

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS



Government of the Republic of the Philippines

**PURCHASE OF JANITORIAL, CLEANING, AND OTHER
SUPPLIES AND MATERIALS**

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*City Government of Batac*” and “*Bids and Awards Committee*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.



Republic of the Philippines
Province of Ilocos Norte
City Government of Batac

SECTION I

INVITATION TO BID FOR THE PURCHASE OF JANITORIAL, CLEANING, AND OTHER SUPPLIES AND MATERIALS

1. The City Government of Batac, through the **GENERAL FUND- DIFFERENT OFFICES-MOOE-OTHER SUPPLIES AND MATERIALS EXPENSES** intends to apply the sum of **Two Million Six Hundred Ninety-Five Thousand Six Hundred Forty-Seven & 90/100 Pesos (Php 2,695,647.90)** being the ABC to payments under the contract for the **Purchase of Janitorial, Cleaning, and Other Supplies and Materials**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The City Government of Batac now invites bids for the above Procurement Project. Delivery of the Goods is required 30 days 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 City Government of Batac and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 31, 2024 (8:00 AM to 5:00 PM) to November 22, 2024 (8:00 AM to 3:30PM)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents 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 in person.

6. The City Government of Batac will hold a Pre-Bid Conference on **November 8, 2024 at 3:30** in the afternoon at the BAC Office 3rd Floor City Hall Building, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **November 22, 2024 at 3:30 PM** 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 **November 22, 2024, 3:30 PM at BAC Office 3rd Floor City Hall Building**. Bids will be opened in the presence of the bidder or its authorized representatives (with his/her authorization) who choose to attend the activity.
10. The City Government of Batac 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:

MARK ANGELO V. SABAS
BAC Office 3rd Floor, City Hall Building
City Government of Batac
Washington St. Barangay 1-S Valdez,
City of Batac, Ilocos Norte
Tel. No. (077) 670-6433

12. You may visit the following websites:

For downloading of Bidding Documents: you may visit www.batac.gov.ph

[Date of Issue]

MARLON F. SORIA
BAC Chairman

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity named in the BDS wishes to receive Bids for the **Purchase of Janitorial, Cleaning, and Other Supplies and Materials** with identification number **CGB-2024-PB-10-28**

The Procurement Project (“**Purchase of Janitorial, Cleaning, and Other Supplies and Materials**”) is composed of one hundred thirty-four (134) items, the details of which is described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for Calendar Year 2024 in the amount of **Two Million Six Hundred Ninety-Five Thousand Six Hundred Forty-Seven & 90/100 Pesos (Php 2,695,647.90)**

2.2. The source of funding is:

- a. **GENERAL FUND- DIFFERENT OFFICES-MOOE-OTHER SUPPLIES AND MATERIALS EXPENSES**

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 Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a Pre-Bid Conference **November 8, 2024 at 3:30 in the afternoon** at the BAC Office 3rd Floor City Hall Building, which shall be open to prospective bidders.

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:

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid within 120 days from the date of opening of bid. 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 original copy of the first and second components of its Bid and additional two certified copies to be labelled as COPY 1 and COPY 2.

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 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,

¹ 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.

