

PHILIPPINE BIDDING DOCUMENTS

CITEM

(Center for International Trade Expositions and Missions)

PROCUREMENT OF CONTENT PRODUCER FOR THE DEPARTMENT OF TRADE AND INDUSTRY- REGIONAL OPERATIONS GROUP CONTENT CREATION PROJECT

Government of the Republic of the
Philippines

**Sixth Edition
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Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	5
Section II. Instructions to Bidders.....	7
1. Scope of Bid	7
2. Funding Information.....	7
3. Bidding Requirements	7
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	7
5. Eligible Bidders.....	7
6. Origin of Goods	7
7. Subcontracts	7
8. Pre-Bid Conference	8
9. Clarification and Amendment of Bidding Documents	8
10. Documents comprising the Bid: Eligibility and Technical Components	8
11. Documents comprising the Bid: Financial Component	8
12. Bid Prices	8
13. Bid and Payment Currencies	9
14. Bid Security	9
15. Sealing and Marking of Bids	9
16. Deadline for Submission of Bids	9
17. Opening and Preliminary Examination of Bids	9
18. Domestic Preference	10
19. Detailed Evaluation and Comparison of Bids	10
20. Post-Qualification	10
21. Signing of the Contract	10
Section III. Bid Data Sheet	11
Section IV. General Conditions of Contract	12
1. Scope of Contract	12
2. Advance Payment and Terms of Payment	12
3. Performance Security	12
4. Inspection and Tests	12
5. Warranty	12
6. Liability of the Supplier	12
Section V. Special Conditions of Contract	13
Section VI. Schedule of Requirements	16
Section VII. Technical Specifications	19
Section VIII. Checklist of Technical and Financial Documents	24

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 HIRING OF CONTENT PRODUCER FOR THE DEPARTMENT OF TRADE AND INDUSTRY – REGIONAL OPERATIONS GROUP CONTENT CREATION PROJECT

1. The *Center for International Trade Expositions and Missions (CITEM)*, through the *Philexport Funding (2022)* intends to apply the sum of **Nine Million Nine Hundred Thirty-Six Thousand Five Hundred Pesos (Php 9,936,500.00)** being the ABC to payments under the contract for **Hiring of Content Producer for the Department of Trade and Industry - Regional Operations Group Content Creation Project**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Center for International Trade Expositions and Missions (CITEM)* now invites bids for the above Procurement Project. Delivery of the Goods is required *six months from the awarding of contract*. Bidders should have completed, within **three (3) 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.
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 *Center for International Trade Expositions and Missions (CITEM)* and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00am – 5:00pm*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **03 June 2022** from the given address and website(s) below 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 (Php5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through electronic means*. *Payment shall be made thru CITEM Bank Account below, a copy of bank deposit slip should be emailed to the BAC Secretariat:*
 - Bank : Landbank of the Philippines
 - Account Name : CITEM
 - Account Number : 1772 1038 63
 - Bank Address : LBP Century Park (Harrison Plaza) Branch
 - Swift Code : TLBPPHMM
6. The **Center for International Trade Expositions and Mission (CITEM)** will hold a Pre-Bid Conference on **14 June 2022, 2:00PM via Zoom** which shall be open to prospective bidders. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access the conference:
<https://zoom.us/j/8549547139>
854 954 7139
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **28 June 2022, 2:00PM**. **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 **28 June 2022, 2:00PM via Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access the conference:

<https://zoom.us/j/8549547139>

854 954 7139

10. The **Center for International Trade Expositions and Mission (CITEM)** 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. For further information, please refer to:

CITEM-BAC Secretariat

Center for International Trade Expositions and Missions

Golden Shell Pavilion

Roxas Blvd. Cor. Sen. Gil Puyat Ave., Pasay City

Tel no. +63(2) 8-831-2201 loc. 294/309

Email: citembac@citem.com.ph

Website: www.citem.com.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://citem.gov.ph/procurement/invitation-to-bid>

03 June 2022



ATTY. ANNA GRACE I. MARPURI
Chairman, CITEM-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Center for International Trade Expositions and Missions (CITEM)* wishes to receive Bids for the **Hiring of Content Producer for the Department of Trade and Industry - Regional Operations Group Content Creation Project**, with identification number **CITEM-2022-0057**.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, 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 2022 in the amount of **Nine Million Nine Hundred Thirty-Six Thousand Five Hundred Pesos (Php 9,936,500.00)**.

