

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# **Procurement of Books**

**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.

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **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  
CENTRAL MINDANAO UNIVERSITY  
Bids and Awards Committee  
University Town, Musuan, Maramag, Bukidnon  
E-mail: [bac@cmu.edu.ph](mailto:bac@cmu.edu.ph)

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## INVITATION TO BID FOR *Procurement of Books* **ITB-53-22**

1. The *CENTRAL MINDANAO UNIVERSITY*, through the *STF2022* intends to apply the sum of One Million Seven Hundred Seventy One Thousand Eight Hundred Twenty One Pesos and Fifty Centavos Only [1,751,821.00] being the ABC to payments under the contract for *Procurement of Books/ ITB No. 53-2022*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

***Select this for lot-procurement:***

The *CENTRAL MINDANAO UNIVERSITY*, through the *STF 2022* intends to apply the sum of One Million Seven Hundred Seventy One Thousand Eight Hundred Twenty One Pesos and Fifty Centavos Only [1,751,821.00] / *ITB No. 53-22* being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

The *CENTRAL MINDANAO UNIVERSITY* now invites bids for the above Procurement Project. Delivery of the Goods is required by **120 calendar days after receipt of the notice to proceed**. Bidders should have completed, within [insert relevant period] 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).

2. 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.

*[Select one of the two following paragraphs and delete the other depending on the existence of conditions under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184]*

- a. *[Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:]* 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.
- b. *[Select this paragraph if condition (a), (c), or (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 exists:]* Bidding is open to all interested bidders,

whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

3. Prospective Bidders may obtain further information from *CENTRAL MINDANAO UNIVERSITY* and inspect the Bidding Documents at the address given below during **7:00-11:00 AM and 1:00-5:00 PM**.
4. A complete set of Bidding Documents may be acquired by interested Bidders on *August 18, 2022* from the given address and website(s) below *and upon payment of a non-refundable fee in the amount of:*

LOT NO.	BID DOCS PRICE
1	P5,000.00

It may also be downloaded free of charge from the website of the Philippine Government electronic Procurement System (PhilGEPS) and the website of the DBM, provided that bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

*[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]*

5. The *CMU* will hold a Pre-Bid Conference<sup>1</sup> on *August 26, 2022 @ 8:00 AM* at *BAC Conference Office, CMU, Musuan, Maramag, Bukidnon* and/or through video conferencing or webcasting, which shall be open to prospective bidders.
6. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before [**September 7, 2022 at 8:00 am**]. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on [**September 7, 2022 at 8:00 am**] at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The *CENTRAL MINDANAO 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.
10. For further information, please refer to:

JOCELYN P. SANIEL

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<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.

Head, BAC-Secretariat  
CP# 0917-718-2368  
E-mail Add. [bac@cmu.edu.ph](mailto:bac@cmu.edu.ph)

11. You may visit the following websites:

For downloading of Bidding Documents: [cmu.edu.ph](http://cmu.edu.ph) & [philgeps.gov.ph](http://philgeps.gov.ph)

**RONEL V. SUDARIA**  
BAC Chairperson for  
Goods and Services

*[August 18, 2022]*



Republic of the Philippines  
CENTRAL MINDANAO UNIVERSITY  
University Town, Musuan, Bukidnon

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## INSTRUCTION TO BIDDERS

1. All bids and eligibility requirements must be submitted to the BAC–Secretariat of Central Mindanao University – Bids and Awards Committee (BAC) on or before **8:00 o'clock in the morning, Central Mindanao University BAC Office time** on the day of the scheduled bidding. Bids submitted after the deadline shall not be accepted by the BAC;
2. All bids must be accompanied by a Bid Security in an amount equivalent to a percentage of the Approved Budget for the Contract to be bid (ABC) in an acceptable forms of bonds as follows:  

<b>CASH, MANAGER'S CHECK, CASHIER'S CHECK, BANK DRAFT OR BANK GUARANTEE</b>	<b>- 2%</b>
<b>OF ABC</b>	
<b>SURETY BOND</b>	<b>- 5%</b>
<b>OF ABC</b>	
<b>NOTARIZED BID SECURING DECLARATION</b>	
3. The prospective bidder should have an experience in undertaking a similar project within the University or any other government agencies and private companies for the last five (5) years with an amount of at least fifty percent (50 %) of the Approved Budget for the Contract to be bid;
4. In case the Net Financial Contracting Capacity (NFCC) is not equal to the ABC prospective bidder must secure a commitment from a License bank to extend to it a credit line if awarded the contract to be bid, or a cash deposit certificate equivalent to at least ten percent (10 %) of the ABC, which is specific to the contract;
5. A single-stage, two-envelope system of bidding will be adopted by the BAC;
6. A prospective bidder should submit his/her bid documents in **two (2) separate sealed bid envelopes**, with **envelope no. 1 duly mark as Eligibility & Technical requirements, envelope no. 2 mark Financial envelope** containing the bid proposal. All envelopes must be sealed in an outer envelope which shall be marked with the name of the contract to be bid and the name of the bidder and addressed to the BAC;
7. Bid documents submitted must be in **three (3) copies**, with the original mark as **original copy** to facilitate evaluation of the documents by the BAC – TWG;