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause											
5.3	<p>For this purpose, contracts similar in nature to the Project shall be:</p> <ul style="list-style-type: none"> a. Projects similar in nature to be bid out. b. completed within three (3) years prior to the deadline for the submission and receipt of bids. 										
7.1	Not applicable										
12	Not applicable										
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> <ul style="list-style-type: none"> a. The amount of not less than Fifty-Three Thousand Nine Hundred Twelve & 96/100 Pesos (Php 53,912.96), 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 One Hundred Thirty-Four Thousand Seven Hundred Eighty-Two & 40/100 Pesos (Php 134,782.40), if bid security is in Surety Bond. 										
19.3	<p>In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Item No.</th> <th style="text-align: left;">Project Title</th> <th style="text-align: left;">Unit</th> <th style="text-align: left;">Quantity</th> <th style="text-align: left;">Approved Budget of the Contract</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Purchase of Janitorial, Cleaning, and Other Supplies and Materials</td> <td style="text-align: center;">LOT</td> <td style="text-align: center;">1</td> <td style="text-align: right;">Php 2,695,647.90</td> </tr> </tbody> </table>	Item No.	Project Title	Unit	Quantity	Approved Budget of the Contract	1	Purchase of Janitorial, Cleaning, and Other Supplies and Materials	LOT	1	Php 2,695,647.90
Item No.	Project Title	Unit	Quantity	Approved Budget of the Contract							
1	Purchase of Janitorial, Cleaning, and Other Supplies and Materials	LOT	1	Php 2,695,647.90							
20.2	All documents/Supporting Documents that may be required under RA 9184 and its Latest IRR and Documentary Requirement as per COA- Circular No. 2012-001.										
21.2	No further instructions.										

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 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 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

- 6.1. 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.
- 6.2. 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>to</i> BATAC CITY HALL, WASHINGTON ST., BRGY # 1-S VALDEZ, CITY OF BATAC. 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 ADMINISTRATIVE OFFICER IV WENDELINA C. ROSARIO.</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 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.
	<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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

	<p>a. 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</p> <p>b. in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of one (1) year.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) year of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p>

	<p>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 Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>

	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Not applicable
4	The inspection and tests that will be conducted are: goods delivered shall be in conformity with the specifications indicated under Section VII of the BD.

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.

	Description	Quantity	Total	Unit of Measure	Delivered weeks/months
1	Absorber microfiber synthetic chamois towel	2	2	pcs	
2	Air freshener, 275 ml, lemon	18	18	pcs	
3	Air freshener, 320ml, lemon	239	239	pcs	
4	Air freshener, gel, lemon 180g	203	203	pcs	
5	Alcogel, 250ml	26	26	bot	
6	Alcohol, 70%, 250ml, Isopropyl	42	42	bot	
7	Alcohol, 70%, 500ml, isopropyl	402	402	bot	
8	Alcohol, 70%, isopropyl, 1 gallon	423	423	gal	
9	All purpose cleaner, 1 Ltr	33	33	bot	
10	Basin, plastic, med., size #20	1	1	pcs	
11	Basin, plastic, small, size #16	1	1	pcs	
12	Bleaching liquid, colored, 900ml	156	156	bot	
13	Bleaching liquid, original	85	85	gal	
14	Broomsticks	219	219	pcs	
15	Broomstick with handle	50	50	pcs	
16	Brush w/ handle (long)	25	25	pcs	
17	Bug spray, 250 - 300 ml	39	39	pcs	
18	Ceiling broom	4	4	pcs	
19	Chain. Steel, at least 1.5mtr	5	5	pcs	

20	Chlorine powder	11	11	drum
21	Cleaning gloves, rubber	74	74	pair
22	Deodorant cake, 100 gram	199	199	pcs
23	Detergent powder, 1 kg	409	409	packs
24	Detergent powder, 2.2kg	40	40	packs
25	Dishwashing liquid, 500ml	86	86	bot
26	Dishwashing liquid, 1 Ltr	59	59	bot
27	Dishwashing liquid	26	26	gal
28	Disinfectant concentrate	5	5	gal
29	Disinfectant concentrate, 150ML	15	15	bot
30	Disinfectant liquid, 350ml	1	1	bot
31	Disinfectant spray, small, 170ml	32	32	bot
32	Disinfectant Spray, big, 510g	248	248	pcs
33	Disposable gloves, Large	17	17	pair
34	Double sided, dishwashing sponges, small	64	64	pcs
35	Double-Sided Dishwashing sponges, big	53	53	pcs
36	Doormat, cloth, big	73	73	pcs
37	Doormat, rubberize, 40x60 cm	17	17	pcs
38	Drums (blue), 30 gal	5	5	pcs
39	Dust bin, 9.75ml	11	11	pcs
40	Dust mop, aluminum, 1 MT	1	1	pcs
41	Dust pan. Big	41	41	pcs
42	Dust pan. galvanized, big	13	13	pcs
43	Eco bag, medium	57	57	pcs
44	Fabric conditioner, 20-24ml	1,152	1,152	sachet

