



Government of the Republic of the Philippines
UNIVERSITY OF SOUTHEASTERN THE PHILIPPINES
Obrero Campus, Davao City

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF GOODS

For the

PROCUREMENT OF VARIOUS TITLES OF BOOKS

ITB No. 2020-13/Goods

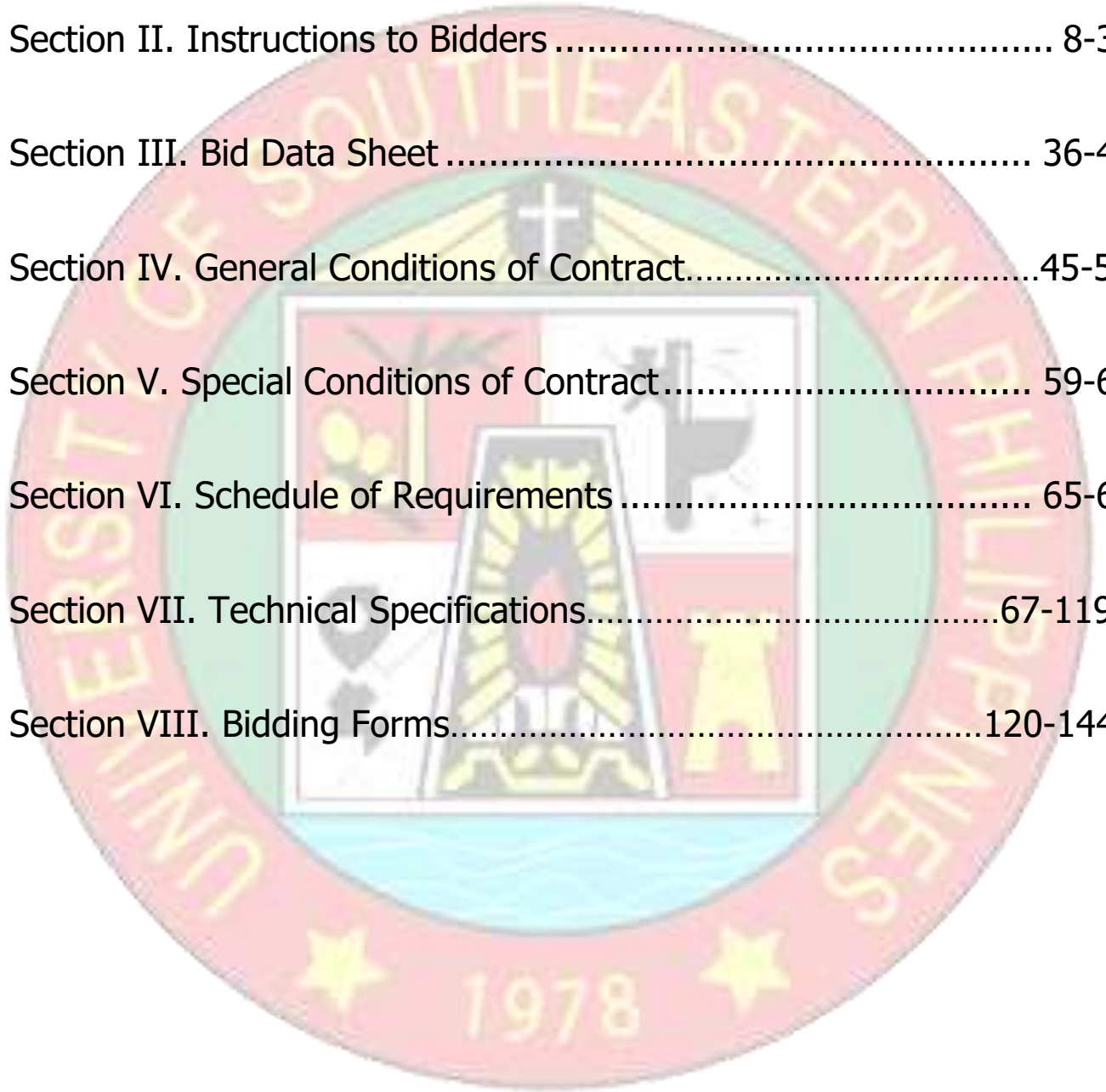
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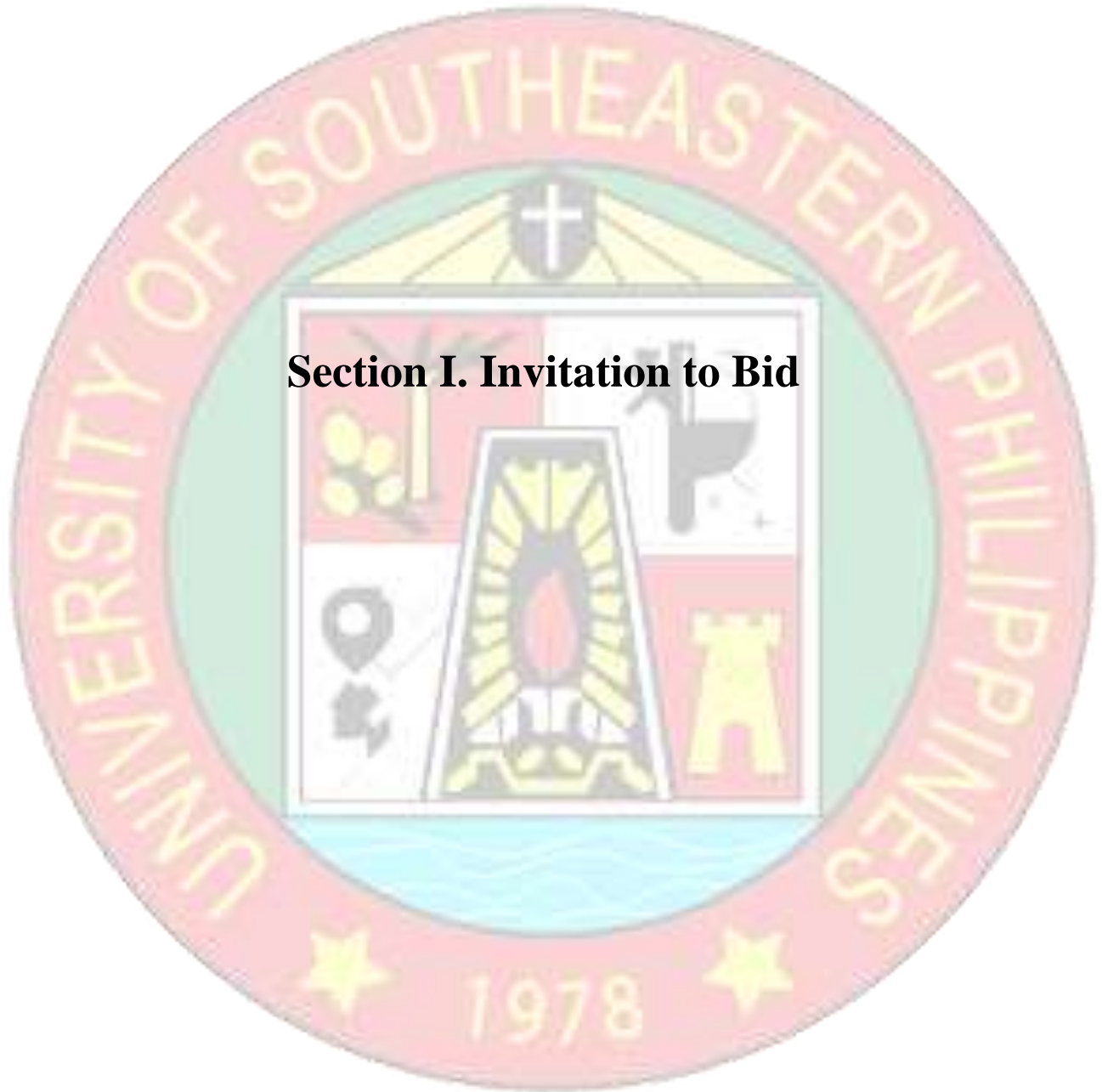