8. Eligibility checking of the prospective bidders shall be done using a none – discretionary “**pass / fail criteria**”;
9. Withdrawal or Modification of Bids after Bid Opening is NOT allowed; Submission of Waiver after Bid Opening will mean forfeiture of Bid Security and Subject to Administrative Sanction – Suspension of one year for 1<sup>st</sup> offense and Suspension of two years for the second offense.
10. All items are subject to inspection and tests prior to acceptance and payment.
11. All representatives shall be authorized by the Owner/ Proprietor through a Special Power of Attorney or a Secretary’s Certificate in case of Corporations.
12. All clarifications must be in the form of writing.
13. Attach to make part of this Instruction to Bidders are sample standard forms to be included in the bidding documents.

**(Sgd.) RONEL V. SUDARIA**  
**BAC Chairman, GOODS AND SERVICES**

## ***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, *CENTRAL MINDANAO UNIVERSITY* wishes to receive Bids for the [*Various Books*] , with identification number [*ITB NO. 53-2022*].

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement Project (referred to herein as “*Various Books*”) is composed of [*LOT Is*], 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 [*STF 2022*] in the amount of *1,751,821.00*)

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 **ITB** 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. *[Select one, delete other/s]*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. 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:

*[Select one, delete the other/s]*

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.

b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

c. 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: *[Select either failure or monopoly of bidding based on market research conducted]*



- 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.

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* 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 *[state relevant period as provided in paragraph 2 of the IB]* 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.

- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 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)**.

- 12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or

escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 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:

*[Select one, delete the other/s]*

a. Philippine Pesos.

b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].*

### 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**.

14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

### 15. Sealing and Marking of Bids

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

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<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.

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**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## **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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## **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.

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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:

*[Select one, delete the other/s]*

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

*[Delete Options 2 and 3 if Framework Agreement will be used.]*

- 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. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[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**.

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;

- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.



## ***0Section 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>[Books ]</i>.</li> <li>b. completed within <i>[5 YEARS]</i> prior to the deadline for the submission and receipt of bids.</li> </ul>			
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>			
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>35,036.42</b> <i>[Indicate the amount equivalent to 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</li> <li>b. The amount of not less than <b>87,591.05</b> <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>			
19.3	[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]			
	ITEM NO.	DESCRIPTION	QUANTITY	
	1	21st Century Accounting: Multicolumn Journal/ Lehman 2019	1	12,295.00
	2	3G Handy Guide: Human Resource Management/ 3G 2019	1	4,950.00
	3	3G Handy Guide: Interact with Customers/3G 2019	1	4,950.00
	4	3G Handy Guide: Machining (Book with DVD)/ 3G Learning 1e 2020	1	3,993.00
	5	3G Handy Guide: Retail Store Management/3G 2019	1	4,950.00
	6	3G Handy Guide: SALES MANAGEMENT/ 3G 2019	1	4,950.00
	7	3GE Collection on Food Science: Antioxidants in Food/ 3G Editorial 2021	1	6,995.00
	8	3GE Collection on Food Science: Diet, Immunity and Inflammation/ 3G Editorial 2021	1	6,995.00
	9	3GE Collection on Food Science: Proteins in Food Processing/ 3G Editorial 2021	1	6,995.00
	10	3GE Collection on Physics & Chemistry: Modeling of Chemical Reactions/ 3G Editorial 2021	1	6,995.00
	11	A Handbook of Sexuality Leadership/ Wadley 2020	1	5,780.00

