

# **PHILIPPINE BIDDING DOCUMENTS**

## **HIRING OF A MULTIMEDIA CONTENT PROVIDER FOR THE DIGITAL TRADE COMMUNITY PLATFORMS OF IFEX PHILIPPINES NXTFOOD ASIA AND FOODPHILIPPINES**

Government of the Republic of the Philippines

**Sixth Edition  
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## ***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 A MULTIMEDIA CONTENT PROVIDER FOR THE DIGITAL TRADE COMMUNITY PLATFORMS OF IFEX PHILIPPINES NXTFOOD ASIA AND FOOD PHILIPPINES**

1. The **Center for International Trade Expositions and Missions (CITEM)**, through the IFEX Philippines NXTFOOD ASIA Digital Budget of 2020 and the FOOD Philippines Digital Budget of 2020, intends to apply the sum of **Eight Million Seven Hundred Seven Thousand Two Hundred Pesos (PHP 8,707,200.00)** being the ABC to payments under the contract for the **Hiring of a Multimedia Content Provider for the Digital Trade Community Platforms of IFEX Philippines NXTFOOD ASIA and FOOD Philippines**. 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 **within 12 months upon receipt of Notice to Proceed**. 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 the **Center for International Trade Expositions and Missions (CITEM)** and inspect the Bidding Documents at the address given below during *Mondays to Fridays, 8:00am to 5:00pm*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **27 November 2020** 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 (Php 5,000.00)**. 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:*

o Bank : Landbank of the Philippines  
o Account Name : CITEM  
o Account Number : 1772 1038 63  
o Bank Address : LBP Century Park (Harrison Plaza) Branch  
o Swift Code : TLBPPHMM

6. The **Center for International Trade Expositions and Missions (CITEM)** will hold a Pre-Bid Conference on *09 December 2020, 2:00PM via Microsoft Teams or Zoom* which shall be open to prospective bidders. Please contact the CITEM Bids and Awards Committee Secretariat through email at [citembac@citem.com.ph](mailto:citembac@citem.com.ph) for the link of the Video Conference meeting. The link will be released on the actual day of the Pre-Bid Conference.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *22 December 2020, 10:00AM*. **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 *22 December 2020, 10:00AM via Microsoft Teams or Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please contact the CITEM Bids and Awards Committee Secretariat through email [citembac@citem.com.ph](mailto:citembac@citem.com.ph) for the link of the Video Conference meeting. The link will be released on the actual day of the Opening of Bids
10. The **Center for International Trade Expositions and Missions (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](mailto:citembac@citem.com.ph)  
Website: [www.citem.com.ph](http://www.citem.com.ph)

12. You may visit the following websites:

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

**27 November 2020**



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

## **Section II. Instructions to Bidders**

### **1. Scope of Bid**

The Procuring Entity, the **Center for International Trade Expositions and Missions (CITEM)**, wishes to receive Bids for the **Hiring of a Multimedia Content Provider for the Digital Trade Community Platforms for IFEX Philippines NXTFOOD ASIA and FOOD Philippines**, with identification number **2020-0162**.

The Procurement Project (referred to herein as "Project") is composed of the Hiring of a Multimedia Content Provider for the Digital Trade Community Platforms for IFEX Philippines NXTFOOD ASIA and FOOD Philippines, 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 2020 in the amount of **Eight Million Seven Hundred Seven Thousand Two Hundred Pesos (PHP 8,707,200.00)**.

2.2. The source of funding is GOCC and 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 Procuring Entity has prescribed that Subcontracting is not allowed.
- 7.2. 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.
- 7.3. 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 *Microsoft Office or 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 e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **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<sup>1</sup> 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 at the physical address 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

