

PHILIPPINE BIDDING DOCUMENTS

Procurement of Fleet Card for BOQ Vehicles for FY 2021

IB No. PB-2020-04

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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Section I. Invitation to Bid



Republic of the Philippines
Department of Health
BUREAU OF QUARANTINE
Manila



INVITATION TO BID FOR *Procurement of Fleet Card for BOQ Vehicles for FY 2021*

1. The *Bureau of Quarantine*, through the *National Expenditure Program 2021* intends to apply the sum of *Two Million Five Hundred Fifty-Six Thousand Pesos Only (Php 2,556,000.00)* being the ABC to payments under the contract for *Procurement of Fleet Card for BOQ Vehicles for FY 2021 under IB No. PB-2020-04*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Bureau of Quarantine*, through the *National Expenditure Program 2021* intends to apply the sum of *Two Million Five Hundred Fifty-Six Thousand Pesos (Php 2,556,000.00)* for the *Procurement of Fleet Card under IB No. PB-2020-04* being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The *Bureau of Quarantine* now invites bids for the above Procurement Project. Delivery of the Goods is required by *One (1) year*. 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 *Bureau of Quarantine* and inspect the Bidding Documents at the address given below during *8:00AM to 5:00PM*.

5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 25, 2020 to December 15, 2020* from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Five Thousand Pesos Only (Php 5,000.00)* The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

6. The *Bureau of Quarantine* will hold a Pre-Bid Conference on *December 3, 2020, 10:00AM* at the *PE Conference Room, 2nd Floor PE Building, 25th and A.C Delgado Sts., Port Area Manila* and through Webex video conferencing 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 *December 15 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 *December 15, 2020, 10:00AM* at the *at the PE Conference Room, 2nd Floor PE Building, 25th and A.C Delgado Sts., Port Area Manila* or via *Webex video conferencing*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The *Bureau of Quarantine* 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. The *Bureau of Quarantine* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

*BAC Secretariat
Bureau of Quarantine
25th and Delgado Sts., Port Area, Manila
5318-7500 loc. 117, Postal Code 1018
boqbac@gmail.com*

13. You may visit the following websites:

For downloading of Bidding Documents: <http://quarantine.doh.gov.ph/>

CARLOS DELA REYNA JR., MD, MDM
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Bureau of Quarantine wishes to receive Bids for the Procurement of Fleet Card for BOQ Vehicles for FY 2021, with identification number PB-2020-04

The Procurement Project (referred to herein as “Project”) is composed of one lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for National Expenditure Program 2021 in the amount of *Two Million Five Hundred Fifty-Six Thousand Pesos Only (Php 2,556,000.00)*.

2.2. The source of funding is:

NGA, the National Expenditure Program FY 2021

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: 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.

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, Bureau of Quarantine, 25th and AC Delgado St. Port Area, manila and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 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 until 120 calendar days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }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

Bid Data Sheet

ITB Clause							
5.3	For this purpose, contracts similar to the Project shall be: Fleet Cards for Vehicles completed within <i>Three (3) Years</i> prior to the deadline for the submission and receipt of bids.						
7.1	<u>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</u>						
12	The price of the Goods shall be quoted DDP 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>Fifty One Thousand One Hundred Twenty Pesos Only (Php 51,120.00)</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>One Hundred Twenty Seven Thousand Eight Hundred Pesos Only (Php 127,800.00)</i> if bid security is in Surety Bond.						
19.3	<table><tr><td>Lot</td><td>Item</td><td>ABC</td></tr><tr><td>1</td><td><i>Procurement of Fleet Card for BOQ Vehicle for FY 2021</i></td><td>2,556,000.00</td></tr></table>	Lot	Item	ABC	1	<i>Procurement of Fleet Card for BOQ Vehicle for FY 2021</i>	2,556,000.00
Lot	Item	ABC					
1	<i>Procurement of Fleet Card for BOQ Vehicle for FY 2021</i>	2,556,000.00					
20.2	<u>None</u>						
21.2	<u>None</u>						

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</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: <i>Select appropriate requirements and delete the rest.</i></p> <ul 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
	<ul 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.

	<p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <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><i>Select appropriate requirements and delete the rest.</i></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> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <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 <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months 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 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	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

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.