12	A history of Christian-Muslim Relations 2nd ed/ Goddard 2020	1	3,250.00
13	A Visual Reference to Food Styling 2020	1	6,975.00
14	A Visual Reference to Housekeeping/ 3G Learning 1e 2020	1	3,993.00
15	A Visual Reference to Restaurant Management and Operations/ 3G Learning 1e 2020	1	3,993.00
16	A Visual Reference to Room Service Management/ 3G Learning 1e 2020	1	3,993.00
17	Achieving Sustainable Production of Poultry Meat/ Sharma, Y. 2020	1	4,995.00
18	Acids, Bases, and Salts/ 3G Editorial 2021	1	5,100.00
19	Administrative And Office Management (Book with DVD)/ 3G Learning 1e 2020	1	4,893.00
20	Administrative Office Procedures and Management/ Chauhan, Priya 1e 2021	1	4,493.00
21	Advanced Emergency Care and Transportation of the Sick and Injured/ AAOS 2019	1	16,970.00
22	Advanced Robotic Vehicles Programming an Ardupilot and Pixhawk Approach/ Mendoza-Mendoza 1e 2020	1	5,593.00
23	Advanced Steel Design of Structures/ Chandrasekaran 2020	1	10,319.00
24	An Introduction to Mental Health/ Augustus, Jo 1e 2019	1	3,293.00
25	Animal Diversity, Ise / Hickman, Jr. 9e 2021	1	4,193.00
26	Animal Genetics and Genomics/ Balwan, W,K 2021	1	4,995.00
27	Animal Medicine a Guide for Veterinary Practitioners/ Mallam, J.R. 2021	1	4,995.00
28	Animal Physiology/ Edwardson 2021	1	13,174.00
29	Animal Training: A Step-By-Step Guide/ Granger 2019	1	6,900.00
30	Artificial Intelligence an Introduction/ Jones, Lambert 1e 2020	1	4,893.00
31	Arts-Based Educational Research & Qualitative Inquiry/ Mulvihill 2020	1	4,774.00
32	Assessing Quality and Safety of Animal Feeds/ O'Connell 2020	1	7,950.00
33	Automotive Engines: An Engineering Perspective/ Martin, A. 2021	1	5,895.00
34	Automotive Engines: Diagnosis, Repair and Rebuilding, 8th ed./ Gilles 2020	1	5,995.00
35	Automotive Service Inspection Maintenance Repair (2 Volume Set)/ Gilles 2020	1	5,995.00
36	Az Of Digital Research Methods/ Dawson, Catherine 1e 2020	1	2,393.00
37	Biological Control of Environmental Pollution/ Carter 2020	1	7,950.00
38	Brand Management: theory and practice/ Dixon 2020	1	4,984.00
39	Broiler Farming and Management/ Singh, Rajender Kumar 1e 2020	1	4,493.00
40	Brunner and Suddarth's Textbook of Medical Surgical Nursing 14th ed Volume 1/ Hinkle 2018	1	10,700.00
41	Business Leadership and Market Competitiveness: New Paradigms for Design, Governance, and Performance/ Lopez 2019	1	6,758.00
42	Butchering Chickens: A Guide to Humane, Small- Scale Processing/ Danforth 2020	1	1,730.00

43	Carrots and Related Apiaceae Crops, 2nd Edition/ Geoffriau 2020	1	6,090.00
44	Chemistry and Chemical Reactivity, 10th ed./ Kotz 2019	1	12,795.00
45	Circle Solutions for Student Wellbeing, 3ed/ Roffey 2020	1	4,724.00
46	Climate Change (Book with DVD)/ 3G Learning 2e 2020	1	4,893.00
47	Clinical Handbook for Brunner & Suddarth's Textbook of Medical-Surgical Nursing, 14ed 2018	1	5,779.00
48	Clinical Procedures in Veterinary Nursing, 4ed/ Aspinall 2019	1	5,914.00
49	Clinical Textbook for Veterinary Technicians, 9th ed./ J.M. Bassert 2018	1	12,995.00
50	Commercial Refrigeration for Air Conditioning Technicians, 3rd ed./ Wirz 2020	1	5,995.00
51	Composite Material Engineering: modeling and technology/ Vakhrushev 2020 HB	1	14,494.00
52	Computer Networks and Security 2020	1	6,975.00
53	Convergent Journalism/ Filak 2020	1	6,861.00
54	Cookie, Cracker and Pasta Manufacturing (Book with DVD)/ 3G Editorial 2021	1	5,100.00
55	Core Concepts in Computer Science: Data Structures (Book with DVD) 1E/ 3G E-Learning 2019	1	5,320.00
56	Core concepts in physics: Atomic Physics with DVD/3G 2019	1	5,625.00
57	Core Concepts in Physics: Biophysics with DVD/3G 2019	1	5,625.00
58	Core Concepts in Physics: Chemical Physics w/ DVD/ 3G 2019	1	5,625.00
59	Core Concepts in Physics: Classical Mechanics with DVD/3G 2019	1	5,625.00
60	Core Concepts in Physics: Environmental Physics w/ DVD/ 3G 2019	1	5,652.00
61	Core Concepts in Physics: Geophysics with DVD/3G 2019	1	5,625.00
62	Core Concepts in Physics: Laser and Magnetism with DVD/3G 2019	1	5,625.00
63	Core Concepts in Physics: Mathematical Physics w/ DVD/3G 2019	1	5,625.00
64	Core Concepts in Physics: Optics with DVD/3G 2019	1	5,625.00
65	Core Concepts in Physics: Particle Physics with DVD/3G 2019	1	5,625.00
66	Core Concepts in Physics: Plasma Physics with DVD/3G 2019	1	5,625.00
67	Core Concepts in Physics: Polymer physics with DVD/3G 2019	1	5,625.00
68	Core Concepts in Physics: Relativity w/ DVD/3G 2019	1	5,625.00
69	Core Concepts in Physics: Semiconductor Physics with DVD/3G 2019	1	5,625.00
70	Core Concepts in Physics: Solid State Physics with DVD/3G 2019	1	5,625.00
71	Core Concepts in Physics: Statistical Physics with DVD/3G 2019	1	5,625.00
72	Core Concepts in Physics: Waves and Acoustics with DVD/3G 2019	1	5,625.00

