

PHILIPPINE BIDDING DOCUMENTS

Procurement of Goods

Supply and Delivery of Printed and Electronic Learning Resources for UP Baguio

UPB-BID-2022-003-A

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*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.

Table of Contents

<i>Glossary of Acronyms, Terms, and Abbreviations</i>	<i>4</i>
<i>Section I. Invitation to Bid</i>	<i>7</i>
<i>Section II. Instructions to Bidders</i>	<i>11</i>
1. Scope of Bid	12
2. Funding Information	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5. Eligible Bidders	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference.....	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	14
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	15
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	16
17. Opening and Preliminary Examination of Bids	16
18. Domestic Preference.....	16
19. Detailed Evaluation and Comparison of Bids.....	16
20. Post-Qualification.....	17
21. Signing of the Contract	17
<i>Section III. Bid Data Sheet</i>	<i>18</i>
<i>Section IV. General Conditions of Contract.....</i>	<i>21</i>
1. Scope of Contract	22
2. Advance Payment and Terms of Payment.....	22
3. Performance Security	22
4. Inspection and Tests.....	22
5. Warranty.....	23
6. Liability of the Supplier.....	23
<i>Section V. Special Conditions of Contract</i>	<i>24</i>
<i>Section VI. Schedule of Requirements</i>	<i>30</i>
<i>Section VII. Technical Specifications.....</i>	<i>41</i>
<i>Section VIII. Checklist of Technical and Financial Documents</i>	<i>58</i>
<i>Section IX. Sample Forms.....</i>	<i>61</i>

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

University of the Philippines Baguio

Governor Pack Road, Baguio City

***INVITATION TO BID FOR
SUPPLY AND DELIVERY OF PRINTED AND ELECTRONIC
LEARNING RESOURCES FOR UP BAGUIO***

1. The **University of the Philippines Baguio**, through the **General Appropriations Act/Special Appropriations CY 2022** intends to apply the sum of **Nine Hundred Sixty Thousand Seven Hundred Fifty Three Pesos and 72/100 (Php 960,753.72)** being the ABC to payments under the contract for **Supply and Delivery of Printed and Electronic Learning Resources for UP Baguio** under **UPB- BID-2022-003-A**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **University of the Philippines Baguio** now invites bids for the above Procurement Project. Delivery of the Goods is required by **Sixty (60) calendar days from receipt of Notice to Proceed**. Bidders should have completed, within **five (5) 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 **University of the Philippines Baguio Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday, 8:30 AM to 4:30 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 15, 2022** 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 **One Thousand Pesos Only (Php 1,000.00)**. The

Procuring Entity shall allow the bidder to present its proof of payment for the fees ***in person, by facsimile, or through electronic means.***

Personal payment at the UP Baguio Cashier's office or thru:

Bank: Development Bank of the Philippines (DBP)

Branch: Baguio City

Account Name: UP Baguio Trust Fund

Account Number: 0-00363-510-1

(Please make at least 2 copies of the deposit slip)

Issuance of the Official Receipt will be made at the UP Baguio Cash Office, Mondays to Fridays, 8:00 a.m. to 4:00 p.m.

Proof of payment must be presented upon acquiring a complete set of Bidding Documents at the Bids and Awards Committee Office.

6. The **University of the Philippines Baguio** will hold a Pre-Bid Conference¹ on **9:00 AM, October 26, 2022 (Wednesday)** at the **University of the Philippines Baguio, Governor Pack Road, 2600 Baguio City** and/or via **Zoom**, which shall be open to prospective bidders.

For those participating via Zoom Conferencing, the link below is provided for advance registration. Only those who registered will be provided an invitation/ link for the scheduled Pre-Bid Conference.

<https://up-edu.zoom.us/meeting/register/tJMkdO2rqTluGNZmiTCc8wcvkLHXd2oIXuN4>

Information about the meeting will be provided on the confirmation email after registration.

7. Bids must be duly received by the BAC Secretariat through **manual submission** on or before **8:30 am on 7 November 2022 (Monday)**. Late bids shall not be accepted.

BAC Office

1st floor, Iskolar ng Bayan Building

UP Baguio

Governor Pack Road, Baguio City

Telefax. No. (074) 442 3484, (074) 446 9973 email: bac.upbaguio@up.edu.ph

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**.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

9. Bid opening shall be on **9:00 AM on November 7, 2022 at Board Room, 2nd floor Iskolar ng Bayan Building, University of the Philippines Baguio, Governor Pack Road, 2600 Baguio City** and/or via **Zoom**, which shall be open to prospective bidders.

For those participating via Zoom Conferencing, the link below is provided for advance registration. Only those who registered will be provided an invitation/ link for the scheduled Opening of Bids.

https://up-edu.zoom.us/j/81fivOPfy7xi_vH53

Information about the meeting will be provided on the confirmation email after registration.

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The **University of the Philippines Baguio** 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. Bidders shall read the Bidding documents carefully and comply with the requirements indicated. Failure to comply may lead to disqualification of the bid.
12. Bidders are encouraged to properly use tabs and identify the documents submitted for ease of reference in the opening of bids.
13. For further information, please refer to:

Brian D. Lumague

BAC Secretariat

Supply and Property Management Office Isabelo delos Reyes Building

UP Baguio

Governor Pack Road, Baguio City

Telefax. No. (074) 442 3484, (074) 446 9973 email: bac.upbaguio@up.edu.ph

14. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.upb.edu.ph/bids-and-awards-committee-bac>

October 15, 2022

JOEL M. ADDAWE

BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **University of the Philippines Baguio** wishes to receive Bids for the **Supply and Delivery of Printed and Electronic Learning Resources for UP Baguio**, with identification number **UPB-BID-2022-003-A**.

