

Bid Data Sheet

ITB Clause													
5.3	For this purpose, contracts similar to the Project shall be: a. <i>Rental of Photocopier</i> b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.												
7.1	<i>Subcontracting is not allowed.</i>												
12	The price of the Goods shall be quoted DDP PHILIPPINES 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: a. The amount of not less than <i>Pesos: Thirty-Seven Thousand Six Hundred Eighty-Five and 09/100 (Php37,685.09)</i> , 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 <i>Pesos: Ninety-Four Thousand Two Hundred Twelve and 72/100 (Php94,212.72)</i> if bid security is in Surety Bond.												
15	<i>Each Bidder shall submit one (1) original and two (2) certified copies of the original copy.</i>												
19.3	<table><tr><th>Lot</th><th>Identification No.</th><th>Item/s</th><th>Quantity</th><th>ABC, inclusive of all applicable taxes</th></tr><tr><td rowspan="2">1</td><td rowspan="2">PGC-BAC-2023-013G</td><td>Photocopier Machine (Multifunction Photocopier)</td><td>12 units</td><td rowspan="2">Php1,884,254.40</td></tr><tr><td>Photocopier Machine (With Archiving Capability)</td><td>1 unit</td></tr></table>	Lot	Identification No.	Item/s	Quantity	ABC, inclusive of all applicable taxes	1	PGC-BAC-2023-013G	Photocopier Machine (Multifunction Photocopier)	12 units	Php1,884,254.40	Photocopier Machine (With Archiving Capability)	1 unit
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20.2	<i>No further instruction.</i>												
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	TIE BREAKING METHOD (GPPB CIRCULAR 06-2005): In the event two or more of the bidders have been post-qualified as Lowest Calculated and Responsive Bid (LCRB), the BAC Chairperson shall roll a dice in a tie breaking activity. The bidder with the highest number shall be declared as the winning bidder. The absence of the bidder's representative or observer shall not nullify the proceedings.												

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

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:</p> <p>“The delivery terms applicable to this Contract are delivered <i>BPI Philam Life Building, 22nd, 23rd and 24th floors, 6811 Ayala Avenue, Makati 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 <i>Mr. Marvyn Anthony C. Galang</i>.</p> <p><i>In compliance with Executive Order No. 398 s. 2005, the winning bidder shall pay all taxes in full and on time and failure to do so will entitle the PHILGUARANTEE to suspend payment for any goods or services delivered by the winning bidder to the PHILGUARANTEE.</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. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.



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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *covered by the contract*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *two (2) – three (3) working days upon request*.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <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</p>

	<p>Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p>Regular and Recurring Services –</p> <p>“The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p>The terms of payment shall be as follows:</p> <p><i>Thirty (30) calendars days upon receipt of billing.</i></p>
4	<p>The inspections and tests that will be conducted are: <i>PHILGUARANTEE will inspect, test, and evaluate the equipment’s hardware and software prior to acceptance.</i></p>

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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.

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Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A</i></p>



		statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
I.	MINIMUM TECHNICAL SPECIFICATIONS	
	<p>RENTAL OF THIRTEEN (13) UNITS PHOTOCOPIER MACHINE (12 UNITS MULTIFUNCTION PHOTOCOPIER & 1 UNIT WITH ARCHIVING CAPABILITY)</p> <p>Type : Desktop/ Monochrome</p> <p>Condition : Remanufactured</p> <p>Functions : Copy, Print, Scan</p> <p>Engine Speed : 31-35 copy/print per minute</p> <p>Control Panel : 7.0-inch. colour LCD Display Touchscreen</p> <p>Paper Size : Max. A3, 11" x 17"</p> <p>Paper Trays : 1,000 sheets (2x500 sheets tray)</p> <p>Bypass Tray : At least 100-sheets capacity</p> <p>Document Feeder : At least 100-sheets capacity</p> <p>Warm-up Time : 20 seconds or less</p> <p>First Copy Time : 5 seconds or less</p>	

