EN 61326-1, EN 55011- 47 CFR FCC part 15- 2011/65/EU: EN 50581 <p>Certificate of Compliance for the following:</p> <ul style="list-style-type: none">- Standard(s) for Safety: UL 61010-1, 3rd Edition;- CAN/CSA-C22.2 No. 61010-1-12, 3rd Edition,- Additional Standards: IEC 61010-2-010: 2014 (Third Edition)- IEC 61010 2-020: 2016 (Third Edition) <p>Inclusions:</p> <ul style="list-style-type: none">- 48 x 1.5/2.0 mL fixed-angle rotor- Rotor 2xMTP Plate (A-2-VC) F/CONC/VACUF- Rotor A-2-VC, 2 x 96x0.2 ml- One-time user training for basic operation and troubleshooting- One (1) Preventive Maintenance after 1 year after delivery- With compatible AVR/UPS <p>Warranty: 1. Parts and Components: two (2)</p>	
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	<p>years</p> <p>2. Services: Two (2) years</p> <p>Other requirements:</p> <ol style="list-style-type: none">1. The company must be at least 5 years in the business2. The brand must be at least 5 years in the market (supported by proof of sales etc)3. With a certificate of availability of spare parts for the next five (5) years	
4.	<p>Two (2) unit Microcentrifuge (Non-refrigerated)</p> <p>Micro Centrifuge Net weight: 23.1lb (10.5kg)</p> <p>Capacity: 24 x 1.5/2mL,</p> <p>Max Speed: 13,000 rpm,</p> <p>Max RCF: 21m100 x g</p> <p>Noise Level: 56dbA,</p> <p>Temperature Range: Ambient Temperature (25-30 C)</p> <p>Certification/Compliance: CSA, CE, IVD</p> <p>Type: Benchtop Centrifuge</p> <p>Includes:</p> <ul style="list-style-type: none">- 24 x 1.5/2.0mL rotor with ClickSeal Biocontainment lid, Ventilated,- Electrical Requirements : 230V 50/60Hz, ,- Wattage : 230W,- Run Time: 1 to 99min (1 min increments);- Hold, Standards: IEC, 61010-1, IEC 61010-2-020,- Dimensions (HWD): 8.9 x 9.6 x 13.8in (22.5 x 24.3 x 35.2cm) <p>Inclusions:</p> <ul style="list-style-type: none">- 1 unit of compatible UPS- 1 unit with compatible AVR- microcentrifuge tubes adapter (8 x set of 6 pcs for 0.5mL tube)- One-time user training for basic operation and troubleshooting- One (1) time Preventive Maintenance and calibration with certificate 1 year after delivery- Calibration Certification upon delivery <p>Warranty:</p> <ol style="list-style-type: none">1. Parts and Components: Two (2) years <p>Other requirements:</p> <ol style="list-style-type: none">1. The company must be at least 5 years in the business2. The brand must be at least 5 years in the market (supported by proof of sales etc)3. With a certificate of availability of spare parts for the next five (5) years	

5.	<p>Two (2) units Top Loading Weighing Scale (Unit Mass Sensitivity)</p> <ul style="list-style-type: none"> - Accurate and reliable - 2200g capacity, - 0.01g readability, - repeatability 0.007g, - minimum weight 1.4g, - maximum weight: 2200g - 4.5 inch color touchscreen, - fully automatic internal adjustment, - 3 interfaces, - 8 built-in applications, - overload protection, metal base. <p>Inclusions:</p> <ul style="list-style-type: none"> - One (1) time Preventive Maintenance and calibration with certificate 1 year after delivery - Calibration Certification upon delivery <p>Warranty:</p> <ol style="list-style-type: none"> 1. Parts and Components: Two (2) Years 2. Services: Two (2) years 	
6.	<p>One (1) unit Waterbath</p> <p>Heating Waterbath,</p> <ul style="list-style-type: none"> - 28L capacity, - Dimensions: 15.4 x 21.8 x 11.1 in, - with monochrome LCD, - heating capacity: 1200W - includes Clear Polycarbonate cover, with temperature controller (gable cover) - Temperature Stability: +/- 0.1degree Celsius, - Temperature Uniformity: +/- 0.2 degree Celsius -Temperature Range: 20 to 100 degree Celsius -With built-in timer <p>Inclusions:</p> <ul style="list-style-type: none"> - with floaters (12 x 24 tubes for 1.5ml tube capacity) - compatible AVR anti-surge - One (1) time Preventive Maintenance and calibration with certificate 1 year after delivery - Calibration Certification upon delivery <p>Warranty:</p> <ol style="list-style-type: none"> 1. Parts and Components: Two (2) years 2. Services: Two (2) years 	
7.	<p>One (1) unit Electronic Pipette (8 channel, 0.50 - 10uL,)</p> <ul style="list-style-type: none"> - 8-channel, variable volume - 0.5 to 10 uL, medium gray 100 to 240 V +/-10 %, 50 to 60 Hz Electronic air-cushion 	