73	Corporate Governance, Business Ethics, Risk Management and Internal Control 2021-2022 Ed./ Cabrera, E. E. & Cabrera, G. 2021	1	750.00
74	Cost Accounting and Control 2021 Edition/ Cabrera, E. et al. 2021	1	890.00
75	Couple And Family Assessment Contemporary and Cutting-Edge Strategies/ Sperry, Len 3e 2019	1	4,493.00
76	Covid 19's impact on digitalization of education/ Jesteh 2020	1	9,350.00
77	Crafting & Executing Strategy, 22ed/ Thompson 2020	1	4,853.00
78	Culture, Conduct and Ethics in Banking Principles and Practice/ Bell, Fred 1e 2020	1	4,293.00
79	Cunningham's Textbook of Veterinary Physiology, 6th ed./ B.G. Klein 2020	1	14,795.00
80	Current Progress in Botany Research/ Singh, R. 2021	1	4,995.00
81	Curriculum Design and Lesson planning with DVD 2nd ed/3G 2022 (PRIORITY)	1	6,375.00
82	Curriculum Development: the importance of context/Ang-Manaig 2021	1	8,925.00
83	Customer Relationship Management a Strategic Approach/ Lopez, Denise 1e 2020	1	4,793.00
84	Database System Concepts, 7ed/ Silberschatz 2020	1	5,552.00
85	Database Systems 13E/ Coronel 2019	1	12,500.00
86	Designing and Managing a Research Project, 4ed/ Polonsky 2019	1	7,995.00
87	Developing Management Proficiency/ Cohen 2020	1	2,971.00
88	Digital Photography for Dummies, 9ed/ King 2020	1	2,746.00
89	Discovering Computers and Microsoft office 365 Office 2016/ Freund 2017	1	11,050.00
90	Diseases Of Grasses Legumes and Ornaments/ Sharma, Indu 1e 2020	1	4,493.00
91	Electrical Installation Work: Level 2 EAL Edition, 2nd ed./ Linsley 2020	1	4,995.00
92	Electrical Installation Work: Level 3 EAL Edition/ Linsley 2020	1	4,995.00
93	Electronic Circuits: Fundamentals and Applications/ T&F Routledge 2020	1	5,470.00
94	Electronics and Communications Engineering/ Kumarr 2020	1	13,580.00
95	Electronics for Dummies, 3ed/ Shamieth 2020	1	2,996.00
96	Engaging the Critical in English Education/ Asmus, B. Gonzalez, C.H. 2020	1	4,550.00
97	Engineering Mechanics/3G 2020	1	5,400.00
98	Entrepreneurship, Innovation & Regional Development, 2ed/ Mitra 2020	1	6,383.00
99	Environmental and Pollution Science 3rd. Ed/ Brusseau 2019	1	13,995.00
100	Environmental Biotechnology: Principles and Application/ Hodkiewicz 2020	1	7,950.00
101	Environmental Geology, 11e/ Montgomery, Carla W. 11e 2020	1	4,493.00
102	Environmental Issues: Recycling HB/3G 2020	1	6,750.00
103	Environmental Science/ Miller, Tyler G. 16e 2019	1	8,893.00
104	Essentials for Nursing Practice 7th ed./ Potter 2019	1	13,495.00
105	Essentials of Educational Technology/ Kumari 2022 (Priority)	1	9,350.00

106	Essentials of Human Computer Interaction/ Cortez, D. et. al. 2021	2	440.00
107	Ethical Leadership and Global Capitalism/ Beerel 2020	1	3,878.00
108	Ethnobotany Of Rice Weeds/ Prasad, Nupur 1e 2020	1	4,493.00
109	Feeding in Vertebrates: Evolution, Morphology, Behavior, Biomechanics/ Bels 2019	1	14,590.00
110	Finance Accumulation & Monetary Power/ Woodley 2020	1	4,658.00
111	Finance: Applications & Theory, 5ed/ Cornett 2020	1	4,838.00
112	Financial Management Principles and Applications 2021 - 2022 Edition/ Cabrera, M.E.B. et al. 2021	1	1,290.00
113	Financial Markets and Institutions (2022 Ed)/ Cabrera, E.et. al. 2022	1	950.00
114	Fish By -Products and Utilization of Fishery Waste/ Bhalla, V. 2021	1	4,995.00
115	Flood Management/ Lynwood 2019	1	6,900.00
116	Flour Milling and Malt Manufacturing (Book with DVD)/ 3G Editorial 2021	1	5,100.00
117	Food Processing and Technology/ Martins 2021	1	14,024.00
118	Food Processing: Intermediate (In Compliance with NCII)/ 3G 2019	1	5,995.00
119	Forest and Natural Resources/ Langat 2020	1	7,825.00
120	Forest Management and Planning/ Siry 2020	1	7,825.00
121	Forest Resource Management/ Oduor 2020	1	7,825.00
122	Foundation Course for Applications Software Developer (Book with DVD)/ 3G Editorial 2021	1	5,100.00
123	Foundation Course for Database Administrator (Book with DVD)/ 3G Editorial 2021	1	5,100.00
124	Fundamentals Concepts and Mathematics/3G 2020	1	5,400.00
125	Fundamentals of Financial Accounting, 6th ed./ Phillips 2019	1	4,995.00
126	Fundamentals of Geophysics 3E/ Lowrie 2020	1	7,150.00
127	Fundamentals of Management (OBE)/ Marcelo, D. 2022	1	1,320.00
128	Fundamentals Of Microbiology/ Cooke, David 1e 2020	1	4,793.00
129	Fundamentals Of Structural Analysis, Ise/ Leet, Kenneth M. 6e 2021	1	4,593.00
130	Gastronomy And the Dining Experience (Book with DVD)/ 3G Learning 1e 2019	1	4,893.00
131	Greenhouse Engineering/ Ilhami Yildiz 2021	1	20,030.00
132	Handbook of Aquaculture Engineering/ Singh, M. 2021	1	4,995.00
133	Handbook of Clinical Nursing: Critical and Emergency Care Nursing/ Hickman 2018	1	5,295.00
134	Handbook of Education Systems in Asia/ Ramirez 2022	1	9,350.00
135	Handbook of Maize Production/ Fouda 2022	1	7,480.00
136	Healthy and Sustainable Food Systems/ Lawrence 2020	1	4,975.00
137	Hentopia: Create a Hassle-Free Habitat for Happy Chickens; 21 Innovative Projects/ Hyman 2018	1	2,210.00
138	Herbal Medic: A Green Beret's Guide to Emergency Medical Preparedness and Natural First Aid/ Coffman 2021	1	2,280.00