BIDDING DOCUMENTS

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Section I. Invitation to Bid



Republic of the Philippines
UNIVERSITY OF SOUTHEASTERN PHILIPPINES
Bids and Awards Committee

Obrero Campus, Davao City
Telephone No. (+63) (82) 227-8192 local 309
Website: <http://www.usep.edu.ph>, email add: usepbacgoods@gmail.com

INVITATION TO BID

- The **University of Southeastern Philippines (USEP), Obrero Campus, Davao City** through **Fund 101** intends to apply the sum indicated below being the Approved Budget for the Contract (ABC) to payments under the contract as shown below. Bids received in excess of the ABC shall be automatically rejected at bidopening.
- The University of Southeastern Philippines (USEP) now invites bids for the Goods described in the table below. Delivery of the Goods is required within the specified duration below. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project with a value of **at least fifty percent (50%) of the ABC**. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

Item	Description	Delivery Period	Total Approved Budget for the Contract (ABC)	Cost of Bid Documents
1	Procurement of Various Titles of Books ITB No. 2020-13/Goods)	30 CD	PhP 6,246,530.00	PhP 10,000.00

Technical Specifications:

Item Nos	Unit	Item Description	Qty.	ABC per item
1	LOT	PROCUREMENT OF VARIOUS TITLES OF BOOKS Note: Please see attached separate list of titles of Books (1,033 titles) & (1,146 volumes)	1	PhP. 6,246,530.00
Total ABC				PhP. 6,246,530.00

Note: Evaluation and awarding will be done as one (1) LOT

- 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) 9184, otherwise known as the “Government Procurement Reform Act”.

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 5183.

- Interested bidders may obtain further information from USEP-BAC Secretariat and inspect the Bidding Documents at the address given below from 8:30 A.M. to 4:30 P.M. (Monday to Friday) except holidays.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **25 November 2020 to 16 December 2020** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount stated in the table above for the package.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity at www.usep.edu.ph, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Bidders shall pay the applicable fee for the Bidding Documents not later than the date of submission of their bids in any of the following payments options:

- Over-the-counter payment at USEP-Cashier's office, Obrero Campus, Davao City;
- Over-the-counter deposit at Development Bank of the Philippines (DBP) Account No. - 0915-010315-030 CM Recto Branch; or
- Online fund transfer at Development Bank of the Philippines (DBP) Account No. 0915- 010315-030 CM Recto Branch.

Prior to payment, bidders are advised to coordinate first with the BAC Secretariat Head, Ms. Olivia D. Estremos, at (082) 227-8192 local 309 or through mobile phone at 09365127964 (Globe) for the issuance of the "Payment Order" and instructions.

6. The USEP BAC will hold a **Pre-Bid Conference on 02 December 2020 (1:00 P.M.)** at the **USEP-Hostel, Obrero Campus, Davao City**, which shall be open to prospective bidders but limited to one (1) physically present representative per bidder only. The Pre- bid Conference is likewise accessible online through the Google link:
<https://meet.google.com/sch-fqhw-zux?authuser=0>

7. Bids must be duly received by the BAC Secretariat at the address below on or before **16 December 2020 (1:00 P.M.)**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on **16 December 2020 (1:15 P.M.)** at the **USEP-Hostel, Obrero Campus, Davao City**, which shall be accessible online through the Google Link: <https://meet.google.com/yma-reiv-cqc?authuser=0> Bids will be opened in the presence of the bidders' representative who choose to attend at the address below. **Only one representative of the Bidder shall be allowed to physically attend in the opening of bids.** Late bids shall not be accepted.

REYNILO D. GARCIA

Chairperson, Bids and Awards Committee-Goods & Services

**University of Southeastern Philippines Obrero
Campus, Davao City**

Telephone No. (+63) (82) 227-8192 LOCAL 309,

Website: <http://www.usep.edu.ph>

E-mail Address: usepbacgoods@gmail.com

8. The USEP 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

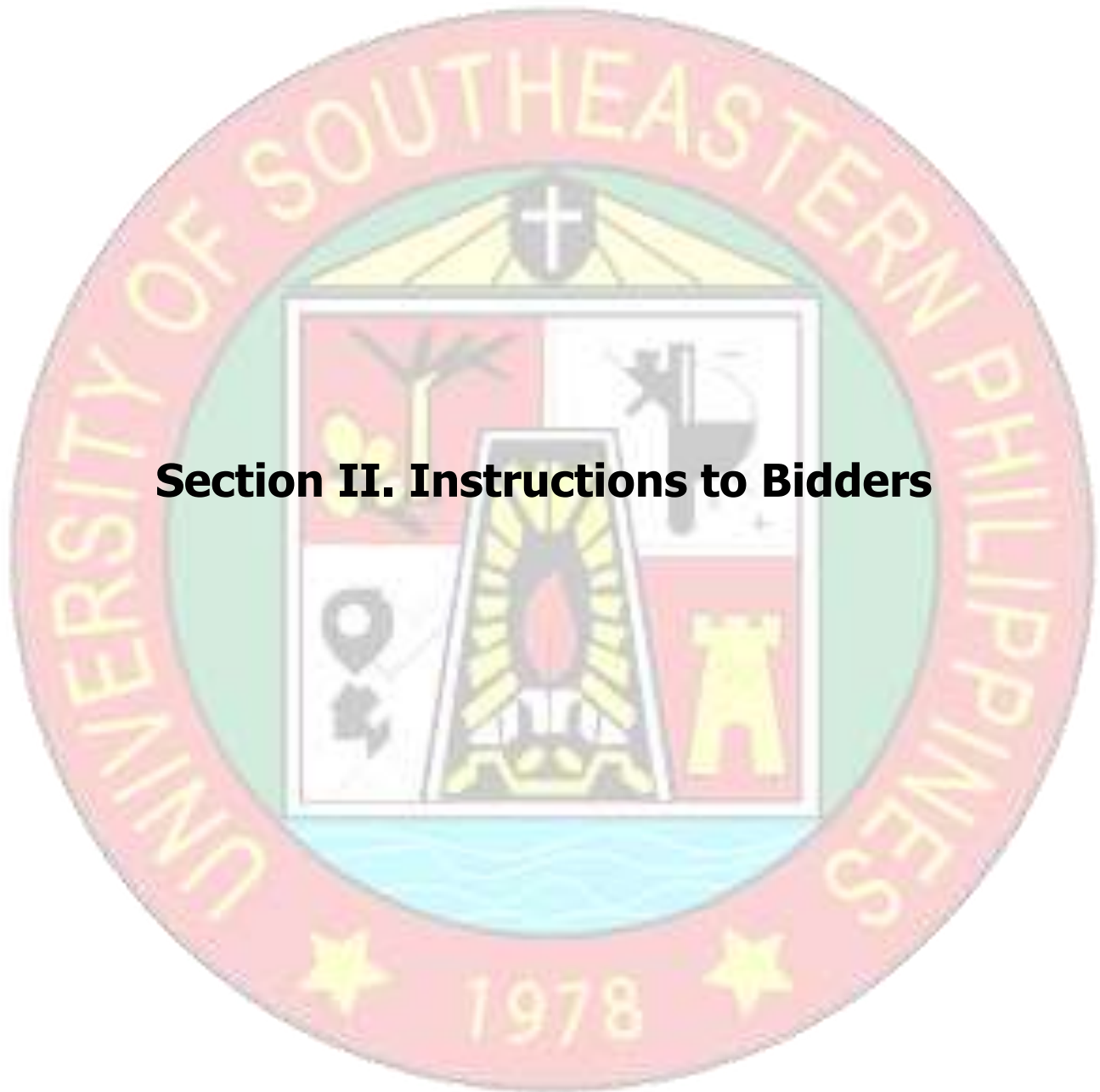
9. For further information, interested bidders may inspect the Bidding Documents or inquire from the BAC Secretariat Head, Miss Olivia D. Estremos, at the address and contact numbers stated above from 8:30 AM – 4:30 PM, Monday to Friday.