45	Fabric Detergent, liquid, 1 L	13	13	bot
46	Face mask	40	40	packs
47	Facial Tissue 140 pulls	376	376	boxes
48	Feather Duster	13	13	pcs
49	Flashlight, rechargeable, LED, long range	7	7	pcs
50	Floormat , high quality, loop, black,gray, 4x8 ft	6	6	pcs
51	Floor wax, white, liquid	12	12	gal
52	Floor wax, liquid, red, 1 ltr	1	1	bot
53	Floor wax paste type, red,900g	40	40	can
54	Furniture polish, big, 330ml	88	88	pcs
55	Gallon Round for water dispenser with non-spill cap	8	8	pcs
56	Garbage Bag, small, 10's	71	71	pack
57	Garbage Bag medium, 10's	210	210	pack
58	Garbage Bag large, 10's	218	218	pack
59	Garbage Bag XL, 10's	209	209	pack
60	Garbage Bag XXL, 10's	202	202	pack
61	Garbage Bag XL, 100's	28	28	pack
62	Garbage Bag XXL, 100's	6	6	pack
63	Garbage Bag XXXL, 100's	55	55	pack
64	Garbage bag, L, 100's	51	51	pack
65	Garbage bag, M, 100's	56	56	pack
66	Glass cleaner, spray, big, 500ml	73	73	bot
67	Glass cleaner, spray, small, 250ml	15	15	bot
68	Hand Sanitizer, 500ml	55	55	pcs
69	Hand soap bar, 60g	2	2	pcs

70	Hand soap, bar, 135 gms	93	93	pcs
71	Hand Soap, liquid, 1 gal	511	511	gal
72	Hand Soap, liquid, 500ml	89	89	bot
73	Hand Towel, absorbent, 30x50cm	148	148	pcs
74	Hand Gloves, kotton knitted, rubberize, black	60	60	pair
75	Household gloves, reusable	1	1	pairs
76	Insect spray water based, big, 600ml	198	198	bot
77	Insecticide spray, odorless, 500ml	4	4	bot
78	Interfolded paper towel	145	145	packs
79	Interfolded paper towel	3	3	boxes
80	Kerosene Gas	5	5	ltrs
81	Knife, stainless	5	5	pcs
82	Match, 10S	3	3	packs
83	Mega box, 155 ltr.	4	4	pcs
84	Mop- floor mop, with cotton string mop	14	14	pcs
85	Mop - Dust mop, Aluminum, 1MT, Industrial mop	2	2	pcs
86	Mop Handle, Aluminum, 5 ft.	7	7	pcs
87	Mop head, cotton refill	14	14	pcs
88	Mop head. Heavy duty, cotton, for industrial	13	13	pcs
89	Mop - Tornado, head refill	15	15	pcs
90	Mop - Tornado, heavy duty	11	11	pcs
91	Muriatic acid, 1 gal	26	26	gal
92	Muriatic acid, 1 L	314	314	bot
93	Nylon rope, #10	25	25	mtrs
94	Padlock, 30mm	10	10	pcs

95	Pail (high quality), big, 16L	14	14	pcs
96	Pail (high quality), medium, 10L	22	22	pcs
97	Paper cups 50s	156	156	packs
98	Paper plate	144	144	packs
99	Paper towel	32	32	roll
100	Plant scissor trimmer	1	1	pcs
101	Plastic bag, 3" X 4"	10	10	packs
102	Plastic bag, 4x12 100's	12	12	packs
103	Plastic cups 50s, 8oz	24	24	packs
104	Plastic drum, medium	1	1	pcs
105	Plastic fork 100s	71	71	packs
106	Plastic spoons 100s	71	71	packs
107	Pruner	1	1	pcs
108	Push brush, high quality	8	8	pcs
109	Rag, round, 10s	15	15	pcs
110	Rake, strong metal, garden	7	7	pcs
111	Rat killer, 200g	19	19	packs
112	Sack, 50kl	524	524	pcs
113	Sack, 50kl	100	100	pcs
114	Scouring pad with handle	7	7	pcs
115	Scrubbing pad	30	30	pcs
116	Shampoo, 350ml	3	3	bot
117	Sink Declogger, liquid	57	57	bot
118	Softbroom	81	81	pcs
119	Steel brush, wooden handle	18	18	pcs

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.