139	Hilot (Wellness): Intermediate (In Compliance with NCII)/ 3G 2019	1	5,995.00
140	Holes Essentials of Human Anatomy Physiology, Ise/ Welsh, Charles J. 14e 2021	1	4,893.00
141	How to Read a Financial Report/ Tracy 2020	1	2,831.00
142	Human Life Before Birth 2nd ed/ Dye 2019	1	9,728.00
143	Human-Computer Interaction and Cybersecurity Handbook/ T&F CRC Press 2019	1	16,830.00
144	Illustrated Dictionary of Digital Marketing/ 3G 2018	1	2,795.00
145	Illustrated Handbook of Hospitality Ethics 2020	1	8,925.00
146	Illustrated Handbook of Veterinary Parasitology 2020	1	8,925.00
147	Immunology Essential and Fundamental/ Cayson McCarty 1e 2020	1	5,993.00
148	Informatics for Health Professionals, 2E/ Mastrian 2021	1	10,880.00
149	Information Technology (As Per New Syllabus) Class X/ Saxena, P. 2021	1	2,500.00
150	Information Technology Class IX/ Saxena, P. 2021	1	2,500.00
151	Inquiry Into Life, Ise/ Mader, Sylvia S. 16e 2020	1	6,093.00
152	Integrated Watershed Management/ Garey 2021	1	14,024.00
153	Integrating Sustainability Into Major Projects/ McPhee 2020	1	8,946.00
154	Interactive Computer Graphics/ Lloyd, H. 2021	1	5,895.00
155	Intermediate Accounting Vol. 3 (2021 Ed)/ Valix, C. .et. al. 2021	1	990.00
156	Intermediate Accounting Volume 2 2021 Edition/ Valix & Peralta 2021	1	1,000.00
157	Intermediate Accounting Volume One 2021 Edition/ Valix, C. et al. 2021	1	1,090.00
158	Introducing a School Dog/ Drabble 2019	1	2,459.00
159	Introducing Intercultural Communication: Global Cultures and Contexts Third Edition/ Liu 2019	1	4,938.00
160	Introduction to Advertising/ Emmanuel Mogaji 2021	1	6,150.00
161	Introduction To Animal Science/ Shaffer, Vera 1e 2020	1	4,893.00
162	Introduction to Clinical Psychology/ 3G 2020	1	5,400.00
163	Introduction to Counseling with DVD/3G 2020	1	6,250.00
164	Introduction to GO Programming/ Pomperada, J. 2022	3	1,100.00
165	Introduction to jQuery Programming/ Pomperada, J. & Villaluna, F. 2021	3	620.00
166	Introduction to Maternity and Pediatric Nursing 8th ed./ Leifer 2019	1	9,995.00
167	Introduction to Psychology with DVD/3G 2020	1	6,250.00
168	Introduction to Real Estate Development and Finance/ Levy 2020	1	4,874.00
169	Introduction To Software Engineering/ Hammond, Theodore 1e 2020	1	4,793.00
170	Introduction to Special Educational Needs, Disability and Inclusion: A student's Guide/ Sewell & Smith 2021	1	3,410.00
171	Kitchen Essentials and Basic Food Preparation (Book with DVD)/ 3G Learning 1e 2020	1	4,893.00
172	Legal and Privacy Issues in Information Security, 3rd Edition/ Joanna Lyn Grama 2022	1	10,070.00