2.2. The source of funding from PHILEXPORT funding.

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:

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.

Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through Zoom 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 **three (3) 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.
- v. 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 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 until **120 calendar days upon 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.

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 One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

20.1. 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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Content Producer from similar industries such as videography, photography, multimedia, advertising etc. b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	The Procuring Entity has prescribed that supplier may engage creative teams for the project.
12	The price of the Goods shall be quoted DDP Golden Shell Pavilion Roxas Boulevard cor. Sen. Gil J. Puyat, Pasay City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php 198,730.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 496,825.00 if bid security is in Surety Bond.
19.3	<i>This project is being bid as a single lot.</i>
20.1	<i>No additional documents.</i>
21.2	<i>No additional documents.</i>

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

GCC Clause	
1	<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: The delivery terms applicable to this Contract are delivered at <i>Golden Shell Pavilion Roxas Boulevard cor. Gil J. Puyat, Pasay City</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.” Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Katrina C. Pineda, Business Development Manager or Peter Joseph G. Tapang, Business Development Officer</i></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> <ol style="list-style-type: none"> a. Coordinate/handle the shipment of products used in the photo shoot back to the company’s designated address of delivery; b. Provide 3TB hard drive for the storage of project outputs c. Provide a counterpart cloud storage for the project outputs; <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>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. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions 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</p>

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.

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.

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.

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.

Intellectual Property Rights –

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.

OWNERSHIP

DTI shall have exclusive ownership and discretion for the use of the content to be produced from this project, with DTI-ROG as main repository agency of the outputs. Any request for the use of photos from within and outside DTI shall be officially expressed in writing to DTI-ROG.

2.2

The terms of payment shall be as follows:

The proposed payment scheme for the project will be billed progressively upon the completion of the following milestones. To process the payment, the supplier must submit the approved materials in a hard disk drive (HDD) or provide a cloud storage link wherein the digital files are stored.

Milestone	Payment	Timeline
Submission and approval of: <ul style="list-style-type: none"> a. All raw photos of 200 companies b. Submission of cloud storage with specified folders for exhibitors c. Initial batch of copies submitted 	40%	September – November 2022
Submission, approval, and turnover of: <ul style="list-style-type: none"> a. All final artworks of 200 companies b. All photo assets c. All files uploaded via cloud storage address link d. All edited and finalized copies for the product descriptions and company profile e. Up to 3TB External Hard Drive and/or cloud storage containing all output and assets delivered to CITEM f. Post-event Report 	60%	November – December 2022
Total	100%	

Other terms and conditions including penalties:

Conditions	Actions	Remarks
1. No applicants	Cancelled contract	DTI-ROG to lead the campaign and selection of

			companies with CITEM providing necessary support to the above initiative.
	2. Changes in the list of beneficiaries	Provide a notice to the supplier for updates to the list such as but not limited to additional from the original list, removal of beneficiaries, replacement to the existing beneficiaries, etc.	
	3. Does not meet the above indicated number of companies (200) and was not able to provide an alternative exhibitor	CITEM Management will compensate the Content Producer based on the actual number of photos produced from the number of companies they served.	Unit cost per photo output x no. of photos produced = Payment the Supplier shall receive
	4. Force majeure / Procuring Entity Decision	CITEM Management will compensate the Content Producer based on the number of companies they served.	Cost of shoot per company x no. of companies serviced = Payment the Supplier shall receive
	5. CITEM rejects output due to standard and quality issues	<p>CITEM reserves the right to accept or exclude output that does not meet standards set by the team and as agreed upon with the Supplier.</p> <p>Supplier will be given the chance to edit or revise their output before a decision will be made.</p> <p>a. Catalog (dropout) photography: Supplier must present photos that are already processed and follows the required styles and angles.</p> <p>Deductions will be based on the number of outputs rejected times the unit cost.</p>	<p>Should the revised output be rejected with finality, deductions will be made following these examples:</p> <p>Dropout photos (example): 3 photos out of 120 total dropout photos per exhibitor rejected x unit cost per photo = Amount to be deducted from the final payment</p>
4	The inspections and tests that will be conducted are <i>completion report</i> . Must provide sample shots for inspection prior to proceeding with actual photoshoot.		

