

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of GOODS**

### **Cotabato State University**



## **Upgrading of Library Holdings**

PhilGEPS Reference No. 9729002

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

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>3</b>
<b>Section I. Invitation to Bid.....</b>	<b>5</b>
<b>Section II. Instructions to Bidders.....</b>	<b>8</b>
1. Scope of Bid .....	9
2. Funding Information.....	9
3. Bidding Requirements .....	9
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	9
5. Eligible Bidders.....	9
6. Origin of Goods .....	10
7. Subcontracts .....	10
8. Pre-Bid Conference .....	10
9. Clarification and Amendment of Bidding Documents .....	11
10. Documents comprising the Bid: Eligibility and Technical Components .....	11
11. Documents comprising the Bid: Financial Component .....	11
12. Bid Prices .....	11
13. Bid and Payment Currencies .....	12
14. Bid Security .....	12
15. Sealing and Marking of Bids .....	13
16. Deadline for Submission of Bids .....	13
17. Opening and Preliminary Examination of Bids .....	13
18. Domestic Preference .....	13
19. Detailed Evaluation and Comparison of Bids .....	13
20. Post-Qualification .....	14
21. Signing of the Contract .....	14
<b>Section III. Bid Data Sheet .....</b>	<b>15</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>17</b>
1. Scope of Contract .....	18
2. Advance Payment and Terms of Payment .....	18
3. Performance Security .....	18
4. Inspection and Tests .....	18
5. Warranty .....	19
6. Liability of the Supplier .....	19
<b>Section V. Special Conditions of Contract .....</b>	<b>20</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>24</b>
<b>Section VII. Technical Specifications .....</b>	<b>25</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>39</b>

### *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.



Republic of the Philippines  
**COTABATO STATE UNIVERSITY**  
Sinsuat Avenue, Cotabato City

**INVITATION TO BID FOR**  
***Upgrading of Library Holdings***

1. The *Cotabato State University*, through the *GAA FY 2023* intends to apply the sum of *Two Million Four Hundred Thirty Five Thousand Three Hundred Eighty Pesos (₱ 2,435,380.00)* being the ABC to payments under the contract for *CSU-PB-GOODS-03-23*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Cotabato State University* now invites bids for the above Procurement Project. Delivery of the Goods is required within **One Hundred Twenty (120) days** from receipt of Notice to Proceed. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *Cotabato State University* and inspect the Bidding Documents at the address given below during 8:00am – 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on starting **May 09, 2023** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (₱5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *presented in person*.

*Bids and Awards Committee Office*  
*Academic Related Services*  
*Cotabato State University*  
*Cotabato City*  
[www.cotsu.edu.ph](http://www.cotsu.edu.ph)

6. The *Cotabato State University* will hold a Pre-Bid Conference<sup>1</sup> on **May 16, 2023 (Tuesday)** at 9:00am at *CSU Conference Room, Research Building, Cotabato State University* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **9:00AM, May 29, 2023 (Monday)**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **May 29, 2023 (Monday)** @ 9:00AM at the Conference Room, Research Building, Cotabato State University, Cotabato City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Cotabato State University* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**JOHN A. ALLESA**

*Bids and Awards Committee - Secretariat  
Cotabato State University  
Sinsuat Avenue, Cotabato City  
bac@ccspc.edu.ph*

**(SGD) RADZATA A. ABDULGANI, PhD**  
*BAC – Chairman  
Chief Administrative Officer*

---

<sup>1</sup> 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.

## ***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, *Cotabato State University* wishes to receive Bids for the *Upgrading of Library Holdings* with identification number *CSU-PB-GOODS-03-23*.

The Procurement Project (referred to herein as “Project”) is composed of One (1) Lot, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *FY 2023* in the amount of *Two Million Four Hundred Thirty-Five Thousand Three Hundred Eighty Pesos (₱2,435,380.00)*

2.2. The source of funding is:

a. GAA FY 2023

## **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.

- 5.3. 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 procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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.
- 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 at **Conference Room, Research Building, Cotabato State University, Cotabato City** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

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

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

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

### 13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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**.

---

<sup>2</sup> 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.

- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) days from bid opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

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

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

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:] For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}*

## **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"> <li>a. <i>Those who have engaged in the supply and delivery of library holdings.</i></li> <li>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>None</i>
12	<i>No further Instruction</i>
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"> <li>a. The amount of not less than ₱48,707.60 [ 2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than ₱121,769.00[ 5% of ABC] if bid security is in Surety Bond.</li> </ul>
19.3	<i>Two Million Four Hundred Thirty Five Thousand Three Hundred Eighty Pesos (₱2,435,380.00) for the Upgrading of Library Holdings</i>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>c. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	<p>d. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

	<p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Supply and Delivery of Library Holdings	1 Lot	230 Titles	120 days

## ***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 No.	QTY	Unit	Title and description	Compliance
<b>ONE (1) LOT – Supply and Delivery</b>				
1	5	Copy	Biological chemistry/ Chua, 2022 PB 9786214510238	
2	5	Copy	The life and works of Jose Rizal/ Porras 2022, PB 9786214510214	
3	5	Copy	Teaching and assessment of the macroskills/ Alda 2022, PB 9786214510245	
4	5	Copy	Children and adolescent literature/ Gonzales 2022, PB 9786214510252	
5	5	Copy	Teaching multigrade classes/ Montalbo 2022, PB 9786214510276	
6	5	Copy	The teaching and assessment of literature studies/ Bacus 2022, PB 9786214510283	
7	5	Copy	Trends and issues in social studies/ Armie G. Dizon 2022, PB 9786214510269	
8	5	Copy	Speech and theater arts/ Blanco 2022, PB 9786214510290	
9	5	Copy	Technical writing/ Manany 2022, PB 9786214510191	
10	3	Copy	Education and the law/ Sta. Maria 2022, 9786218035904	
11	3	Copy	Practical methods on construction management/ Porte 2022, PB 9786214510153	
12	3	Copy	LET REV.TOS PPST-based mathematics/ Manrique 2020, PB 9786218035713	
13	3	Copy	LET REV.TOS PPST-based Filipino/ Furaque 2020, PB 9786218035706	
14	3	Copy	LET REV.TOS PPST-based English (Book-3)/ Arboleda 2020, PB 9786218035720	
15	3	Copy	LET REV.Specialization: values education/ De Leon, Elmer 2023, PB 9786214510313	
16	5	Copy	Art appreciation for new general education curriculum/ Ramos, Arnulfo B. 2020, PB 9789718219355	
17	5	Copy	Opportunity seeking to start up a business community for small and medium enterprises next innovative way/ Etorma, Aprilyn E. 2022, 9789718219706	
18	5	Copy	Sangan diwa: Dalumat sa Filipino/ San Juan, David Michael M. 2019, PB 9789718218723	
19	5	Copy	Understanding grammar: parts of speech/ Tangonan, Orlando 2019, PB 9789718218969	
20	5	Copy	Ethics in the contemporary world/ Angeles, Moses Aaron T. 2021, PB 9789718219621	

Item No.	QTY	Unit	Title and description	Compliance
21	5	Copy	Wika, kultura, lipunan: Introduksyon sa sosyolinggwistika/ Bernales, Rolando A. 2020, PB 9789718219300	
22	5	Copy	Sosyedad at literatura (Panitikang panlipunan)/ Bernales, Rolando 2020, PB 9789718219294	
23	5	Copy	Sine at sosyedad (o pelikulang panlipunan)/Bernales, Rolando 2020, PB 9789718219287	
24	5	Copy	Inobasyon sa wikang Filipino/ Sandoval, Marry Ann S. 2018, PB 9789718218075	
25	5	Copy	Introduksiyon sa pag-aaral ng wika (pandalubhasaan)-Luzon/Balawan 2021,PB 9786214063116 newsprint	
26	5	Copy	Wika at kultura sa mapayapang lipunan/ Hufana, Rerissa L. 2018, PB 9789718217740	
27	5	Copy	Dalumat ng/sa Filipino/ Bernales Rolando A. 2022, PB 9789718218976 newsprint, Mutya	
28	5	Copy	Introduksiyon sa pag-aaral ng wika (pandalubhasaan)-Vizmin/Canasa 2021, PB 9786214063123 newsprint	
29	5	Copy	Saliksik: Filipino sa iba't ibang disiplina/ San Juan, David Michael 2019, PB 9789718218327	
30	5	Copy	Kontekstwalisadong komunikasyon sa Filipino/ Bayang, Eliza 2019, PB 9789718219140	
31	5	Copy	Kontekstwalisadong komunikasyon sa Filipino/ Bernales, Rolando 2019, PB 9789718218679	
32	5	Copy	Introduksiyon sa panaliksik sa wika at panitikan (vizmin)/ Arbasto 2022, PB 9786214063352 Minshapers, newsprint	
33	5	Copy	Principles of marketing in the 21st century/ Bautista Adonis S. 2020, PB 9789718219379	
34	5	Copy	Mathematics in the modern world/ Umil, Dexter Joel L. 2020, PB 9789718219119	
35	5	Copy	Understanding the national service training program-1/ Labuguen, Florida C. 2020, PB 9789718219461	
36	5	Copy	Understanding the national service training program-2/ Labuguen, Florida C. 2020, PB 9789718219478	
37	5	Copy	Simplify your language (a worktext in purposive communication)/ Sy, Maristela B. 2021, PB 9789718219638	
38	5	Copy	Perspektibong historikal ng panitikan ng Pilipinas/ Bernales, Rolado 2020, PB 9789718219591	
39	5	Copy	Panitikan: Yaman ng kalinangan at kulturang Pilipino/ Sauco, Consolacion P. 2020, PB 9789718219386	