Signed

REYNILO D. GARCIA

Chairperson, Bids & Awards
Committee (BAC) Goods & Services



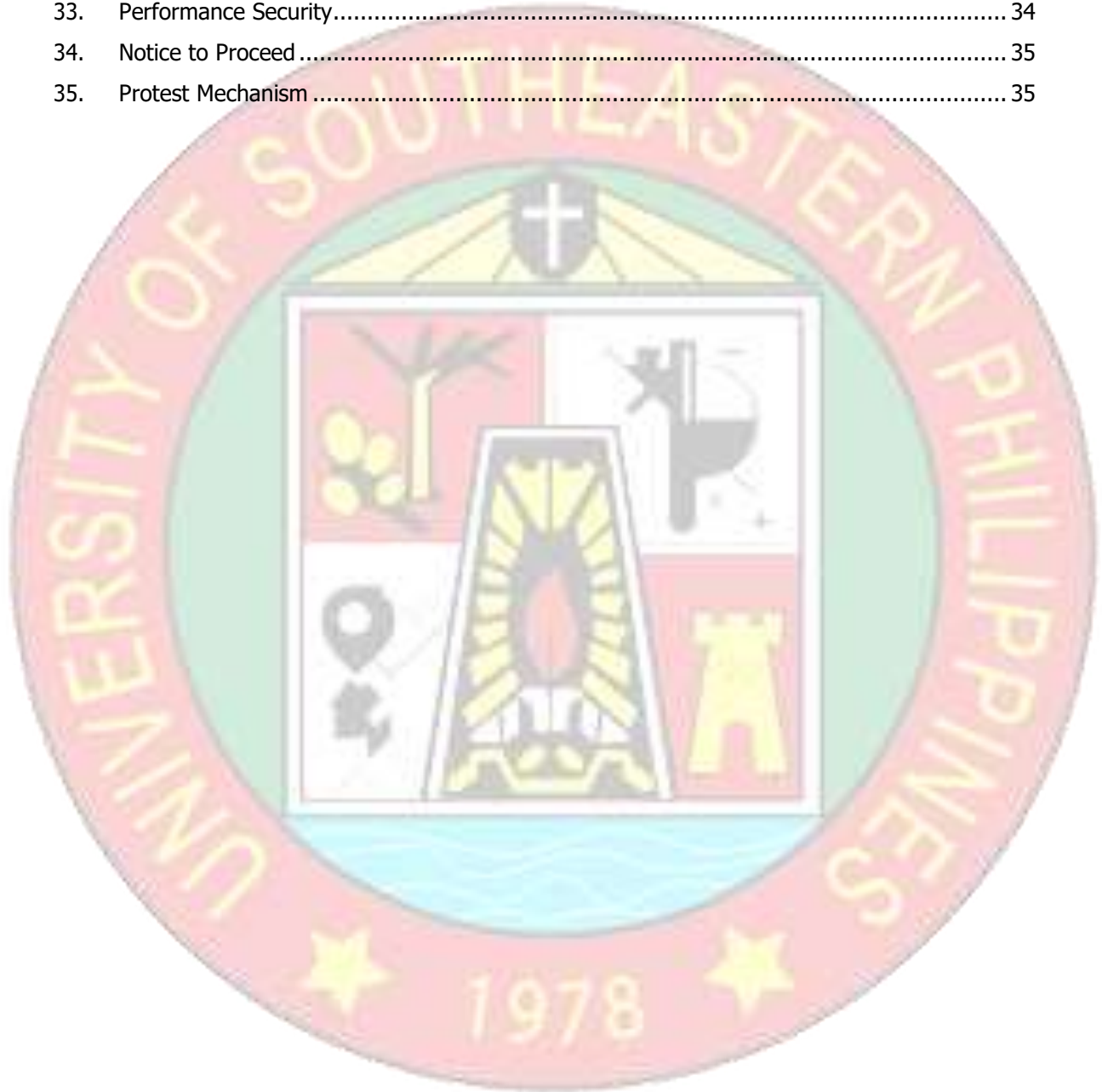


Section II. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;

(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;

- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally

responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.

- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}$$

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that 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;
 - (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
 - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
 - (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
 - (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries¹ identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State.

A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under "Competent Authorities".

The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.

(ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

(ii.1) name of the contract;

(ii.2) date of the contract;

(ii.3) contract duration;

(ii.4) owner's name and address;

(ii.5) kinds of Goods;

(ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;

(ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;

(ii.8) date of delivery; and

(ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

(iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

(iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the

potential joint venture partners in accordance with Section 23.1(b) of the IRR.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

13.1. The financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.

- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

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

- (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
- (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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, listed in the **BDS**.
- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Two percent (2%)</p>
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p>	

<p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;

- (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. - TECHNICAL COMPONENT" and "COPY NO. - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 21;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the BDS. In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor or mayor or other government official authorized to make such declaration, the deadline shall be the next working day.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
 - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and

duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. 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, 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**.
- Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify

the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or

- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of valid JVA, if applicable within ten (10) calendar days from receipt of the Notice of Award;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;

- (b) Bidding Documents;
- (c) 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;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier’s/Manager’s Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. <i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	