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.

The winning bidder must deliver the expected output six (6) months from the issuance of Notice to Proceed (NTP) and signing of the contract or until such time the undertakings have been fully delivered and executed, whichever comes later.

The schedule listed can be adjusted accordingly based on succeeding coordination meetings with the aim of implementing the project efficiently. Actual timeline subject to final timetable to submitted by winning supplier.

	PROJECT COMPONENTS	SCHEDULE
CITEM	Onboard supplier/s	2 nd - 3 rd quarter of 2022
Supplier	Submit Content calendar, photography concepts and shoot schedule	
CITEM	Approve initial content calendar and photography concepts	
DTI-ROG / CITEM/ Supplier	Organize pre-production meeting with supplier and DTI-ROG (<i>establish concept</i>) <i>*includes approval of photographers, location, props, and models</i>	
CITEM	Pre-production meeting with CITEM /ED to approve initial concepts and finalize approval	
CITEM/Supplier	Pre-production with supplier (<i>discussion on approved concepts</i>)	
CITEM/Supplier	Pre-production to present final concepts to ED	
DTI-ROG / CITEM/ Supplier	Deliver exhibitor products and conduct shoot in studio locations in Luzon, Visayas, Mindanao	
LUZON – 97 companies		
Day 1	6 companies up to 24 products x 5 angles / per company	
Day 2	6 companies up to 24 products x 5 angles / per company	
Day 3	6 companies up to 24 products x 5 angles / per company	
Day 4	6 companies up to 24 products x 5 angles / per company	
Day 5	6 companies up to 24 products x 5 angles / per company	
Day 6	6 companies up to 24 products x 5 angles / per company	
Day 7	6 companies up to 24 products x 5 angles / per company	
Day 8	5 companies up to 24 products x 5 angles / per company	
Day 9	5 companies up to 24 products x 5 angles / per company	
Day 10	5 companies up to 24 products x 5 angles / per company	
Day 11	5 companies up to 24 products x 5 angles / per company	
Day 12	5 companies up to 24 products x 5 angles / per company	
Day 13	5 companies up to 24 products x 5 angles / per company	
Day 14	5 companies up to 24 products x 5 angles / per company	
Day 15	5 companies up to 24 products x 5 angles / per company	
Day 16	5 companies up to 24 products x 5 angles / per company	
Day 17	5 companies up to 24 products x 5 angles / per company	
Day 18	5 companies up to 24 products x 5 angles / per company	
VISAYAS – 47 companies		
Day 1	6 companies up to 24 products x 5 angles / per company	
Day 2	6 companies up to 24 products x 5 angles / per company	
Day 3	5 companies up to 24 products x 5 angles / per company	
Day 4	5 companies up to 24 products x 5 angles / per company	
Day 5	5 companies up to 24 products x 5 angles / per company	
Day 6	5 companies up to 24 products x 5 angles / per company	
Day 7	5 companies up to 24 products x 5 angles / per company	
Day 8	5 companies up to 24 products x 5 angles / per company	
Day 9	5 companies up to 24 products x 5 angles / per company	

