

# **PHILIPPINE BIDDING DOCUMENTS**

## **Supply and Delivery of Books for Bangsamoro Library and Archives Collections**

**Government of the Republic of the  
Philippines**



**Sixth Edition  
July 2020**

# Preface

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

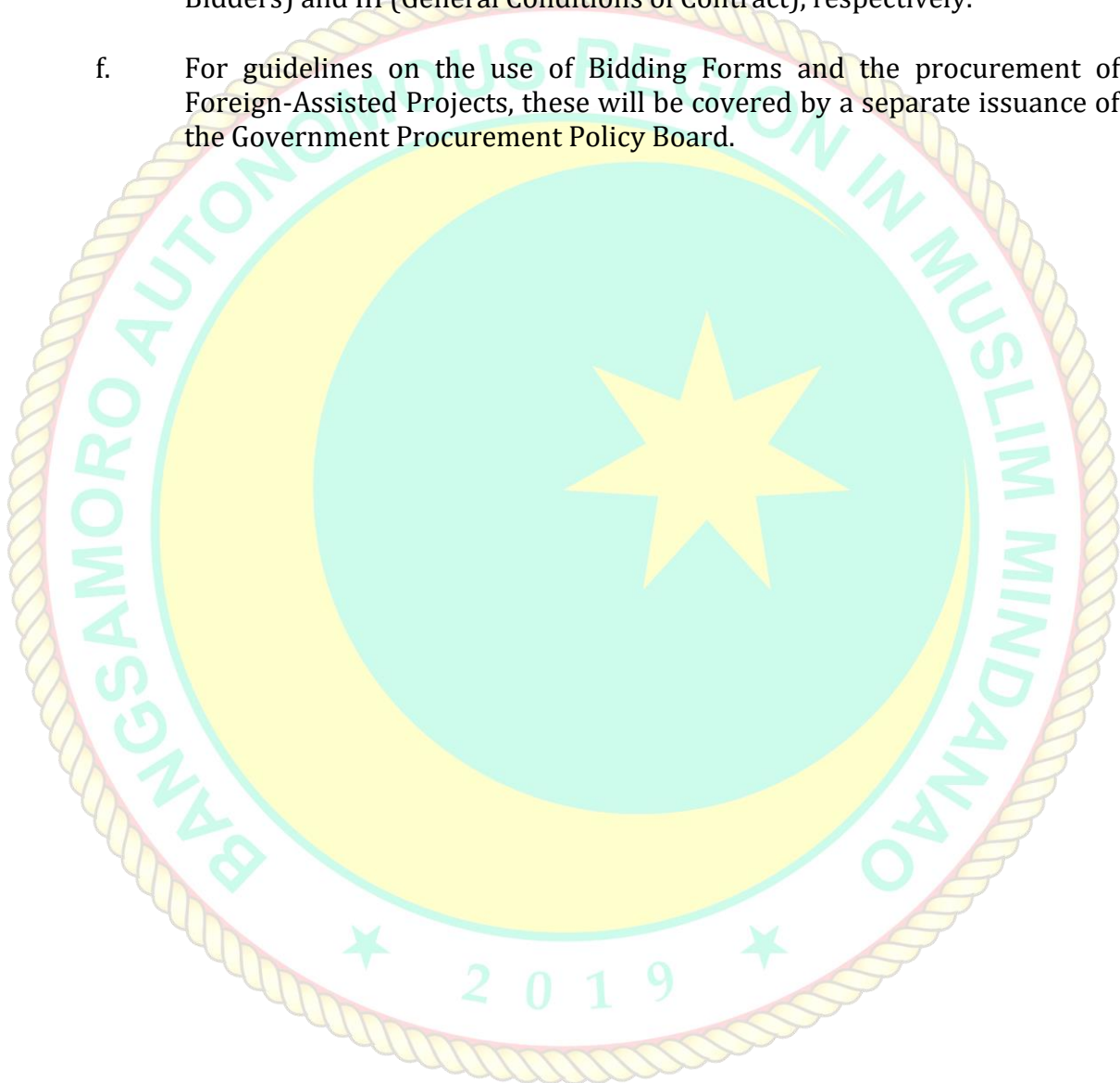
The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.



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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***







Republic of the Philippines  
**BANGSAMORO AUTONOMOUS REGION IN MUSLIM MINDANAO**  
**OFFICE OF THE CHIEF MINISTER**  
**BIDS AND AWARDS COMMITTEE**  
Bangsamoro Government Center, Governor Gutierrez Avenue, Rosary Heights VII, Cotabato City 9600

**INVITATION TO BID**

**Supply and Delivery of Books for the Bangsamoro Library and Archives Collections**

IB No.: OCM-BLA-092023-041

1. The Office of the Chief Minister, Bangsamoro Autonomous Region in Muslim Mindanao (OCM-BARMM), through the General Appropriations Act for the Bangsamoro 2023 intends to apply the sum of **One Million Nine Hundred Seventy-Eight Thousand Forty-One Pesos (PHP 1,978,041.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply and Delivery of Books for the Bangsamoro Library and Archives Collections**.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The OCM-BARMM now invites bids for the **Supply and Delivery of Books for the Bangsamoro Library and Archives Collections**. Delivery of the Services is specified in Section VI. Schedule of Requirements. Bidders should have completed, within three 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 OCM-BARMM and inspect the Bidding Documents at the address given below, from 8:00 a.m.-5:00 p.m. during office hours.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 21-October 10, 2023, during office hours**, from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, in the amount of **Five Thousand Pesos (PHP 5,000.00)**, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The bidder or its duly authorized representative shall present the following documents when purchasing the bidding documents, to wit:

- a. Letter of Intent;
- b. Proof of Authority. i.e., Special Power of Attorney or Secretary's Certificate; and
- c. Valid Government issued I.D of the owner or its duly authorized representative.