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <b>Multimedia content development/production related to Philippine food / the food industry</b></p> <p style="margin-left: 40px;">b. completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</p>							
7.1	Subcontracting is not allowed.							
12	The price of the Goods shall be quoted DDP <i>CITEM – Golden Shell Pavilion, Roxas Blvd. cor Sen. Gil Puyat Ave. Pasay City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.							
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="margin-left: 40px; width: 80%;"> <thead> <tr> <th style="text-align: center;">Form of Bid Security</th> <th style="text-align: center;">Amount of Bid Security (Not Less than the Percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">Two percent (2%) or <b>PhP174,144.00</b></td> </tr> <tr> <td style="padding: 5px;">(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> </tr> <tr> <td style="padding: 5px;">(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td style="text-align: center; vertical-align: middle;">Five percent (5%) or <b>PhP435,360.00</b></td> </tr> </tbody> </table> <p style="margin-left: 40px;">Unnotarized Bid Securing Declaration is accepted during a State of Calamity, or implementation of community quarantine or similar restrictions declared or being implemented either in the locality of the PE or of the Bidder subject to compliance therewith after award of contract but before payment.</p>	Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)	(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or <b>PhP174,144.00</b>	(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or <b>PhP435,360.00</b>
Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)							
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or <b>PhP174,144.00</b>							
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.								
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or <b>PhP435,360.00</b>							
19.3	The Project is bid as a single lot.							
20.2	No additional requirements.							
21.2	No additional requirements.							

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

### **1. Scope of Contract**

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

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

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

### **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### **4. Inspection and Tests**

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

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

**5. Warranty**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

**6. Liability of the Supplier**

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

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



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

<b>GCC Clause</b>	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to the <i>CITEM – Golden Shell Pavilion, Roxas Blvd. cor Sen. Gil Puyat Ave. 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.”</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 <b>Information Officer, Timothy Alcantara</b>.</p>
	<p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> <li>• 30% of the Contract Price shall be paid to the Supplier after awarding of notice to proceed and approval of first bimonthly multimedia content plan.</li> <li>• 20% of the Contract Price shall be paid to the Supplier after completing the first batch of four (4) months' worth of content based on the agreed upon weekly production schedule, or the equivalent of: <ul style="list-style-type: none"> <li>○ 104 articles, including aggregated articles</li> <li>○ 24 visual-oriented content pieces, as defined in Section IV</li> <li>○ 384 corresponding social media post materials for each of the produced articles and visual-oriented content pieces, equally distributed across Facebook, Instagram, Twitter</li> </ul> </li> <li>• 20% of the Contract Price shall be paid to the Supplier after completing the second batch of four (4) months' worth of content based on the agreed upon weekly production schedule, or the equivalent of an additional: <ul style="list-style-type: none"> <li>○ 104 articles, including aggregated articles</li> <li>○ 24 visual-oriented content pieces, as defined in Section IV</li> <li>○ 384 corresponding social media post materials for each of the produced articles and visual-oriented content pieces, equally distributed across Facebook, Instagram, Twitter</li> </ul> </li> <li>• 30% of the Contact Price shall be paid to the Supplier after completing the third batch of four (4) months' worth of content based on the agreed upon weekly production schedule, or the equivalent of an additional: <ul style="list-style-type: none"> <li>○ 104 articles, including aggregated articles</li> <li>○ 24 visual-oriented content pieces, as defined in Section IV</li> <li>○ 384 corresponding social media post materials for each of the produced articles and visual-oriented content pieces, equally distributed across Facebook, Instagram, Twitter</li> <li>○ And including a final report with recommendations.</li> </ul> </li> </ul>

4	The inspection/s and test/s that will be conducted is/are:  The review and approval of produced content materials by CITEM's Communications Management Division (CMD).
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## **Section VI. Schedule of Requirements**

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

<b>IFEX Philippines NXTFOOD ASIA</b>				
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Content Plan  Content and production line-up in calendar format based on CITEM's briefing and calendar/work program.	Once every 2 months	6	Delivery of required materials within 12 months based on the production schedule indicated in the Quantity column upon receipt of Notice to Proceed
2	Articles  300-600 words	3/week	156	
3	Videos  Videos produced can range from 1-8 minutes, depending on the approved content plan.	2/month	24	
4	Content Promotion  Corresponding social media posts per piece of content generated (articles and videos) for Facebook, Instagram and Twitter.	3 iterations per article and video output, as they are produced, for the target social media platforms	540  Breakdown: 180 (total articles and video outputs) x 3	
<b>FOODPhilippines</b>				
<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
5	Content Plan  Content and production line-up in calendar format based on CITEM's briefing and calendar/work program.	Once every 2 months	6	Delivery of required materials within 12 months based on the production schedule indicated in the Quantity column upon receipt of Notice to Proceed
6	Articles  300-600 words	2/week	104	
7	Aggregated Content	1/week	52	