(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
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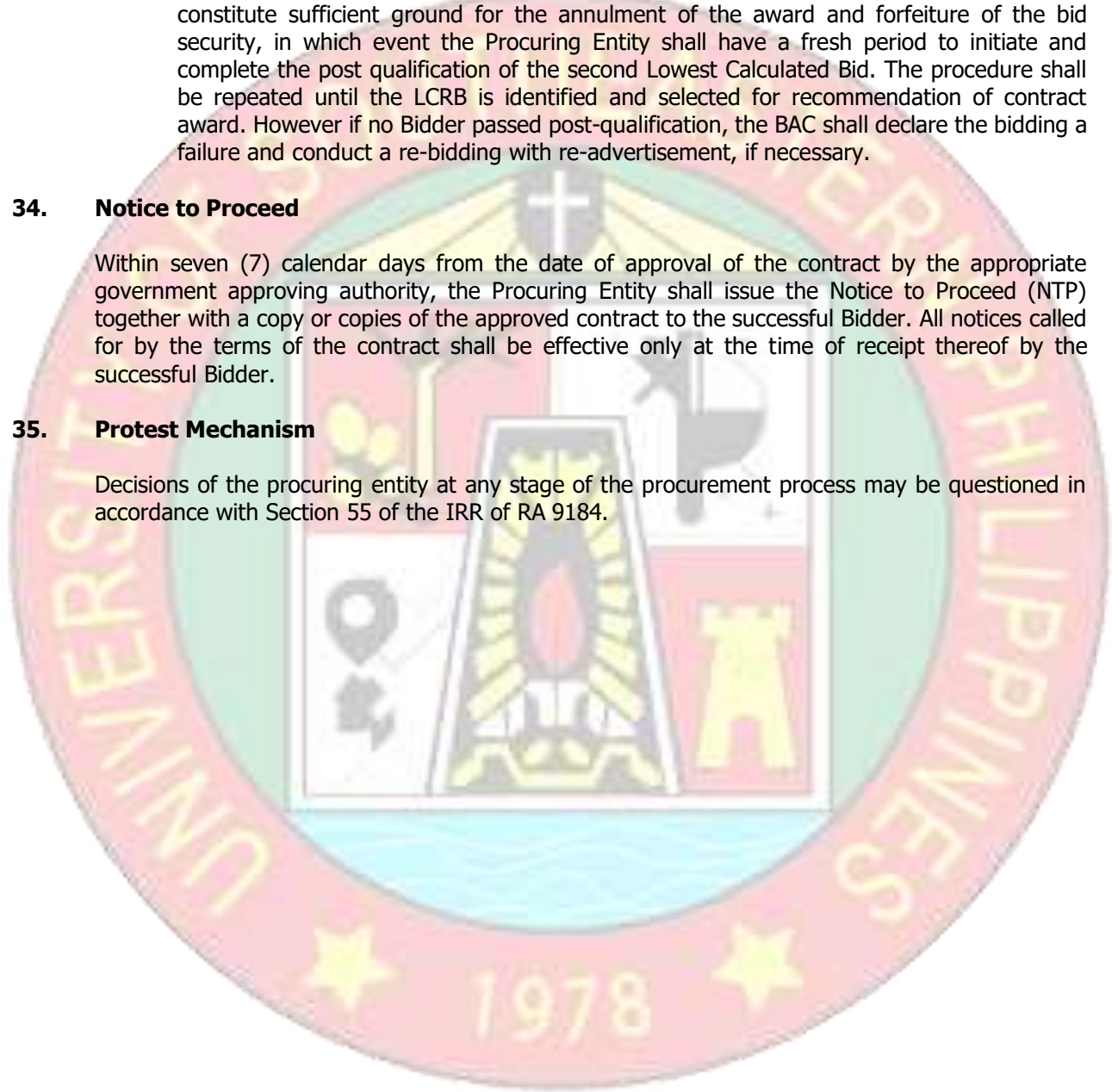
33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

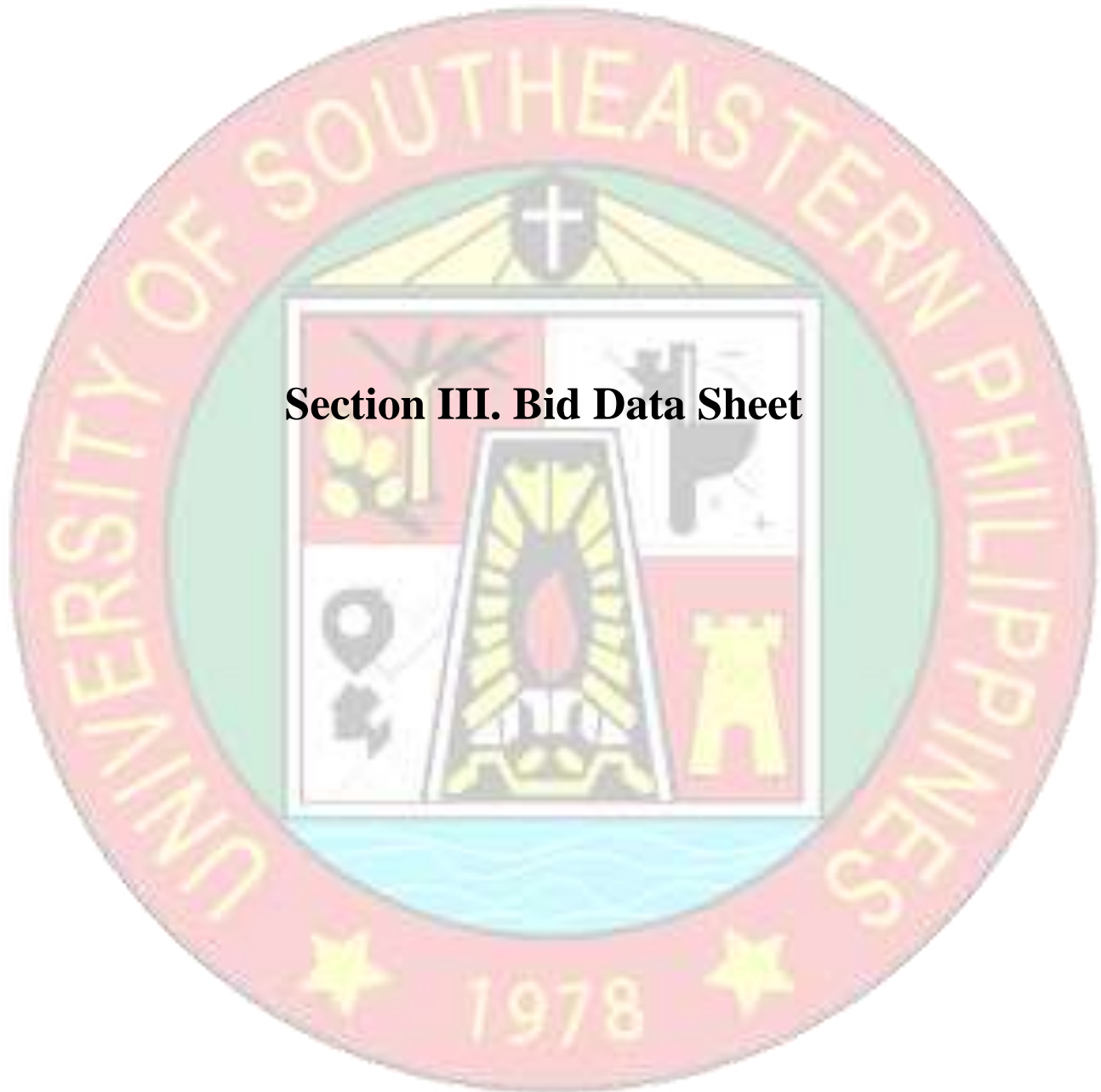
34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.





Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is UNIVERSITY OF SOUTHEASTERN PHILIPPINES (USEP)
1.2	<p>The name of the Contract is:</p> <p style="text-align: center;">Procurement of Various Titles of Books for ULRC of USEP, Obrero Campus, Davao City</p> <p>The identification number of the Contract is:</p> <p style="text-align: center;">ITB NO. 2020-13/GOODS</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through Fund 164 of the University of Southeastern Philippines, Obrero Campus, Davao City in the amount of Six Million Two Hundred Forty-Six Thousand Five Hundred Thirty Pesos (PhP 6,246,530.00).</p> <p>The name of the Project is:</p> <p style="text-align: center;">Procurement of Various Titles of Books for ULRC of USEP, Obrero Campus, Davao City</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p><i>For the procurement of Non-Expendable Supplies and Services:</i> The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC or PhP 3,123,265.00.</p> <p>For this purpose, similar contracts shall refer to the Procurement of Various Titles of Books for ULRC of USEP, Obrero Campus, Davao City</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.