Item No.	QTY	Unit	Title and description	Compliance
40	5	Copy	Panitikan ng mga rehiyon sa Pilipinas/ Bernales, Rolando 2019, PB 9789718218990	
41	5	Copy	Panitikan ng Pilipinas (kasaysayan at pagsusuri)/ Bernales, Rolando 2019, PB 9789718218983	
42	5	Copy	Kontemporaryong panitikan/Hufana, Nerissa L. 2019, PB 9789718218433	
43	5	Copy	Panitikang Filipino/ Yurong- Limpot, Marilou 2019, PB 9789718218297	
44	5	Copy	Gender and society: fostering a gender equal society 2 <sup>nd</sup> ed./ Rodriguez 2023, PB 9789719820178, newsprint, C & E	
45	5	Copy	The contemporary world 2nd edition/ Salado, Fritzie 2020, PB 9789718219539	
46	5	Copy	The contemporary world/ Jens Micah De Guzman 2020, PB 9789718219324	
47	5	Copy	Understanding the self: a journey to self-discovery/ Reyes, Melvin Q. 2020 PB 9789718219065	
48	2	Copy	Philosophy of law/ Aquino, D. 2020 CB, 9786210210378	
49	2	Copy	Introduction to law 2021/Barte 2021 PB, 9786210212006	
50	2	Copy	Persons & family/Pineda 2022, CB, 9786210217148	
51	2	Copy	Family code of the Philippines/ Albano 2022 CB, 9786210217247	
52	2	Copy	Constitutional law: the state and branches of government/ Gabato 2022 CB, 9786210218046	
53	2	Copy	Constitutional law: The fundamentals of powers of the State and bill/ Gabato 2022 CB, 9786210216806	
54	2	Copy	The history of local governments in the Philippines/ Rodriguez, R. 2021 PB, 9786210212761	
55	2	Copy	Legal research 3rd edition/Aquino, D. 2020 CB, 9786210210453	
56	2	Copy	Handbook on legal citations/ Claridades 2020 CB, 9786210210132 (978-621-02-1017-0)	
57	2	Copy	Guidebook on legal research & thesis writing/ Claridades 2019 PB, 9786210208931	
58	2	Copy	Statutory construction/ Diaz 2022 CB, 9786210218466	
59	2	Copy	Ratio legis: Statutory construction/Aquino 2022 CB, 9786210216042	

Item No.	QTY	Unit	Title and description	Compliance
60	2	Copy	Basic criminal law (The revised penal law-article 1- 113)/Alejandria 2022 CB, 9786210218503	
61	2	Copy	Criminal law book 1: Concepts and jurisprudence/ Nojara 2020 CB, 9786210211696	
62	2	Copy	Constitutional law 1/ Claridades 2022 CB, 9786210218695	
63	2	Copy	Philippine political law/ Cruz 2022 CB,9786210217834	
64	2	Copy	Philippine government and constitution/ Albano 2022 PB, 9786210217216	
65	2	Copy	The revised implementing rules and regulations of the National building code of the Philippines annotated/ Claridades 2021 CB, 9786210213027	
66	2	Copy	Natural law and the limits of judicial power/Gatdula 2021 CB, 9786210215274 (978-621-02-1406-2)	
67	2	Copy	Criminal law book 2: Concepts and jurisprudence/ Nojara 2020 CB, 9786210209730	
68	2	Copy	The ultimate compendium in legal and judicial ethics/ Jimenez 2021 CB, 9786210212310	
69	2	Copy	Legal and judicial ethics/ Montemayor 2020 CB, 9786210208368	
70	2	Copy	Problem areas in legal ethics/ Aquino 2021 CB, 9786210213454	
71	2	Copy	Legal dictionary/ CBSI 2022 CB, 9786210218374	
72	2	Copy	Everyone's law dictionary/ Castillo 2022 CB, 9786210217193	
73	2	Copy	Conceptual approach to civil procedure/ Legaspi 2022 CB, 9786210216264 <b>(978-621-02-1985-2)</b>	
74	2	Copy	Rules of civil procedure annotated/ Gubat, M. 2021 CB, 9786210213287	
75	2	Copy	Civil procedure explained vol.1 (with 2019 amendments and up- to-date jurisprudence)/ Noche, M.C. 2021 CB, 9786210212884	
76	2	Copy	Civil procedure explained vol.2 (with 2019 amendments and up- to-date jurisprudence)/ Noche, M.C. 2021 CB, 9786210213836	
77	2	Copy	Partnership, agency and trust/Albano 2021, CB, 9786210212891	
78	2	Copy	CIVIL LAW Agency and partnership: Notes and principles/Montemayor 2021 CB, 9786210213133	
79	2	Copy	The law in partnership/ Aquino 2020 CB, 9786210211085	