MINDANAO – 56 companies		3 rd quarter – 4 th quarter of 2022 (Simultaneous shoot in Luzon, Visayas and Mindanao)
<i>Day 1</i>	6 companies up to 24 products x 5 angles / per company	
<i>Day 2</i>	5 companies up to 24 products x 5 angles / per company	
<i>Day 3</i>	5 companies up to 24 products x 5 angles / per company	
<i>Day 4</i>	5 companies up to 24 products x 5 angles / per company	
<i>Day 5</i>	5 companies up to 24 products x 5 angles / per company	
<i>Day 6</i>	5 companies up to 24 products x 5 angles / per company	
<i>Day 7</i>	5 companies up to 24 products x 5 angles / per company	
<i>Day 8</i>	5 companies up to 24 products x 5 angles / per company	
<i>Day 9</i>	5 companies up to 24 products x 5 angles / per company	
<i>Day 10</i>	5 companies up to 24 products x 5 angles / per company	
<i>Day 11</i>	5 companies up to 24 products x 5 angles / per company	
TOTAL OF 200 companies		
Supplier (Copywriting)	Write and submit product descriptions and company profile of up to 200 companies <i>Note:</i> <ul style="list-style-type: none"> • <i>Writing shall begin once all products have been shot to determine actual products that need copies.</i> • <i>This assumes there is more than 1 copywriter.</i> 	3 rd - 4 th quarter of 2022
CITEM	Review and approve copies in batches	
Supplier	Supplier to submit FA photos of products / product description and company description	

I hereby commit to comply and deliver all the above requirement in accordance with the above stated schedule.

Name of Company/Bidder
Date

(Signature Over Printed Name)
Bidder/Authorized Representative

Section VII. Technical Specifications

BACKGROUND

Anchored on DTI's mission to promote digitalization among MSMEs, different agencies within the department-initiated programs that will ensure that Philippine enterprises are able to pursue a path towards innovative tools and processes that will make them competitive both in the local and international market.

CITEM for its part, spearheaded a Digital Trade Community Platform (DTCP) for the home, fashion and lifestyle sectors aptly named FAME+ / www.fameplus.com, eponymous to its signature show Manila FAME.

The DTCP, launched in October 2020 as FAME+ (fameplus.com), is an online platform with provisions for stories via Touchpoint, engagement features for exhibitors and buyers, content for learning opportunities, product and brand promotion, and social media integration. As an online tool, it is imperative for the platform to be updated with fresh, relevant, and relatable content that is supported by a rich archive of visual materials.

This initiative can be done not only for CITEM's supported exporters, but also to other MSMEs under the purview of other DTI agencies. In its capacity and content development experience, CITEM is collaborating with other government agencies to be able to increase the competitiveness of our MSMEs especially as enterprises maximize the opportunities online.

RATIONALE

To maximize the advantages of online content such as product catalog, stories and company profiles available on fameplus.com, CITEM engaged with other government agencies and business support organizations to encourage exporters and MSMEs to go digital. Seeing the challenge that a lot of exporters do not have marketable digital assets; the agency extended its Content Creation program to partners and their MSMEs in order to provide professionally made content that can be used not only on the fameplus.com but in the MSMEs' own digital promotion endeavors.

Through the initiative above, CITEM entered into a partnership with the Department of Trade and Industry – Regional Operations Group (DTI-ROG) to offer its two hundred (200) MSMEs the opportunity to have online content such product photos, product descriptions and company profiles to be executed through CITEM and which shall be made available in the MSMEs' online channels.

In the partnership, DTI-ROG as the project proponent, will invite, orient, screen and approve the 200 MSMEs who will be the beneficiaries of this project based on agreed criteria. CITEM, on the other hand, will provide the necessary support to this project by handling overall implementation of the creative online requirements which include production of product photos and copywriting requirements for company profile and product descriptions. The said output shall be turned over to DTI who shall hold exclusive rights to the materials. As part of the partnership, those who will qualify on FAME+ will be onboarded on the site and will be able to create their own digital storefronts using the output from this project.

Given the lack of manpower and current workforce set-up of creatives in CITEM, the Communications and Creative Services Department (CCSD) is not yet capable of executing the content creation requirements simultaneously. Producing profile pages for exhibitors coming from Luzon, Visayas, and Mindanao will require a highly technical production workforce. Hence, hiring an oversight professional team with a wide network of suppliers and creative background will be crucial in producing the abovementioned content requirements.