9.1	<p>The Procuring Entity will hold a Pre-bid Conference for this Project on 02 December 2020 (1:00 P.M.) at the USEP-Hostel, Obrero Campus, Davao City, which shall be open to prospective bidders but limited to one (1) physically present representative per bidder only. The Pre- bid Conference is likewise accessible online through the following link: https://meet.google.com/sch-fqhw-zux?authuser=0 During the Pre-bid Conference, only one representative of the Bidder shall be allowed to attend in the proceeding.</p> <p>The following safety and health standards are being implemented in USEP premises for the prevention and control of Covid-19,viz:</p> <ul style="list-style-type: none">• Temperature check shall be conducted to all bidders or its representative. Any such person whose temperature exceeds 37.3°C
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	<p>shall be refused entry.</p> <ul style="list-style-type: none"> • Disinfection protocols shall be followed by all bidders or its representative upon entry at the USEP-main gate , Obrero Campus, Davao. • Wearing of face mask is mandatory. Any person not wearing face mask shall be refused entry in the building and in all facilities. • Physical distancing is mandatory in all areas.
10.1	<p>The Procuring Entity's address is:</p> <p style="text-align: center;">DR. REYNILO D. GARCIA Chairperson, Bids and Awards Committee-Goods & Services University of Southeastern Philippines (USEP) Obrero Campus, Davao City Telephone No. (+63) (82) 227-8192 local 309 Celphone No.: Email address:usepbacgoods@gmail.com</p>
12.1	<p>No further instructions.</p>
12.1(a)(i)	<ul style="list-style-type: none"> ➤ PhilGEPS Certificate of Registration and Membership including Annex "A" (under Platinum category): ➤ Or, Class "A" Documents <ol style="list-style-type: none"> a) Registration Certificate from SEC, DTI, or CDA; b) Mayor's/Business Permit (2020) 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. In cases of recently expired Mayor's/Business permits, the 2019 Mayor's/Business Permit shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit; c) Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR, valid at the time of bid opening; d) Latest Audited Financial Statements (2019). ➤ Or, a combination thereof (in case one of the Class "A" documents as listed in Annex "A" had already expired at the time of bid opening, then the Bidder shall submit an updated Class "A" documents together with the PhilGEPS Certificate of Registration and Membership including Annex "A" (under Platinum category). <p><i>Note: In case of Joint Venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration or its substitute documents as provided above.</i></p> <p><i>(The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all its Ongoing contracts and Audited Financial Statements.)</i></p> <p>ADMISSIBILITY OF ALTERNATIVE DOCUMENTS:</p> <p>Pursuant to GPPB Resolution 15-2020:</p>

	<p>In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel, following alternate documentary requirements for procurement activities during a State of Calamity, or implementation of community quarantine or similar restrictions declared or being implemented either in the locality of the PE or of the Bidder:</p> <p>2. Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of Business or Mayor's permit after award of contract but before payment;</p>
12.1(a)(ii)	<p>a. Statement of All On-going 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.</p> <p>b. Statement of the Single Largest Completed Contract (SLCC) similar in nature to the contract to be bid within the Last Five (5) Years (prior to the deadline for submission and receipt of bid) prior to the deadline for submission and receipt of bids, supported with Certificate of Acceptance/Official Receipt(s)/Sales Invoice.</p> <ul style="list-style-type: none">❖ The Bidder must have a single contract similar to the contract to be bid whose value must be at least 50% of the ABC or Php 3,123,265.00.

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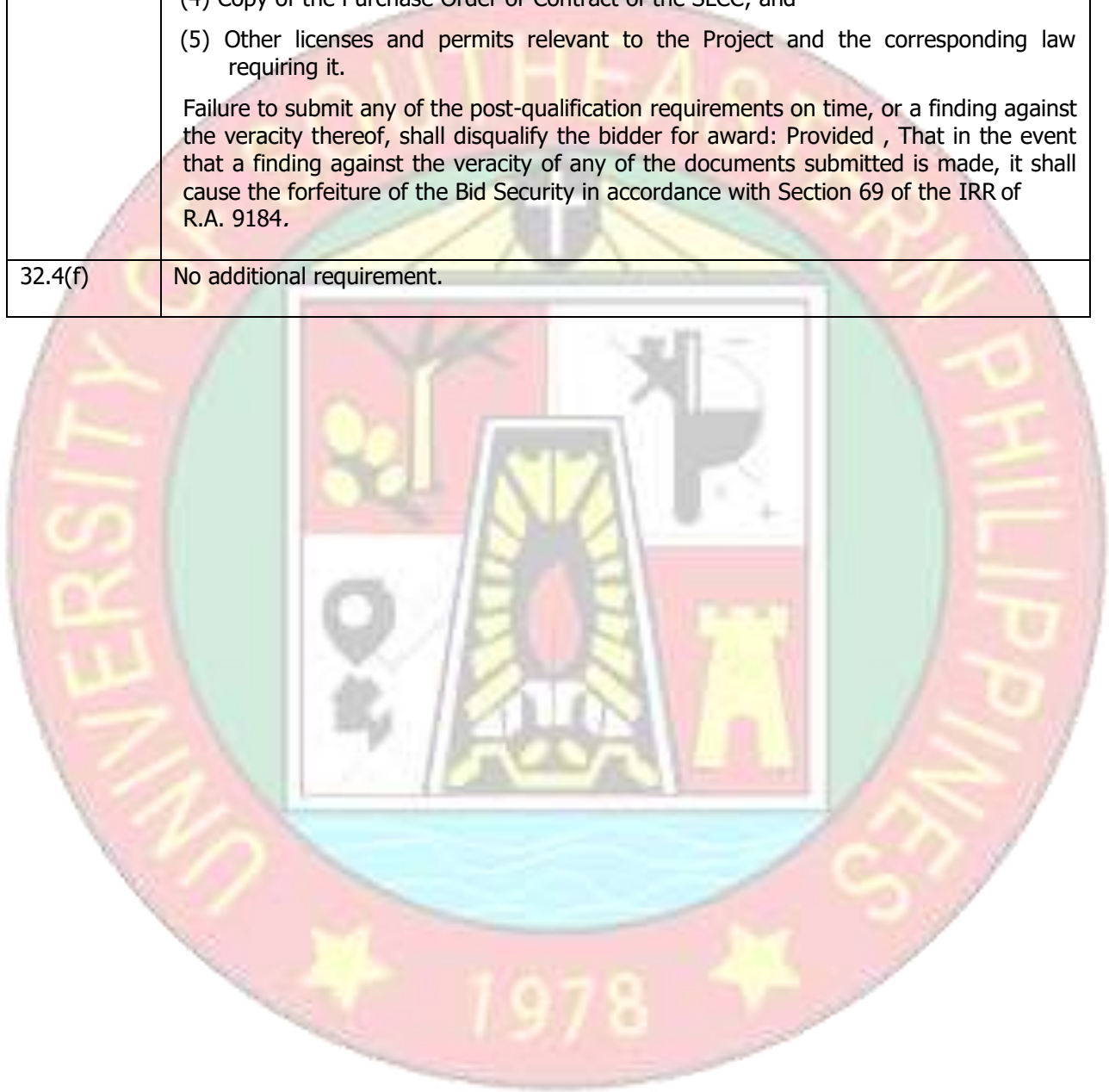
<p>12.1(b)(i) & 18.1</p>	<p>The Bid Security shall be in the form of Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of PhP 124,930.00 (2% of ABC), if bid security is in cash, or cashier's / manager's check issued by a Universal or Commercial Bank; 2. The amount of PhP 124,930.00(2% of ABC), if bid security is in bank draft / guarantee or irrevocable letter of credit issued by a Universal or Commercial bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; 3. The amount of PhP 312,326.50 (5% of ABC), if bid security is in Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. Attach Insurance Commission Certification specific to the contract to be bid. <p>ADMISSIBILITY OF ALTERNATIVE DOCUMENTS:</p> <p>Pursuant to GPPB Resolution 09-2020:</p> <p>xxx</p> <p>1. Unnotarized Bid Securing Declaration;</p>
<p>12.1(b)(ii)</p>	<p>➤ Conformity with Technical Specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents, submit the following:</p> <ol style="list-style-type: none"> 1. Compliance with Section VI. Schedule of Requirements (refer to Section VIII. Bidding Forms); 2. Compliance with Section VII. Technical Specifications (refer to Section VIII. Bidding Forms), supported with all of the following: <ol style="list-style-type: none"> a. Original or computer-generated copy of original brochures / manufacturer's un-amended sales literature / unconditional statements of specification and compliance issued by the manufacturer / samples / independent test data, etc., as appropriate; b. Certification that the supplier has at least one (1) competent, trained and experienced personnel assigned to the project during the implementation period and the warranty period; c. Certification from the manufacturer that the assigned personnel is qualified to install, commission and test the product.
<p>12.1(b)(iii)</p>	<p>(b) Technical Documents –</p> <p>(iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.</p> <p>ADMISSIBILITY OF ALTERNATIVE DOCUMENTS:</p> <p>Pursuant to GPPB Resolution 15-2020:</p> <p>Xxx</p>