<b>Item No.</b>	<b>QTY</b>	<b>Unit</b>	<b>Title and description</b>	<b>Compliance</b>
80	2	Copy	Corporation and basic securities law/ Tambaacan 2022 CB, 9786210216912	
81	2	Copy	Labor relations/ Duano 2022 CB, 9786210216738	
82	2	Copy	Labor standards/ Duano 2022 CB, 9786210216578	
83	2	Copy	Labor law/ Barte 2021 PB, 9786210210712	
84	2	Copy	Land titles and deeds/ Albano 2022 CB, 9786210217322	
85	2	Copy	Wills and succession 2nd ed./Sebastian 2021 CB, 9786210214444	
86	956	volume	SCRA vol.1 to vol. 956/CBSI (956 Vols.) CB	
87	110	volume	Philippine reports (110 volumes) CB	
88	1	Copy	Philippine legal lexicon vol.1 (A- J)/ Claridades 2021 CB, 9786210214178	
89	1	Copy	Philippine legal lexicon vol.2 (K- Z)/ Claridades 2021 CB, 9786210214185	
90	1	Copy	Philippine legal encyclopedia (2 volumes)/ Sibal/Aquino 2018 CB, 9786210202625	
91	1	Copy	SCRA quick index digest vol 1 & 2 2019 edition/CBSI 2022 CB, 9786210217124	
92	2	Copy	The handbook of government procurement law in the Philippines/ Madrona 2022 CB, 9786210217766	
93	2	Copy	Philippine education law/ Aquino, D. 2019 CB 9786210208634 (978-621-02-0834-4)	
94	3	Copy	Legal framework of Philippine education (legal basis of education)/Aquino, D. 2020 CB, 9786210210002	
95	3	Copy	Teacher and the Philippine law: Legal aspect of education in the Philippines/ Madrona, S.C. 2020 CB, 9786210210132	
96	3	Copy	School administration and supervision/ Mariano 2019 PB, 9786210207378	
97	3	Copy	Social welfare & social work 4th edition/ Lee-Mendoza, T. 2022 PB, 9786210217407	
98	3	Copy	Business to business marketing/ Serrano 2022, PB 9786214271214	
99	3	Copy	Personal development 2nd edition/ Serrano 2022, PB 9786214271221	
100	3	Copy	Principles of marketing/ Serrano 2021, PB 9789719654308	
101	3	Copy	Reading and writing skills 2nd edition/ Basila 2022, PB 9786214271092	

Item No.	QTY	Unit	Title and description	Compliance
102	3	Copy	Understanding culture, society and politics 2nd ed./Mendoza, Garcia 2022, PB 9786214271122	
103	3	Copy	Introduction to computer programming with java/ Pomperada 2022, PB 9786214271191	
104	3	Copy	Plane geometry with basic trigonometry: a simplified approach, revised ed./Sarmiento 2022, PB 9789214270996	
105	3	Copy	Corporate social responsibility/ Viernes 2022, PB 9786214270422	
106	3	Copy	Distribution management/ Acierto 2019, PB 9786214270514	
107	3	Copy	Entrepreneurship 2022 ed./Frias, Banastao, 2022, PB 9786214271078	
108	3	Copy	Entrepreneurial management/ Acierto 2019, PB 9786214270569	
109	3	Copy	Entrepreneurial mindset/ Serrano 2022, PB 9786214270835	
110	3	Copy	Essentials of administrative office management/ Sergote 2022, PB 9786214271139	
111	3	Copy	Financial management/ Acierto 2022, PB 9786214270972	
112	3	Copy	Fundamentals of management/ Martin 2022	
113	3	Copy	Fundamentals of performance management/Dela Cruz 2022, PB 9786214271146	
114	3	Copy	Human resource development/ Lopez, Marcelo 2021, PB 9786214270767	
115	3	Copy	Human resource management 2nd ed./ Pereda 2020, PB 9786214270644	
116	3	Copy	International business & trade/ Martin 2021, PB 9786214270859	
117	3	Copy	Internet marketing/ Acierto 2022, PB 9786214270866	
118	3	Copy	Introductory accounting 3rd ed./Frias 2022, PB 9786214271115	
119	3	Copy	Management of human behavior in an organization 2nd ed./ Flores, Serrano 2022, PB 9786214271016	
120	3	Copy	Macroeconomics/ Marcelo 2021, PB 9786214270927	
121	3	Copy	Pricing strategy/ Acierto 2022, PB 9786214270897	