The Procurement Project (referred to herein as “Project”) is composed of **41 printed books, 42 e-books & 11 printed journals**, 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 **General Appropriations Act/Special Appropriations CY 2022** in the amount of **Nine Hundred Sixty Thousand Seven Hundred Fifty Three Pesos and 72/100 (Php 960,753.72)**.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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. 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 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 **5 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 Declaration² 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 **March 7, 2023**. 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 **two (2) copies** of the first and second components of its Bid.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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, which shall be awarded as separate contracts per item.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Experience in supply and delivery of various books. b. completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP University of the Philippines Baguio, Governor Pack Road, Baguio City 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 style="list-style-type: none"> a. The amount of not less than Php 19, 215.07 (<i>two percent (2%) of ABC</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 Php 48,037.69 (<i>five percent (5%) of ABC</i>) if bid security is in Surety Bond.
19.3	Nine Hundred Sixty Thousand Seven Hundred Fifty Three Pesos and 72/100 (Php 960,753.72)
19.4	The Project shall be awarded as follows: One Project having several items, which shall be awarded as separate contracts per item.
20.2	List of additional post-qualification documents relevant to the Project that may be required by University of the Philippines Baguio: <ol style="list-style-type: none"> 1. BIR 2303 2. Latest income and business tax returns (BIR Form 1701 or 1702) filed and paid through the BIR Electronic Filing and Payment System (eFPS) 3. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (forms 2551M) filed and paid through the BIR Electronic Filing and Payment System (eFPS)

	<p><i>4. Compliance to all existing laws and regulations</i></p> <p><i>5. General Information Sheet and complete Articles of Incorporation (for bidders under SEC)</i></p> <p><i>Bidders must submit the post-qualification requirements within a non-extendible period of five (5) calendar days from the receipt of the notice of LCB/SCB from the BAC.</i></p>
21.2	<p><i>List of additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.</i></p> <p><i>1. Signed Notice of Award</i></p> <p><i>2. Performance Security in accordance with Section 39 of the Revised IRR of RA 9184</i></p>
Additional Clause	<p><i>The bidder, or its authorized representative/s, shall affix their initials on each and every page of the bid in the financial envelopes including documents that require the bidder's, or its authorized representative's signature.</i></p> <p><i>All forms that require signature/s on the space provided for shall be duly accomplished by the bidder, or its authorized representative.</i></p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><u>For Goods supplied from abroad:</u> “The delivery terms applicable to the Contract are DDP delivered University of the Philippines Baguio, Governor Pack Road, Baguio City. In accordance with INCOTERMS.”</p> <p><u>For Goods supplied from within the Philippines:</u> “The delivery terms applicable to this Contract are delivered University of the Philippines Baguio, Governor Pack Road, Baguio 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.”</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 Brian D. Lumague.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>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</p>
	<p>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> <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> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs 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 two (2) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) 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</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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>Partial Payment is not allowed.</i>
4	The inspections and tests that will be conducted are: random checking of the cover and pages of the books supplied and delivered and in accordance with Section VII (Technical Specifications)

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 NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	DELIVERED, WEEKS/ MONTHS
PRINTED					
1	Action Research for Beginners in Classroom-Based Context (A Guide for Pre-Service)	1	595.00	595.00	60 calendar days upon receipt of NTP
2	Applied Business Tools And Technology	1	7,995.00	7,995.00	60 calendar days upon receipt of NTP
3	Basic Self Defense with Illustrations	1	595.00	595.00	60 calendar days upon receipt of NTP
4	Corporate Governance, Business Ethics, Risk Management and Internal Control	1	895.00	895.00	60 calendar days upon receipt of NTP
5	Cosmopolitanism, Theatre, and the Philippines (Performing Community in a World)	1	1,095.00	1,095.00	60 calendar days upon receipt of NTP
6	Debujo: Contemporary Philippine Arts from the Regions	1	900.00	900.00	60 calendar days upon receipt of NTP
7	Developing Competencies in Research: A Practical Guide for Students & Instructors	1	595.00	595.00	60 calendar days upon receipt of NTP
8	Entrepreneurial Mindset	1	1,150.00	1,150.00	60 calendar days upon receipt of NTP

9	Essentials of Human Interaction	1	700.00	700.00	60 calendar days upon receipt of NTP
10	Ethics: Ako at ang Kagandahang Asal Bilang Isang Filipino	1	690.00	690.00	60 calendar days upon receipt of NTP
11	Human Resource Development	1	1,150.00	1,150.00	60 calendar days upon receipt of NTP
12	Human Resource Management	1	595.00	595.00	60 calendar days upon receipt of NTP
13	Humanities 6: Social Philosophy Being Social Being	1	650.00	650.00	60 calendar days upon receipt of NTP
14	Idioms for English Language Learners	1	595.00	595.00	60 calendar days upon receipt of NTP
15	Introduction to Computer Networking	1	900.00	900.00	60 calendar days upon receipt of NTP
16	Introduction to Philosophy of the Human Person	1	695.00	695.00	60 calendar days upon receipt of NTP
17	Jolography Retconned: Poems	1	495.00	495.00	60 calendar days upon receipt of NTP
18	Language Learning Materials Development	1	595.00	595.00	60 calendar days upon receipt of NTP
19	Language, Culture and Society	1	595.00	595.00	60 calendar days upon receipt of NTP
20	Magandang Gabi Bayan	1	1,295.00	1,295.00	60 calendar days upon receipt of NTP