6. The OCM-BARMM will hold a **Pre-Bid Conference<sup>1</sup>** on **September 28, 2023, 9:00 a.m.** via **Zoom Teleconference**, which shall be open to prospective bidders. The zoom details may be requested at [ocmbac@bangsamoro.gov.ph](mailto:ocmbac@bangsamoro.gov.ph).

7. Bids must be duly received by the BAC Secretariat through **manual submission at Bangsamoro Planning and Development Authority (BPDA) Conference Hall 1, 3<sup>rd</sup> Floor, BPDA, Bangsamoro Government Center, Cotabato City**, on or before **October 11, 2023, 8:30 a.m.** Late bids shall not be accepted.

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 October 11, 2023, 9:00 a.m. at Bangsamoro Planning and Development Authority (BPDA) Conference Hall 1, 3<sup>rd</sup> Floor, BPDA, Bangsamoro Government Center, Cotabato City.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

9. The OCM-BARMM 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:

***Bids and Awards Committee Secretariat***

*Office of the Chief Minister- Annex Building, Bangsamoro Government Center,  
Bangsamoro Government Center, Gov. Gutierrez Ave.,  
Rosary Heights VII, Cotabato City*

**0917-831-7214**

**[Ocmbac@bangsamoro.gov.ph](mailto:Ocmbac@bangsamoro.gov.ph)**

11. You may visit the following websites:

For downloading of Bidding Documents:

<https://bangsamoro.gov.ph/transparency/bids-and-awards-commitee/#ITB>

*Originally signed*

**MOHD ASNIN K. PENDATUN**

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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.

Chairperson, Bids and Awards Committee



## ***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, OCM-BARMM, wishes to receive Bids for **Supply and Delivery of Books for the Bangsamoro Library and Archives Collections**, with identification number OCM-BLA-092023-041.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for GAAB 2023 in the amount of PHP 1,978,041.00.

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 **IB** by the BAC through the issuance of a supplemental or bid bulletin.

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

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

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

## 5. Eligible Bidders

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

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

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

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

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

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

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

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

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.



b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### 13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for *120 Calendar days counted from the date of opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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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.



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 their bids on the specified date, time and place as indicated in paragraph 7 of the **IB**.