	Reposted or republished content from relevant publications, both local and foreign.			
8	Videos  Videos produced can range from 1-8 minutes, depending on the approved content plan.	4/month	48	
9	Content Promotion  Corresponding social media posts per piece of content generated (articles and videos) for Facebook, Instagram and Twitter.	3 iterations per article and video output, as they are produced, for the target social media platforms	612  Breakdown: 204 (total number of articles, aggregated content and video outputs) x 3	

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**

The Center for International Trade Expositions and Missions (CITEM) is the export promotion arm of the Philippine Department of Trade and Industry (DTI).

CITEM is committed to developing, nurturing, and promoting globally competitive small and medium enterprises (SMEs), exporters, designers, and manufacturers by implementing an Integrated Approach to Export Marketing in partnership with other government and private entities.

For three decades, CITEM has established the country's image as the premier destination for quality export products and services. It continues to set the highest standards of creativity, excellence and innovation to achieve export competitiveness in the international market.

### **RATIONALE**

As CITEM continues to provide added services to the export sectors that it caters by keeping up with the latest technology and trends, the agency spearheads setting up Digital Trade Community Platforms (DTCP) for IFEX Philippines NXTFOOD ASIA and FOODPhilippines.

IFEX Philippines NXTFOOD ASIA DTCP will promote Philippine food products, manufacturers and distributors; provide information about programs and events targeted to the Food sector; provide access and connectivity between PH companies and buyers; provide industry news and resources. Further complementing this effort is the FOODPhilippines DTCP will promote PH ingredients, cooking techniques, recipes, culinary talent, heritage and campaigns. These DTCPs are part of CITEM's initiative to go online and create a platform for community engagement, interaction, information exchange, research insights, content production, content curation, social media integration and revenue generation.

As an online platform, it is imperative for the DTCPs to be updated with fresh relevant, relatable and expert-curated content on the food industry. As such, CITEM intends to hire a content developer solely dedicated to producing multimedia content for IFEX Philippines NXTFOOD ASIA and FOODPhilippines with the aim of tapping into the professional resources, media connections, out-of-the-box ideas and archive of materials only a reputable content and publishing agency can provide. Hiring a professional content provider is also crucial due to the fact that the current set-up of CITEM's Communications and Creative Services Department (CCSD) does not have the adequate personnel and expertise to provide the full content curation and visual storytelling requirements of the upcoming trade platforms.

In working with CITEM, the service provider should provide a custom publishing experience with a capacity to tap a wide pool of talents who have a background in the food industry and are renowned in the fields of content creation, such as copywriting, photography and video editing. They must likewise have the capabilities to amplify and promote th websites through their affiliates in the media and trade sectors.

From the physical and online staging of IFEX Philippines NXTFOOD ASIA and overseas trade fairs under FOODPhilippines, the service provider should complement the export promotion efforts of CITEM in these DTCPs through an effective multimedia content strategy and execution. The service provider must work towards fortifying IFEX Philippines

NXTFOOD ASIA’s and FOODPhilippines’ brand as an authority for information and other industry resources, as well as manage the churn of stories to synergize and amplify their messages.