21	Making Sense of the City and Society	1	1,190.00	1,190.00	60 calendar days upon receipt of NTP
22	Martial Law: Poems for the Dead	1	695.00	695.00	60 calendar days upon receipt of NTP
23	Media and Information Literacy in the 21st Century (An instructional material for SHS)	1	950.00	950.00	60 calendar days upon receipt of NTP
24	Modernismo S Sining Musika	1	995.00	995.00	60 calendar days upon receipt of NTP
25	Pelikulang Komiks Toward a Theory of Filipino Adaption	1	1,995.00	1,995.00	60 calendar days upon receipt of NTP
26	Press Freedom Under Siege	1	2,095.00	2,095.00	60 calendar days upon receipt of NTP
27	Realidad: A Creative Nonfiction	1	750.00	750.00	60 calendar days upon receipt of NTP
28	Science, Technology and Society (A Ruinmentary appraoch)	1	750.00	750.00	60 calendar days upon receipt of NTP
29	Science, Technology and Society	1	595.00	595.00	60 calendar days upon receipt of NTP
30	Social, Ethical, Legal and Professional Issues in Computing	1	870.00	870.00	60 calendar days upon receipt of NTP
31	Study of Philippine Games (A)	1	1,495.00	1,495.00	60 calendar days upon receipt of NTP
32	Myth of the Barangay and Other Silenced Histories (The)	1	1,095.00	1,095.00	60 calendar days upon receipt of NTP

33	The Social Helix, Toward a Transcendent Theory of Human Communication	1	1,195.00	1,195.00	60 calendar days upon receipt of NTP
34	Understanding Culture, Society and Politics (K to 12)	1	995.00	995.00	60 calendar days upon receipt of NTP
35	Understanding Literature Through Cultural Experience (Revised Edition)	1	850.00	850.00	60 calendar days upon receipt of NTP
36	Understanding Philippine History: Reading and Discourse	1	795.00	795.00	60 calendar days upon receipt of NTP
37	Understanding Programming for Beginners Using C#	1	790.00	790.00	60 calendar days upon receipt of NTP
38	Unraveling the Absolute Moral Principles: Ethics for Filipino Students	1	800.00	800.00	60 calendar days upon receipt of NTP
39	Weaving Culture	1	1,395.00	1,395.00	60 calendar days upon receipt of NTP
40	Web Programming using PHP & MySQL	1	950.00	950.00	60 calendar days upon receipt of NTP
41	Zanjas of Ilocos: Cooperative Irrigation Soc (The)	1	1,195.00	1,195.00	60 calendar days upon receipt of NTP

E-BOOKS					
42	Nonlinear Dynamics of Chaotic and Stochastic Systems : Tutorial and Modern Developments	1	14,553.00	14,553.00	60 calendar days upon receipt of NTP

43	Stochastic Discrete Event Systems : Modeling, Evaluation, Applications	1	16,523.00	16,523.00	60 calendar days upon receipt of NTP
44	Stochastic Processes : Estimation, Optimisation and Analysis	1	34,344.75	34,344.75	60 calendar days upon receipt of NTP
45	Stochastic Relations : Foundations for Markov Transition Systems	1	19,293.75	19,293.75	60 calendar days upon receipt of NTP
46	Foundations of Math: the History of Mathematics (The)	1	5,953.00	5,953.00	60 calendar days upon receipt of NTP
47	Google Earth for Dummies	1	3,857.28	3,857.28	60 calendar days upon receipt of NTP
48	Java Library of Graph Algorithms and Optimization (A)	1	19,293.75	19,293.75	60 calendar days upon receipt of NTP
49	Introduction to Neural Networks (A)	1	28,113.75	28,113.75	60 calendar days upon receipt of NTP
50	Constructing Mathematical Knowledge : Epistemology and Mathematics Education	1	23,152.50	23,152.50	60 calendar days upon receipt of NTP
51	Leisure Education, Community Development and Populations with Special Needs	1	24,982.65	24,982.65	60 calendar days upon receipt of NTP

52	Fluorescence Microscopy of Living Cells in Culture, Part B : Quantitative Fluorescence Microscopy-imaging and Spectroscopy	1	9,651.29	9,651.29	60 calendar days upon receipt of NTP
53	Crafting an Indigenous Nation: Kiowa Expressive Culture in the Progressive Era	1	11,189.00	11,189.00	60 calendar days upon receipt of NTP
54	Dynamics of Difference in Australia: Indigenous Past and Present in a Settler Country	1	12,842.75	12,842.75	60 calendar days upon receipt of NTP
55	Eloquence Embodied: Nonverbal Communication among French and Indigenous Peoples in the Americas	1	16,786.75	16,786.75	60 calendar days upon receipt of NTP
56	Entangled Coercion: African and Indigenous Labour in Charcas (16th–17th Century)	1	12,149.02	12,149.02	60 calendar days upon receipt of NTP
57	In Service of Two Masters: The Missionaries of Ocopa, Indigenous Resistance, and Spanish Governance in Bourbon Peru	1	13,022.09	13,022.09	60 calendar days upon receipt of NTP
58	Incarcerated Stories: Indigenous Women Migrants and Violence in the Settler-Capitalist State	1	11,189.00	11,189.00	60 calendar days upon receipt of NTP
59	Indigenous Children's Survivance in Public Schools	1	19,250.00	19,250.00	60 calendar days upon receipt of NTP