	3. Unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract but before payment;
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2(a)	The Approved Budget for the Contract (ABC) is Six Million Two Hundred Forty-Six Thousand Five Hundred Thirty Pesos (PhP 6,246,530.00) . Any bid with a financial component exceeding this amount shall not be accepted.
13.2(b)(i)	<p>Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids in the amount stated in the Invitation to Bid in any of the following payments options:</p> <ul style="list-style-type: none"> • over-the-counter payment at USeP-Cashier's office, Obrero Campus, Davao City; • over-the-counter deposit at Development Bank of the Philippines (DBP) Account No. - 0915-010315-030 CM Recto Branch • online fund transfer at Development Bank of the Philippines (DBP) Account No. 0915-010315-030 CM Recto Branch. <p>Prior to payment, bidders are advised to coordinate first with the USeP-BAC Secretariat, Ms. Olivia D. Estremos, at (082) 227-8192 local 309 or through mobile phone at (Globe: 09365127964, for the issuance of the "Payment Order" and instructions.</p>
15.4(a)(iv)	No incidental services are required.
15.4(b)(i)	Not applicable. The price of the Goods shall be quoted USeP-BAC, Obrero Campus, Davao City.
15.4(b)(ii)	No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid until 120 days from date of opening of bid.
18.2	The bid security shall be valid until 120 days from date of opening of bid.

<p>19</p>	<p>Signing of Bids —</p> <p>Pursuant to GPPB Resolution No. 09-2020 dated 7 May 2020, GPPB approved measures to efficiently conduct all procurement activities during a State of Calamity, allowing, among others, the use of digital or electronic signature in all procurement related documents.</p> <p>Signatory's Initials on Each Page of the Tender Documents —</p> <p>Only the bidding forms that requires the signature of the bidder shall be signed by the bidder's authorized representative.</p> <p>Special instructions in the submission of financial documents is provided in Section II. Instructions to Bidders of the Philippine Bidding Documents which states that:</p> <p>19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.</p> <p>The same statement is found at the concluding sentence of the prescribed Bid Form under Section VIII. Bidding Forms which states that:</p> <p>“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.”</p> <p>For further guidance, the Bidding Documents require the submission of copies of the legal, technical and financial eligibility documents. The submitted documents need not be originals or certified true copies, as the rules recognize the submission of copies as satisfactory compliance with the requirements.</p> <p>The Omnibus Sworn Statement of the bidder sufficiently certifies that 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. (GPPB NPM No. 009-2014 dated 31 March 2014)</p> <p>Hence, not all pages of the bidding documents shall be signed by the bidder. However, the bidder may sign each page of the bidding documents but its absence shall not be a ground for disqualification; except those documents requiring signature.</p>
<p>20.3</p>	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p>
<p>21</p>	<p>The address for submission of bids is:</p> <p style="text-align: center;">REYNILO D. GARCIA Chairperson, Bids and Awards Committee-Goods & Services University of Southeastern Philippines Obrero Campus, Davao City</p> <p style="text-align: center;">Telephone No. (+63) (82) 227-8192 LOCAL 309, Website: http://www.usep.edu.ph E-mail Address: usepbacgoods@gmail.com</p> <p>The deadline for submission of bids 16 December 2020 (1:00 P.M.).</p>

	<p>During the opening of bids, only one representative of the Bidder shall be allowed to attend in the opening of bids.</p> <p>The following safety and health standards are being implemented in USEP premises for the prevention and control of Covid-19,viz:</p> <ul style="list-style-type: none"> • Temperature check shall be conducted to all bidders or its representative. Any such person whose temperature exceeds 37.3°C shall be refused entry. • Disinfection protocols shall be followed by all bidders or its representative upon entry at the gate along MacArthur Highway. • Wearing of face mask is mandatory. Any person not wearing face mask shall be refused entry in the building and in all facilities. • Physical distancing is mandatory in all areas.
24.1	<p>The place of bid opening is:</p> <p style="text-align: center;">USEP-Hostel, Obrero Campus, Davao City</p> <p>The date and time of bid opening is</p> <p style="text-align: center;">16 December 2020 (1:15 P.M.).</p> <p>The Bid Opening is accessible online through the following link: https://meet.google.com/yma-reiy-cgc?authuser=0</p> <p>During the opening of bids, only one representative of the Bidder shall be allowed to attend in the opening of bids.</p> <p>The following safety and health standards are being implemented in USEP premises for the prevention and control of Covid-19,viz:</p> <ul style="list-style-type: none"> • Temperature check shall be conducted to all bidders or its representative. Any such person whose temperature exceeds 37.3°C shall be refused entry. • Disinfection protocols shall be followed by all bidders or its representative upon entry at the gate along MacArthur Highway. • Wearing of face mask is mandatory. Any person not wearing face mask shall be refused entry in the building and in all facilities. • Physical distancing is mandatory in all areas.
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	No further instructions.
28.4	No further instructions.
29.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its:</p> <p>(1) Latest income and business tax returns filed and paid through the BIR Electronic</p>

	<p>Filing and Payment System (eFPS) within the last six (6) months;</p> <p>(2) PhilGEPS Certificate of Registration and Membership including Annex "A" (under Platinum category) if the Bidder opted to submit Class "A" Documents during opening of bids;</p> <p>(3) Renewed Business Permit (2020) in case of submission of recently expired permit;</p> <p>(4) Copy of the Purchase Order or Contract of the SLCC; and</p> <p>(5) Other licenses and permits relevant to the Project and the corresponding law requiring it.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided , That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the IRR of R.A. 9184.</p>
32.4(f)	No additional requirement.





Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.

- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.

- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
 - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.

- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and 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.

- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. (The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but shall not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but shall not exceed five percent (5%) of the total Contract Price or other such amount if so specified in the **SCC**). The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial

action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price.
- 23.2. The Procuring Entity may terminate the contract when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days

after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased.

- 23.3. The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 23.4. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.5. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
 - (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss

must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;

- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.



Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is University of Southeastern Philippines (USEP), Obrero Campus, Davao City
1.1(i)	The Supplier is: [to be inserted at the time of contract award].
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through the Fund 164 in the amount of Six Million Two Hundred Forty-Six Thousand Five Hundred Thirty Pesos (PhP 6,246,530.00) .
1.1(k)	The Project Site is USEP-Obrero Campus, Davao City .
2.1	No further instructions.
5.1	<p style="text-align: center;">REYNILO D. GARCIA Chairperson, Bids and Awards Committee-Goods & Services University of Southeastern Philippines Obrero Campus, Davao City</p> <p style="text-align: center;">Telephone No. (+63) (82) 227-8192 LOCAL 309, Website: http://www.usep.edu.ph E-mail Address: usepbacgoods@gmail.com</p> <p>The Supplier's address for Notices is:</p> <p>Name _____ Address _____ Tel No.: _____</p>
6.2	<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,</i> "The delivery terms applicable to the Contract are DDP delivered to the University of Southeastern Philippines (USEP), Obrero Campus, Davao City. In accordance with INCOTERMS."</p> <p><i>For Goods Supplied from Within the Philippines,</i> "The delivery terms applicable to this Contract are delivered to the University of Southeastern Philippines (USEP), Obrero Campus, Davao 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. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p>

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vi) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (vii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause, the Procuring Entity's Representative at the University-ULRC (Ms. Gressiel Ferrando), USEP-Technical Working Group (TWG) for the Books.