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be

sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

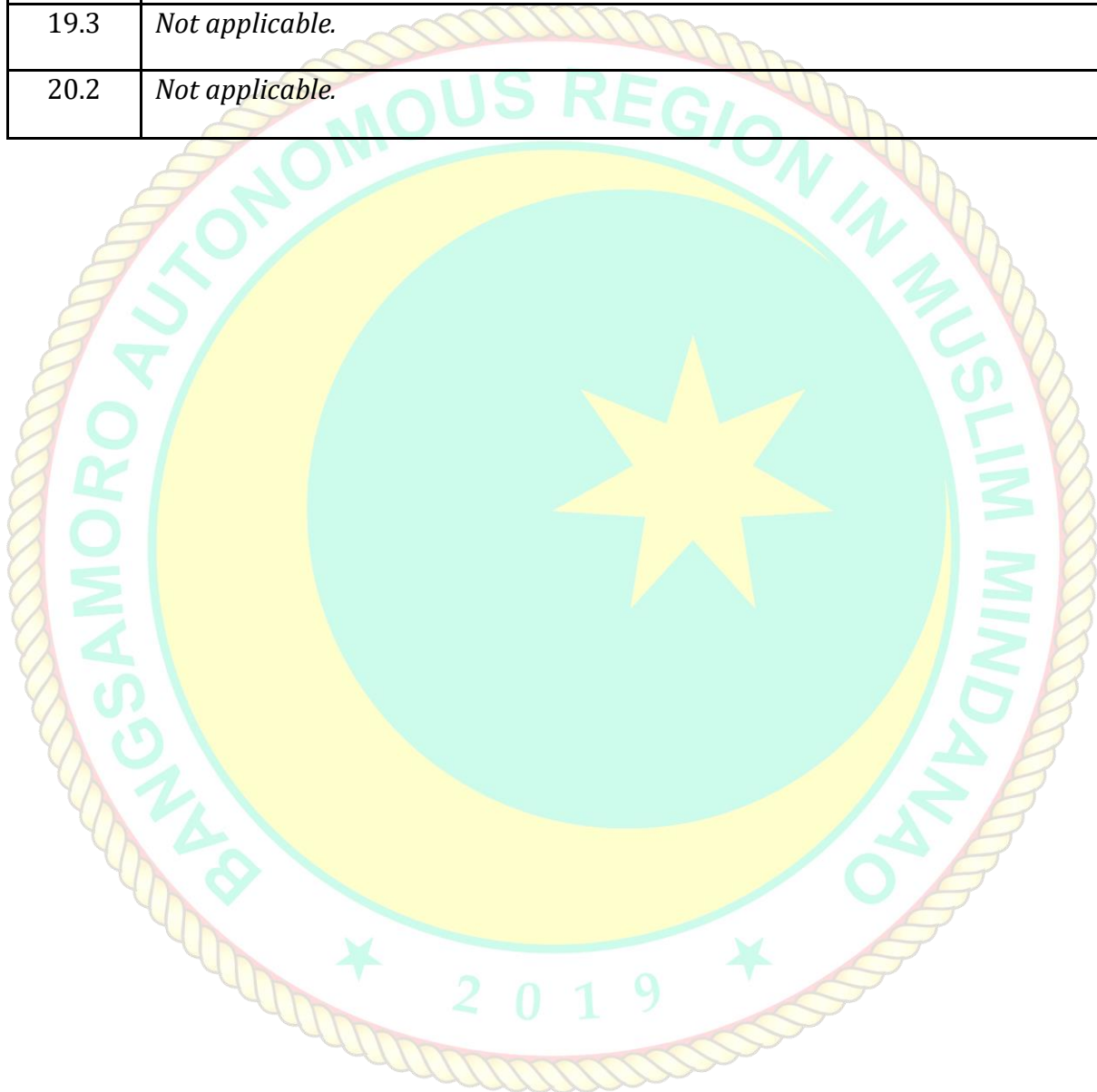


# Bid Data Sheet

ITB Clause	
3	<p>Bidders should comply with the prescribed Bidding forms specified in GPPB Circular 04-2020, GPPB Resolution 16-2020, and the Bidding Documents.</p> <p>Bids not addressing or providing all the required items in the above documents shall be considered non-responsive and, thus, automatically disqualified.</p>
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>Supply and Delivery of books or any other contract analogous thereto;</li> <li>At least equivalent to 50% of the ABC per lot; and</li> <li>Completed within three years prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	<i>Not applicable.</i>
10.1	The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents arranged and tabbed.
11.1	The second bid envelope shall contain the financial documents for the Bid as specified in Section IX. Checklist of Technical and Financial Documents arranged and tabbed.
12	The price of the Goods shall be quoted in Philippine Peso.
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"> <li>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</li> <li>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.</li> </ol>
15	<p>Each Bidder are requested to submit one (1) original copy and two (2) certified true copies of its Technical and Financial documents certified by the owner or its duly authorized representative whose full name and designation should be indicated below the signature.</p> <p>With respect to the documents that are required by the PBD 6<sup>th</sup> edition to be original should be originally signed by the bidder or its duly authorized representative., such as, Statement of all ongoing contracts, SLCC, Bid</p>



	<p>Security, Technical Specifications, Omnibus Sworn Statement, NFCC Computation, Bid Form, and Price Schedule.</p> <p>Each bidder shall submit its bid proposal to a one mother envelope that shall contain three more envelopes containing three copies of its technical and financial documents. Each of the three envelopes shall contain two more envelopes labeled as technical and financial component. The envelopes must be properly and separately marked and sealed.</p>
19.3	<i>Not applicable.</i>
20.2	<i>Not applicable.</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**

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><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered in Cotabato City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p><b>RICHARD P. SANLOCAN</b>  Chief Administrative Officer  Property and Supply Division</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:</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>

	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of one (1) year.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within 1 month of placing the order.</p>
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	<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> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<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>“The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> <li>a. Partial Payment is allowed. Such payment must correspond to the value of the goods delivered and accepted.</li> </ol>
4	<p>The inspections and tests that will be conducted are:</p> <p>The appropriate Technical Inspection and Acceptance Committee of the procuring entity must commence the inspection and acceptance process within twenty-four (24) hours from delivery of the goods, and shall complete the same as soon as practicable.</p> <p>Pertinent COA regulations on technical inspection and acceptance procedures shall be considered in the conduct of such inspection and acceptance by the procuring entity’s authorized inspectors.</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>Delivery Weeks/Months</b>
1	<b>Supply and Delivery of Books for the Bangsamoro Library and Archives Collections</b>	1	<b>Within 30 Calendar days</b> upon receipt of the NTP

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name  
Authorized Representative

\_\_\_\_\_  
Date

## ***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 Number	Description	Quantity	Unit	Statement of Compliance
				<p>[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,</p>

				<p>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.]</p>
1	21 <sup>st</sup> Century Skill for Teaching and Learning	3		
2	A Bangsamoro Basic Law: A Controversial Claim of the Islamic Group in Mindanao (MILF)	3		

3	A Course Module for Readings in Philippine History	2		
4	A Duterte Reader	2		
5	A Fact Has No Appearance	2		
6	A Handbook of Philippine Folklore	2		
7	A Natural History of Empire	2		
8	A Satire of Two Nations	2		
9	A Song of Ice and Fire Series (5 Books)	1		
10	A Spiritual Pillow Book	2		
11	A Study on Accounting for Partnership and Corporation	2		
12	A Study on Business Taxes and Transfer Taxes Under the Train Law The 2021 ed	2		
13	A Survey of Cases in Constitutional Law II (Part 1)	2		
14	A Thousand Splendid Suns	1		
15	A Time to Rise: Collected Memories of the Union of Democratic Filipinos	2		
16	A Timeline of Mindanao Disasters	3		
17	A treatise on Philippine Internal Revenue Taxes	2		
18	A Very Far Place	2		
19	A Voice of Hope in a Time of Darkness	2		
20	A Well-Ordered Estate	2		
21	A Walk to Remember	1		
22	A woman's Guide to Overcoming Depression	2		
23	Abstracting and Indexing made Easy 2 <sup>nd</sup> ed.	1		
24	Administrative Accountability of Public Officers	2		
25	Administrative Thinkers 1 <sup>st</sup> Edition	1		
26	Advance Chemistry	2		
27	Adventures in Contemporary Philippines Arts, OBE K12 Compliant	2		
28	Adventures of a Child of War	2		
29	Agabel Tayo! (Let's Weave!)	2		
30	Agenda for Hope: Connecting with Today's Teens	2		
31	Agenda for Hope: Democratizing Governance	2		
32	Agenda for Hope: Preserving and Transforming Philippine identity and Culture	2		
33	Agrarian Law and Social Legislation	2		
34	Agriculture Policy Perspective from the Philippines	2		
35	Agriculture Information Formers Need Effectiveness and Communication	2		
36	Agriculturist Licensure Examination Complete Reviewer	1		
37	Agroforestry Natural Resources Sustainability, Livelihood and Climate moderation	1		
38	Algebra: The Basic Approach (OBE Approach)	2		
39	Also Filipino: 75 Regional Dishes I Never Had Growing Up	1		
40	An Anarchy of Families: State and Family in the Philippines	2		
41	An Anonymous Girl	2		
42	An Introduction to International Human Rights Law	2		
43	An Overview of the Philippine Electoral System	2		
44	And the Mountain Echoed	1		
45	Ang Babae	2		
46	Ani 40: Katutubo – Antolohiyang Marawi	2		
47	Anti-Violence Against Women and Children Act of 2004	2		
48	Anxiety in Relationship: Learn How identity and Eliminate Jealousy, Negative Thinking and Overcome Couples Conflict	2		
49	Applied Data Analysis for Urban Planning and Management	1		
50	Archipelago 1977 VIII A-40	2		
51	Arenas of Conspiracy and Rebellion in the Late Nineteenth Century Philippines: The Case of the April 1898 Uprising in Cebu	2		
52	Arkitekturang Pilipino: A History of Architecture and the Built environment in the Philippines	1		
53	Art Appreciation	2		
54	Art Deco in the Philippines (HB)	1		
55	Arts and the Order of Nature	2		
56	As You Like It	2		
57	Asian Place, Filipino Nation	2		
58	Asia's New Battlefield: The US, China and the Struggle for Western Pacific	2		
59	Assessment of Children's Development Learning	2		

