



Republic of the Philippines
**Northwestern Mindanao State College
of Science and Technology**

BIDDING DOCUMENTS

Contract I.D. No. : 20PBTNMSC21-G

Contract Name : Purchase of Books for
Graduate Programs

Contract Location : Labuyo, Tangub City,
Misamis Occidental

Total Approved
Budget for the : ₱ 2,000,000.00
Contract

January 20 – February 10, 2021

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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
Northwestern Mindanao State College
of Science and Technology

INVITATION TO BID FOR
Purchase of Books for Graduate Programs

1. The *Northwestern Mindanao State College of Science and Technology (NMSCST)*, through the *Students Trust Fund* intends to apply the sum of:

Lot Number	Contract ID	Description	ABC
1.	20PBTNMSC21.1-G	Master in Information Technology	Php. 399,900.00
2.	20PBTNMSC21.2-G	Master of Arts in Leadership and Management/Ph.D in Leadership and Management	Php. 400,100.00
3.	20PBTNMSC21.3-G	Master of Arts in Curriculum Development and Instructional Design/Ph.D. in Curriculum Development and Instructional Design	Php. 400,000.00
4.	20PBTNMSC21.4-G	Master of Management I Hospitality Management	Php. 397,600.00
5.	20PBTNMSC21.5-G	Ph.D. in Research and Evaluation	Php. 402,400.00
		Total:	Php. 2,000,000.00

being the ABC to payments under the contract **Purchase of Books for Graduate Programs** for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The *NMSCST* now invites bids for the above Procurement Project. Delivery of the Goods is required by sixty (60) calendar days. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from [*insert name of the Procuring Entity*] and inspect the Bidding Documents at the address given below during [*insert office hours*].

5. A complete set of Bidding Documents may be acquired by interested Bidders on *January 20 – February 10, 2021* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount listed below for the lot/item.* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through Palawan/Cebuana.*

Lot Number	Description	ABC	Cost of Bidding Documents
1.	Master in Information Technology	Php. 399,900.00	Php. 500.00
2.	Master of Arts in Leadership and Management/Ph.D in Leadership and Management	Php. 400,100.00	Php. 500.00
3.	Master of Arts in Curriculum Development and Instructional Design/Ph.D. in Curriculum Development and Instructional Design	Php. 400,000.00	Php. 500.00
4.	Master of Management I Hospitality Management	Php. 397,600.00	Php. 500.00
5.	Ph.D. in Research and Evaluation	Php. 402,400.00	Php. 500.00
Total			Php. 2,500.00

6. The *NMSCST* will hold a Pre-Bid Conference on *29th of January of 2021 at 01:00 PM* via *google meet* (Meeting ID: <https://meet.google.com/vdk-axnx-ujj>) which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through: (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both} on or before *February 10, 2021 at 09:00 AM.* **Late bids shall not be accepted.**

Manual:	Office of the Bids and Awards Committee, New Admin Building, NMSCST, Labuyo, Tangub City, Misamis Occidental
Online:	Official email account: bacsecoffice@nmsc.edu.ph Note: <ul style="list-style-type: none"> • Please follow file format and instructions provided at the last page of this BD. • Original and One (1) copy of Technical and Financial Proposal shall be required to submit through a courier before the deadline.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *10th of February 2021, 01:00 PM* at the given address below *and/or via google meet* (Meeting ID: <https://meet.google.com/nye-bdte-uby>). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The summary of significant data, time and procurement activities are shown below:

Activities	Schedule	Online Meeting via google meet (Meeting ID)	Venue
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Issuance of Bidding Documents	January 21 – February 20, 2021		NMSCST Legarda Hall, Labuyo, Tangub City
Pre-Bid Conference	January 29, 2021 at 1:00 PM	https://meet.google.com/vdk-axnx-uu	
Deadline of Submission of Bids	February 10, 2021 at 09:00 AM		
Opening of Bids	February 10, 2021 at 01:00 PM	https://meet.google.com/nye-bdte-uby	

10. NMSCST likewise assumes no obligation whatsoever to compensate or indemnify any bidder or winning bidders, as the case may be, for any expenses or loss that said party(ies) may incur in its participation in the Pre-bidding and bidding process nor does it guarantee that an award will be made.
11. The *NMSCST* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

FLORANTE G. REQUINA

BAC Secretariat
NMSCST, Labuyo, Tangub City 7214
Misamis Occidental
Tel No.: (088) 586-0173
09097656322

13. You may visit the following websites: <https://www.nmsc.edu.ph>
For downloading of Bidding Documents: <https://www.nmsc.edu.ph>

Date of Issue: January 20, 2021

MARILOU M. ABATAYO, Ph.D.