Incidental Services –

The Supplier is required to provide all of the following services, including additional

	<p>services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none">(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;(b) provide tools required for assembly and/or maintenance of the supplied Goods;(c) submit 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(e) conduct 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>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none">(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:<ul style="list-style-type: none">i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; andii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts required for the goods listed in Section VI. Schedule of Requirements 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 spares for the Goods for a period of three (3) years.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within 25 calendar days of placing the order.</p> <p>Packaging –</p>
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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

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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.

Insurance –

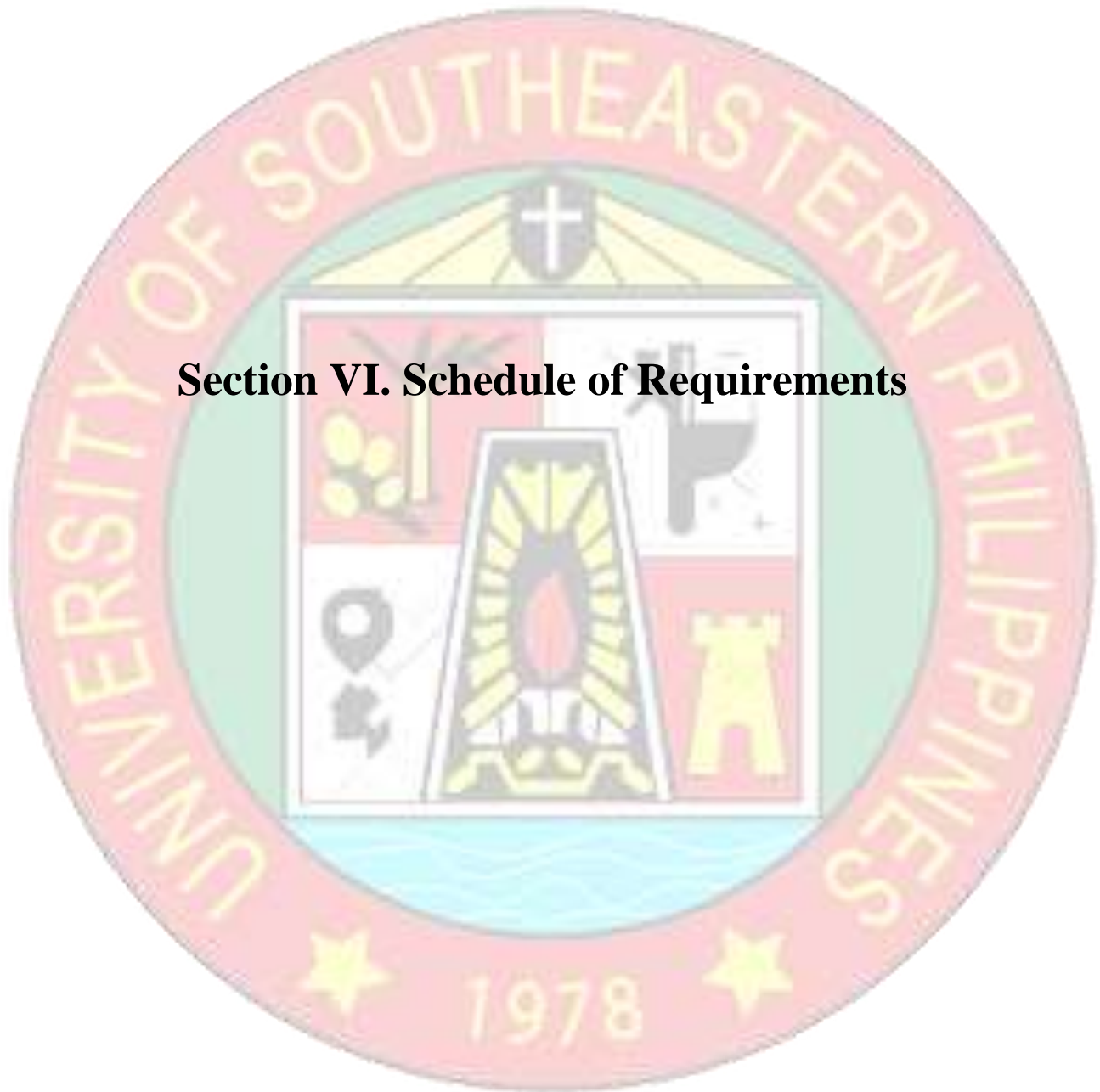
The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

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.

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>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 <i>force majeure</i> in accordance with GCC Clause 22.</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>Patent 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>
10.1	Payment shall be made for complete delivery of every schedule as contained in Section VI. Schedule of Requirements, submission of documents as required in the contract for compliance upon delivery, upon passing the user acceptance testing and only upon presentation of a Certificate of Acceptance issued by the University of Southeastern Philippines, Obrero Campus, Davao City to the effect that the GOODS have been ordered or delivered in accordance with the terms of this contract and have been duly inspected and accepted.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	The inspections and tests that will be conducted is the user acceptance testing upon delivery/installation of the item to confirm the technical specifications of the product offered to the requirement of the Procuring Entity.
17.3	The warranty security for manufacturing defects shall be for a period of One (1) year after acceptance by the Procuring Entity of the delivered Goods if the Goods pertain to Non-expendable Supplies.
17.4	The period for correction of defects in the warranty period is Thirty (30) calendar days.
21.1	No additional provision. If the Supplier is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."



Section VI. Schedule of Requirements

Schedule of Requirements

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

Item Nos	Unit	Item Description	ABC per item	Delivered, Calendar Days
1	lot	Procurement of Various Titles of Books Note: Please see attached separate list of titles of Books (1,033 titles) & (1,146 volumes)	PhP. 6,246,530.00	30 CD
TOTAL ABC			PhP. 6,246,530.00	



Section VII. Technical Specifications

Technical Specifications

<p>Specification</p>	<p>Statement of Compliance</p> <p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the 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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid</p>
<p>Procurement of Various Titles of Books, ULRC of USEP, Obrero Campus, Davao City</p>	
<p>Technical Specifications:</p>	<p>REMARKS</p>
<p>Procurement of Various Titles of Books</p> <p>Note: Please see attached separate list of titles of Books (1,033 titles) & (1,146 volumes)</p>	