Item No.	QTY	Unit	Title and description	Compliance
122	3	Copy	Production management/ Martin 2021, PB 9786214270903	
123	3	Copy	Project management/ Flores, Serrano 2020, 9789719654117	
124	3	Copy	Safety management/ Martin 2021, PB 9786214270958	
125	3	Copy	Statistics for business and management/ Martin 2021, PB 9786214270910	
126	3	Copy	Strategic management/ Marcelo 2020, PB 9786214270804	
127	3	Copy	Textbook in auditing practice 2021 ed./Frias 2022, PB 9786214271009	
128	3	Copy	Textbook in business finance 2nd ed./Frias 2022, PB 9786214271108	
129	3	Copy	Professional development & applied ethics/ Somoray 2021, PB 9786214270828	
130	3	Copy	Bar and beverage service tesda bartending NC II core competencies and elective competencies/ Rojo 2022, PB 9786214063284	
131	3	Copy	Commercial baking with entrepreneurship leading to bread & pastry production NC II/ Dinaga 2022, PB 99789719655114	
132	3	Copy	Food and beverage service producers/ Cornell, D. 2021, PB 9786214061051	
133	3	Copy	Fundamentals of food service in operation/ Dela Cruz 2022, PB 9789719655046	
134	3	Copy	Hajimemashou learn basic Japanese/ Rea-Dafun, M 2022, PB 9789719655022	
135	3	Copy	Introduction to culinary arts/ Lago, Aquino 2022 PB 9786214063239	
136	3	Copy	Personality development: a scientific approach rev. ed./ Magalona et al, 2022, PB 9786214062751	
137	3	Copy	Professional development and applied ethics/ Buenaventura et.al, 2022, PB 9789719655077	
138	3	Copy	Risk management as applied to safety, security and sanitation revised ed./ Maranan et al, 2021 PB 9786214062966	
139	3	Copy	Western cuisine/ Dinaga, Lirazan 2022, PB 9786214063620	
140	3	Copy	Entrepreneurship/ Marcelo, Samson 2022, PB 9786214063376	

Item No.	QTY	Unit	Title and description	Compliance
141	3	Copy	Principles of management & organization/ Pereda 2021, PB 9789719988684	
142	3	Copy	Psychological statistics/ Lambojon 2021, PB 9786214061037	
143	3	Copy	Strategic marketing management: Simplified moves for rookies/ Naval, Girlie 2021, PB 9786214063093	
144	3	Copy	An easy journey to literature/ Sebastian 2021, PB 9786214060511	
145	3	Copy	General psychology with aids education revised ed./ Banalo Et al., 2022 PB 9789719655091	
146	3	Copy	(PATH FIT 3 Dance) Physical activity towards health and fitness: Folk dance, cheer dance/Bulatao et al. 2022, PB 9789719655107	
147	3	Copy	(PATH FIT 1) Physical activity towards health and fitness 1: Health & wellness movement/ Bulatao et al. 2021, PB 9786214063109	
148	3	Copy	PATH FIT 4) Physical activity towards health and fitness: Sports/ Bulatao 2019, PB 9786214062218	
149	3	Copy	Introduction to business statistics: a comprehensive approach rev./ Sirug 2021	
150	3	Copy	Information assurance and security 1 & 2/ Abante et al. 2022, PB 9789719655039	
151	3	Copy	Understanding human rights and international humanitarian law/ Dela Cruz 2023, PB 9786214182893	
152	3	Copy	Environmental laws, protection and investigation/ Rowela Cartin-Person 2023	
153	1	Copy	Coffee, tea, spice, herbs, and non-timber products production and processing/ 3G E-learning 2023, PB 9781984679260	
154	1	Copy	Developments in plant genetics/ Cheryl Natividad, 2021, HB 9781774076354	
155	1	Copy	Handbook of agricultural entomology/ Laichattiwar Mukesh Anandrao 2021, HB 9781774077658	
156	1	Copy	Seed technology/ 3G E-Learning, 2022, PB 9781984658715	
157	1	Copy	The handbook of pesticides/ Hazem Shawky 2021 HB, 9781774076910	
158	1	Copy	Elementary number theory 2nd edition/ 3G E-Learning 2023, PB 9781984679925	
159	1	Copy	Topology (2nd edition)/ 3G E- Learning 2023, PB 9781984679932	