173	Livestock Survival and Management During Disaster/ Gouri 2020	1	4,595.00
174	Mader's Understanding Human Anatomy & Physiology, 10e/ Longenbaker, Susannah Nelson 10e 2020	1	4,893.00
175	Management of Human Behavior in an Organization 2nd Ed./ Camilar-Serrano, A. & Flores, M. 2022	1	875.00
176	Marine Ecosystem: Changing Scenario and Sustainability/ Bruno Augusto Amato Borges 2020	1	6,995.00
177	Media Studies: The Basics, 2ed/ McDougall 2020	1	2,609.00
178	Microsoft: Office 365 for Dummies 3rd. Ed./ Withee 2019	1	2,995.00
179	Milady Standard Barbering, 6th ed./ Milady 2019	1	5,995.00
180	Milady Standard Cosmetology, 13th ed./ Milady 2019	1	5,995.00
181	Mobile Computing/ Jain, Amit 1e 2021	1	4,393.00
182	Models Of Cognitive Development/ Richardson, Ken 1e 2020	1	4,193.00
183	Molecular Plant Breeding/ Bernier 2020	1	7,950.00
184	Morphology Of Cell/ Upadhyay, Sushil Kumar 1e 2019	1	4,493.00
185	Mycology and Plant Pathology/ Dr. S. Borkataki 2018	1	2,595.00
186	Natural Resource Economics: Analysis, Theory, and Applications/ Conrad 2020	1	6,050.00
187	Nursing Essentials: Drugs: 1ed/ Page 2020	1	1,750.00
188	Nutrition for Health and Health Care 7E/ DeBruyne 2020	1	9,600.00
189	Organic Chemistry: Concepts and Applications/ Headley, Allan D. 1e 2020	1	11,493.00
190	Organizational Behavior 9E IE/ McShane 2021	1	5,450.00
191	Organizational Psychology with DVD/3G 2020	1	6,250.00
192	Pattern Making: Intermediate (In Compliance with NCII)/ 3G 2019	1	5,995.00
193	Performance Evaluation on Cloud Services HB/ Pehcevski 2019	1	9,450.00
194	Personal Development Groups for Trainee Counsellors: An Essential Companion/ Godward 2020	1	3,600.00
195	Physical Assessment for Nurses and Health Care Professionals, 3ed/ Cox 2019	1	6,370.00
196	Physical Chemistry: Principles and Applications/ Srivastava 2019	1	6,900.00
197	Plant Cytogenetics Breeding and Evolution/ Salinas, B. 2019	1	7,500.00
198	Plant Pathology Diseases and Management/ A. Mishra 2018	1	6,495.00
199	Plant Physiology Fundamentals and Application 2nd ed./ Kumar 2018	1	6,495.00
200	Plumbing 201, 6th ed./ PHCC Educational Foundation 2020	1	5,995.00
201	Political Philosophy/3G 2020	1	5,990.00
202	Pollution: Causes, Prevention and Control/ Montgomery 2019	1	6,900.00
203	Poultry Nutrition and Environment Management/ Sindhu, A. 2018	1	4,500.00
204	Poultry Production in Hot Climates/ Sharma, Y. 2019	1	6,000.00
205	Prescott's Principles of Microbiology, 10e/ Willey, Joanne 2e 2021	1	4,293.00



206	Principles Of Chemistry (Book with DVD)/ 3G Learning 1e 2020	1	4,893.00
207	Principles Of Computer Science/ Maynard, Penelope 1e 2020	1	4,793.00
208	Principles Of Environmental Chemistry/ Ayers, Jonathan 1e 2020	1	4,793.00
209	Principles of Genetics and Animal Breeding (HB)/ Turcotte, J. 2021	1	8,100.00
210	Principles of Marketing K to 12/ Camilar-Serrano, A. 2021	1	640.00
211	Principles of Marketing/ De Chavez, R. 2021	1	550.00
212	Principles of Plant Biotechnology/ Angstrom 2019	1	5,495.00
213	Principles of Seed Pathology/ A. Kings 2018	1	4,395.00
214	Probability/3G 2020	1	5,400.00
215	Processing of Meat and Poultry products/ Melsbach 2021	1	13,515.00
216	Professional Javascript for Web Developers, 4ed/ Frisbie 2020	1	4,760.00
217	Programming (Oracle Database): Advance w/ DVD/ 3G 2019	1	5,995.00
218	Programming C.Net. Technology): Advance (In Compliance w/ NCII)/ 3G 2019	1	5,995.00
219	Project Management: The Managerial Process 8E IE/ Larson 2021	1	5,340.00
220	Promoting Resilience/ Thompson 2020	1	4,295.00
221	Quality Management: Methods and Applications/ Watson, K. 2021	1	6,995.00
222	Raising Chickens for Dummies, 2Nd Edition/ Willis 2019	1	2,530.00
223	Raising Goats Naturally: The Complete Guide to Milk, Meat, and More, 2nd Edition/ Niemann 2018	1	2,850.00
224	Residential Construction Academy: BASIC PRINCIPLES for Construction 5th ed/ Huth 2020	1	11,050.00
225	Review of Research in Education, vol. 43/ Pigott 2019	1	7,830.00
226	Risk Management as a applied to Safety, Security and Sanitation Rev. Ed./ Maranan, et. al. 2021	1	695.00
227	Roadwork: Theory and Practice 6e/ Copson 2020		5,860.00
228	Science And Christian Ethics/ Scherz, Paul 1e 2019	1	8,993.00
229	Science and Mathematics for Engineering, 6E/ John Bird 2020		4,500.00
230	Signal Processing and Linear System / Sharma, S. 2020	1	1,500.00
231	Smart Electricity Distribution Networks/ Wang 2017	1	11,175.00
232	Social Research Methods Qualitative, Quantitative And Mixed Methods Approaches/ Gronmo, Sigmund 1e 2020	1	4,693.00
233	Social Value in Construction/ Raiden 2019	1	4,718.00
234	Sociology In Modules 5E/ Schaefer 2020	1	5,755.00
235	Software Engineering for Variability Intensive Systems: foundation and applications HB/ Mistrik 2019	1	12,444.00
236	Soil & Foundation Engineering/ Upadhyay, A.K. 2e 2019	1	1,793.00
237	Soil Erosion Aspects in Agriculture HB/ Imdad 2019	1	9,450.00
238	Soil Fertility, Renewal and Preservation/ Schinner 2020	1	7,950.00