60	Lakota America: A New History of Indigenous Power	1	4,385.00	4,385.00	60 calendar days upon receipt of NTP
61	Making Music Indigenous: Popular Music in the Peruvian Andes	1	15,952.00	15,952.00	60 calendar days upon receipt of NTP
62	Residential Schools and Indigenous Peoples: From Genocide via Education to the Possibilities for Processes of Truth, Restitution, Reconciliation, and Reclamationn	1	17,050.00	17,050.00	60 calendar days upon receipt of NTP
63	Story of Radio Mind: A Missionary's Journey on Indigenous Land (The)	1	15,952.00	15,952.00	60 calendar days upon receipt of NTP
64	Handbook of culture and psychology (The)	1	63,491.50	63,491.50	60 calendar days upon receipt of NTP
65	Indigenous Literatures from Micronesia	1	10,951.50	10,951.50	60 calendar days upon receipt of NTP
66	Indigenous Spirits and Global Aspirations in a Southeast Asian Borderland	1	20,459.77	20,459.77	60 calendar days upon receipt of NTP
67	Indigenous Vanguards: Education, National Liberation, and the Limits of Modernism	1	10,472.27	10,472.27	60 calendar days upon receipt of NTP

68	21st-Century Economics: Understanding Supply and Demand	1	3,929.31	3,929.31	60 calendar days upon receipt of NTP
69	Bank Asset Liability Management Best Practice: Yesterday, Today and Tomorrow	1	8,598.03	8,598.03	60 calendar days upon receipt of NTP
70	Big Data Management: Data Governance Principles for Big Data Analytics	1	8,046.78	8,046.78	60 calendar days upon receipt of NTP
71	Blockchain and Artificial Intelligence: The World Rewired	1	10,251.78	10,251.78	60 calendar days upon receipt of NTP
72	CORONALOGY: Multidisciplinary Academic Analysis in Perspective of Covid-19	1	1,211.28	1,211.28	60 calendar days upon receipt of NTP
73	Creating Introvert-Friendly Workplaces: How to Unleash Everyone's Talent and Performance	1	2,915.00	2,915.00	60 calendar days upon receipt of NTP
74	Cryptocurrency and Blockchain Technology	1	10,472.28	10,472.28	60 calendar days upon receipt of NTP
75	Dynamism: The Values That Drive Innovation, Job Satisfaction, and Economic Growth	1	5,325.08	5,325.08	60 calendar days upon receipt of NTP

76	Digital Banking Revolution: How Fintech Companies are Transforming the Retail Banking Industry Through Disruptive Financial Innovation (The)	1	6,062.28	6,062.28	60 calendar days upon receipt of NTP
77	Agreement, Gender, Relative Clauses : Agreement, Gender, Relative Clauses	1	27,594.00	27,594.00	60 calendar days upon receipt of NTP
78	Encyclopedia of Swearing : The Social History of Oaths, Profanity, Foul Language, and Ethnic Slurs in the English-Speaking World (An)	1	20,947.50	20,947.50	60 calendar days upon receipt of NTP
79	Art, Community and Environment : Educational Perspectives	1	14,685.50	14,685.50	60 calendar days upon receipt of NTP
80	Cinema Anime : Critical Engagements with Japanese Animation	1	11,758.53	11,758.53	60 calendar days upon receipt of NTP
81	Interfaces + Recursion = Language? : Chomsky's Minimalism and the View from Syntax-Semantics	1	22,517.00	22,517.00	60 calendar days upon receipt of NTP
82	Language and Culture Pedagogy : From a National to a Transnational Paradigm	1	19,845.00	19,845.00	60 calendar days upon receipt of NTP
83	Language of Schooling : A Functional Linguistics Perspective (The)	1	16,998.00	16,998.00	60 calendar days upon receipt of NTP

JOURNALS					
84	Adapted Physical Activity Quarterly (HK)	1	20,400.00	20,400.00	60 calendar days upon receipt of NTP
85	Dance Education in Practice	1	29,400.00	29,400.00	60 calendar days upon receipt of NTP
86	International Journal of Sport Nutrition and Exercise Metabolism (HK)	1	25,600.00	25,600.00	60 calendar days upon receipt of NTP
87	Journal of Survey Statistics and Methodology	1	10,080.00	10,080.00	60 calendar days upon receipt of NTP
88	Cell	1	48,840.00	48,840.00	60 calendar days upon receipt of NTP
89	Plant Ecology & Diversity	1	39,600.00	39,600.00	60 calendar days upon receipt of NTP
90	Asian Journal of Communication (T&F)	1	33,600.00	33,600.00	60 calendar days upon receipt of NTP
91	Communication: Journalism Education Today	1	15,400.00	15,400.00	60 calendar days upon receipt of NTP
92	Digital Journalism	1	28,800.00	28,800.00	60 calendar days upon receipt of NTP

93	Journal of International & Intercultural Communication	1	16,800.00	16,800.00	60 calendar days upon receipt of NTP
94	Phil. Communication Review (PCS Review)	1	1,000.00	1,000.00	60 calendar days upon receipt of NTP

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

ITEM	SPECIFICATIONS	BINDING TYPE	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>
1	Action Research for Beginners in Classroom-Based Context (A Guide for Pre-Service); De Leon, E./2019 ISBN: 9786218035676	Print	