60	Assessment of Children's Development Learning	2		
61	Auto CAD 2d Design Fundamentals	1		
62	Automated Elections, Civil Society and Democracy	2		
63	Automotive Maintenance and Light Repair with eBooks	2		
64	Balik-Tanaw	2		
65	Bandila	2		
66	Banyaga: A Song of War	2		
67	Basic Approach to Income Taxation	2		
68	Basic Calculus	2		
69	Basic Financial Management in the Philippines	2		
70	Basic First Aid Guide CPR and Water Safety	2		
71	Basic Fundamentals of Foundation Engineering	2		
72	Basic Mathematics	2		
73	Basic Statistics	2		
74	Basic Transportation Engineering: An Overview of Highway, Railway and Airport Engineering	1		
75	Basic Trial Techniques	2		
76	Basics of Cybercrime Investigation and Environmental Laws and Protection	2		
77	Bayan Ko: Ang Pag-ibig ay isang Tua Panakot-uwak sayaw ng Kapayapaan Giyera	2		
78	Between the Coral Tides a Natural History of the Philippines Shores	3		
79	Biological Chemistry	2		
80	Biology 1 Senior High School	2		
81	Black Archadia by Kristine Ong Muslim	2		
82	Book on Legal and Judicial Ethics	2		
83	BP 22 and Estafa Through Issuance of Bouncing Check	2		
84	Brain Box Civil Service Exam Reviewer Professional and Sub-Professional Level	2		
85	Brains of the Nation: Pedro Paterno, T.H Pardo De Tavera, Isabelo De Los Reyes and the Production of Modern Knowledge	2		
86	Broken Islands	2		
87	Building and Enhancing New Literacies Across the Curriculum	3		
88	Bulawan 1	2		
89	Bulawan 2	2		
90	Bulawan 3	2		
91	Bulawan 4	2		
92	Bulawan 5	2		
93	Business and Technical Writing	2		
94	Business Ethics and Social Responsibility by Aliza Racelis	2		
95	Business Ethics and Social Responsibility by ROA	2		
96	Business Organization (Partnership and Corporation)	2		
97	Campus Journalism – 2 <sup>nd</sup> Edition	2		
98	Career Civil Service Reviewer	1		
99	Career Development and Planning	1		
100	Cases of Arts and Cultural Management in the Philippine Setting	2		
101	Causes of Poverty: Myths, Facts and Policies: A Philippine Study	2		
102	Cebu under the Spanish flag (1521-1896): An Economic and Social History	2		
103	Changing Narratives of Youth Crime from Social Causes to Threats to the Social	1		
104	Character Formation 2 Leadership, Decision Making, Management and Administration	2		
105	Child Adolescent	2		
106	City Stories	2		
107	Civic Welfare Training Service Practice, 2 <sup>nd</sup> ed.	3		
108	Civil Law Reviewer by Jurado	2		
109	Civil Law Reviewer Vol.I	2		
110	Civil Law Reviewer Vol.II	2		
111	Civil Laws of the Philippine Lawyer's Edition	2		
112	Civil Procedure Vol.I	2		
113	Civil Procedure Vol.II (The Bar Lectures Series)	2		
114	CIVIL PROCEDURE: Provisional Remedies and Special Civil Action	2		



115	Civilizational Imperatives: Americans, Moros and the Colonial World	3		
116	Code of Ethics of Professional Teachers: (Notes, Case & Discussions on the Legal Ethical Boundaries on the Teaching Profession) (Paperbound)	3		
117	Coffee and Dreams on a Late Afternoon Tales of Despair and Deliverance in Mindanao	2		
118	Commentaries on the Code of Muslim Personal Laws of the Philippines	2		
119	Comments and Cases on Credit Transactions	2		
120	Comments and Cases on Partnerships, Agency and Trusts	2		
121	Comments and Cases on Republic Act No. 9165 (Comprehensive Dangerous Drugs Act of 2002 (Paperbound)	2		
122	Comments and Cases on Sales and Lease	2		
123	Comments on the Rules of Procedure	2		
124	Commercial Law Review	2		
125	Commercial Laws of the Philippines Vol. I	2		
126	Commercial Laws of the Philippines Vol. II	2		
127	Community Engagement, Solidarity and Citizenship	2		
128	Community Poverty: Economic Hardship in the United States 1 <sup>st</sup> Ed.	1		
129	Community Resource Management	2		
130	Comparative Politics and Government	2		
131	Compensation Administration (OBE Approach)	2		
132	Comprehensive LET Review	1		