	<p>Memory : At least 2GB, plus 250 GB HDD</p> <p>Continuous Copy : Max. 999 copies</p> <p>Reduction/ Enlargement : 25% to 400%</p> <p>Scan Speed : 56 originals (Color/BW)</p> <p>Resolution : 1,200 x 600, 600 x 600 dpi</p> <p>Printing : Network Ready/ LAN</p> <p>Sorting : Electronically Sorting</p> <p>Duplexing : Automatic back-to-back copying</p> <p>Document Filing : Main and Custom Folders up to 20,000 pages or 3,000 files</p> <p>Supported OS : Windows Server 2008, 2012, 2016; Windows Vista; Windows 7, 8.1, 10 or higher</p> <p>Printer Language : USB 2.0, 10Base-T/100Base-Tx/ 1000Base-T</p> <p>Scan Destinations : Scan to E-mail/ Desktop/ FTP server SMB/USB Drive</p> <p>File Formats : TIFF,PDF,JPEG,XPS</p> <p><u>Archiving System Features:</u></p> <ul style="list-style-type: none"> - Login to Document Management Software directly from the MFD LCD panel - Upload scanned documents direct from MFD LCD panel - Search Archive Documents using the index tags and content via OCR - Audit trail and username password and with eight (8) index fields - With Archiving System Server Built-in at least 2TB HDD/8 GB RAM 	
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II.	OTHER REQUIREMENTS	
	<p>The prospective provider shall submit the following:</p> <ol style="list-style-type: none"> 1. Authority of the provider to distribute or sell the unit/product or Certificate of Authorize Exclusive Distributorship; 2. Undertaking to provide a Service Unit in case of unit breakdown (original copy); and 3. Original copy of Warranty Assurance that the provider will provide PHILGUARANTEE the parts and services to ensure a very satisfactory operations of the machine during the entire period of the contract together with the supply of consumables such as toner, developer and drum kits free of charge. 	
III.	<p>DELIVERY OF GOODS</p> <ul style="list-style-type: none"> • Duration of the contract is for a period of one (1) year. • 30 Calendar days upon issuance of Notice to Proceed. • Delivery Address: 22nd – 24th floors BPI-Philam Life Building 6811, Ayala Avenue, Salcedo Village, Makati City. <p>PHILGUARANTEE will inspect, test, and evaluate the equipment's hardware and software prior to acceptance.</p>	
IV.	<p>MAINTENANCE</p> <p>Consumables and request for repair and spare parts must be delivered 2-3 working days upon request.</p> <p>Incase replacement parts is not available and the unit cannot be repaired within 5 working days the service provider shall provide service unit until the defective unit becomes functional.</p>	

V.	TERMS OF PAYMENT 30 calendar days upon receipt of billing.																			
VI.	APPROVED BUDGET FOR THE CONTRACT FOR ONE YEAR One Million Eight Hundred Eighty-Four Thousand Two Hundred Fifty-Four Pesos and 40/100 (Php1,884,254.40) inclusive of all applicable taxes.																			
VII.	RENEWAL OF CONTRACT In case of renewal of contract, the Service Provider must obtain a rating of at least 80% (Satisfactory) using the following Performance Criteria: <table border="1"> <tr> <td>1</td><td>Conformity to Technical Requirements</td><td>25</td></tr> <tr> <td>2</td><td>Timeliness in the Delivery of Services</td><td>25</td></tr> <tr> <td>3</td><td>Behavior of Personnel (Courteous, Professional, and Knowledgeable)</td><td>20</td></tr> <tr> <td>4</td><td>Response to Complaints</td><td>20</td></tr> <tr> <td>5</td><td>Compliance with set office policies for such services</td><td>10</td></tr> <tr> <td colspan="2">TOTAL</td><td>100</td></tr> </table>	1	Conformity to Technical Requirements	25	2	Timeliness in the Delivery of Services	25	3	Behavior of Personnel (Courteous, Professional, and Knowledgeable)	20	4	Response to Complaints	20	5	Compliance with set office policies for such services	10	TOTAL		100	
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TOTAL		100																		
VIII.	OTHERS Average volume is one hundred seventeen thousand one hundred eighty (117,180) copies per month. Total copies may increase provided that the value of the increase does not exceed the approved budget for the year.																			

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- government procurement activities for the same item or product.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Republic of the Philippines



Government Procurement Policy Board