2	Applied Business Tools And Technology; Bajao and Osorno/ 2021 ISBN: 9786217181872	Print	
3	Basic Self Defense with Illustrations; Robbins & Jaudian/ 2021 ISBN: 9786214181957	Print	
4	Corporate Governance, Business Ethics, Risk Management and Internal Control; Cabrera, E.E./ 2021 ISBN: 9786214161065	Print	
5	Cosmopolitanism, Theatre, and the Philippines (Performing Community in a World); Tiatco, A.P./ 2018 ISBN: 9789715428668	Print	
6	Debujo: Contemporary Philippine Arts from the Regions; Basilan & Arguelles/ 2018 ISBN: 9786214270378	Print	
7	Developing Competencies in Research: A Practical Guide for Students & Instructors; Garcia, Carlito/ 2017 ISBN: 9786214090839	Print	
8	Entrepreneurial Mindset; Camilar-Serrano, A./ 2021 ISBN: 9786214270835	Print	

9	Essentials of Human Interaction; Cortez, D./ 2021 ISBN: 9786214270842	Print	
10	Ethics: Ako at ang Kagandahang Asal Bilang Isang Filipino; Agdalpen, R./ 2019 ISBN: 9786214062058	Print	
11	Human Resource Development; Marcelo, D./ 2021 ISBN: 9786214270767	Print	
12	Human Resource Management; Pereda, P. /2020 ISBN: 9786214270644	Print	
13	Humanities 6: Social Philosophy Being Social Being; Agdalpen,R./ 2019 ISBN: 9786214062102	Print	
14	Idioms for English Language Learners; Tulalian V./ 2020 ISBN: 9786214181339	Print	
15	Introduction to Computer Networking; Pomperada, J. /2020 ISBN: 9786214270736	Print	
16	Introduction to Philosophy of the Human Person; Joven, J./ 2018 ISBN: 9786214090891	Print	

17	Jology Retconned: Poems; Manalo, P./ 2020 ISBN: 9789715429177	Print	
18	Language Learning Materials Development; Abao/2021 ISBN: 9786214510092	Print	
19	Language, Culture and Society; Mananay/ 2021 ISBN: 9786214570047	Print	
20	Magandang Gabi Bayan; Ladrido,E.M./ 2017 ISBN: 9789715507912	Print	
21	Making Sense of the City and Society; Barbaza, R./ 2019 ISBN: 9789715509114	Print	
22	Martial Law: Poems for the Dead; Mangohog, A./ 2019 ISBN: 9789715068406	Print	
23	Media and Information Literacy in the 21st Century (An instructionall material for SHS); Basilan, L./ 2021 ISBN: 9786214270880	Print	
24	Modernismo S Sining Musika; Santos, R.P./ 2018 ISBN: 9789715428569	Print	
25	Pelikulang Komiks Toward a Theory of Filipino Adaption; Arriola, J. / 2019 ISBN: 9789715429009	Print	

26	Press Freedom Under Siege; Doyo M./ 2013 ISBN: 9789715428743	Print	
27	Realidad: A Creative Nonfiction; Basilan, L./ 2020 ISBN: 9786274270385	Print	
28	Science, Technology and Society (A Ruinmentary appraoch); Magalona,et al/ 2020 ISBN: 9786214063017	Print	
29	Science, Technology and Society; Bueno, D./ 2019 ISBN: 9786214091287	Print	
30	Social, Ethical, Legal and Professional Issues in Computing; Laviña / 2020 ISBN: 9786214062935	Print	
31	Study of Philippine Games (A); Lopez, M./ 2017 ISBN: 9789715422956	Print	
32	Myth of the Barangay and Other Silenced Histories (The); Woods, D./ 2017 ISBN: 9789715428217	Print	
33	The Social Helix, Toward a Transcendent Theory of Human Communication; Deza, A.B./ 2017 ISBN: 9789719645399	Print	

34	Understanding Culture, Society and Ploitics (K to 12); Mendoza, E.H./ 2018 ISBN: 9786214270170	Print	
35	Understanding Literature Through Cultural Experience (Revised Edition); /2018 ISBN: 9786214061969	Print	
36	Understanding Philippine History: Reading and Discourse; Rosales,A./ 2020 ISBN: 9786218035652	Print	
37	Understanding Programming for Beginners Using C#; Morel, Z. / 2020 ISBN: 9786214270750	Print	
38	Unraveling the Absolute Moral Principles: Ethics for Filipino Students; Buenaflor,L.E./ 2018 ISBN: 9786214091058	Print	
39	Weaving Culture; Javellana, R./ 2017 ISBN: 9789715507837	Print	
40	Web Programming using PHP & MySQL; Lampawog, H./ 2021 ISBN: 9786214270811	Print	
41	Zanjas of Ilocos: Cooperative Irrigation Soc (The); Rivera, J./ 2020 ISBN: 9789715509497	Print	

42	Nonlinear Dynamics of Chaotic and Stochastic Systems : Tutorial and Modern Developments/ Anishchenko, Vadim S. Etc./ 2nd/ 2007/ ISBN: 9783540381686	eBook	
43	Stochastic Discrete Event Systems : Modeling, Evaluation, Applications/ Zimmermann, Armin/ 2007/ ISBN: 9783540741732	eBook	
44	Stochastic Processes : Estimation, Optimisation and Analysis/ Najim, Kaddour Etc./ 2004/ ISBN: 9780080517797	eBook	
45	Stochastic Relations : Foundations for Markov Transition Systems/ Doberkat, Ernst-erich;doberkat, Ernst-erich/ 2007/ ISBN: 9781584889427	eBook	
46	Foundations of Math: the History of Mathematics (The)/ Nicholas Faulkner/erik Gregersen/ 2018/ ISBN: 9781538300411	eBook	
47	Google Earth for Dummies/ Crowder, David A./ 2007/ ISBN: 9780470126981	eBook	

