

PHILIPPINE BIDDING DOCUMENTS

ONE (1) LOT SUPPLY AND DELIVERY OF XRF MACHINE PB 24-04-50

**Sixth Edition
July 2020**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations3

Section I. Invitation to Bid.....6

Section II. Instructions to Bidders.....9

1. Scope of Bid 10

2. Funding Information..... 10

3. Bidding Requirements 10

4. Corrupt, Fraudulent, Collusive, and Coercive Practices..... 10

5. Eligible Bidders..... 10

6. Origin of Goods 11

7. Subcontracts 11

8. Pre-Bid Conference 11

9. Clarification and Amendment of Bidding Documents 11

10. Documents comprising the Bid: Eligibility and Technical Components 11

11. Documents comprising the Bid: Financial Component 12

12. Bid Prices 12

13. Bid and Payment Currencies 13

14. Bid Security 13

15. Sealing and Marking of Bids 13

16. Deadline for Submission of Bids 13

17. Opening and Preliminary Examination of Bids 13

18. Domestic Preference 14

19. Detailed Evaluation and Comparison of Bids 14

20. Post-Qualification 14

21. Signing of the Contract 14

Section III. Bid Data Sheet16

Section IV. General Conditions of Contract19

1. Scope of Contract 20

2. Advance Payment and Terms of Payment 20

3. Performance Security 20

4. Inspection and Tests 20

5. Warranty 20

6. Liability of the Supplier 21

Section V. Special Conditions of Contract22

Section VI. Schedule of Requirements26

Section VII. Technical Specifications28

Section VIII. Checklist of Technical and Financial Documents29

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



**INVITATION TO BID FOR THE
ONE (1) LOT SUPPLY AND DELIVERY OF XRF MACHINE PB 24-04-50**

1. The **DA-Philippine Rice Research Institute-Central Experiment Station**, through the **2024 Corporate Fund Budget** intends to apply the sum of **Two Million Nine Hundred Seventy Five Thousand Pesos Only (₱2,975,000.00)** being the ABC to payments under the contract for **PB 24-04-50**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DA-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 *DA-PhilRice CES* and inspect the Bidding Documents through the BAC Secretariat- Procurement Management Division at Philippine Rice Research Institute, Brgy. Maligaya, Science City of Muñoz, Nueva Ecija during Mondays to Fridays, except holidays from 8:00 A.M. to 5:00 P.M.
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 **Three Thousand Five Hundred Pesos Only (₱3,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either by facsimile, or through other electronic means.
6. The **DA-Philippine Rice Research Institute-Central Experiment Station** will hold a Pre-Bid Conference on December 02, 2024, 2:00 P.M. at the BAC Secretariat-Procurement Management Division Office, Philippine Rice Research Institute, Brgy. Maligaya, Science City of Muñoz, Nueva Ecija, and/or through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) **manual submission** at the office address indicated below on or before **December 16, 2024; 10:00 A.M.** 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 **December 16, 2024 at 02:15 P.M.** at the given address below and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Better Rice Communities

Email: prri.mail@mail.philrice.gov.ph **Text Center:** (+63) 917-111-7423

Websites: www.philrice.gov.ph, www.pinoyrice.com

Social Media: web.facebook.com/DAPhilRice

Liaison Office: 3rd Floor, ATI building, Elliptical Road, Diliman, Quezon City

Mobile No.: (+63)928-915-9628



10. Refer to the following bidding activities:

Advertisement/Posting of Bidding Document/Invitation to Bid	22 November to 16 December 2024
Issuance and Availability of Bidding Document	22 November to 16 December 2024
Pre-Bid Conference	02 December 2024, 2:00 P.M. via Zoom
Last day of Submission of Written Clarification	04 December 2024
Last day of Issuance of Bid Bulletin	06 December 2024
Deadline for Submission and Receipt of Bids	16 December 2024, 10:00 A.M.
Opening of Bids	16 December 2024, 02:15 P.M. (Face to face or via Zoom)

11. The **DA-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.

12. For further information, please refer to:
BAC Secretariat
Procurement Management Division
Philippine Rice Research Institute
Maligaya, Science City of Munoz, Nueva Ecija
Mobile No. 0999-2248705
e-mail: bacsecretariatprri@gmail.com/bacsecretariat2@philrice.gov.ph
You may visit the following websites:



For downloading of Bidding Documents:
www.philrice.gov.ph/www.philgeps.gov.ph

Date: 21 November 2024

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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *DA- Philippine Rice Research Institute-Central Experiment Station* wishes to receive Bids for the **One (1) Lot Supply and Delivery of XRF Machine** with identification number PB 24-04-50.