Bids and Awards Committee, Chairperson
Authorized Representative

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, Northwestern Mindanao State College of Science and Technology (NMSCST) wishes to receive Bids for the **Purchase of Books for Graduate Programs** with identification number **20PBTNMSC21-G**.

The Procurement Project (referred to herein as “Project”) is composed of 5 lots the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2021* in the amount of *Php. 2,000,000.00*:

Lot Number	Contract ID	Description	ABC
1.	20PBTNMSC21.1-G	Master in Information Technology	Php. 399,900.00
2.	20PBTNMSC21.2-G	Master of Arts in Leadership and Management/Ph.D in Leadership and Management	Php. 400,100.00
3.	20PBTNMSC21.3-G	Master of Arts in Curriculum Development and Instructional Design/Ph.D. in Curriculum Development and Instructional Design	Php. 400,000.00
4.	20PBTNMSC21.4-G	Master of Management I Hospitality Management	Php. 397,600.00
5.	20PBTNMSC21.5-G	Ph.D. in Research and Evaluation	Php. 402,400.00
		Total:	Php. 2,000,000.00

2.2. The source of funding is: Students Trust Fund (STF) FY 2021.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. *[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:

[Select one, delete other/s]

- 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.
 - b. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.3. *[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.

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**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause																										
2.1	<p>The lot(s) and reference are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot #</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Master in Information Technology</td> <td style="text-align: right;">Php. 399,900.00</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Master of Arts in Leadership and Management/Ph.D in Leadership and Management</td> <td style="text-align: right;">Php. 400,100.00</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Master of Arts in Curriculum Development and Instructional Design/Ph.D. in Curriculum Development and Instructional Design</td> <td style="text-align: right;">Php. 400,000.00</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Master of Management I Hospitality Management</td> <td style="text-align: right;">Php. 397,600.00</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Ph.D. in Research and Evaluation</td> <td style="text-align: right;">Php. 402,400.00</td> </tr> </tbody> </table>	Lot #	Description	ABC	1.	Master in Information Technology	Php. 399,900.00	2.	Master of Arts in Leadership and Management/Ph.D in Leadership and Management	Php. 400,100.00	3.	Master of Arts in Curriculum Development and Instructional Design/Ph.D. in Curriculum Development and Instructional Design	Php. 400,000.00	4.	Master of Management I Hospitality Management	Php. 397,600.00	5.	Ph.D. in Research and Evaluation	Php. 402,400.00							
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5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Books and Scientific Journals</i> b. completed within three (3) years prior to the deadline for the submission and receipt of bids. 																									
7.1	<i>Subcontracting is not allowed.</i>																									
12	The price of the Goods shall be quoted in Philippine Peso Currency.																									
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than _____ [<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 b. The amount of not less than _____ [<i>Indicate the amount equivalent to five percent (5%) of ABC</i>] if bid security is in Surety Bond. 																									
19.3	<p><i>Grouping and Evaluation of lots: Similar items, to be group together to form several lots that shall be evaluated and awarded as separate contracts:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot #</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">ABC</th> <th style="text-align: center;">Item #</th> <th style="text-align: center;">Volume</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Master in Information Technology</td> <td style="text-align: right;">Php. 399,900.00</td> <td style="text-align: center;">39 titles</td> <td style="text-align: center;">89 pcs</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Master of Arts in Leadership and Management/Ph.D in Leadership and Management</td> <td style="text-align: right;">Php. 400,100.00</td> <td style="text-align: center;">45 titles</td> <td style="text-align: center;">195 pcs</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Master of Arts in Curriculum Development and Instructional Design/Ph.D. in Curriculum Development and Instructional Design</td> <td style="text-align: right;">Php. 400,000.00</td> <td style="text-align: center;">27 titles</td> <td style="text-align: center;">122 pcs</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Master of Management I Hospitality Management</td> <td style="text-align: right;">Php. 397,600.00</td> <td style="text-align: center;">41 titles</td> <td style="text-align: center;">112 pcs</td> </tr> </tbody> </table>	Lot #	Description	ABC	Item #	Volume	1.	Master in Information Technology	Php. 399,900.00	39 titles	89 pcs	2.	Master of Arts in Leadership and Management/Ph.D in Leadership and Management	Php. 400,100.00	45 titles	195 pcs	3.	Master of Arts in Curriculum Development and Instructional Design/Ph.D. in Curriculum Development and Instructional Design	Php. 400,000.00	27 titles	122 pcs	4.	Master of Management I Hospitality Management	Php. 397,600.00	41 titles	112 pcs
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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