	<p>pipette reaching new levels of simplicity, precision and reproducibility</p> <ul style="list-style-type: none">- Intuitive handling via multi-function rocker with up-is-up (aspiration) and down-is-down (dispensing) logic and selection dial to access all pipetting modes <p>Self-explanatory color display without cluttered submenus and with ergonomic viewing angle for optimal readability in every position</p> <ul style="list-style-type: none">- Powerful rechargeable battery for up to 8 hours of use & work can continue while charging via power socket-Pre-programmed and individual adjustment to external conditions (e.g. geographic height, liquids with high density, elongated tips)-Autoclavable lower parts for easy decontamination (all models, incl. Move It)- Display language: English <p>Operating Mode: Automatic Dispensing. Automatic dispensing of liquid in equal partial volumes at user defined time intervals with lock mechanism</p> <p>Inclusion:</p> <ul style="list-style-type: none">- Compatible battery- Compatible Tips- One (1) time Preventive Maintenance and calibration with certificate 1 year after delivery- Calibration Certification upon delivery <p>Warranty:</p> <ol style="list-style-type: none">1. Parts and Components: Two (2) years2. Services: Two (2) years	
8.	<p>One (1) unit Multichannel Pipettor</p> <ul style="list-style-type: none">- Multi-channel micropipette- autoclavable (121 Degrees Celsius, 20min);- enhanced UV resistance;- with lock mechanism for volume setting;- durable body; with ejector; with nozzle for easy tip fitting; with revolving handle (360C);- suitable for 96 well-plate;- 4-digit volume <p>12 channel (0.5-10uL): Volume range:.5-10uL; Increments: .01uL; Accuracy: 10uL (+2.0%); Precision (+1.0%);</p> <p>With lock mechanism</p> <p>Inclusions:</p> <ul style="list-style-type: none">- One (1) time Preventive Maintenance and calibration with certificate 1 year after delivery- Calibration Certification upon	

	<p>delivery</p> <p>Warranty:</p> <ol style="list-style-type: none"> 1. Parts and Components: Two (2) years 2. Services: Two (2) years 	
9.	<p>One (1) unit Sonicator</p> <p>Ultrasonic cleaner Capacity: 20-30L Adjustable Frequency: from 45- 80 KHz, Time range: 1-480 min Heating Temp: 0-80C, Ultrasonic Power: 800W Tank size: 500 x 300 x 180 mm with gross weight of 104 kg</p> <p>Inclusion:</p> <ul style="list-style-type: none"> - with compatible AVR anti-surge - One (1) time Preventive Maintenance - <p>Warranty:</p> <ol style="list-style-type: none"> 1. Parts and Components: Two (2) years 2. Services: Two (2) years 	
10.	<p>Two (2) units Electronic Laboratory Aspirator</p> <ul style="list-style-type: none"> - Quiet, maintenance-free, pump inside a sturdy yet compact base, - fully adjustable vacuum pressure with display - 1x 1 liter polycarbonate collection bottles (autoclavable, break resistant) - antibacterial/hydrophobic filter; silicone tubing, handheld vacuum pipette, 2 pipette cone adapters - For removing gases or liquids by suction to obtain desired biological samples (ex. DNA/ RNA pellets); - Useful in fast removal of supernatant during DNA/ RNA extraction, and protein precipitation; <p>Electrical Requirement: 240 V Motor Requirements:</p> <ul style="list-style-type: none"> - One (1) time Preventive Maintenance and calibration with certificate 1 year after delivery - Calibration Certification upon delivery <p>Warranty:</p> <ol style="list-style-type: none"> 1. Parts and Components: Two (2) years 2. Services: Two (2) years 	
11.	<p>One (1) unit Laboratory Shaker</p> <p>Max load capacity: 2.5kg; with platform; Speed range: 50-800rpm; with detachable rack for 15ml and 50 ml</p>	

	<p>conical tubes, flask and beaker; Speed Display: LCD Motion: circular / orbital</p> <p>Inclusion:</p> <ul style="list-style-type: none"> - One (1) time Preventive Maintenance and calibration with certificate 1 year after delivery - Calibration Certification upon delivery <p>Warranty:</p> <ol style="list-style-type: none"> 1. Parts and Components: Two (2) years 2. Services: Two (2) years 	
12.	<p>One (1) unit Shaking Incubator</p> <p>Temperature range 2.5cu Ft /71 liters Chamber Volume, Ambient +5° to 80 degree Celsius Temperature Range ambient Motion: circular/Orbital</p> <p>Chamber Dimensions (WxDxH): 17.4 x 15.6 x 16in (44.2 x 39.6 x 40.6cm)</p> <p>External Dimensions (WxDxH): 22.6 x 21.4 x 25 in (57.4 x 54.4 x 63.5cm)</p> <p>Inclusions: With 1pc - Shaking platform pre-drilled for flask clamps 9pcs - Flask clamp, 250ml; 5pcs - Flask clamp, 500ml; 4pcs - Flask clamp, 1000ml; 1pc - Automatic Voltage Regulator (AVR), 1500watts 5KVA, 1 pc - Uninterrupted Power Supply (UPS), 3KVA</p> <ul style="list-style-type: none"> - One-time basic training on operations and troubleshooting - One (1) time Preventive Maintenance and calibration with certificate 1 year after delivery - Calibration Certification upon delivery <p>Warranty:</p> <ol style="list-style-type: none"> 1. Parts and Components: Two (2) years 2. Services: Two (2) years <p>Other requirements:</p> <ol style="list-style-type: none"> 1. The company must be at least 5 years in the business 2. The brand must be at least 5 years in the market (supported by proof of sales) 	
3.	<p>One (1) unit Portable Dehumidifier</p> <p>Tank Capacity: 5.1L Frequency: 50hz – 60hz Applying area: 35-80 cubic meter</p>	

	Humidity removal capacity: 30L/24h Refrigerant: R134A Power Supply: Standard 220V - With active carbon filter - LED Display, indicates humidity - With drain for continuous drainage function Warranty: One (1) year	
Other Requirements: 1. <i>Soft copy of Section VII. Technical Specifications to be emailed one day after the opening of bids or included in the bidding documents saved in CD or USB.</i>		

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date

***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.