The Procurement Project (referred to herein as “Project”) is composed of one (1) item, 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 Corporate Fund Budget* in the amount of **Two Million Nine Hundred Seventy-Five Thousand Pesos Only (₱2,975,000.00)**.

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. Foreign ownership limited to those allowed under the rules may participate in this Project.

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 Non-expendable Supplies and Services: 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.

- 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 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 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**.

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 Declaration¹ 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 deadline of submission 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.

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 Entity's 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 14 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

- 20.2. 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, 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**.
- 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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Those contracts that are classified as, or similar but not limited to, those listed under Section VII. "XRF Machine and/or Technical and Scientific Equipment"</p> <p>b. completed within two (2) years prior to the deadline for the submission and receipt of bids.</p>								
7.1	<p>Subcontracting is not allowed.</p> <p>Clause 7.2 of the ITB is not applicable.</p>								
12	<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> <table><tr><th>Lot No.</th><th>Item/Description</th><th>Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)</th><th>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</th></tr><tr><td>1</td><td>XRF Machine</td><td>₱59,500.00</td><td>₱148,750.00</td></tr></table>	Lot No.	Item/Description	Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	1	XRF Machine	₱59,500.00	₱148,750.00
Lot No.	Item/Description	Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)						
1	XRF Machine	₱59,500.00	₱148,750.00						
19.3	<p>The NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder:</p> <table><tr><th>Lot No.</th><th>Quantity</th><th>Item/Description</th><th>ABC</th></tr><tr><td>1</td><td>Lot</td><td>XRF Machine</td><td>₱2,975,000.00</td></tr></table>	Lot No.	Quantity	Item/Description	ABC	1	Lot	XRF Machine	₱2,975,000.00
Lot No.	Quantity	Item/Description	ABC						
1	Lot	XRF Machine	₱2,975,000.00						
20.2	<p>For post-qualification purposes, the following <i>must be submitted (to be included in the financial proposal)</i>:</p> <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 prior to the opening of bids</p> <p>a. VAT Returns (BIR Form 2550Q) or Percentage Tax Return or BIR Form 2551Q) with proof of payment for the last six (6) months.</p>								

	<div>b. Latest Quarterly and Annual Income Tax Returns (BIR Form 1701 or 1702)</div> <div>c. Latest Audited Financial Statement received by the BIR.</div>
21.2	No further instructions.

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 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 VII (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>The Delivery site:</p> <p>PhilRice Warehouse, Philippine Rice Research Institute, Maligaya, Science City of Munoz, Nueva Ecija</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. 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 is the Center Director from the Crop Biotechnology Center, Dr. Roel Suralta, or his authorized representatives.</p> <p>Incidental Services –</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> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. 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
	<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</p>

	destination and the absence of heavy handling facilities at all points in transit.
	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
	<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>
	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> <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 data-bbox="365 191 1071 236">The inspections and tests that will be conducted are</p> <ul style="list-style-type: none"><li data-bbox="511 261 1388 560">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.<li data-bbox="511 560 1388 784">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 data-bbox="511 784 1388 1059">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 data-bbox="511 1059 1388 1246">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.
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Section VI. Schedule of Requirements

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

Item no.	Description	Unit	Qty	Total ABC	Division	Delivery Period
1	X-ray Fluorescence Machine (XRF)	unit	1	2,975,000.00	CBC	30 60 calendar days upon receipt of PO/NTP