Lot Number	Description	Quantity	Total	Delivered, Weeks/Months
<i>1</i>	<i>Procurement of Fleet Card for BOQ Vehicles for FY 2021</i>	<i>1</i>	<i>1</i>	<i>Contract Duration: One (1) year (Service will start within 7 calendar days upon receipt of Notice to Proceed)</i>

Section VII. Technical Specifications

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 statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
	<p>a. Unleaded gasoline conforming to the Philippine National Standard 1131, with Research Octane Number (RON) of 93 minimum; and</p> <p>b. Diesel Fuel conforming to the Philippine National Standard 20, grade Automatic Diesel Oil (ADO).</p> <p>c. The Fuel Supply Provider shall provide the fuel requirements of BOQ using the Fleet Card fuel payment system.</p>	

	d. Lubricants other services indicated below	
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Unit	Item Description	Quantity
Lot	Procurement of Fleet Card for BOQ Vehicle	1
A. Provincial Station vehicles(all diesel)		
Liters	Kalibo station, isuzu crosswind CR 8252 100/mo x 12 mo	1200
Liters	Iloilo station, isuzu crosswind SJS 350 100/mo x 12 mo	1200
Liters	Clark station, isuzu crosswind CR 8496 100/mo x 12 mo	1200
Liters	Zamboanga station, isuzu crosswind SJS 341 100/mo x 12 mo	1200
Liters	Lucena station, isuzu crosswind SGJ 362 100/mo x 12 mo	1200
Liters	Batangas station, Ford lynx SHU 892 100/mo x 12 mo	1200
Liters	Cebu station, isuzu crosswind SJS 340 100/mo x 12 mo	1200
Liters	Cebu station, isuzu crosswind CR 9411 100/mo x 12 mo	1200
Liters	Cebu station, Toyota Ambulance SHU 402 100/mo x 12 mo	1200
Liters	GenSan station, isuzu crosswind SJS 339 100/mo x 12 mo	1200
Liters	Cagayan de Oro station, isuzu crosswind SJS 331 100/mo x 12 mo	1200
Liters	La Union station, Toyota Land Cruiser SHY 296 100/mo x 12 mo	1200
B. Manila Station Vehicle (all Diesel)		
Liters	Manila station, JAC Prince SKF 989 150/mo x 12 mo, diesel	1800
Liters	Manila Station, Toyota Ambulance SHU 401 200/mo x 12 mo, diesel	2400
Liters	Manila Station, Toyota Ambulance SHU 404 200/ mo x 12 mo, diesel	2400
Liters	Manila Station, Isuzu Crosswind SJS 321 150/mo x 12 mo, diesel	1800
Liters	Manila Station, Isuzu Crosswind SJS 349 150/ mo x 12 mo, diesel	1800
Liters	Manila Station, Toyota Grandia SJZ 830 200/mo x 12 mo, Diesel	2400
Liters	Manila Station, Isuzu Crosswind CR 9408 300/mo x 12 mo, diesel	3600
Liters	Manila Station, Isuzu Crosswind CR 8487 300/mo x 12 mo, diesel	3600
Liters	Manila Station, Isuzu Passenger Van CQ 1268 300/mo x 12 mo, diesel	3600

Liters	Manila Station, Ford Ranger SJS 617 150/mo x 12 mo, diesel	1800
Liters	Manila Station, Nissan Urvan SGJ 503 150/mo x 12 mo, diesel	1800
Liters Note: Fleetcard are subject for cancellation upon return of said vehicle to the owner	Manila Station, Nissan Ambulance F2 0985 200/mo x 12mo, diesel	2400
Liters Note: Fleetcard are subject for cancellation upon return of said vehicle to the owner	Manila Station, Nissan Ambulance F2 1956 200/mo x 12 mo, Diesel	2400
Liters Note: Fleetcard are subject for cancellation upon return of said vehicle to the owner	Manila Station, Nissan Ambulance F3U 962 200/mo x 12mo, Diesel	2400
Liters	Manila Station, Honda City SJX 947 200/mo x 12 mo, Gasoline	2400

- I. Bid price shall consist of the following:
 - a. Prices indicated for petroleum are for bidding purposes only. The bid prices used for diesel and gasoline are the maximum amounts reflected in the “prevailing retail prices of petroleum products in Metro Manila” report posted at the DOE website as of Oct 13, 2020
 - b. Handling fee if applicable
 - c. Contingency which refers to the fixed amount allotted to cover price fluctuations for petroleum and other fees such as cash bonds, joining and membership fees, annual card fees, and all other fees shall be waived by the supplier thus, shall not be borne by the BOQ
- II. Current pump price shall be used during contract implementations. Bid price for Oil and Lubricant inclusive of service which shall be the fixed ceiling price for at least one specified station within a five (5) kilometer radius from the BOQ office
- III. Provision of free 24-hour towing and roadside assistance subject to terms and conditions of the third-party provider.
- IV. Payment system
 - a. Credit charging (30) day cycle
 - b. Settlement/Billing through the BOQ Head offices
 - c. Allows deduction of applicable withholding tax from monthly billing statement