**OBJECTIVES**

1. To hire a publisher or content agency who can help fulfill CITEM’s digital marketing strategy for IFEX NXTFOOD ASIA’S digital trade and community platform (DTCP) – develop and distribute content that will promote Philippine food products, manufacturers and distributors; provide information about programs and events targeted to the Food sector; provide access and connectivity between PH companies and buyers—foreign and local; provide industry news and resources;
2. Position IFEX NXTFOOD ASIA DTCP as the government’s online platform for sourcing food from the Philippines;
3. To hire a publisher or content agency who can help fulfill CITEM’s digital marketing strategy for FOODPhilippines – develop and distribute content that will promote PH ingredients, cooking techniques, recipes, culinary talent, heritage and campaigns;
4. Position FOODPhilippines as the Philippine government’s hero brand for all its food export trade and tourism promotions, including other relevant sectors;
5. To strengthen discoverability of Philippine ingredients in the digital space through the IFEX NXTFOOD ASIA’s and FOODPhilippines’ DTCP platforms;
6. To hire a publisher or content agency that can seamlessly create a synergized content promotion, production and promotion between IFEX Philippines NXTFOOD and FOODPhilippines as they tell the stories and possibilities of Filipino food and ingredients.

*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.*

Item	Specification	Statement of Compliance
Responsibilities of the Content Provider	Present and submit content plan, production timeline and content promotion for both platforms.	
	Shoulder all necessary logistics and administrative expenses needed to accomplish the multimedia content deliverables at no additional cost to CITEM.	
	Assign a Project Manager and Editor as primary point person/s to coordinate with CITEM.	
	Submit requirements on or before deadlines set by CITEM.	

	Assign reputable food stylists, writers, photographers, video producers and/or content creators to contribute to the content production.	
	Turnover to CITEM all coverage reports, data, interviews, photos, videos, and all other multimedia materials gathered/produced from the purpose of the Project in an external hard drive.	
	Recommend actions and solutions in response to insights and data to be provided by CITEM.	
Responsibilities of CITEM	Provide all pertinent data and information needed to ensure that the content developers will be aligned to CITEM mandate and directions.	
	Give access to the database of CITEM photos which can be used as additional materials.	
	Oversee content production through the Communications Management Division (CMD).	
	Assign a point person/s from CMD to coordinate relevant info to the DTCPs content team.	
	Ensure alignment of all content to CITEM's mandate and direction.	
	Submit data and analytics of all content to CITEM's mandate and direction.	
	Route for review and approval of all content by CMD to the operations and management team before releasing/publishing in the DTCP.	
Period of Engagement	The content developer shall be contracted for a period of 12 months upon issuance of a Notice to Proceed.	
Specific Timeline of Deliverables	Pitch concepts and developmental plan for the DTCPs, one week after receipt of Notice to Proceed.	
	Submit a multimedia content plan based on the agreed direction and concept, one week after concept approval.	
	Submit a minimum of three (3) articles per week and two (2) videos per month for IFEX Philippines NXTFOOD ASIA; and a minimum of two (2) original articles and one (1) aggregated content per week and four (4) video content per month.  All produced content should have three (3) accompanying social media post variations per	



	content piece within the duration of the contract.	
Estimated Budget and Payment Terms	The Approved Budget of the Contract (ABC) is Eight Million, Seven Hundred Seven Thousand and Two Hundred Pesos (Php 8,707,200.00) inclusive of professional fee, all applicable taxes and other incidental expenses to be incurred to complete the delivery of service, which includes, but is not limited to, the travel expenses.	
	30% of the Contract Price shall be paid to the Supplier after awarding of Notice to Proceed and approval of first bimonthly multimedia content plan.	
	20% of the Contract Price shall be paid to the Supplier after completing the first batch of four (4) months' worth of content based on the agreed upon weekly production schedule, or the equivalent of: <ul style="list-style-type: none"> <li>• 104 articles, including aggregated articles</li> <li>• 24 visual-oriented content pieces, as defined in Section IV</li> <li>• 384 corresponding social media post materials for each of the produced articles and visual-oriented content pieces, equally distributed across Facebook, Instagram, Twitter</li> </ul>	
	20% of the Contract Price shall be paid to the Supplier after completing the second batch of four (4) months' worth of content based on the agreed upon weekly production schedule, or the equivalent of an additional: <ul style="list-style-type: none"> <li>• 104 articles, including aggregated articles</li> <li>• 24 visual-oriented content pieces, as defined in Section IV</li> <li>• 384 corresponding social media post materials for each of the produced articles and visual-oriented content pieces, equally distributed across Facebook, Instagram, Twitter</li> </ul>	
	30% of the Contract Price shall be paid to the Supplier after completing the third batch of four (4) months' worth of content based on the agreed upon weekly production schedule, or the equivalent of an additional: <ul style="list-style-type: none"> <li>• 104 articles, including aggregated articles</li> <li>• 24 visual-oriented content pieces, as defined in Section IV</li> </ul>	

