# PHILIPPINE BIDDING DOCUMENTS

# PROCUREMENT OF FINANCIAL MANAGEMENT / ACCOUNTING SYSTEM AND WEB HOSTING SERVICES FOR ACCOUNTING SYSTEM TO AUTOMATE GENERATION OF ACCOUNTING REPORTS

Government of the Republic of the Philippines

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# **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 "name of the Procuring Entity" and "address for bid submission," 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.

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# Glossary of Acronyms, Terms, and Abbreviations

ABC - Approved Budget for the Contract.

BAC - Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF - Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI - Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means "delivered duty paid."

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

FCA - "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract

between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** - Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA - National Government Agency.

**PhilGEPS -** Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC –** Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN -** United Nations.

# Section I. Invitation to Bid

# INVITATION TO BID FOR THE PROCUREMENT OF FINANCIAL MANAGEMENT / ACCOUNTING SYSTEM AND WEB HOSTING SERVICES FOR ACCOUNTING SYSTEM TO AUTOMATE GENERATION OF ACCOUNTING REPORTS

- The Center for International Trade Expositions and Missions (CITEM), through the 1. Corporate Operating Budget for 2025 intends to apply the sum of Two Million Five Hundred Thousand Pesos (PHP2.500.000.00) being the ABC to payments under the contract for the Procurement of Financial Management / Accounting System and Web Hosting Services for Accounting System to Automate Generation of Accounting Reports. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Center for International Trade Expositions and Missions now invites bids for the above Procurement Project. Delivery of the Goods is required by five (5) to six (6) months from the receipt of the 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 nondiscretionary "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.

- Prospective Bidders may obtain further information from CITEM Bids and Awards Committee 4. Secretariat and inspect the Bidding Documents at the address given below during Monday to Friday, 8:00AM - 5:00PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 09 June 2025 from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Two Thousand Five Hundred Pesos (PHP2,500.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means. Payment shall be made thru CITEM Bank Account below, a copy of bank deposit slip should be emailed to the BAC Secretariat:

: Landbank of the Philippines o Bank

o Account Name : CITEM

o Account Number : 1772 1038 63

o Bank Address : LBP Century Park (Harrison Plaza) Branch

o Swift Code : TLBPPHMM

The Center for International Trade Expositions and Missions will hold a Pre-Bid 6. Conference on 17 June 2025, 02:00PM through video conferencing or webcasting via Zoom,

which shall be open to prospective bidders. Please set your Zoom name into this format: Name Surname Company Name. Below is the access to the conference:

https://zoom.us/j/8549547139

D 854 954 7139 (Passcode: 544748)

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *01 July 2025, 02:00PM*. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on *01 July 2025, 02:00PM* via *Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please set your Zoom name into this format: Name Surname Company Name. Below is the access the conference:

https://zoom.us/j/8549547139

D 854 954 7139 (Passcode: 544748)

- 10. Bidders may access the prescribed forms and sample formats in this link: https://tinyurl.com/3tvjjxz2
- 11. The **Center for International Trade Expositions and Missions** 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:

### **CITEM-BAC Secretariat**

Center for International Trade Expositions and Missions Golden Shell Pavilion Roxas Blvd. Cor. Sen. Gil Puyat Ave., Pasay City

Tel no. +63(2) 8-831-2201 loc. 294/309 Email: citembac@citem.com.ph Website: www.citem.com.ph

13. You may visit the following websites:

For downloading of Bidding Documents: https://www.citem.gov.ph/procurement/opportunities/last-updated

09 June 2025

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

# Section II. Instructions to Bidders

# 1. Scope of Bid

The Procuring Entity, Center for International Trade Expositions and Missions wishes to receive Bids for the Procurement of Financial Management / Accounting System and Web Hosting Services for Accounting System to Automate Generation of Accounting Reports, with identification number 2025-0171.

The Procurement Project (referred to herein as "Project") is composed of *two items*, 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 **Corporate Operating Budget for 2025** in the amount of **Two Million Five Hundred Pesos (PHP 2,500,000.00)**.
- 2.2. The source of funding is GOCC and GFIs, the proposed Corporate Operating Budget.