OBJECTIVES

- For MSMEs: Create visually compelling photos, professionally written copies of products and

company profiles to be used not only on fameplus.com but in their own digital and promotional networks, including but not limited to: social media, e-commerce sites, B2B platforms, Overseas Trade Fair digital/hybrid participations, etc.

- For DTI-ROG: Support in its bid to produce MSMEs that are competitive in the online space
- For CITEM: Increase the number of home, fashion, and lifestyle exporter-MSMES onboarded on www.fameplus.com

<p>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.</p>		
Item	Specification	Statement of Compliance
<p>SCOPE OF WORK AND DELIVERABLES The Content Producer is expected to provide the following: 1) Photography 2) Copywriting services For: up to two hundred (200) companies from the home, fashion, furniture, home décor, lamps and lighting, fashion, beauty and wellness, and holiday/seasonal decor sectors.</p>		
Pre-production		
	Provide Production deck containing a reference guide, mood board, color palette, and studio lighting specifications.	
	Present Creative and Production Calendar including shoot assignments	
	Plot schedule for the delivery of products according to list of companies, area where products are coming from, following the timeline provided by CITEM.	
	Submit list of creative teams for CITEM’s approval.	
	Submit final timetable of activities to CITEM	
Production		
	<p>Photography (dropout)</p> <p>Up to two hundred (200) companies with maximum of 24 products (up to 5 angles each) per company.</p> <p>Note: Should there be any changes as to the number of companies, CITEM, in coordination with the production company, will adjust number of photos to reach intended target number of photos to be produced.</p>	
	Activate simultaneous Studio Photography sessions and mobilize creative teams from regions and/or in Luzon, Visayas and Mindanao.	
	Book studio locations across the Philippines and ensure ample storage (or warehousing) for big and fragile items such as but not limited to furniture, lamps and lighting, jewelry, etc.	
	Transport of products to the studio shall be paid for by the company. This process shall be aided by a form from the supplier of this project to be accomplished by the company specifying handling instructions, etc.	
	Provide ample security and implement healthcare protocols for on-site personnel	
	Ensure proper handling of items delivered before, during and after the shoot.	
	Provide props, sets, lighting and minimal styling for the shoots	
	<p>Produce up to two hundred (200) company folders in the cloud storage with the following contents:</p> <p>a) Max. of 24 products per company (up to 5 angles each) or up to 4,800 products for 200 companies</p> <p>b) An Excel sheet of product thumbnail, product names, product descriptions, etc</p>	

	Copywriting	
	Provide the following <u>copywriting</u> requirements: 1.1 Write-up of up to 200 company profiles with max. of 300 words per profile 1.2 Write-up of up to 24 products per company with max. of 200 characters per product description	
Post-production		
	Ensure all products are returned accordingly to the exhibitors. Transport of products from the studio shall be paid for by the company. Supplier shall assist and/or handle packing of products and delivery back to the company. This process shall be aided by a form by the supplier to be accomplished by the company specifying mode of delivery, handling and packing instructions, etc.	
	Submit the Final artworks (FAs) of photos, including raw files and outtakes with proper labelling. See details below: a. Catalog dropout photography of up to 200 companies with up to 24 products per exhibitor (up to 5 angles each), in white background b. With a resolution of 300dpi and size of 1080 x 1080 px for each photo c. Total: Up to 24,000 photos to be used by DTI-ROG for its supported MSMEs d. File format: JPEG	
	One (1) 3TB (maximum) external hard drive containing all photo assets and back up cloud copy, ownership to be transferred to DTI.	
	Submit in batches copies for the company profile and product descriptions >Total: Maximum of 200 company profiles and up to 4,800 product descriptions	
	Post-event report	
MANPOWER REQUIREMENTS The Content Producer must have a team composed of the following:		
	1. Production/Project Manager: Supervise, schedule, direct, and coordinate with the onsite production crew	
	2. Creative Team: Execute and attend to the creative requirements in coordination with CITEM a. Art Director b. Photographers c. Photography Assistants d. Graphic Artists e. Stylists - Furniture, Fashion and Lifestyle f. Models, Hair and Make-up artist, as applicable g. Post-production Team (for FAs and photo sharing to transfer photos to CITEM via a cloud) h. Copywriting team (with Editor) i. Logistics Team	
	3. Accounts Team: Coordinate with CITEM for production updates, creative direction, and organization of the entire production	
	4. Nationwide network of creative teams to delegate the requirements for photography in the other regions and/or island groups.	
OWNERSHIP		