133	Computer Aided Commuting Using Autocad	1		
134	Computer Science: Continuous Software Engineering	1		
135	Computer Science: Data Structures and Algorithms in Java	1		
136	Confess	1		
137	Conflict, Religion and Culture: Domestic and International Implications for Southeast Asia	2		
138	Conflict in Moro Land: Prospect for Peace	2		
139	Conflict of Laws	2		
140	Conquistas de las Isla Filipinas 1565-1615	1		
141	Constitutional Law I	2		
142	CONSTITUTIONAL Law: The State and Branches of Government	2		
143	Constructing the Filipino: A History of Women's Magazine	2		
144	Construction Methods for Civil Engineering Second Edition	1		
145	Construction Project Management Theory and Practices	1		
146	Consumer Behavior	1		
147	Contemporary Philippine Arts from the Regions	2		
148	Contracting Colonialism	2		
149	Convict Me Attorney	2		
150	Copy Right Law	2		
151	Corals of the Philippines	2		
152	Corporate Social Responsibility	2		
153	Corporate Governance, Business Ethics, Risk	2		
154	Corporate Social Responsibility and Good Governance in the Millennial Age	2		
155	Cost Accounting and Control	2		
156	Costly wars, Elusive Peace: Collected Articles on the Peace Process in the Phils.	2		
157	Costumer Relationship Management	2		
158	Costumer Service Guide: Improve Your Costumer Service skills	2		
159	Counseling Women with Breast Cancer	2		
160	Countering COVID-19: Cases in Crisis Response	2		
161	COVID-19 The Most Dangerous Corona Virus in History	2		
162	CPA Examination Review Manual: Advance Financial	2		
163	Accounting and Reporting (Theories and Problems) 2019	2		

164	CPA Reviewer in Taxation 2022 edition	2		
165	Crazy Rich Asians Set (3 Books)	1		
166	Creating Great Customer Service	2		
167	Creating Great Customer Service	3		
168	Creative Nonfiction	2		
169	Criminal Law Reviewer Vol. I (Paperbound)	2		
170	Criminal Law Reviewer Vol. II (Paperbound)	2		
171	Criminal Procedure (The Bar Lectures Series)	2		
172	Criminal Procedure and Court Testimony	2		
173	Criminological Research and Basic Statistics	2		
174	Culturally Responsive Approaches to Evolution: Empirical Implications for theory and Practice	2		
175	Culture and History	2		
176	Culture and History of Nick Joaquin	3		
177	Culture and History of Nick Joaquin	2		
178	Dark Psychology Secrets	2		
179	Dawwang	2		
180	Dear John	1		
181	Defining Filipino Leadership	2		

182	Democratization: Philippine Perspectives	2		
183	Discipline and Ideas in the social Sciences	2		
184	Design of Steel Structure	1		
185	Diccionario Mitologico De Pilipinas	2		
186	Digmaan ng mga Alaala Rebolusyon at Pagkakamali sa mga Taalag-Gunita	2		
187	Diksiyonaryo Caton: Maguindanao	3		
188	Diksiyonaryo Caton: Maranao	3		
189	Diksiyonaryo Caton: Yakan	3		
190	Disaster Management	2		
191	Disaster Nursing and Emergency Preparedness (L)	2		
192	Dispatches: Constations and Celebrations on the Filipino Heritage Consciousness	2		
193	Dispute Resolution and Crisis Management	2		
194	Divergent Trilogy (4 Books)	1		
195	Drugs and Philippine Society	2		
196	Duterte Reader Critical Essays on Rodrigo Duterte's Early Presidency	2		
197	Dutertenomics	2		
198	Dutertenomics	2		
199	Earth Science: Quaternary Earth, The Age of Human, 2e	2		
200	Economic Perspective on Government (Foundations of Government and Public Administration)	1		
201	Economics with Agrarian Reform and Taxation	2		
202	Educating Women's Leader	2		
203	Education Law Jurisprudence and Governance	1		
204	Effective Leadership	2		
205	Effective Leadership, Management and Supervision in Health and Social Care (Post-Qualifying Social Work Practice Series) 3e	2		
206	Electrical Engineering	1		
207	El-Filibusterismo	2		
208	Employee Relations Handbook-Bookpaper	3		
209	Employee Relations Handbook-Bookpaper	2		
210	Empowering Consumers	2		
211	Empowering Labor Unions Against Poverty and Repression	3		
212	Empowering Pinoy PWDs	2		
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685	The Conjugal Dictatorship	2		
686	The Contemporary World	2		
687	The Death of Mrs. Westaway	2		
688	The Diary of a Young Girl	1		
689	The Digital Library and Other Issues in the Library and Information Science	1		
690	The Dynasty Problem in the Philippines	2		
691	The Employers' and Managers' Labor Code and Other Labor Laws (Volume Two)	2		
692	The Essential Manuel Arguilla Reader	2		
693	The Essentials of Local Government Law in the Philippines	2		
694	The Exercise of the Power of Taxation	2		
695	The Fault in Our Stars	1		
696	The Filipino - American War, 1899-1913	2		
697	The Filipino Migrant Workers (OFWs)	2		
698	The First Filipino: A Biography of Jose Rizal	1		
699	The Fleet Street Murders	2		
700	The Girl Last Seen	2		
701	The Government Auditing Code of the Philippines	2		



702	The Government Procurement Reform Act	2		
703	The Great Influenza: The Story of Deadliest Pandemic in History	2		
704	The Heavenly Sins Series (3 books)	1		
705	The Highly Effective Office: Creating a Successful Lean Culture in Any Workplace 1E	1		
706	The Hills of Sampaloc: The Opening Actions of the Philippine - American War, February 4-5, 1899	1		
707	The History of Local Governments in the Philippines	2		
708	The Impact of the American Colonial Experience on Politics and Society	3		
709	The Indigenous Peoples' Rights Act: Commentaries and Guide in Practice	2		
710	The initial Encounter	2		
711	The Insurance Code of the Philippines Annotated	2		
712	The Judicial Affidavit Rule: Features and Insights	2		
713	The Labor Code of the Philippines	2		
714	The Lady Who Sinned	1		
715	The Last Song	2		
716	The Law on Obligation and Contracts	3		
717	The Law on Property Defense	2		
718	The Life We Bury	1		
719	The Local Government Code of 1991 Annotated	2		
720	The Longest Ride	1		
721	The Lost Vision the Philippine Left 1986-2010	2		
722	The Lucky One	2		
723	The Maroon Bluebook (UPCAT -Focus Entranced Exam Reviewer) 2022 Revised Edition	1		
724	The Maze Runner Set (6 Books)	1		
725	The Moro armed struggle in the Philippines: The Nonviolent Autonomy Alternative	3		
726	The Moro Islamic Challenge	3		
727	The Myths and Legends of the Philippines	2		
728	The Nation in Our Hearts Essays in Mindanao	3		
729	The National Internal Revenue Code Volume II ( Annotated )	2		
730	The Notebook	1		
731	The Obituary Writer	2		
732	The on Public officers and Election Law	2		