# 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

# 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

# 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

# 6. Origin of Goods

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

## 7. Subcontracts

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

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through **Zoom** as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

# 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

# 11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

# 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the BDS.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

# 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

# 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 calendar days upon opening of bids.**Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

# 15. Sealing and Marking of Bids

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

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

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

### 16. Deadline for Submission of Bids

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

# 17. Opening and Preliminary Examination of Bids

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

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

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

# 18. Domestic Preference

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

# 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in

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

## 20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

# 21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

# Section III. Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Financial Management / Accounting System with hosting implementation
	b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting not allowed.
10	Statement of the Bidder's SLCC similar to the contract to be bid shall contain the following:
	<ol> <li>Name of the completed contract with contract date, period and amount, which should correspond to the required percentage of the ABC to be bid. The value is adjusted to the current prices using the Philippine Statistics Authority consumer price indices, when necessary;</li> </ol>
	ii. The relevant period or delivery date when the said SLCC was completed; end user's acceptance or official receipt(s) or sales invoice issued for the contract, and;
	iii. Definition or description of the similar project or major categories of work.
	Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started shall contain the following:
	<ul> <li>Names of outstanding contracts with other contracting party, i.e., Procuring Entity or private company allowed by the rules, contract date, period and amount or value; and</li> </ul>
	ii. Kinds of Goods and dates of delivery.
12	The price of the Goods shall be quoted DDP at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	<ul> <li>The amount of not less than (2%) of ABC or PHP50,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> </ul>
	b. The amount of not less than (5%) of ABC or <b>PHP125,000.00</b> , if bid security is in Surety Bond.
19.3	Item is being bidded out as Single Lot.
	Item 1: Financial Management / Accounting System – ABC: PHP2,000,000.00 Item 2: Web Hosting Services for Accounting System – ABC: PHP500,000.00
20.1	As part of the evaluation process, the single/lowest calculated bidder must conduct a live system demonstration to showcase the following:  • Functionality of all required modules  • Capability to generate and customize reports/forms (e.g., BIR forms, journals, invoices)
	<ul> <li>Security features (e.g., user management, SSO, audit trail)</li> <li>Compliance with BIR electronic filing/reporting formats</li> <li>Handling of multi-currency transactions</li> <li>Navigation, user interface, and ease of use</li> </ul>
	g,,

	Product Brochure or Data Sheet that includes:              Overview of the accounting system and its core modules             Technical specifications and system requirements             Description of compliance features (e.g. BIR reporting support)             Screenshots or visuals illustrating key functionalities             Licensing and deployment options (e.g., on-premise, cloud, hybrid)
21.2	No further instructions

# Section IV. General Conditions of Contract

# 1. Scope of Contract

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

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

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

# 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

## 3. Performance Security

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

# 4. Inspection and Tests

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

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

## 5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace

the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

# 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	"The delivery terms applicable to the Contract are DDP at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City in accordance with INCOTERMS."
	"The delivery terms applicable to this Contract are delivered at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <b>Ms. Wilma G. Dulay, DC, Controllership Division</b> .
	Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:  a. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	<ul> <li>furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ul>
	c. 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
	d. 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.
	e. 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.
	Packaging –
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.  The packaging, marking, and documentation within and outside the packages shall
	comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
	The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description

**Final Destination** 

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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.

# Transportation -

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.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

# Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2 The terms of payment shall be as follows:

# 1. Web Hosting Services:

 Full payment of webhosting upon installation of the accounting system to the cloud.

# 2. Financial Management/Accounting System:

• **50% of the accounting system fee** shall be payable upon successful training of users, verified by a signed training completion report.

	Remaining 50% of the accounting system fee shall be payable upon final sign-off by the client, confirming that all deliverables have been received and accepted as per the Terms of Reference.
4	The inspections and tests that will be conducted are:  After appropriate data gathering sessions with the CITEM business units, the winning bidder shall submit the following documents for approval by the system owner  1. List of processes to be included in the project  2. Solution Design Document  - CITEM shall then prepare a list of User Acceptance Test Scenarios, and the two parties shall finalize the list of Test Scenarios that the new system is required to pass before CITEM will sign-off on acceptance of the system.  - CITEM representative will be assigned to perform the test report results.

# 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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Phase 1: Project Presentation Kick-off presentation, assessment of technical infrastructure, installation of software licenses to server and workstations, quality check and documentation of phase 1	1	1	Within the first month upon receipt of the Notice to Proceed (NTP)
2	Phase 2: Business Blueprint Data gathering, blueprint documentation, quality check and documentation of phase 2	1	1	Within the first month upon receipt of the Notice to Proceed (NTP)
3	Phase 3: Project Realization Initialization and configuration of production database per blueprint, validation and testing of business process, quality check and documentation of phase 3	1	1	Within the second month upon receipt of the Notice to Proceed (NTP)
4	Phase 4: Final Preparation UAT, training of end-users, migration of data, quality check and documentation of phase 4	1	1	Within the fourth month upon receipt of the Notice to Proceed (NTP)
5	Phase 5: Go-Live and Support Monitor and support live environment, preparation of end-users manual, project closing and documentation of phase 5	1	1	Within the Fifth month upon receipt of the Notice to Proceed (NTP)

I hereby	commit to	comply	and delive	r all the	above	requirement	in accordance	e with the	above	stated
schedule	€.									

Name of Company/Bidder (Signature Over Printed Name)
Bidder/Authorized Representative

# Section VII. Technical Specifications

[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.]