Item No.	QTY	Unit	Title and description	Compliance
160	1	Copy	Statistics and probability (3rd edition) book with DVD/ 3G E- Learning PB 9781984680365	
161	1	Copy	Business math 3rd ed. book with DVD/ 3G E- Learning, 2023, PB 9781984680389	
162	1	Copy	Graph theory and its applications, 2nd edition/ 3G E- Learning, 2022, PB, 9781984659736	
163	1	Copy	Fundamentals of structural analysis 6th ed./LEET 2021, PB 9781260570441	
164	1	Copy	Highway planning, survey and design/ Ghazi G. Al-Khateeb 2020, PB 9780367500122	
165	1	Copy	Project management case studies, 6th edition/ Harold Kerzner 2022, PB, 9781119821991	
166	1	Copy	Digital electronics: Principles and applications 9th ed./ Tokheim 2022, PB 9781260597868	
167	1	Copy	Automotive service inspection, maintenance and repair 6th ed./ Gilles 2020, PB 9789814888165 Cengage	
168	1	Copy	Refrigeration and air conditioning, 4t ed. / Arora 2021, PB 9789390385843 McGraw-Hill	
169	1	Copy	Todays tech auto engine repairs & rebuilding CM SM 6th ed(Book with e-book)/ Hadfield 2020, PB 9789814878517 Cengage	
170	1	Copy	Engineering hydrology 5th ed. / Subramanya 2021, PB 9789390177509 McGraw-Hill	
171	1	Copy	Reinforced concrete design 4th ed/Pillai 2021, PB 9789354601026 Wiley	
172	1	Copy	Research methods for construction 5th ed./ Richard Fellows 2021, PB 9781119814733 Wiley	
173	1	Copy	Basic engineering circuit analysis 12th ed./ J. David Irwin 2021, PB 9781119667964 Wiley	
174	1	Copy	Critical discourse analysis: a practical introduction to power in language/ Simon Statham 2022, PB 9780367133702 T&F	
175	1	Copy	Literature and the critics developing responses to texts/ Richard Jacobs 2022, PB 9780367650384 T&F	

Item No.	QTY	Unit	Title and description	Compliance
176	1	Copy	Literature, social wisdom, and global justice developing systems thinking through literary study/ Mark Bracher, 2022 PB 9781032247687 T&F	
177	1	Copy	Abnormal psychology 9th ed./ Nolen-Heksema 2023, PB 9781265237769 McGraw-Hill	
178	1	Copy	Psychological testing and assessment 10th ed./Cohen 2022, PB 9781265799731 McGraw-hill	
179	1	Copy	Social psychology 14th ed./ Myers 2022, PB 9781266024221 McGraw-Hill	
180	1	Copy	Strategic management in public services organizations, concepts, schools and contemporary issues 2nd ed./ Ewan Ferlie, 2022 PB 9780367517151 T&F	
181	1	Copy	Social work in the age of disconnection narrative case studies/ Michael Jarrette-Kenny 2022, PB 9781032218298 T&F	
182	1	Copy	Organizing for sustainable development: Addressing the grand challenges/ Federica Angeli 2022, PB 9780367197698 T&F	
183	1	Copy	Strategic management/ Richard Lynch 2022, PB 9781529758245 Sage Ltd	
184	1	Copy	Employee training & development 9th ed./Noe 2023, PB 9781265079833 Mc Graw- Hill	
185	1	Copy	Human resource management 13th ed./Noe 2023, PB 9781265064013 Mc Graw-Hill	
186	1	Copy	Marketing management/ Marshall 2023, PB 9781260598230 McGraw-Hill	
187	1	Copy	Business research methods 14th ed./Schindler 2022, PB 9781264704651 McGraw-Hill	
188	1	Copy	Operations management 3rd ed./ Cachon 2023 PB 9781265075804 Mc Graw-Hill.	
189	1	Copy	Object oriented programming 3rd ed./ 3G E-Learning 2023, PB 9781984679727	
190	1	Copy	Practical Discrete Mathematics: Discover math principles that fuel algorithms for computer science and machine learning with Python by Ryan T. White (Author), Archana Tikayat Ray, 2021, Packt Publishing 9781838983147	