48	Java Library of Graph Algorithms and Optimization (A)/ Lau, Hang T./ 2006/ ISBN: 9781584887195	eBook	
49	Introduction to Neural Networks (A)/ Gurney, Kevin/ 1997/ ISBN: 9780203451519	eBook	
50	Constructing Mathematical Knowledge : Epistemology and Mathematics Education/ Ernest, Paul/ 1996/ ISBN: 9780203454206	eBook	
51	Leisure Education, Community Development and Populations with Special Needs/ Sivan, A.;ruskin, H./ 2000/ ISBN: 9780851999272	eBook	
52	Fluorescence Microscopy of Living Cells in Culture, Part B : Quantitative Fluorescence Microscopy-imaging and Spectroscopy/ Taylor, D. Lansing;wang, Yu-li/ 1989/ ISBN: 9780080859286	eBook	
53	Crafting an Indigenous Nation: Kiowa Expressive Culture in the Progressive Era/ Tone-Pah-Hote/ 2019/ ISBN: 9781469643687	eBook	

54	Dynamics of Difference in Australia: Indigenous Past and Present in a Settler Country/ Merlan, Francesca/ 2018/ ISBN: 9780812294859	eBook	
55	Eloquence Embodied: Nonverbal Communication among French and Indigenous Peoples in the Americas/ Carayon/ 2021/ ISBN: 9781469652641	eBook	
56	Entangled Coercion: African and Indigenous Labour in Charcas (16th–17th Century)/ Revilla Orías, Paola A./ 2021/ ISBN: 9783110681000	eBook	
57	In Service of Two Masters: The Missionaries of Ocopa, Indigenous Resistance, and Spanish Governance in Bourbon Peru/ Jones, Cameron D./ 2018/ ISBN: 9781503608382	eBook	
58	Incarcerated Stories: Indigenous Women Migrants and Violence in the Settler-Capitalist State/ Speed/ 2020/ ISBN: 9781469653143	eBook	

59	Indigenous Children's Survivance in Public Schools/ Leilani Sabzalian/ 2019/ ISBN: 9780429427503	eBook	
60	Lakota America: A New History of Indigenous Power/ Hamalainen, Pekka/ 2019/ ISBN: 9780300248746	eBook	
61	Making Music Indigenous: Popular Music in the Peruvian Andes/ Tucker/ 2019/ ISBN: 9780226607474	eBook	
62	Residential Schools and Indigenous Peoples: From Genocide via Education to the Possibilities for Processes of Truth, Restitution, Reconciliation, and Reclamation/ Stephen Minton/ 2020/ ISBN: 9780429463044	eBook	
63	Story of Radio Mind: A Missionary's Journey on Indigenous Land (The)/ Klassen/ 2018/ ISBN: 9780226552873	eBook	
64	Handbook of culture and psychology (The)/ Matsumoto, David Ricky and Hysisung C Hwang; 2019/ ISBN: 9780190679743	eBook	

65	Indigenous Literatures from Micronesia/ Flores, Evelyn / Perez, Craig Santos / Kihleng, Emelihter/ 2019/ ISBN: 9780824877385	eBook	
66	Indigenous Spirits and Global Aspirations in a Southeast Asian Borderland/ Rose/ 2020/ ISBN: 9789048550340	eBook	
67	Indigenous Vanguards: Education, National Liberation, and the Limits of Modernism/ Baer, Ben Conisbee/ 2019/ ISBN: 9780231548960	eBook	
68	21st-Century Economics: Understanding Supply and Demand/ Erica Owoe/ 2020/ ISBN: 9781502646101	eBook	
69	Bank Asset Liability Management Best Practice: Yesterday, Today and Tomorrow/ Bardaeva, Polina/ 2021/ ISBN: 9783110669763	eBook	
70	Big Data Management: Data Governance Principles for Big Data Analytics/ Ghavami, Peter/ 2021/ ISBN: 9783110664065	eBook	

71	Blockchain and Artificial Intelligence: The World Rewired/ James, Tom/ 2021/ ISBN: 9783110664454	eBook	
72	CORONALOGY: Multidisciplinary Academic Analysis in Perspective of Covid-19/ Darıcı, Sefer / Yazıcı, Ayşe Meriç/ 2020/ ISBN: 9788366675162	eBook	
73	Creating Introvert-Friendly Workplaces: How to Unleash Everyone's Talent and Performance/ Jennifer Kahnweiler/ 2020/ ISBN: 9781523086535	eBook	
74	Cryptocurrency and Blockchain Technology	eBook	
75	Dynamism: The Values That Drive Innovation, Job Satisfaction, and Economic Growth/ Zoega, Gylfi/ 2020/ ISBN: 9780674246683	eBook	
76	Digital Banking Revolution: How Fintech Companies are Transforming the Retail Banking Industry Through Disruptive Financial Innovation (The)/ Wewege, Luigi / Thomsett, Michael C./ 2020/ ISBN: 9781547401598	eBook	