# INTRODUCTION

The purpose of this Terms of Reference (TOR) is to outline the requirements for procuring a financial management(accounting) system for Center for International Trade Expositions and Missions (CITEM). The system must comply with Philippine financial regulations, including the Bureau of Internal Revenue (BIR), tax laws, and other statutory requirements.

### **OBJECTIVES**

The primary objectives of the financial management(accounting) system procurement are:

- To automate financial transactions and reporting.
- To ensure compliance with BIR requirements and Philippine tax regulations.
- To ensure compliance with IPSAS (International Public Sector Accounting Standards) and relevant government standards.
- To enhance efficiency in accounting, bookkeeping, and financial management.
- To provide accurate and real-time financial data for decision-making.

# **RESPONSIBILITIES OF CITEM**

- 1. To provide Project Team Organization
- 2. To provide the relevant documents/reports to the supplier
- 3. To provide feedback on the draft report
- 4. To Provide Project Governance and Resources
  - Appoint a Project Manager to serve as the main point of contact.
  - Assign a core project team with representatives from Controllership Division.
  - Ensure decision-makers are available to approve changes, configurations, and process designs promptly.
- 5. To provide comments on the plan and the methodology of the supplier Data Preparation and Migration
  - Extract and cleanse legacy data (e.g., customers, suppliers, inventory, chart of accounts).
  - Provide data files in agreed formats (e.g., Excel templates for import).
  - Validate and sign off on migrated data post-import

# **Business Process Review**

- Participate in business requirement gathering sessions.
- Provide detailed documentation of current processes and desired futurestate workflows.
- Approve business process blueprints and configurations before development begins.

# Infrastructure and Environment Setup

- Provide required IT infrastructure (servers, network, user PCs).
- Ensure all users have the appropriate access and licenses.
- Coordinate with winning bidder for testing environments and backups.
- Participate in User Acceptance Testing (UAT).
- Prepare test cases and scenarios based on real-life business transactions.
- Log and report issues during UAT and validate fixes before go-live.

# Training and Change Management

- Ensure attendance of key users in training sessions.
- Communicate system and process changes to all affected teams.

• Support internal change management activities.

# Go-Live Preparation and Support

- Coordinate cut-off activities (e.g., stopping transactions in legacy system).
- Validate and sign off on go-live readiness checklist.
- Provide hyper care support during the first few weeks of post-go-live.

# Ongoing Commitment

- Provide feedback for improvements and enhancements.
- Continue to support internal adoption and usage of Accounting System.
- Ensure compliance with post-implementation support terms.

Item	Specification	Statement of
	•	Compliance
1	FINANCIAL MANAGEMENT/ACCOUNTING SYSTEM MUST	
	HAVE THE FOLLOWING MODULES AND FUNCTIONALITIES: Administration	
	Financials	
	Sales - AR	
	Purchasing - AP	
	Banking	
	Business Partner	
	Inventory	
	BIR Tax Module	
	Books of Accounts	
	General Ledger	
	General Journal	
	Sales Journal	
	Purchase Journal	
	Cash Receipt Journal	
	Cash Disbursement Journal	
	Inventory Journal	
	Debit/Cash Journal	
	BIR Forms	
	0619-E	
	0601-EQ	
	1604-E	
	2550M	
	2550Q	
	2307	
	VAT Reports	
	Purchase Relief Sales Relief	
	Importation	
	Withholding Tax Reports	
	EWT Report	
	CWT Report	
	SAWT Report	
	SAWT	
	MAP	
	Security Features:	
	Can define user and role management	
	Can enforce password policies (expiration, lockout, etc.)	
	Supports Single Sign-On (SSO) when integrated to enterprise	
	environments	
	Track and record system changes, user activities, and data	
	updates through comprehensive audit logs.	
	Ensure data security through TLS/SSL encryption for all data	
	transmissions	
	ISO (International Organization for Standard) and Security	
	Certifications	
	ISO/IEC 27001 – Information Security Management	