733	The Personal Property Security Act and the Related Laws and Jurisprudence on Credit, Insolvency, Property and Procedure	2		
734	The Philippine Government and Constitution	3		
735	The Philippine Contemporary	2		
736	The Philippine Criminal Justice System: Theories, Models and Practice	2		
737	The Philippine Law on Senior Citizens	2		
738	The Philippine Media and Duterte	2		
739	The Philippine Political Thought with Governance	3		
740	The Philippine Yearbook: The Fifty Greatest Filipino Athletes of All Time 2020	1		
741	The Philippines Towards Resilient Cities and Communities	2		
742	The Philippines Yearbook 2021 -2022	1		
743	The Philippines: A Natural History	2		
744	The Philippines: History, Geography, Customs, Agriculture, Industry and Commerce of the Spanish Colonies in Oceania	2		
745	The Philosophy of Aristotle	2		
746	The Pieces We Keep	2		
747	The Politics of Petroleum Prices	2		
748	The Power of Introverts in a World that can't Stop Talking	2		
749	The Power of Legal Writing: How Not to Write Like a Lawyer	2		

750	The Public has the Right to Know	3		
751	The Quite Ones Speak	2		
752	The Revised Katarungang Pambarangay Law, Implementing Rules, Forms and Cases	2		
753	The Revised Penal Code Book One	2		
754	The Revised Penal Code Book Two	2		
755	The Revised Penal Code of the Philippines Code Provisions with Bar Questions and Suggested Answers Book I	2		
756	The Revolt of the Masses: The Story of Bonifacio and the Katipunan 2nd Edition	2		
757	The Rizal Shrine - Dapitan	2		
758	The Roots of the Filipino Nation	2		
759	The Scarlet Letter Thrift Study Edition	2		
760	The Seven Husbands of Evelyn Hugo	1		
761	The Siege of Jolo by Agnes Aliman	3		
762	The Sovereign Trickster: Death and Laughter in the Age of Duterte	2		
763	The Storyteller's Secret	2		
764	The Strategy of Execution: A Five Step Guide for Turning Vision into Action	1		
765	The Sulu Zone, 1768 - 1898: The Dynamics of External Trade, Slavery and Ethnicity in the Transformation of a Southeast Asian Maritime State	3		
766	The Ultimate Labor Laws and Cases for Employees, Employer and Government	2		
767	The War Against Americans	3		
768	The Way Forward: The Path to Inclusive Growth	2		
769	The Way Forward: The Path to Inclusive Growth	3		
770	The Woman Who had Two Navels	2		
771	The Women of Malolos	2		
772	The World Almanac and Book of Facts:2020	1		
773	The World Almanac and Book of Facts:2021	1		
774	The World Almanac and Book of Facts:2022	1		
775	The World Almanac and Book of Facts:2023	1		
776	The World of the Manila- Acapulco Galleons: The Global and Human Context (Hardbound)	1		

777	Theories of Crime Causation	2		
778	Thesis Writing: Pointers and Guidelines	3		
779	This Girl	1		
780	To All the Boys I've Loved Before Series (3 books)	1		
781	Torts and Damages	2		
782	Total Quality Management (OBE Approach)	1		
783	Tradition and Transformation Studies on Cordillera Indigenous Culture: Second Edition	3		
784	Training and Development	2		
785	Transfer and Business Taxation	2		
786	Transfiguring Mindanao: A Mindanao Reader	2		
787	Transportation Engineering	1		
788	Trend and Issues in Social Studies	3		
789	Trend, Networks, and Critical Thinking in the 21st Century	3		
790	Trends and Issues in Social Studies	2		
791	Twilight SAGA Series (4 Books)	1		
792	Two Women as Specters of History: Lakambini and Indigo Child	2		
793	Ugly Love	1		
794	Understanding Culture, Society and Politics, 2e	2		
795	Understanding Culture, Society and Politics, K12 (2e)	2		
796	Understanding Culture, Society and Politics: A Global Perspective	2		
797	Understanding Islam and Muslim	3		
798	Understanding the Filipino Worker and Organization	2		
799	Understanding the Katarungang Pambarangay Law: Notes and Cases	2		

800	Understanding the Sangguniang Kabataan Reform Law, Notes and Cases	2		
801	Understanding the Self	2		
802	Understanding Basic Concepts in Political Science	3		
803	Unfolding Half a Century: The Lopez Memorial Museum and Library	1		
804	Unravelling the Past	2		
805	Values Education: Legal and Ethical Perspective	3		
806	Vampire Academy	2		
807	Verity	1		
808	Victimology	2		
809	Voices from Sulu: A Collection of Tausug Oral Traditions	2		
810	War Memories: Monuments and Media	2		
811	Water Lilies for Marawi	2		
812	Water Resources Planning and Development	2		
813	Way We Work: Research and Best Practices in Philippine Organization	2		
814	Way We Work: Research and Best Practices in the Philippine Organization	3		
815	Weaving Ways	2		
816	Web Programming Using PHP and MySQL	2		
817	Wellness, Skill Development and Women Empowerment	2		
818	Wellness, Skill Development and Women Empowerment	2		
819	White Rose Black Forest	2		
820	Without Merit	1		
821	Woman Enough and Other Essays	2		
822	Women and Leadership: Journey Toward Equity 1st Edition	1		
823	Women Child Welfare and Media	2		
824	Women in Social Change: Visions, Struggles and persisting Concerns	1		
825	Women of Tammuz PB	2		
826	Women, Power & Kinship Politics	2		