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i>

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.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

	<p>Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>As a general rule, no advance payment, or any payment made prior to the delivery and acceptance of goods, shall be made to any supplier/manufacturer/distributor.</p> <p>Payment must only be made after the appropriate inspection and acceptance procedures, as mandated by existing government rules and regulations, have been</p>

	complied with by the Procuring Entity; and 4. Payment must be made in accordance with prevailing accounting and auditing rules and regulations.
4	The inspections will be conducted upon delivery of the items. Note: Only official Delivery Receipt shall be accepted.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Lot #	Description	Quantity	Total	Delivered Weeks/months
1.	Master in Information Technology	Refer to technical specifications	Refer to technical specifications	60 calendar days
2.	Master of Arts in Leadership and Management/Ph.D in Leadership and Management			60 calendar days
3.	Master of Arts in Curriculum Development and Instructional Design/Ph.D. in Curriculum Development and Instructional Design			60 calendar days
4.	Master of Management I Hospitality Management			60 calendar days
5.	Ph.D. in Research and Evaluation			60 calendar days

Submitted by:

Name & Signature of the Bidder's Representative

Date

Position

Name of the Bidder

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<i>FRAMEWORK AGREEMENT LIST (AGENCY)</i>			
<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<i>TOTAL (Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>SIGNATURE OVER PRINTED NAME</i>	<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

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

[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.]

Item #	Item Description	Author	Quantity	Statement of Compliance
Lot 1	Master in Information Technology (39 titles and 89 volume)			
1.1	Operating System Concepts, 10e			
1.2	Guide to Operating Systems, 6th Edition			
1.3	AE Network+ Guide to Networks, 8th Edition			
1.4	Data Visualization: A Handbook for Data Driven Design 2nd Edition			
1.5	A Guide to SQL, 10th Edition			
1.6	Database Design and Relational Theory: Normal Forms and All That Jazz 2nd Edition			
1.7	Database Principles: Fundamentals of Design, Implementation, and Management, 3rd Edition			
1.8	Database Concepts (8th Edition) 8th Edition			
1.9	Concepts of Database Management 10th Edition			
1.10	Fundamentals of Python: First Programs, 2nd Edition			
1.11	Artificial Intelligence: A Modern Approach (Pearson Series in Artificial Intelligence)			
1.12	Artificial Intelligence Basics: A Non-Technical Introduction 1st ed. Edition			
1.13	AI Crash Course: A fun and hands-on introduction to machine learning, reinforcement learning, deep learning, and artificial intelligence with Python			

1.14	Laws of UX: Using Psychology to Design Better Products & Services 1st Edition			
1.15	The Future Is Faster Than You Think: How Converging Technologies Are Transforming Business, Industries, and Our Lives (Exponential Technology Series)			
1.16	Own the A.I. Revolution: Unlock Your Artificial Intelligence Strategy to Disrupt Your Competition			
1.17	Systems Analysis and Design (Shelly Cashman Series) 11th Edition			
1.18	Principles of Business Information Systems 4e, 4th Edition			
1.19	Information Technology Project Management 9th Edition			
1.20	A Guide to the Project Management Body of Knowledge (PMBOK Guide) 6th Edition			
1.21	Artificial Intelligence By Example: Acquire advanced AI, machine learning, and deep learning design skills, 2nd Edition			
1.22	You Look Like a Thing and I Love You: How Artificial Intelligence Works and Why It's Making the World a Weirder Place			
1.23	Artificial Intelligence: 101 Things You Must Know Today About Our Future			
1.24	Rebooting AI: Building Artificial Intelligence We Can Trust			
1.25	The Unicorn Project			
1.26	Understanding Research Methods: An Overview of the Essentials 10th Edition			
1.27	Research Design and Methods: An Applied Guide for the Scholar-Practitioner 1st Edition			
1.28	Research Design: Qualitative, Quantitative, and Mixed Methods Approaches 5th Edition			
1.29	40 Algorithms Every Programmer Should Know			
1.30	Essential Algorithms, 2nd Edition			
1.31	Grokking Algorithms: An illustrated guide for programmers and other curious people			
1.32	Human and Machine Learning: Visible, Explainable, Trustworthy and Transparent			
1.33	Codeless Data Structures and Algorithms : Learn DSA Without Writing a Single Line of Code			