TECHNICAL SPECIFICATIONS OF FLEET CARD SERVICES FOR BOQ MAIN AND PROVINCIAL STATION

I.SCOPE OF REQUIREMENTS

1. The Fuel Supply Provider should comply with the following Philippines Standards on Fuel:
 - e. Unleaded gasoline conforming to the Philippine National Standard 1131, with Research Octane Number (RON) of 93 minimum; and
 - f. Diesel Fuel conforming to the Philippine National Standard 20, grade Automatic Diesel Oil (ADO).
2. The Fuel Supply Provider shall provide the gasoline and diesel fuels to BOQ in the estimated volume or quantity for one (1) year period.
3. The Fuel Supply Provider shall provide the fuel requirements of BOQ using the Fleet Card fuel payment system. It must ensure that the fleet card fuel payment system is protected from duplication or hacking and must have the flexibility to accommodate adjustments in setting the monthly limits either in pesos or in liters, in all or selected cards.
4. The Fuel Supply Provider shall employ the latest Fleet Card Technology. The Fleet Card should be able to contain pertinent information such as the authorized end-user, vehicle plate number, monthly allocation, allowed products and others.
5. In order to ensure continuity of service, the Fuel Supply Provider should be able to supply the existing number of fleet cards within one (1) week from the issuance of the Notice to Proceed.
 - a. Have fully enrolled all users in the fleet card system
 - b. Have completed distribution of fleet cards to all users
 - c. Have conducted orientation on the use of the fleet card and all services to all users*Additional fleet cards should be provided within one (1) week from receipt of the formal request by BOQ through the BOQ Administrative Division at no additional cost to BOQ.*
6. Considering the nationwide coverage of the services provided by BOQ and to ensure ready access to fuel supply stations, the Fuel Supply Provider must have at least 2,000 fuel refilling stations nationwide, and at least 850 stations equipped with fleet card terminals and accept fleet card service located nationwide.
7. The Fuel Supply Provider should provide, whenever required, through its own facility or through an accredited towing facility, 24/7 towing services to BOQ motor vehicle, free of charge.
8. Towing service shall cover all BOQ vehicle such as cars, vans with issued fleet cards
9. The Fleet Card Service Provider must:
 - a. Have a wide service station network nationwide and all of its branches are available at all times to dispense the fuel and oil requirements to BOQ service vehicles following the terms and condition set in the contract.
 - b. At least 2,000 stations nationwide
 - c. At least 850 stations equipped with fleet card terminal
 - d. Have a web-based program for data tracking or monitoring reflecting the monthly purchases.

e. Give the 24-hour towing services and roadside assistance nationwide to all service vehicles enrolled in the fleet card.

10. The Fleet Card Service Provider shall provide BOQ service vehicles a **Vehicle Specific Fleet Card** to contain the following:

- a. Card Number
- b. Office Name
- c. Vehicle details (type of vehicle & plate number)
- d. Product restriction (type of fuel; allocation and frequency of services)
- e. Expiry date

11. The Product Restriction includes the type of Fuel: Premium, Unleaded or Regular Gasoline, Diesel:

- The Maximum fuel allocation of each vehicle per month is indicated in the Fleet Card.
- Only the vehicle indicated on the fleet card shall be allowed to avail of the above products and services with the limitations categorically stated therein.

12. The Fleet Card Services Provider shall be responsible to dispense and make available at all time at all branches of its station for a period of one (1) year under the terms and condition most advantageous to the government the following estimated volume or quantity:
Total fuel allocation for one (1) year (based on allocation/ service vehicle/ month indicated in the fleet card):

- a. Gasoline : 2,400 liters more or less
- b. Diesel : 44,880 liters more or less

Maximum Credit Limit will be stated in the bidding documents for each office.