Section VII. Technical Specifications

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Item	Specification	Statement of Compliance
		<p><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></p>
1	<p>One (1) Lot Supply and Delivery of X-Ray Fluorescence Machine (XRF)</p> <p>Specifications:</p> <ul style="list-style-type: none"> • at least 4W Rhodium window X-Ray tube, wide range X-Ray Generator 6-50 kV, with 200µA maximum current • Graphene window silicon drift detector (SDD), at least 20 mm² detector area, typical resolution < 145 eV at 450,000 cps • Detector shield to protect against puncture • Detection of elements from magnesium (Mg) to uranium (U). • At least five (5) automatic position primary beam filter changer • Light weight, at most 7.5 kg (15.6 lbs.) • Safety interlocked and completely sealed sample compartment with no leakage radiation • Optimized optical beam path for precise 8mm beam spot • Industrial grade stainless steel construction/body • Easy access front embedded display, at least 9.4 cm (3.7 in), TFT-LCD or OLED, at least 640 × 480 pixels, color, resistive touchscreen or equivalent touchscreen • Analysis time: less than 3 sec. for standard alloys and less than 16 	<p>Portable</p> <p>EPA Test method for soil</p> <p>CRM Standard for application?</p> <p>calibration</p>

	<p>sec. for alloys containing light elements</p> <ul style="list-style-type: none">• The machine can be operated remotely through a control system utilizing a USB and personal computer. <p>Inclusions:</p> <ul style="list-style-type: none">• One (1) high-performance replaceable Li-Ion battery with smart charger• USB drive for data storage and reporting• Software for data reporting, qualitative spectral analysis, live spectrum functionality, flexible grade table, user field editor and remote instrument control• Calibration for food materials (cellulose matrix), built using at least 100 reference points• Calibration for plant root, stem, and leaf materials (cellulose matrix), built using at least 15 reference points• Software for onsite empirical calibration of XRF spectrometer• At least twenty-five (25) spare protective windows• Manuals and safety video• Hard transport case, with automatic pressure equalization valve, fold-down over-molded handle, stainless steel padlock protectors, quiet rolling stainless-steel bearing wheels, waterproof, crushproof, dustproof, at least IP67• Sample Cups<ul style="list-style-type: none">- At least 8mm inner diameter- At most 40mm outer diameter double open ended, with cap- At least 300pcs• Polypropylene film<ul style="list-style-type: none">- At most 4 microns thick- At least 3 in by 300 ft per roll- At least 3 rolls• 8mm collimator (spot) size (ideal setup for bulk samples)• Heavy metals in soil, dual phase calibration for environmental compliance and elemental nutrients in soil. Includes powdered check sample• Application Package for Nutrients and Fortificants in Foodstuff. Includes powdered check sample	
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	<ul style="list-style-type: none">• Dual phase calibration for nutrients and heavy metals in dried plant materials. Includes powdered plant material check sample• Application for solid fertilizer materials. Dual phase calibration for common light and heavy element nutrients in fertilizers, excluding nitrogen. Includes powdered check sample• Calibration for brown rice and milled rice flour built using at least 200 reference points (for Fe and Zn measurement) <p>Warranty:</p> <ul style="list-style-type: none">• One (1) year warranty <p>Evidences required:</p> <ol style="list-style-type: none">1. Certificate as authorized distributor or exclusive dealer of the brand for at least five (5) years coming from the principal.2. Certificate of training of service engineers/technicians authorized to conduct after sales service issued by the principal supplier for the particular model and brand being offered.3. Certificate and proof of existence of the product in the local market.4. The supplier shall declare, that requirements concerning longer-life of the products are met by providing warranty certificates, and guarantees on the availability of replacement parts for at least five (5) years after end of production and sale.5. Proof of good product quality, reliability of performance, and without prior issue of malfunction or failure of major parts within the standard warranty period.	
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	<p>Important Notice:</p> <p>The supplier must provide evidence that the specifications are met through submission of brochure and complete technical specifications (SEPARATE DOCUMENT, use your company letterhead) indicating ALL the technical specifications of the product being offered, but not limited to Brand, Model, Place of Origin, Features, Inclusions & Warranty.</p> <p>NON-SUBMISSION of the complete technical specifications can lead to improper evaluation of your offer and rejection of bids. The bidder shall not be allowed to submit additional documents to correct any defects in the bid submitted.</p>
	*****nothing follows*****

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.