	ISO/IEC 22301 – Business Continuity Management	
	ISO/IEC 9001 – Quality Management Systems	
	ISO/IEC 27017 – Cloud-Specific Security Controls	
	ISO/IEC 27018 – Personal Data Protection in the Cloud	
	BS 10012	
	CSA STAR	
	Other requirements:	
	Accepts multi-currency transactions	
	Capable for cloud and on-premise deployment	
	Perpetual License	
	Minimum of 5 users	
	Provide customized end-user manual	
	Provide business process documentation	
	Provide system and database documentation	
	Include customized forms:	
	Sales Invoice	
	Purchase Order	
	Journal Voucher	
	Check Voucher	
	Provide End-user Training	
	Include migration of beginning balance	
	Inventory balance	
	General ledger balance	
	Customer and vendor balance	
	Provide Go live assistance	
	One (1) year warranty and maintenance	
	Resolution time of 24 to 48 hours	
	Available Technical support Monday – Friday (9AM-6PM)	
	Human Resource Requirements	
	Provide a dedicated technical team composed of:	
	Team leader must be a Certified Public Accountant (CPA)	
	Business Analyst or Accounting Expert must be a Certified	
	Public Accountant (CPA)	
	Software developer / system engineer must be a	
	BSCOMSCI/BSIT/BSIS/BSA graduate	
2	WEB HOSTING SERVICES FOR ACCOUNTING SYSTEM	
	VM Accounting Server	
	CPU 2vCPU	
	Memory (RAM) 16 GB	
	Disk 128 GB (SSD NVMe)	
	Network 1 Static Public IP Address	
	Public/Private Bandwidth 1 Gbit/s	
	Data Transfer 1 TB (Every Month)	
	Anti-Virus 1 Avast Business Security	
	With licenses	
	VM SQL Server	
	CPU 2vCPU	
	Memory (RAM) 16 GB	
	Disk 128 GB (SSD NVMe)	
	Network 1 Static Public IP Address	
	Public/Private Bandwidth 1 Gbit/s	
	Data Transfer 1 TB (Every Month)	
	Anti-Virus 1 Avast Business Security Storage	
	Blob Storage (For Database Backup)	
	With licenses	
	OTHER REQUIREMENTS:	
	Conduct system demonstration to showcase the functionality and	
	all required modules	
	Submit product brochure that includes the overview of the	
	accounting system and its core modules, technical specifications,	

description of compliance features (e.g. BIR reporting support),	
licensing and deployment options (e.g. on-premise, cloud, hybrid)	
Setup the system as per CITEM requirements	
Deploy fully functional accounting system will all the given features	
and modules	
Ensure that the system supports a minimum of five (5) users with	
full access to relevant features and modules	
Provide training and coaching to relevant staff (end-users and	
administrators)	
Develop a methodology and action plan for the requirements with timetable	
Review relevant documents and reports as required	
Modify report according to CITEM feedback until satisfaction of the	
quality required is achieved with an approved acceptance testing	
Provide a detailed user-friendly manual containing the day-to-day	
operation of the system	
Provide full documentation of the system and database	
Migrate CITEM's available data	
Project should be completed with six (6) months upon signing of	
Notice to Proceed (NTP)	
12 months warranty after go live (project sign-off)	
Warranty Scope includes but not limited to:	
<ul> <li>Defect correction: Fixing errors or bugs in the standard or implemented solution.</li> </ul>	
Support for features that are malfunctioning under normal	
and regular use.	
Functionality assurance for agreed and tested	
customizations and configurations.	
Assistance with post-go-live issues that are not due to user	
errors or changes made without approval.	
Technical customer support and maintenance assistance	
during regular working hours	
Resolution timeline must be 24-48 hours. Tickets are	
handled based on severity and impact on operations	
<ul> <li>Post-warranty support – after the warranty period,</li> </ul>	
continued support may be covered through a support and	
maintenance contract and paid time-and-materials support	
for ad hoc assistance.	
 ·	

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

# **CERTIFIED CORRECT:**

Name & Signature of Authorized Representative Position

# Section VIII. Checklist of Technical and Financial Documents

# I. TECHNICAL COMPONENT ENVELOPE

II.

		Class "A" Documents
Leg	al Doc	<u>uments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
Tec	hnical	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; <b>and</b>
	(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
	(h)	Securing Declaration; <u>and</u> Conformity with the Technical Specifications, which may include production/delivery
	(i)	schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u> Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.
Fina	ancial l	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 <u>or</u> 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.
FINA	NCIA	L COMPONENT ENVELOPE
	(I)	Original of duly signed and accomplished Financial Bid Form; and
	(m)	Original of duly signed and accomplished Price Schedule(s).
	(n)	Product brochure that includes the overview of the accounting system and its core modules, technical specifications, description of compliance features (e.g. BIR reporting support), licensing and deployment options (e.g. on-premise, cloud, by bright)
	(f)	hybrid) ISO (International Organization for Standard) and Security Certifications
	(')	ISO/IEC 27001 – Information Security Management
		ISO/IEC 22301 – Business Continuity Management
		ISO/IEC 9001 – Quality Management Systems
		ISO/IEC 27017 – Cloud-Specific Security Controls
		<ul> <li>ISO/IEC 27018 – Personal Data Protection in the Cloud</li> </ul>
		• BS 10012
		• CCA CTAD

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

	<u>.                                    </u>	
( <u>e</u>	[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	
(F	for the same item or product.  n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.	
	Republic of the Philippines	

**Government Procurement Policy Board**