13. Fuel Allocation per vehicle on a monthly basis:

- Kalibo Station, Isuzu Crosswind CR 8252 -100 liters
- Iloilo Station, Isuzu Crosswind SJS 350 -100 liters
- Clark Station, Isuzu Crosswind CR 8496 -150 liters
- Zamboanga Station, Isuzu Crosswind SJS 341 -100 liters
- Lucena Station, Isuzu Crosswind SGJ 362 -120 liters
- Batangas Station, Ford Lynx SHU 892 -100 liters
- Cebu Station, Isuzu Crosswind SJS 340 -120 liters
- Cebu Station, Isuzu Crosswind CR 9411 -100 liters
- Cebu Station, Toyota Ambulance SHU 402 -100 liters
- GenSan Station, Isuzu Crosswind SJS 339 -120 liters
- Cagayan de Oro Station, Isuzu Crosswind SJS 331 -100 liters
- La Union Station, Toyota Land Cruiser SHY 296 -150 liters
- Davao Station, Isuzu Crosswind 4403 -100 liters
- Davao Station, Isuzu Crosswind SJS 328 -100 liters
- Manila Station, JAC Prince SKF 989 -150 liters
- Manila Station, Toyota Ambulance SHU 401 -200 liters
- Manila Station, Toyota Ambulance SHU 404 -200 liters
- Manila Station, Isuzu Crosswind SJS 321 -150 liters
- Manila Station, Isuzu Crosswind SJS 349 -200 liters

➤	Manila Station, Toyota Grandia SJZ 830	-200 liters
➤	Manila Station, Isuzu Crosswind CR 9408	-250 liters
➤	Manila Station, Isuzu Crosswind CR 8487	-300 liters
➤	Manila Station, Isuzu Passenger Van CQ 1268	-250 liters
➤	Manila Station, Ford Ranger SJS 617	-150 liters
➤	Manila Station, Nissan Urvan SGJ 503	-200 liters
➤	Manila Station, Honda City SJX 947	-200 liters
➤	Manila Station, Toyota Grandia A9Y 247	-200 liters
➤	Manila Station, Toyota Grandia A9Z 257	-200 liters
➤	Manila Station, Toyota Grandia A9Z 267	-200 liters
➤	Manila Station, Toyota Grandia Abe 1232	-200 liters
➤	Manila Station, Hyundai Coaster MR 5947	-250 liters
➤	Manila Station, Mitsubishi Coaster SHX 586	-250 liters
➤	Manila Station, Nissan Ambulance F2 0985	-200 liters
➤	Manila Station, Nissan Ambulance F2 1956	-200 liters
➤	Manila Station, Nissan Ambulance OV 9307	-200 liters
➤	Manila Station, Honda City SJX 947	-200 liters

14. The Fleet Card includes Products for Change oil services such as oil, lubricant and filter requirements in each BOQ vehicles for One (1) year consumption:

- 10 Liters Engine Oil
- 2 Pieces Oil Filter
- 2 Fuel Filter
- 2 Pieces Air Filter
- 2 Pieces Flushing on

II.Responsible of the Fleet Card Services Provider

1. The Service provider shall allow issuance of fuel and oil products to BOQ vehicles, enrolled/listed in the fleet card program, in all of its branches.
2. The service station/branch shall load fuel and oil only to the vehicle indicated in the fleet card (Plate number, petroleum products i.e., gasoline or diesel) and no excess shall be allowed outside the maximum allocation.
3. A transaction slip/receipt/invoice shall be issued every time fuel and oil is withdrawn.
4. The Statement of Account should be accurate with the receipt/invoice issued by the service station.
5. Ensure that the fleet card transaction slip accurately reflects any and all purchases charged to the fleet card

III.Funding for the Projects

The cost for the procurement of gasoline/ diesel fuels, Oil, Lubricant and Filter is estimated *at Two Million Five Hundred Fifty Six Thousand Pesos Only (Php2,556,000.00)* for one (1) year, inclusive of all applicable national and local taxes.

IV.Evaluation of Bids

1. Considering the pump prices of fuels to be volatile, prospective bidders will be evaluated using the following criteria:
 - a. Bidders must satisfy the above-mentioned requirements.
 - b. Bidders must agree on the mode and computation of payment being implemented by the BOQ-Central Office as indicated below.

V. Inspection and Testing

It is recommended that there be a conduct of testing and/or inspection of fleet card to be delivered by the winning bidder. The BOQ will conduct a testing of the fleet cards upon post-qualification at the BOQ-Central Office in order to establish compliance to the technical specification as stated in the terms of reference. The supplier shall bring the necessary equipment for the inspection and/or testing.

VI. Payment Scheme

The payment will be done on Monthly basis upon submission of the service provider of its statement of accounting/billing statement.