239	Soil Microbiology/ Salgueiro, Dominique 1e 2020	1	4,793.00
240	Soil Pollution/ Vasquez-Luna 2020	1	7,725.00
241	Soil Warming/ Zhang 2020	1	7,725.00
242	Soilborne Pathogens/ Swam 2021	1	7,140.00
243	Southeast Asia in the New International Era, 8ed/ Dayley 2020	1	4,859.00
244	Starch and Vegetable Fat and Oil Manufacturing (Book with DVD)/ 3G E-Learning 2021	1	6,100.00
245	Storey's Guide to Keeping Honey Bees, 2nd Edition: Honey Production, / Sanford	1	2,210.00
246	Storey's Guide to Raising Dairy Goats, 5th Edition: Breed Selection, Feeding, Fencing, Health Ca...Belanger 2018	1	2,210.00
247	Storey's Guide to Raising Pigs (Hard Cover)/ Klober 2018	1	3,010.00
248	Strategic Cost Management 2021 Edition/ Cabrera, M.E.B. et. al. 2021	1	1,090.00
249	Supervising to Inspire Doctoral Researchers/ Denicolo 2020	1	4,387.00
250	Sustainable Landscaping and Building Design/ Hart 2019	1	6,488.00
251	Systematics with DVD/3G 2020	1	5,400.00
252	Tailoring (Casual): Intermediate (In Compliance with NCII)/ 3G 2019	1	5,995.00
253	Technopreneurship with DVD/3G 2020	1	5,400.00
254	The Cognitive Science of Religion a Methodological Introduction to Key Empirical/ Slone, Jason D. 1e 2019	1	2,593.00
255	The Concise Encyclopedia of Applied Linguistics/ Chapelle 2020	1	6,937.00
256	The D and F – Block Elements/ 3G Editorial 2021	1	5,100.00
257	The Everything Mediterranean Instant Pot Cookbook/ Jagers 2020	1	2,160.00
258	The Fit Foodie Meal Prep Plan/ O'Neil 2020	1	2,230.00
259	The Montessori Baby: A Parent's Guide to Nurturing Your Baby with Love, Respect, and Understanding/ Davies 2021	1	1,820.00
260	The Nurse's Anatomy and Physiology Colouring Book, 2nd Edition/ Cook 2021	1	1,420.00
261	The P-Block Elements/ 3G Editorial 2021	1	5,100.00
262	The Sage Handbook of Political Sociology (2 Volume Set)/ W. OuthWaite 2018	1	33,995.00
263	The Self-Care Handbook/ Hasson 2020	1	2,830.00
264	The Stem Coaching Handbook/ Talley 2017	1	2,635.00
265	The Tourism, Hospitality and Events Student's Guide to Study and Employability/ Everett 2021	1	4,540.00
266	Today's Technician Automotive Brake System Shop manual, 7th ed./ Pickerill 2020	1	5,995.00
267	Today's Technician Automotive Electricity and Electronics Classroom Manual/ Hollembeak 2020	1	5,995.00
268	Today's Technician Automotive Heating and Air Conditioning Shop Manual, 6th ed./ Schnubel 2020	1	5,995.00
269	Today's Technicians Automotive Engine Performance Classroom Manual, 7th ed./ Pickerill 2020	1	5,995.00
270	Today's Technicians Automotive Engine Repair and Rebuilding/ Hadfield 2020	1	5,995.00