<b>Item No.</b>	<b>QTY</b>	<b>Unit</b>	<b>Title and description</b>	<b>Compliance</b>
191	1	Copy	Record and information management: Fundamentals of professional practice/ Patricia C. Franks 2021, Rowman & Littlefield 9781538152546	
192	1	Copy	Developmental Biology 13th Edition/ Michael Barresi, Scott Gilbert 2023 ISBN 978-0197574591 PB Oxford University	
193	1	Copy	Systems Analysis and Design 8th Edition/by Alan Dennis (Author), Barbara Wixom (Author), Roberta M. Roth (Author), 2021, 9781119803782 Wiley	
194	1	Copy	Pro C# 10 with .NET 6: Foundational Principles and Practices in Programming 11st ed. Edition by Andrew Troelsen (Author), Phil Japikse (Author), 2022 PB, 9781484278680 Apress	
195	1	Copy	Real-World Implementation of C# Design Patterns: Overcome daily programming challenges using elements of reusable object- oriented software by Bruce M. Van Horn II. 2022, PB 9781803242736	
196	1	Copy	Essentials of soil science: soil formation, functions, use and classification/ Winfried Blum, Peter Schad, Stephen Nortcliff, 2018, PB 9783443010904, Borntraeger Gebrueder Publishing	
197	1	Copy	Introduction to soil science: from formation and classification to physical, chemical and biological properties, fertility/ Michael Barton, 2022, PB 9781922435453 Book Bound Studios	
198	1	Copy	Soil genesis, classification survey and evaluation (volume 1) 1st ed. Kindle ed./ A.K. Kolay, 2019, HB 9788126908028 Atlantic; Publishers and distributors Pvt Ltd	
199	1	Copy	Introduction to agricultural engineering technology: A problem solving approach 4th ed./ Harry L.Field, John M. Long; 2018, PB 9783319696782, Springer	
200	1	Copy	Advance in post-harvest management of horticultural produce (Burleigh Dodds Series in Agricultural Science Book 66)/ Kindle 1st edition/ Chris Watkins 2020, 9781786762887, Burleigh Dodds Science Publishing	
201	1	Copy	Food processing: Principles, technologies and applications/ Zachary Walker 2020, HB 978164174876 Larsen and Keller	

Item No.	QTY	Unit	Title and description	Compliance
202	1	Copy	Campbell biology 12th Edition / Reece Jane 2020 ISBN (9780135188743) PB Pearson Publication	
203	1	Copy	Principles of Agricultural Economics 3rd Edition/by Andrew Barkley, Paul W. Barkley 2020 pb 9780367248642	
204	1	Copy	Cell biology: a short course 4th ed./ Bolsover 2022, PB 9781119757764	
205	1	Copy	Nutritional freshwater life/ Benedetto Sicuro, 2020, PB 9781642244830	
206	1	Copy	Gender diversity and sport: Interdisciplinary perspective/ Elizabeth Peel 2022, PB 978036750285	
207	1	Copy	ISE abnormal psychology 9th ed./ Susan Nolen 2022, PB 9781265237769	
208	1	Copy	Counseling ethics for the 21st century: a case based guide to virtues practice/ Elliot Cohen 2019, PB 9781506345475	
209	1	Copy	Ethics for behavior analysts 4th ed./ Jon S. Bailey 2022, PB 9781032056425	
210	1	Copy	Production technology of fruit crops/ Mohan Balasaheb 2022, HB 9781774690185	
211	3	Copy	Important Provisions in Civil Law' Property, Ownership and Succession /Mogello 2023, Vol 2 ISBN 978-621-02-2033-9 CB	
212	3	Copy	Important Provisions in Civil Law' Persons and Family Relations/ Mogello 2023 Vol. 1 ISBN 978-621-02-2032-2 CB	
213	3	Copy	Property Law/ Albano 2023, ISBN 978-621-02-1975-3 CB	
214	3	Copy	Domestic Violence in the Philippines/ Montermayor 2023, ISBN 978-621-02-2020-9 CB	
215	3	Copy	Labor Laws of the Philippines/ CBSI 2023, ISBN 978-621-02-1987-6 CB	
216	3	Copy	Labor Law and International Perspective/ Montemayor 2023, ISBN 978-621-02-2006-3 CB	
217	3	Copy	Child Labor and Laws Against Child Exploitation and Trafficking/ Montemayor 2023 ISBN 978-621-02-2006-3 CB	
218	3	Copy	Political Laws of the Philippines 2023 Edition/ CBSI, ISBN 978-321-02-1988-3 CB	
219	3	Copy	Constitutional Law 2/ Claridades 2023, ISBN 978-621-02-2021-6 CB	

Item No.	QTY	Unit	Title and description	Compliance
220	3	Copy	Administrative Law/ Gabato 2023, ISBN 978-621-02-1951-7 CB	
221	3	Copy	International Relations Power Struggles and Balancing Acts/ Lopez 2023, ISBN 978-621-02-1981-4 CB	
222	3	Copy	WE, THE SOVEREIGN FILIPINO PEOPLE: Primer-Reviewer on Philippine Political Law/ Naval 2023, ISBN 978-621-02-1997-5 CB	
223	3	Copy	Information Technology, Law and Policy/ Ipac 2023, ISBN 978-621-02-1949-4 PB	
224	3	Copy	Legal Writing (Second Edition) 2023/ Aquino, ISBN 978-621-02-2007-0 CB	
225	2	Copy	Beginning Software Engineering 2nd Edition/ Stephens, ISBN 978-1119901709 PB	
226	3	Copy	Torts and Damages 2023 Revised Edition/Luansing, ISBN 978-621-02-2025-4 CB	
227	3	Copy	Important Provisions in Civil Law Persons Volume 1/Mogello 2023, ISBN 978-621-02-2011-7 PB	
228	3	Copy	Important Provisions in Civil Law Obligations and Contracts Volume 3/ Mogello 2023, ISBN 978-621-02-2013-1 PB	
229	3	Copy	Obligations and Contracts/ Laplana-Suarez 2023, ISBN 978-621-02-1983-8 CB	
230	3	Copy	Special rules of procedure governing Philippine Shari'a courts/ Gubat 2022, CB 9786210216868	
<b>***NOTHING FOLLOWS**</b>				