	<ul style="list-style-type: none"> <li>• 384 corresponding social media post materials for each of the produced articles and visual-oriented content pieces, equally distributed across Facebook, Instagram, Twitter</li> <li>• And including a final report with recommendations.</li> </ul>	
Agreement Between Parties	In addition to stipulations within the contract, it is understood that the content developer agrees on the following upon his/her submission of proposal/bid to CITEM: that there is a Non-Disclosure Agreement (NDA) between CITEM and the contracted party; that all materials/content created or developed by reason of this engagement/contract will form part of CITEM's content library and will be exclusively owned by CITEM; that the content provider will ensure that no copyright infringement will occur in the implementation of the project; that CITEM reserves the right to deduct the payment of the winning bidder if the winning bidder has submitted an incomplete work/output or was not able to deliver the agreed output (article and video) based on the agreed timetable under the bimonthly content plan.	

## Qualitative Documentary Requirements

Item No.	Description	Statement of Compliance
1	Company Profile and Portfolio <ul style="list-style-type: none"> <li>• Sample of digitally published works, such as websites, online platforms, books, multimedia content.</li> <li>• List of clients and portfolio</li> </ul>	
2	Sample pitch deck about the Philippine food industry.	
3	Project Management Organizational Structure <ul style="list-style-type: none"> <li>• Complete and concise presentation of the content production/editorial team organizational structure.</li> </ul>	
4	<ul style="list-style-type: none"> <li>• Sample analytics and maximum reach achieved of a platform launched and handled.</li> </ul>	

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

## Qualitative Evaluation

Qualifications (80% passing score)	Points
<p>Proof of expertise in the respective fields of photography, animation, video, content writing, infographics, website and food styling and with an eye for capturing photos with high-visual impact.</p> <p>A. Sample of digitally published works, such as websites, online platforms, books, multimedia content.</p> <p style="padding-left: 20px;">a. With 10 samples of digitally published works relevant to the food industry + 10 points</p> <p style="padding-left: 20px;">b. With 5 samples of digitally published works relevant to the food industry +5 points</p> <p>B. Clients and Portfolio</p> <p style="padding-left: 20px;">a. List of clients and portfolio with a minimum of 3 clients +10 points</p> <p style="padding-left: 20px;">b. List of clients and portfolio with a minimum of 1-2 clients +5 points</p>	20
<p>Submit a sample pitch deck about the Philippine food industry. The pitch deck will be qualitatively evaluated using the following criteria:</p> <ul style="list-style-type: none"> <li>• Originality of Ideas +15 points</li> <li>• Story Selection and Approach +15 points</li> <li>• Pitch Impact and Flow +10 points</li> </ul>	40
<p>Propose a Project Management Organizational Structure that outlines the roles and assigned staff that will handle CITEM's requirement. This can be proven through a complete and concise presentation of the content production/editorial team organizational structure:</p> <ul style="list-style-type: none"> <li>• Assign at least 5 or more editorial staff to accomplish the Article requirements. The staff will be evaluated based on their submitted portfolio and sample writings. + 10 points</li> <li>• Assign manpower and provide list of equipment to accomplish the Video requirements. The video team should at least have 1 director, 2 camera set-up, 1 lighting assistant and 1 audio boomer. The team will be evaluated based on their submitted portfolio and video reel. +10 points</li> </ul>	20
<p>Proof of good track record with clientele based on the effectivity and reach of the program launched. These are samples of analytics and maximum reach achieved of a platform launched and handled:</p> <ul style="list-style-type: none"> <li>• With sample reach and analytics for 3 or more websites/platforms handled + 20 points</li> <li>• With sample reach and analytics for 1-2 clients + 10 points</li> </ul>	20
<b>TOTAL</b>	<b>100</b>

## **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.

Republic of the Philippines



Government Procurement Policy Board