1.34	Hands-On Data Structures and Algorithms with Python			
1.35	A Common-Sense Guide to Data Structures and Algorithms			
1.36	Ethics in Information Technology 6th Edition			
1.37	Guide to Computer Forensics and Investigations, 6th Edition			
1.38	Information Privacy Engineering and Privacy by Design: Understanding Privacy Threats, Technology, and Regulations Based on Standards and Best Practices 1st Edition			
1.39	Legal and Ethical Aspects of Health Information Management 5th Edition			
Lot 2	Master of Arts in Leadership and Management/Ph.D. in Leadership and Management			
2.1.	Leaders Eat Last : Why some teams pull together and other don't			
2.2.	The 7 habits of highly effective people: powerful lessons in personal change			
2.3.	Start With Why: How Great Leaders Inspire Everyone to Take Action			
2.4.	Leading the Unleadable: How to Manage Maverick, Cynics, Divas and Other Difficult People			
2.5.	Leadshift: The 11 Essential Changes Every Leader Must Embrace			
2.6.	The Leader's Greatest Return: Attracting, Developing, and Multiplying Leaders Hardcover			
2.7.	Developing the Leader Within You 2.0			
2.8.	Introduction to Leadership: Concepts and Practice 5th Edition			
2.9.	Practicing the Art of Leadership: A Problem-Based Approach to Implementing the Professional Standards for Educational Leaders (Pearson Educational Leadership) 5th Edition			
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2.11.	The First-Time Manager			
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2.15.	The Making of a Manager: What to Do When Everyone Looks to You			
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2.20.	101 Tough Conversations to Have with Employees: A Manager's Guide to Addressing Performance, Conduct, and Discipline Challenges			
2.21.	101 Sample Write-Ups for Documenting Employee Performance Problems: A Guide to Progressive Discipline & Termination			
2.22.	Leadership Is Language: The Hidden Power of What You Say--and What You Don't			
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2.28.	Persuasive Technology: Using Computers to Change What We Think and Do (Interactive Technologies)			
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2.30.	Together Is Better: A Little Book of Inspiration			
2.31.	The Advice Trap: Be Humble, Stay Curious & Change the Way You Lead Forever			
2.32.	Everyone Deserves a Great Manager: The 6 Critical Practices for Leading a Team			

2.33.	It's the Manager: Gallup finds the quality of managers and team leaders is the single biggest factor in your organization's long-term success			
2.34.	Financial Management: Theory & Practice 15th Edition			
2.35.	Financial Management: Principles and Applications 13th Edition			
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2.37.	Research Methods and Statistics: An Integrated Approach 1st Edition			
2.38.	Research Design: Qualitative, Quantitative, and Mixed Methods Approaches 5th Edition			
2.39.	Designing and Conducting Mixed Methods Research 3rd Edition			
2.40.	Qualitative Research: A Guide to Design and Implementation 4th Edition			
2.41.	Qualitative Inquiry and Research Design: Choosing Among Five Approaches 4th Edition			
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2.44.	Advanced Statistics in Research: Reading, Understanding, and Writing Up Data Analysis Results			
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Lot 3	Master of Arts in Curriculum Development and Instructional Design/Ph.D in Curriculum Development and Instructional Design (27 titles and 122 volume)			
3.1.	Evaluating instructional leadership : recognized strategies for success			
3.2.	The instructional leadership toolbox : a handbook for improving practice			
3.3.	Instructional leadership : a research-based guide to learning in schools			
3.4.	Instructional leadership : a learning-centered guide			
3.5.	Supervision and instructional leadership :a developmental approach			
3.6.	7 steps to effective instructional leadership			
3.7.	Advanced teaching methods and curriculum			

3.8.	The teacher and the school curriculum :a guide to curriculum development and practice			
3.9.	Curriculum Leadership: Strategies for Development and Implementation			
3.10.	Curriculum development : a guide for educators			
3.11.	Standards-based physical education curriculum development			
3.12.	Curriculum development for teachers			
3.13.	Developing curriculum			
3.14.	Primary learner's toolkit : implementing a creative curriculum through cross-curriculum projects, developing emotional intelligence, creating independent, confident and lifelong learners			
3.15.	Making science curriculum matter: wisdom for the reform road ahead			
3.16.	Curriculum development			
3.17.	A handbook for classroom management that works.			
3.18.	Curriculum and curriculum development			
3.19.	Foundations of curriculum development and management.			
3.20.	Effective supervision: supporting the art and science of teaching			
3.21.	Instructional leadership: creating practice out of theory			
3.22.	Instructional Design Knowledge Base			
3.23.	Mastering the Instruction Design Process: A systematic Approach			
3.24.	Online Teaching at Its Best: Merging Instructional Design with Teaching and Learning Research			
3.25.	Curriculum Development: A guide to Practice			
3.26.	Infants, Toddlers, and Caregivers: Caregiving and Responsive Curriculum Development			
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4.3.	Corporate Social Responsibility and Governance			