## ***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, ELIGIBILITY AND FINANCIAL COMPONENTS

### ENVELOPE 1

#### The Technical and Eligibility Component

Tab	Documents
<b>A</b>	Department of Trade and Industry (DTI) business name registration or SEC Registration Certificate, whichever may be appropriate under existing laws of the Philippines, supported with the necessary information using the prescribed forms;
<b>B</b>	Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
<b>C</b>	PhilGEPS Platinum Registration
<b>D</b>	Bid Security in the form of Bid Securing Declaration or any of the following: <ol style="list-style-type: none"> <li>1. a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or</li> <li>2. a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument; - GSIS)</li> </ol>
<b>E</b>	Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the BIR.
<b>F</b>	Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year;
<b>G</b>	NFCC computation or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
<b>H</b>	Statement of all ongoing Government and private contracts which are similar in nature including contracts awarded but not yet started, supported with the following: <ol style="list-style-type: none"> <li>a. Notice of Award/Notice to Proceed</li> <li>b. Contract / Purchase Order</li> <li>c. Certificate of Acceptance</li> </ol>
<b>I</b>	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, must be at least fifty percent (50%) of the ABC.
<b>J</b>	Valid Joint Venture Agreement (JVA) (IF NECESSARY) or, in lieu thereof, 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 event that the bid is successful.
<b>K</b>	Technical Specifications and Delivery Schedule: <ol style="list-style-type: none"> <li>a. Technical Specifications Compliance;</li> <li>b. Pictures/brochure of proposed item with specifications</li> <li>c. Delivery Schedule;</li> </ol>
<b>L</b>	Omnibus Sworn Statement in accordance with Section 25.3 of the IRR of RA 9184 based on the updates of GPPB Res. No. 16-2020.

## ENVELOPE 2

### The Financial Component

Tab	Documents
A	Duly Signed Bid Form
B	Duly signed Bid Prices in the bill of Quantities

#### NOTE:

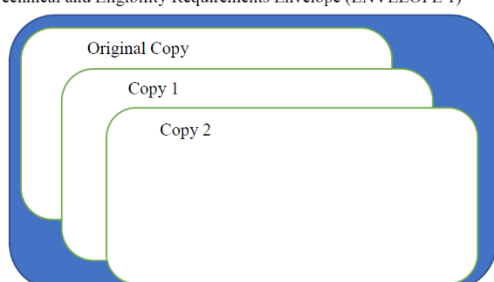
ALL ENVELOPES MUST BE PROPERLY SEALED AND MARKED. ALL DOCUMENTS MUST BE TABBED ACCORDING TO THE CHECKLIST ABOVE (Un-tabbed documents will be rejected).

**ENVELOPE 1** (Eligibility and Technical Requirements) & **ENVELOPE 2** (Financial Requirements) **MUST** contain the following:

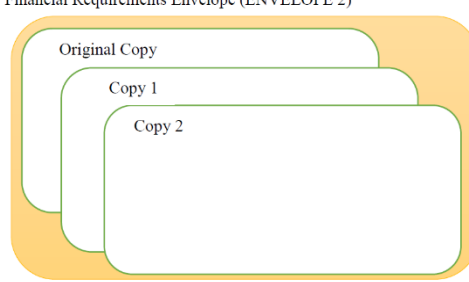
- One (1) Original Document – Each page duly signed by the Authorized Representative stamped with **certified true copy**.
- Two (2) Copies of Original Document – Each page duly signed by the Authorized Representative stamped with **certified true copy from original**.

\*\*\* Bidding documents shall only be sold to bidders and or their representatives upon presentation of **Letter of Intent, representative's Authorization Letter/Special Power of Attorney (SPA) and Company Identification Card(ID)**. Same representative is encouraged to represent the bidder during the bid opening, otherwise, authorization letter/SPA will be required.

Technical and Eligibility Requirements Envelope (ENVELOPE 1)



Financial Requirements Envelope (ENVELOPE 2)



Sealed in One (1) Main Envelope with Proper Marking (See Section 20 of ITB)