77	Agreement, Gender, Relative Clauses : Agreement, Gender, Relative Clauses/ Kortmann, Bernd;Herrmann, Tanja;Pietsch, Lukas;Wagner, Susanne/ 2005/ ISBN: 9783110197518	eBook	
78	Encyclopedia of Swearing : The Social History of Oaths, Profanity, Foul Language, and Ethnic Slurs in the English-Speaking World (An)/ Hughes, Geoffrey/ 2006/ ISBN: 9780765621122	eBook	
79	Art, Community and Environment : Educational Perspectives/ Coutts, Glen;Jokela, Timo/ 2008/ ISBN: 9781841502588	eBook	
80	Cinema Anime : Critical Engagements with Japanese Animation/ Brown, Steven T./ 2006/ ISBN: 9781403983084	eBook	
81	Interfaces + Recursion = Language? : Chomsky's Minimalism and the View from Syntax-Semantics/ Sauerland, Uli;Gärtner, Hans-Martin;Gärtner, Hans-Martin/ 2007/ ISBN: 9783110207552	eBook	

82	Language and Culture Pedagogy : From a National to a Transnational Paradigm/ Risager, Karen/ 2007/ ISBN: 9781853599613	eBook	
83	Language of Schooling : A Functional Linguistics Perspective (The)/ Schleppegrell, Mary J./ 2004/ ISBN: 9781410610317	eBook	
84	Adapted Physical Activity Quarterly (HK)/ Journal-4 issues	Journal	
85	Dance Education in Practice/ Journal- 4 issues	Journal	
86	International Journal of Sport Nutrition and Exercise Metabolism (HK)/ Journal- 6 issues	Journal	
87	Journal of Survey Statistics and Methodology/ Journal-4 issues	Journal	
88	Cell/ Journal- 26 issues	Journal	
89	Plant Ecology & Diversity/ Journal- 4 issues	Journal	
90	Asian Journal of Communication (T&F)/ Journal- 6 issues	Journal	
91	Communication: Journalism Education Today/ Journal- 4 issues	Journal	

92	Digital Journalism/ Journal-10 issues	Journal	
93	Journal of International & Intercultural Communication/ Journal- 4 issues	Journal	
94	Phil. Communication Review (PCS Review)/ Journal- 1 issue	Journal	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the

potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Sample Forms

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	----------------------------------------------

_____	_____
_____	_____

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

PRICE SCHEDULE FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES

(shall be submitted with the Bid if bidder is offering goods from within the Philippines)

NAME OF BIDDER:

page ____ of ____

PROJECT BID NO.:

1	2	3	4	5	6	7	8	9	10
ITEM	DESCRIPTION	COUNTRY OF ORIGIN	QTY	UNIT PRICE EXW PER ITEM	COST OF LOCAL LABOR, RAW MATERIAL AND COMPONENT	TOTAL PRICE EXW PER ITEM (cols 4 x col. 5)	UNIT PRICES PER ITEM FINAL DESTINATION AND UNIT PRICE OF OTHER INCIDENTAL SERVICES	SALES AND OTHER TAXES PAYABLE PER ITEM IF CONTRACT IS AWARDED (col. 7 x 12%)	TOTAL PRICE DELIVERED FINAL DESTINATION (col. 8 + col. 9) x col. 4
	Printed Books								
1	Action Research for Beginners in Classroom-Based Context (A Guide for Pre-Service)		1						
2	Applied Business Tools And Technology		1						
3	Basic Self Defense with Illustrations		1						
4	Corporate Governance, Business Ethics, Risk Management and Internal Control		1						
5	Cosmopolitanism, Theatre, and the Philippines (Performing Community in a World)		1						

6	Debujo: Contemporary Philippine Arts from the Regions		1						
7	Developing Competencies in Research: A Practical Guide for Students & Instructors		1						
8	Entepreneurial Mindset		1						
9	Essentials of Human Interaction		1						
10	Ethics: Ako at ang Kagandahang Asal Bilang Isang Filipino		1						
11	Human Resource Development		1						
12	Human Resource Management		1						
13	Humanities 6: Social Philosophy Being Social Being		1						
14	Idioms for English Language Learners		1						
15	Introduction to Computer Networking		1						
16	Introduction to Philosophy of the Human Person		1						
17	Jolography Retconned: Poems		1						

18	Language Learning Materials Development		1						
19	Language, Culture and Society		1						
20	Magandang Gabi Bayan		1						
21	Making Sense of the City and Society		1						
22	Martial Law: Poems for the Dead		1						
23	Media and Information Literacy in the 21st Century (An instructionall material for SHS)		1						
24	Modernismo S Sining Musika		1						
25	Pelikulang Komiks Toward a Theory of Filipino Adaption		1						
26	Press Freedom Under Siege		1						
27	Realidad: A Creative Nonfiction		1						
28	Science, Technology and Society (A Ruinmentary appraoch)		1						
29	Science, Technology and Society		1						
30	Social, Ethical, Legal and Professional		1						

	Issues in Computing								
31	Study of Philippine Games (A)		1						
32	Myth of the Barangay and Other Silenced Histories (The)		1						
33	The Social Helix, Toward a Transcendent Theory of Human Communication		1						
34	Understanding Culture, Society and Politics (K to 12)		1						
35	Understanding Literature Through Cultural Experience (Revised Edition)		1						
36	Understanding Philippine History: Reading and Discourse		1						
37	Understanding Programming for Beginners Using C#		1						
38	Unraveling the Absolute Moral Principles: Ethics for Filipino Students		1						
39	Weaving Culture		1						