271	Today's Technicians Basic Automotive Service and System Shop manual, 5th ed./ Hadfield 2020	1	5,995.00
272	Total Quality Management for Tourism and Hospitality/ Martin, M. 2021	1	880.00
273	Understanding Contemporary Strategy 2nd ed/ Lonsdale 2020	1	3,856.00
274	Understanding Global Warming/ Hernandez 2020	1	5,730.00
275	Understanding Nutrition, 15th ed./ Whitney 2019	1	12,495.00
276	Understanding Toxicology/ Mathis 2020	1	8,711.00
277	Vegetables: The Ultimate Cookbook/ Laura Sorkin 2020	1	2,890.00
278	Veterinary Hematology, 3ed/ Reagars 2019	1	7,412.00
279	Visual Graphic Design: Advance w/DVD/ 3G 2019	1	5,995.00
280	Water Supply and Waste Water Engineering/ Upadhyay, A.K. 3e 2019	1	1,993.00
281	Weed Science: Principles and applications 2nd ed/ Ford 2022	1	5,832.00
282	Western Cuisine/ Dinaga, L. 2022	1	700.00
283	Whole Farm Management: From Start-Up to Sustainability/ Stephenson 2020	1	2,560.00
284	WILEY CPA Excel Reviews: Focus Notes Auditing and Attestation 2019	1	7,120.00
285	Williams Essentials of Nutrition and Diet Therapy 12th. Ed/ Schlenker Gilbert 2019	1	9,895.00
286	Williams Nutrition for Health, Fitness & Sport/ Williams 2020	1	4,988.00
287	Windows Server Administration Fundamentals/ Panek 2020	1	4,584.00
288	Wireless Connectivity: An Intuitive and Fundamental Guide/ Popovski 2020	1	12,150.00
289	Wong's Nursing Care of Infants and Children 11th ed./ Hocken Berry 2019	1	13,995.00
290	Writing a Research Paper in Political Science, 4ed/ Baglione 2020	1	4,762.00
291	Yoga Therapy for Digestive Health/ Watts 2018	1	3,225.00
292	Yoga Therapy for Stroke/ Schmid 2019	1	3,225.00
279	Visual Graphic Design: Advance w/DVD/ 3G 2019	1	5,995.00
280	Water Supply and Waste Water Engineering/ Upadhyay, A.K. 3e 2019	1	1,993.00
281	Weed Science: Principles and applications 2nd ed/ Ford 2022	1	5,832.00
282	Western Cuisine/ Dinaga, L. 2022	1	700.00
283	Whole Farm Management: From Start-Up to Sustainability/ Stephenson 2020	1	2,560.00
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286	Williams Nutrition for Health, Fitness & Sport/ Williams 2020	1	4,988.00
287	Windows Server Administration Fundamentals/ Panek 2020	1	4,584.00
288	Wireless Connectivity: An Intuitive and Fundamental Guide/ Popovski 2020	1	12,150.00
289	Wong's Nursing Care of Infants and Children 11th ed./ Hocken Berry 2019	1	13,995.00

	290	Writing a Research Paper in Political Science, 4ed/ Baglione 2020	1	4,762.00
	291	Yoga Therapy for Digestive Health/ Watts 2018	1	3,225.00
	292	Yoga Therapy for Stroke/ Schmid 2019	1	3,225.00
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>			
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</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**.

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

#### **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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### **5. Warranty**

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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><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 abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><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> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

- 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.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

- 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
- b. in the event of termination of production of the spare parts:
  - 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.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<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>

# *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	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>





## **Bid Securing Declaration Form**

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

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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

**[Jurat]**

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

**Statement of Single Largest Completed Similar Contract**

This is to certify that *[name of company]* has the following single largest completed similar contract within the period of five (5) years from the date of the bid opening:

Name of Contract	Date of the Contract	Kind of Goods Sold	End User's Name and Address	Amount of Contract	End-User's Acceptance (indicate the date of completion or the date of official receipt)	Bidder is A) Manufacturer B) Supplier/Contractor C) Distributor

\_\_\_\_\_  
Name and Signature of Authorized  
Representative

\_\_\_\_\_  
Date

Inclusions:

- a) Cut-off date as of:  
    Within the period of five (5) years reckoned from the date of the opening of bids.
- b) In the column for "End-User's Acceptance", indicate the date of completion or the date of Official Receipt.
- c) Proof of single largest completed similar contract must be submitted such as:
  - (1) Certificate of Satisfactory Completion or Certificate of Acceptance from the clients; or Official Receipt; and
  - (2) Contract Agreement; or Purchase Order; or Job Order.

**Statement of Ongoing and Awarded But Not Yet Started Contracts**

This is to certify that *[name of company]* has the following ongoing and awarded but not yet started contracts for the period December CY 2017- December CY 2021:

:

Name of Contract	Date of the Contract	Kind of Service	End-User's Name and Address	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier/Contract or C) Distributor

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

**Inclusions:**

- a.) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) within the period of five years from the opening of bids
- b.) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state NONE.
- c.) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC,
- d.) Submit the following proofs:
  - 1. Notice of Award and Notice to Proceed; or
  - 2. Purchase Order or Contract Agreement or Job Order

## ***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);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (b) 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**
- (c) 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**
- (d) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (e) 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

- (f) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (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.