Technical Specifications

	Description	Quantity	Total	Unit of Measure	State of Compliance
1	Absorber microfiber synthetic chamois towel	2	2	pcs	
2	Air freshener, 275 ml, lemon	18	18	pcs	
3	Air freshener, 320ml, lemon	239	239	pcs	
4	Air freshener, gel, lemon 180g	203	203	pcs	
5	Alcogel, 250ml	26	26	bot	
6	Alcohol, 70%, 250ml, Isopropyl	42	42	bot	
7	Alcohol, 70%, 500ml, isopropyl	402	402	bot	
8	Alcohol, 70%, isopropyl, 1 gallon	423	423	gal	
9	All purpose cleaner, 1 Ltr	33	33	bot	
10	Basin, plastic, med., size #20	1	1	pcs	
11	Basin, plastic, small, size #16	1	1	pcs	
12	Bleaching liquid, colored, 900ml	156	156	bot	
13	Bleaching liquid, original	85	85	gal	
14	Broomsticks	219	219	pcs	
15	Broomstick with handle	50	50	pcs	
16	Brush w/ handle (long)	25	25	pcs	
17	Bug spray, 250 - 300 ml	39	39	pcs	
18	Ceiling broom	4	4	pcs	
19	Chain. Steel, at least 1.5mtr	5	5	pcs	
20	Chlorine powder	11	11	drum	
21	Cleaning gloves, rubber	74	74	pair	
22	Deodorant cake, 100 gram	199	199	pcs	

23	Detergent powder, 1 kg	409	409	packs
24	Detergent powder, 2.2kg	40	40	packs
25	Dishwashing liquid, 500ml	86	86	bot
26	Dishwasing liquid, 1 Ltr	59	59	bot
27	Dishwasing liquid	26	26	gal
28	Disinfectant concentrate	5	5	gal
29	Disinfectant concentrate, 150ML	15	15	bot
30	Disinfectant liquid, 350ml	1	1	bot
31	Disinfectant spray, small, 170ml	32	32	bot
32	Disinfectant Spray, big, 510g	248	248	pcs
33	Disposable gloves, Large	17	17	pair
34	Double sided, diswashing sponges, small	64	64	pcs
35	Double-Sided Dishwashing sponges, big	53	53	pcs
36	Doormat, cloth, big	73	73	pcs
37	Doormat, rubberize, 40x60 cm	17	17	pcs
38	Drums (blue), 30 gal	5	5	pcs
39	Dust bin, 9.75ml	11	11	pcs
40	Dust mop, aluminum, 1 MT	1	1	pcs
41	Dust pan. Big	41	41	pcs
42	Dust pan. galvanized, big	13	13	pcs
43	Eco bag, medium	57	57	pcs
44	Fabric conditioner, 20-24ml	1,152	1,152	sachet
45	Fabric Detergent, liquid, 1 L	13	13	bot
46	Face mask	40	40	packs
47	Facial Tissue 140 pulls	376	376	boxes