DTI shall have exclusive ownership and discretion for the use of the content to be produced from this project, with DTI-ROG as main repository agency of the outputs. Any request for the use of photos from within and outside DTI shall be officially expressed in writing to DTI-ROG.

PROJECT DURATION

The winning bidder must deliver the expected output six (6) months from the issuance of Notice to Proceed (NTP) and signing of the contract or until such time the undertakings have been fully delivered and executed, whichever comes later.

PAYMENT TERMS

The proposed payment scheme for the project will be billed progressively upon the completion of the following milestones. To process the payment, the supplier must submit the approved materials in a hard disk drive (HDD) or provide a cloud storage link wherein the digital files are stored.

Milestone	Payment	Timeline
Submission and approval of: d. All raw photos of 200 companies e. Submission of cloud storage with specified folders for exhibitors f. Initial batch of copies submitted	40%	September – November 2022
Submission, approval, and turnover of: g. All final artworks of 200 companies h. All photo assets i. All files uploaded via cloud storage address link j. All edited and finalized copies for the product descriptions and company profile k. Up to 3TB External Hard Drive and/or cloud storage containing all output and assets delivered to CITEM l. Post-event Report	60%	November – December 2022
Total	100%	

Note: The Procuring Entity has prescribed that supplier may engage creative teams for the project.

I hereby certify that the statement of compliance to the foregoing Technical Specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall result to automatic disqualification of our bid.

CERTIFIED CORRECT:

 Name & Signature of Authorized Representative

 Position

QUALITATIVE EVALUATION

<i>Documents Required</i>	Points (highest)
TECHNICAL EXECUTION	60 POINTS
1. Portfolio samples (Photography): Submit at least three (3) Product Photography samples – soft copy via Google Drive (as proof of expertise of the creatives mostly in Home, Fashion, and Lifestyle photography). Samples will be evaluated according to:	
<i>Lighting</i> (Focal Point, Highlights, Shadows, and Exposure) 20 POINTS	
<i>Quality</i> (Composition, Clarity, Cleanliness, and Details) 20 POINTS	
2. Portfolio samples (Copywriting): Submit copywriting samples composed of: at least three (3) company profiles and at least three (3) product description samples which will be evaluated according to:	
<i>Writing style</i> (samples appeal to home, fashion, and lifestyle audience) 10 POINTS	
<i>Articulation</i> (use of words can jump between editorial and technical, but not highfaluting) 5 POINTS	
<i>Depth</i> (understanding of the product being described) 5 POINTS	
TECHNICAL AND MANPOWER REQUIREMENTS	25 POINTS
Submit a specs list of equipment their photography teams will use during the photoshoot together with creative and production plan & timetable. Must comply minimum requirement: TECHNICAL REQUIREMENTS (15 POINTS): <ul style="list-style-type: none"> • Professional Digital SLR cameras, with at least 24-megapixel full frame CMOS sensor; 3 POINTS • Standard equipment/accessories of tripod and external off-cam flash/es 2 POINTS • Creative and Production Plan and Timetable 10 POINTS MANPOWER REQUIREMENTS (10 POINTS): <ul style="list-style-type: none"> • Organizational structure and list of manpower/assigned teams per studio location (include profiles of assigned manpower/teams). See manpower requirements under Section IV. 10 POINTS 	
CLIENTELE	15 POINTS
Proof of engagement with government agencies and private companies in photography and videography for an international audience or for local and international publication purposes <ul style="list-style-type: none"> • 5 and above companies/agencies/institutions – 15 points • 1-4 companies/agencies/institutions - 10 points 15 POINTS	
TOTAL	100 POINTS

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) 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

- (l) 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

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