827	Womens Common Destiny	2		
828	Work Immersion Book	2		
829	World Great Philosophers	1		
830	World Great Women	1		
831	Writing and Reporting in Modern Journalism (HB)	1		
832	Writing in the Discipline: A textbook for College Students	3		
833	Wuthering Heights Thrift Study Edition	2		

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

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name  
Authorized Representative

\_\_\_\_\_  
Date



## Section VIII. Checklist of Technical and Financial Documents

### Checklist of Technical and Financial Documents

#### I. TECHNICAL COMPONENT ENVELOPE

##### *Class "A" Documents*

##### Legal Documents

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

##### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (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 prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

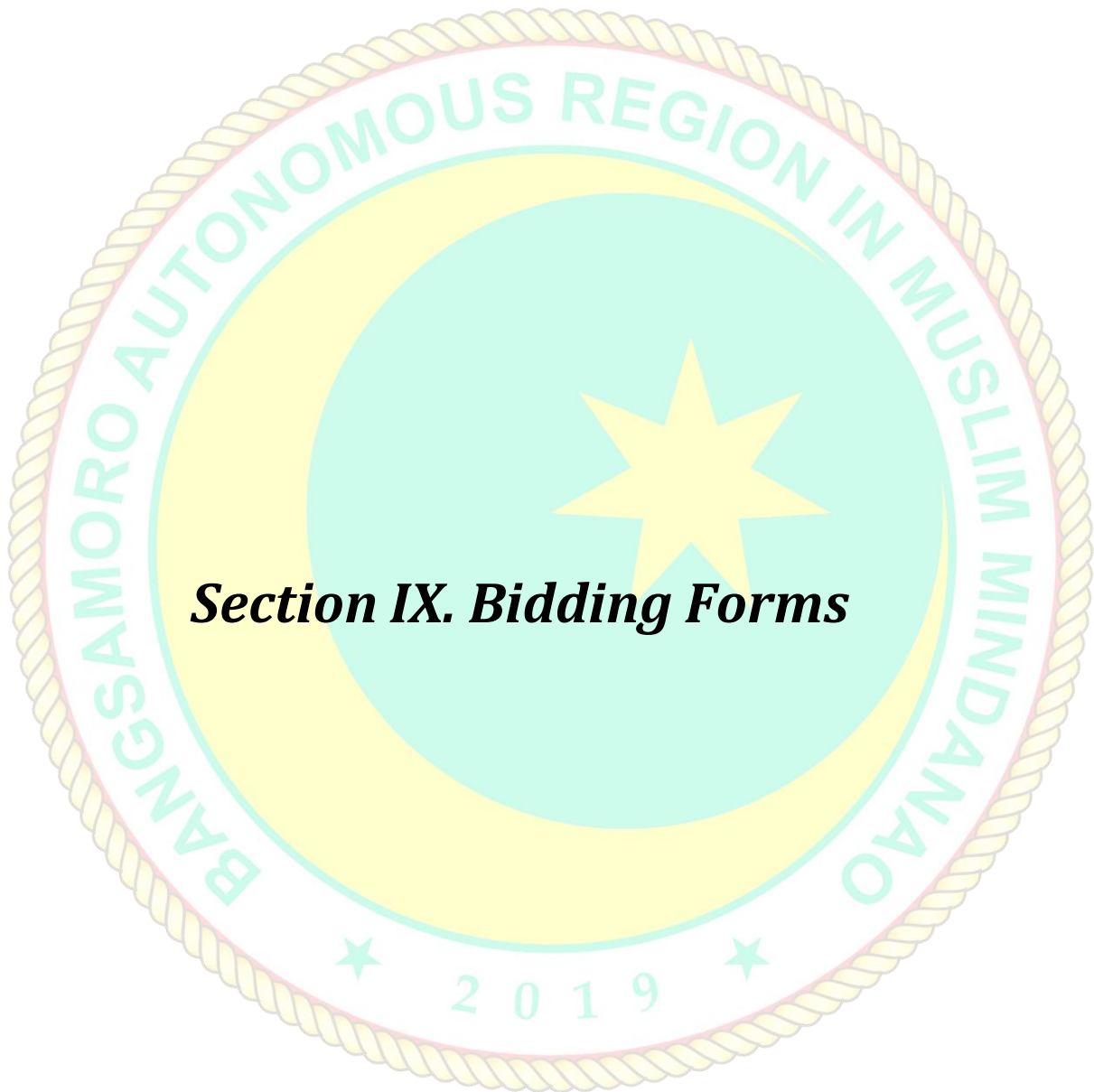
##### *Class "B" Documents*

- ☐ (k) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **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

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



### ***Section IX. Bidding Forms***

## BID FORM

Date \_\_\_\_\_ :

Project Identification No. : \_\_\_\_\_

To: *Office of the Chief Minister  
Bangsamoro Government Center, Cotabato City*

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

If our Bid is accepted, we undertake:

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

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*  
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None") ]