40	Web Programming using PHP & MySQL		1						
41	Zanjas of Ilocos: Cooperative Irrigation Soc (The)		1						
	E-Books								
42	Nonlinear Dynamics of Chaotic and Stochastic Systems : Tutorial and Modern Developments		1						
43	Stochastic Discrete Event Systems : Modeling, Evaluation, Applications		1						
44	Stochastic Processes : Estimation, Optimisation and Analysis		1						
45	Stochastic Relations : Foundations for Markov Transition Systems		1						
46	Foundations of Math: the History of Mathematics (The)		1						
47	Google Earth for Dummies		1						
48	Java Library of Graph Algorithms and Optimization (A)		1						

49	Introduction to Neural Networks (A)		1						
50	Constructing Mathematical Knowledge : Epistemology and Mathematics Education		1						
51	Leisure Education, Community Development and Populations with Special Needs		1						
52	Fluorescence Microscopy of Living Cells in Culture, Part B : Quantitative Fluorescence Microscopy-imaging and Spectroscopy		1						
53	Crafting an Indigenous Nation: Kiowa Expressive Culture in the Progressive Era		1						
54	Dynamics of Difference in Australia: Indigenous Past and Present in a Settler Country		1						
55	Eloquence Embodied: Nonverbal Communication among French and Indigenous		1						

	Peoples in the Americas								
56	Entangled Coercion: African and Indigenous Labour in Charcas (16th–17th Century)		1						
57	In Service of Two Masters: The Missionaries of Ocopa, Indigenous Resistance, and Spanish Governance in Bourbon Peru		1						
58	Incarcerated Stories: Indigenous Women Migrants and Violence in the Settler-Capitalist State		1						
59	Indigenous Children's Survivance in Public Schools		1						
60	Lakota America: A New History of Indigenous Power		1						
61	Making Music Indigenous: Popular Music in the Peruvian Andes		1						

62	Residential Schools and Indigenous Peoples: From Genocide via Education to the Possibilities for Processes of Truth, Restitution, Reconciliation, and Reclamationn		1						
63	Story of Radio Mind: A Missionary's Journey on Indigenous Land (The)		1						
64	Handbook of culture and psychology (The)		1						
65	Indigenous Literatures from Micronesia		1						
66	Indigenous Spirits and Global Aspirations in a Southeast Asian Borderland		1						
67	Indigenous Vanguards: Education, National Liberation, and the Limits of Modernism		1						
68	21st-Century Economics: Understanding Supply and Demand		1						

69	Bank Asset Liability Management Best Practice: Yesterday, Today and Tomorrow		1						
70	Big Data Management: Data Governance Principles for Big Data Analytics		1						
71	Blockchain and Artificial Intelligence: The World Rewired		1						
72	CORONALOGY: Multidisciplinary Academic Analysis in Perspective of Covid-19		1						
73	Creating Introvert-Friendly Workplaces: How to Unleash Everyone's Talent and Performance		1						
74	Cryptocurrency and Blockchain Technology		1						
75	Dynamism: The Values That Drive Innovation, Job Satisfaction, and Economic Growth		1						

76	Digital Banking Revolution: How Fintech Companies are Transforming the Retail Banking Industry Through Disruptive Financial Innovation (The)		1						
77	Agreement, Gender, Relative Clauses : Agreement, Gender, Relative Clauses		1						
78	Encyclopedia of Swearing : The Social History of Oaths, Profanity, Foul Language, and Ethnic Slurs in the English-Speaking World (An)		1						
79	Art, Community and Environment : Educational Perspectives		1						
80	Cinema Anime : Critical Engagements with Japanese Animation		1						

81	Interfaces + Recursion = Language? : Chomsky's Minimalism and the View from Syntax-Semantics		1						
82	Language and Culture Pedagogy : From a National to a Transnational Paradigm		1						
83	Language of Schooling : A Functional Linguistics Perspective (The)		1						
	Journals								
84	Adapted Physical Activity Quarterly (HK)		1						
85	Dance Education in Practice		1						
86	International Journal of Sport Nutrition and Exercise Metabolism (HK)		1						
87	Journal of Survey Statistics and Methodology		1						
88	Cell		1						
89	Plant Ecology & Diversity		1						
90	Asian Journal of Communication (T&F)		1						

91	Communication: Journalism Education Today		1						
92	Digital Journalism		1						
93	Journal of International & Intercultural Communication		1						
94	Phil. Communication Review (PCS Review)		1						

NAME: _____

LEGAL CAPACITY: _____

SIGNATURE: _____

DULY AUTHORIZED TO SIGN THE BID FOR AND BEHALF OF:

Standard Form Number: SF-GOOD-13a

Revised on: July 28, 2004

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____

Business

Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Note: This statement shall be supported with:						Total Cost		

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner
- 3 Certificate of Accomplishments signed by the owner or authorized representative

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Standard Form Number: SF-GOOD-13b

Revised on: July 28, 2004

Statement of Single Largest Completed Contracts which is similar in nature

Business Name : _____

Business Address : _____

Name of Contract	a.Owner's Name b.Address c.Telephone Nos.	Nature of Work	Bidder's Role		a.Amount at Award b.Amount at Completion c.Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract
- 2 Certificate of Completion
- 3 Certificate of Acceptance

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]*, affiant exhibiting to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ .

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Republic of the Philippines



Government Procurement Policy Board