1. Payment computation shall be as follows:
 - Gross receipts total (i.e. including 12% VAT)Phpxxx,xxx.xx Less : 1% EWT and 5% Final Tax
 - { Application of which will be on the net receipt totals (i.e. gross less 12% VAT).
 - A tax withheld certificate or tax credit will be credited on the service station provider}
 - xx,xxx.xx
 - NET PAYMENT

Processing of statement of account usually takes two (2) weeks. The certificate of tax withheld is available at the Cashier Section upon payment.

VII. Duration of Contract

Contract duration will be for a period of one (1) year, which will start upon receipt of the Notice to Proceed by the service provider.

VIII. Payment

Without precluding future operational adjustment, to facilitate processing of claims for payment for fuel supplied and withdrawn through fleet card system, the following should be undertaken or provided by the Fuel Supply Provider.

1. It must have a web-based program for data tracking or monitoring of BOQ's monthly purchases.
2. It must have a Single Invoice System for the BOQ's fleet's monthly purchases.
3. The fuel provider shall provide BOQ withdraw data every first working day of the week
4. The Fuel Supply Provider shall send through e-mail the Statement of Account on the 2nd day of each month.
5. The Fuel Supply Provider shall compile all of the withdrawals made during the month. A Monthly billing statement, together with a detailed transaction report for all the vehicle, will be submitted the BOQ within five (5) working days after the monthly cut-off.

6. The credit term is M-30 wherein payment due is 30 days after each monthly cut-off date.
7. Payment terms shall provide for average of 45 days' interest free facility.
8. No card blocking before the 45 days' interest free facility.
9. Payment shall be made based on actual fuel consumption or fuel withdrawals and within forty-five (45) working days after the cut-off date. The cut-off date is every end of the month.

IX. Discount of Price of Fuel (if any)

Discount on fuel price, if any, shall be in a form of direct reduction on the current market price, set either in percentage basis or in a fixed pesos amount. Said discount shall be applied throughout the duration of the contract.

X. Liquidated Damages

In case of Supplier's delays in the delivery of goods and/or performance of services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

XI. Cost of Fleet Card

The Cost of fleet card shall be incorporated in the Financial Proposal.

TECHNICAL SPECIFICATIONS OF AUTOMOTIVE DIESEL OIL (ADO)

I. SCOPE OF REQUIREMENTS

1. The Fuel Supply Provider should comply with the following Philippines Standards on Fuel:
 - g. Diesel Fuel conforming to the Philippine National Standard 20, grade Automatic Diesel Oil (ADO).
 - h. 15w40 Turbo Oil
2. The Fuel Supply Provider shall provide the diesel fuels to BOQ in the estimated volume or quantity for one (1) year or twelve (12) month period.
3. Fuel Allocation for Quarantine Launch on a quarterly basis:
 - a. Total of 16,000 liters for One (1) year period (4,000 liters Automotive Diesel Oil per quarter)
4. Products for Change oil services for BOQ Launch for One (1) year
 - 16 Pails (18 liters/pail) 1540 Turbo Oil

II. Responsible of the Fuel Supply Provider

1. The Service provider shall load fuel and oil only at designated bunkering station required at Manila Ports.
2. The truck tanker service provider shall accomplish procedural requirements provided both by Quarantine Launch section and BOQ Supply section (see annex 1)
3. A transaction slip/receipt/invoice shall be issued every time fuel and oil is withdrawn.
4. The statement of account should be accurate with the receipt/invoice issued by the service station.

III.Funding for the Projects

The cost for the procurement of diesel fuels and Oil is estimated *at One Millio Fifty-Nine Thousand Eight Hundred Forty Pesos Only (Php 1,059,840.00)* for one (1) year, inclusive of all applicable national and local taxes.

IV.Evaluation of Bids

1. Considering the pump prices of fuels to be volatile, prospective bidders will be evaluated using the following criteria:
 - a. Bidders must satisfy the above-mentioned requirements.
 - b. Bidders must agree on the mode and computation of payment being implemented by the BOQ-Central Office as indicated below.

V.Inspection and Testing

It is recommended that there be a conduct of testing and/or inspection of fleet card to be delivered by the winning bidder.

VI.Duration of Contract

Contract duration will be for a period of one (1) year, which will start upon receipt of the Notice to Proceed by the service provider.

VII.Discount of Price of Fuel (if any)

Discount on fuel price, if any, shall be in a form of direct reduction on the current market price, set either in percentage basis or in a fixed pesos amount. Said discount shall be applied throughout the duration of the contract.

VIII.Liquidated Damages

In case of Supplier's delays in the delivery of goods and/or performance of services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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.