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_



## Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

To: *Office of the Chief Minister  
Bangsamoro Government Center, Cotabato City*

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

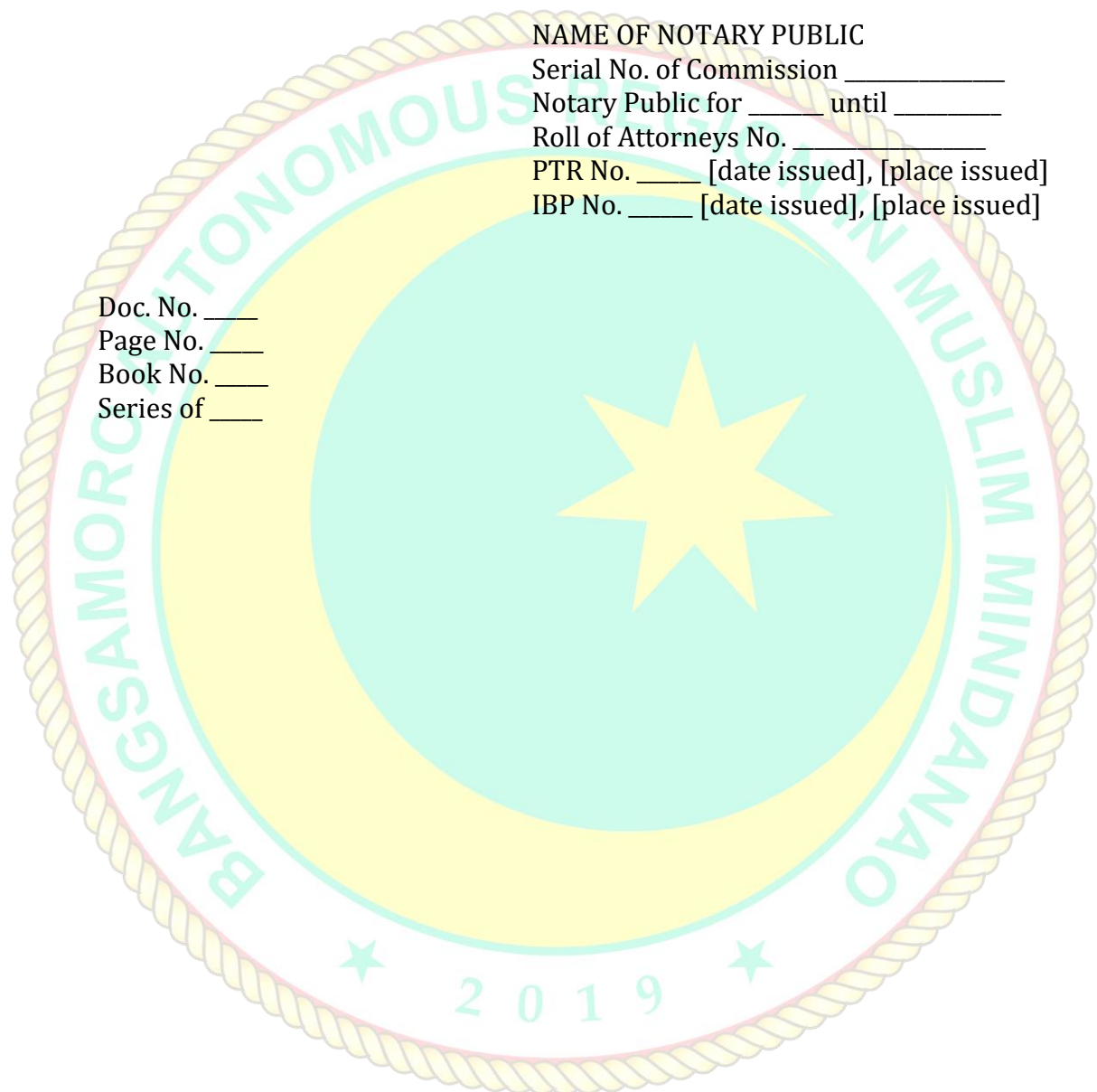
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial



Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].



NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

5. **[Name of Bidder]** is authorizing the Head of the Procuring Entity or its duly

authorized representative(s) to verify all the documents submitted;

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

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

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

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

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



**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

***[Insert signatory's legal capacity]***

**Affiant**

**SUBSCRIBED AND SWORN** to before me this \_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

***Price Schedule for Goods Offered from Abroad***  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

***For Goods Offered from Abroad***

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8 )	Total Price delivered Final Destination (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



**Statement of Single Largest Completed Contract Similar to the  
Contract to be bid**

**Name/Title                      of                      the                      Single                      Contract:**

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**Parties to the Contract:**

a. \_\_\_\_\_; and

b. \_\_\_\_\_

**Amount of the Contract:** \_\_\_\_\_ (inclusive of all applicable taxes and other charges/VAT exclusive)

**Date of Completion:** \_\_\_\_\_

**Contract Period/Duration:** \_\_\_\_\_

**Description of Similar Contract:** (description should show similarity with the requirement) \_\_\_\_\_

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**Supporting Documents attached showing the above information. Please put a check (√) mark on the document submitted:**

- ☐ Contract
- ☐ Job Order
- ☐ Purchase Order
- ☐ Notice of Award
- ☐ Notice to Proceed
- ☐ Sales Invoice
- ☐ Official Receipt
- ☐ Certificate of Completion
- ☐ Certificate of Acceptance
- ☐ Certificate of Satisfactory Performance, *if available*
- ☐ Statement of Account showing payment
- ☐ Delivery Receipt
- ☐ Others: \_\_\_\_\_

For purpose of validating the similar contract, the bidder shall provide the following:

a. **Name of Contact Person:** \_\_\_\_\_

b. **Active/Working Telephone (landline/mobile number/s) and Fax number/s:**

c. **Active/Working E-mail address/es:** \_\_\_\_\_

Submitted by:

**NAME OF THE BIDDER OR ITS AUTHORIZED REPRESENTATIVE AND ITS SIGNATURE**

Designation



## STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS

Name of the Company: \_\_\_\_\_

Address: \_\_\_\_\_

### STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING AWARDED BUT NOT YET STARTED

Name of Contract	a. Name of the Procuring Entity; b. Contact Person; c. Address; d. Contact Nos:	a. Contract References (PO/Contract); b. Contract Date c. Contract Duration	a. Estimated Completion or Delivery	Contract Amount	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
					Planned	Actual	
<b>GOVERNMENT</b>							
<b>PRIVATE</b>							
					<b>Total Cost</b>		

This statement shall be supported by:

1. Notice of Award;
2. Contract, if applicable; and
3. Notice to Proceed, if applicable.

Submitted by:

NAME OF THE BIDDER OR ITS AUTHORIZED REPRESENTATIVE AND ITS SIGNATURE

Designation