48	Feather Duster	13	13	pcs
49	Flashlight, rechargeable, LED, long range	7	7	pcs
50	Floormat , high quality, loop, black,gray, 4x8 ft	6	6	pcs
51	Floor wax, white, liquid	12	12	gal
52	Floor wax, liquid, red, 1 ltr	1	1	bot
53	Floor wax paste type, red,900g	40	40	can
54	Furniture polish, big, 330ml	88	88	pcs
55	Gallon Round for water dispenser with non-spill cap	8	8	pcs
56	Garbage Bag, small, 10's	71	71	pack
57	Garbage Bag medium, 10's	210	210	pack
58	Garbage Bag large, 10's	218	218	pack
59	Garbage Bag XL, 10's	209	209	pack
60	Garbage Bag XXL, 10's	202	202	pack
61	Garbage Bag XL, 100's	28	28	pack
62	Garbage Bag XXL, 100's	6	6	pack
63	Garbage Bag XXXL, 100's	55	55	pack
64	Garbage bag, L, 100's	51	51	pack
65	Garbage bag, M, 100's	56	56	pack
66	Glass cleaner, spray, big, 500ml	73	73	bot
67	Glass cleaner, spray, small, 250ml	15	15	bot
68	Hand Sanitizer, 500ml	55	55	pcs
69	Hand soap bar, 60g	2	2	pcs
70	Hand soap, bar, 135 gms	93	93	pcs
71	Hand Soap, liquid, 1 gal	511	511	gal
72	Hand Soap, liquid, 500ml	89	89	bot

73	Hand Towel, absorbent, 30x50cm	148	148	pcs
74	Hand Gloves, kotton knitted, rubberize, black	60	60	pair
75	Household gloves, reusable	1	1	pairs
76	Insect spray water based, big, 600ml	198	198	bot
77	Insecticide spray, odorless, 500ml	4	4	bot
78	Interfolded paper towel	145	145	packs
79	Interfolded paper towel	3	3	boxes
80	Kerosene Gas	5	5	ltrs
81	Knife, stainless	5	5	pcs
82	Match, 10S	3	3	packs
83	Mega box, 155 ltr.	4	4	pcs
84	Mop- floor mop, with cotton string mop	14	14	pcs
85	Mop - Dust mop, Aluminum, 1MT, Industrial mop	2	2	pcs
86	Mop Handle, Aluminum, 5 ft.	7	7	pcs
87	Mop head, cotton refill	14	14	pcs
88	Mop head. Heavy duty, cotton, for industrial	13	13	pcs
89	Mop - Tornado, head refill	15	15	pcs
90	Mop - Tornado, heavy duty	11	11	pcs
91	Muriatic acid, 1 gal	26	26	gal
92	Muriatic acid, 1 L	314	314	bot
93	Nylon rope, #10	25	25	mtrs
94	Padlock, 30mm	10	10	pcs
95	Pail (high quality), big, 16L	14	14	pcs
96	Pail (high quality), medium, 10L	22	22	pcs
97	Paper cups 50s	156	156	packs

98	Paper plate	144	144	packs
99	Paper towel	32	32	roll
100	Plant scissor trimmer	1	1	pcs
101	Plastic bag, 3" X 4"	10	10	packs
102	Plastic bag, 4x12 100's	12	12	packs
103	Plastic cups 50s, 8oz	24	24	packs
104	Plastic drum, medium	1	1	pcs
105	Plastic fork 100s	71	71	packs
106	Plastic spoons 100s	71	71	packs
107	Pruner	1	1	pcs
108	Push brush, high quality	8	8	pcs
109	Rag, round, 10s	15	15	pcs
110	Rake, strong metal, garden	7	7	pcs
111	Rat killer, 200g	19	19	packs
112	Sack, 50kl	524	524	pcs
113	Sack, 50kl	100	100	pcs
114	Scouring pad with handle	7	7	pcs
115	Scrubbing pad	30	30	pcs
116	Shampoo, 350ml	3	3	bot
117	Sink Declogger, liquid	57	57	bot
118	Softbroom	81	81	pcs
119	Steel brush, wooden handle	18	18	pcs
120	Tiles & toilet bowl cleaner 1L	209	209	bot
121	Tiles & toilet bowl cleaner, 500ml	4	4	bot
122	Tissue paper (Twin ply) by 10's	248	248	packs

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**
- (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 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

- (k) 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

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

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

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