4.4.	Current Issues in Corporate Social Responsibility			
4.5.	Responsible Corporate Governance			
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4.7.	Computer Age Statistical Inference: Algorithms, Evidence, and Data Science			
4.8.	An introduction to statistical learning: with applications in R			
4.9.	Methods and Applications of Statistics in Business, Finance, and Management Science			
4.10.	Applied Business Statistics : Methods and Excel-Based Applications			
4.11.	Business Research Methods			
4.12.	Business Research Methods 13th ed.			
4.13.	Essentials of Business Research : A Guide to Doing your Research Project			
4.14.	Tourism Analysis An Interdisciplinary Tourism & Hospitality Journal			
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4.26.	Marketing Management: Theory and Practice			
4.27.	Operations Management			
4.28.	OPERATIONS AND PROCESS MANAGEMENT: PRINCIPLES AND PRACTICES FOR STRATEGIC IMPACT			
4.29.	OPERATIONAL RISK MANAGEMENT			

4.30.	Essentials of Organizational Behavior			
4.31.	Organizational Behavior : Integrating Individuals, Groups, and Organizations			
4.32.	Organizational Behavior : Managing People and Organizations			
4.33.	Essentials of Organizational Behavior : An Evidence-Based Approach			
4.34.	Financial and Economic Tools in the World of Hospitality Industry: Proceedings of the 5th International Conference on Management and Technology in Knowledge, Service, Tourism and Hospitality			
4.35.	Advanced Financial Management			
4.36.	Advanced Financial Management-Pocket Notes			
4.37.	The Hospitality and Tourism Industry in ASEAN and East Asian Destinations : New Growth, Trends, and Developments			
4.38.	How Not to Write a Thesis or Dissertation : A Guide to Success through Failure			
4.39.	Thesis Writing : How to write an excellent thesis			
4.40.	The Secrets to Writing a Successful Business Plan : A Pro Shares A Step-by-Step Guide to Creating a Plan That Gets Results			
4.41.	Business Plan : 10 Steps to Write a Startup Business Plan and Become a Successful Entrepreneur			
Lot 5	Ph.D. in Research and Evaluation (20 titles and 57 volume)			
5.1.	An Introduction to Statistical Methods and Data Analysis 7th Edition			
5.2.	Sampling Design and Analysis (Advanced Series) 2nd Edition			
5.3.	Categorical Data Analysis 3rd Edition			
5.4.	Project Management for Research and Development: Guiding Innovation for Positive R and D Outcomes 1st Edition			
5.5.	Managing Research, Development and Innovation: Managing the Unimaginable 3rd Edition			
5.6.	Research Design: Qualitative, Quantitative, and Mixed Methods Approaches 3rd Edition			
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	Participatory Research Approaches 1st Edition			
5.8.	Research Methods: A Practical Guide for Students and Researchers			
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5.12.	Program Evaluation: Alternative Approaches and Practical Guidelines 4th Edition			
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5.15.	A Manual for Writers of Research Papers, Theses, and Dissertations			
5.16.	Theses and Dissertations: A Guide to Planning, Research, and Writing			
5.17.	Theories of Development: Concepts and Applications 6th Edition			
5.18.	Theories of Development: Contentions, Arguments, Alternatives 3rd Edition			
5.19.	Handbook of Research on Project Management Strategies and Tools for Organizational Success (Advances in Logistics, Operations, and Management Science) 1st Edition			
5.20.	Project Management for Engineering, Business and Technology 5th Edition			

Submitted by:

Name & Signature of the Bidder's Representative

Date

Position

Name of the Bidder

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<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.]</i></p>

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**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Guidelines for Online submission of Bids

- 1) Scan the “copy 1” Technical and Financial with stamped “copy from original”
- 2) Save the file into PDF format. (*One file for technical and one file for financial*)
- 3) Naming the files: (Acronym of the company or first word, underscore then technical/Financial)

Example:

- a) NASA_Technical or Juan_Technical
 - b) NASA_Financial or Juan_Financial
- 4) Save the document with password in adobe or zip/rar the file using winrar;

How to secure file with password?

<https://helpx.adobe.com/acrobat/using/securing-pdfs-passwords.html>

or using winrar

<https://www.wikihow.com/Add-a-Password-to-a-RAR-File>

- 5) Password must be at most 6 letters and/or a combination of letters and numbers.
- 6) Attach file using google drive.

Note: Deadline of submission is on February 10, 2021 at 9:00 AM. Late bids will not be accepted.