Item No.	Unit	Item Description	Quantity	Approved Budget Cost (ABC)	
				Unit Cost	Total Cost
1	LOT	Procurement of various titles of books			6,246,530.00
		List of Various Titles of Books			
		3D game art development : advanced (in compliance with NC III)/3G E-Learning/2019	1		
		3G Handy Guide : Electrician/3G E-Learning/2019	1		
		3G Handy Guide : Human Resource Management/3G E-Learning/2019	1		
		3G Handy Guide : Masonry/3G E-Learning/2019	1		
		3G handy guide : technology/3G E-Learning/2019	1		
		3G Handy Guide: Air Condition Servicing/3G E-Learning/2019	1		
		3G Handy Guide: Automotive Servicing/3G E- Learning/2019	1		
		3G Handy Guide: Carpenter/3G E-Learning /2019	1		
		3G Handy Guide: CNC Lathe Machine Operation/3G E-Learning/2019	1		
		3G Handy Guide: Construction Painting/3G E-Learning/2019	1		
		3G Handy Guide: Plumbing/3G E-Learning/2019	1		
		3G Handy Guide: Prepare and present tours/3G E-Learning/2019	1		
		3G Handy Guide: Prepare food to meet special dietary requirements/3G E-Learning/2019	1		
		3G Handy Guide: Produce and serve food for buffets/3G E-Learning/2019	1		
		3G Handy Guide: Provide housekeeping services to guests/3G E-Learning/2019	1		
		3G Handy Guide: Sell tourism products and services/3G E-Learning/2019	1		
		3G Handy Guide: Welding/3G E-Learning/2019	1		
		3GE Collection On Biology: Evolutionary Biology/3G E-Learning/2018	1		

	3GE Collection on Economics: Economic Policy and Growth/3G E-Learning/2018	1		
	3GE Collection on Engineering: Industrial Engineering/3G E-Learning/2018	1		
	49 Myths about China/Galtung/2015	1		
	500 AP biology questions to know by test day/Lebitz/2019	1		
	500 AP physics 1 questions to know by test day/Anaxos/2019	1		
	A companion to literary theory/Richter/2018	1		
	A Guide to Crisis Intervention/Kanel/6th ed./2018	1		
	A hands-on course in sensors using the Arduino and Raspberry Pi/Ziemann/2018	1		
	A journey through qualitative research : from design to reporting/Gaudet/2018	1		
	A local assessment toolkit to promote deeper learning : transforming research into practice/Hess/2018	1		
	A macro perspective on tourism and hospitality/Lim/2019	1		
	A practical guide to Library of Congress classification/Snow/2017	1		
	A practical guide to welding solutions : overcoming technical and material-specific issues/Messler/2019	1		
	Academic crowdsourcing in the humanities : crowds, communities and co-production /Dunn/2018	1		
	Accounting and finance for non-finance managers/Kumar/2019	1		
	Accounting ethics/Duska/3rd ed./2018	1		
	Accounting for Business Combinations (advanced accounting 2)/Millan/2019	1		
	Accounting for special transactions (advanced accounting 1)/Millan/2018	1		
	Accounting information systems/Gelinas/2018	1		
	Accounting Information systems/Hall/2019	1		
	Accounting/Hoggett/10th ed./2018	1		

	Action research for beginners in classroom-based contexts : a guide for pre-service and in-service teachers/De leon/2019	5		
	Additive manufacturing change management : best practices/Dietrich/2019	1		
	Advanced engine performance, 2 volumes/Schnubel/2nd ed./2018	1		
	Advanced Engineering Mathematics/Zill/6th ed./2018	1		
	Advanced financial accounting/Christensen/12th ed./2019	1		
	Advanced inorganic chemistry/Hosmane/2017	1		
	Advanced Mechanics of Solids and Structures/Raju/2019	1		
	Advanced product quality planning : the road to success/Stamatis/2019	1		
	Advanced time series data analysis : forecasting using Eviews/Agung/2019	1		
	Advances in eco-fuels for a sustainable environment/Azad/2019	1		
	Advances in energy systems : the large-scale renewable energy integration challenge/Lund/2019	1		
	Advances in water purification techniques : meeting the needs of developed and developing countries/Ahuja/2019	1		
	Aesthetics and the philosophy of art : the analytic tradition : an anthology/Lamarque/2019	1		
	Air Conditioning and Refrigeration Technology/3G E-Learning/2015	1		
	Air duct servicing: Intermediate (in compliance of NC II)/3G E-Learning/2nd ed./2019	1		
	Air pollution : measurement, modelling and mitigation/Tiwary/4th ed./2018	1		
	Air pollution control : engineering for environmental engineers/Kuo/2018	2		
	Algebra I : review and workbook/McCune/2019	1		
	Algebra II for dummies : workbook/Sterling/2019	1		

	Amateur media and participatory cultures : film, video, and digital media/Motrescu-Mayes/2019	1		
	American literature as world literature/Di Leo/2018	1		
	American philosophy before pragmatism/Goodman/2018	1		
	An integrated approach to communication theory and research/Stacks/3rd ed./2019	1		
	An introduction to discrete-valued time series/Weiss/2018	1		
	An introduction to Earth's atmosphere/Goddard/2018	1		
	An introduction to fluid mechanics/Fang/2019	1		
	An introduction to geology/Wilkins	2		
	An invitation to health : your life, you future/Hales/18th ed./2019	1		
	Analog integrated circuit design by simulation : techniques, tools, and methods/Çilingiroğlu/ 2019	1		
	Analysis for financial management/Jaiswal/2018	1		
	Analytical chemistry/Miguel/2019	1		
	Animal diversity/Hickman/8th ed./2018	1		
	Animation : intermediate/3G E-Learning/2nd ed./2018	1		
	Antenna engineering handbook/Volakis/5th ed./2019	1		
	Anthropology/Kottak/18th ed./2019	1		
	Applied econometrics : a practical guide/Chung Ki Min/2019	1		
	Applied engineering analysis/Hsu/2018	1		
	Applied landscape ecology/Rego/2019	1		
	Applied machine learning/Gopal/2019	1		
	Applied strategic marketing : a step by step approach/Alsem/2019	1		
	Applying indigenous research methods : storying with peoples and communities/Windchief/2019	1		
	Appreciating human diversity/Kottak/2017	1		
	Archival Futures/Brown/2018	1		

	Arduino for Dummies/Nussey/2nd ed./2018	1		
	Art appreciation : new general education curriculum compliant/Ariola/2018	1		
	Art appreciation for college students/Leaño Jr./2018	1		
	Art therapy research : a practical guide/Betts/2019	1		
	Artificial intelligence and problem solving/Kopec/2017	1		
	Artificial intelligence in practice : how 50 successful companies used artificial intelligence to solve problems/Marr/2019	1		
	Artificial intelligence in the age of neural networks and brain computing/Kozma/2019	1		
	Artificial intelligence safety and security/Yampolskiy/2019	1		
	Artificial Intelligence/Stirling/2019	2		
	Artificial unintelligence : how computers misunderstand the world/Broussard/2019	1		
	Asian American librarians and library services : activism, collaborations, and strategies/Clarke/2018	1		
	Assessing children's writing : a best practice guide for primary teaching/Allott/2019	1		
	Assessing impact : evaluating professional learning/Fullan/3rd ed./2018	1		
	Assessment in the primary classroom : principles and practice/Earle/2019	1		
	Assessment of learning/Navarro/4th ed./2019	5		
	Assessments for sport and athletic performance/Fukuda/2019	1		
	Assistive technologies in the library/McClain/2019	1		
	Audio engineering/McGee/2018	1		
	Audit and accounting guide : revenue recognition/AICPA/2019	1		
	Auditing : a practical approach/Moroney/2017	1		

	Auditing : a risk-based approach/Johnstone/11th ed./2019	1		
	Auditing and assurance services/Louwers/7th ed./2018	1		
	Auditing theory : a guide to understanding Philippine standards on auditing /Salosagcol/2018	1		
	Authentic assessment : methodologies in mathematics/Oredina/2019	5		
	Authors, users, and pirates : copyright law and subjectivity/Meese/2018	1		
	Auto body repair technology/Duffy/6th ed./2015	1		
	Auto fundamentals : how and why of the design, construction, and operation of automobiles : applicable to all makes and models/ Stockel/2020	1		
	Automotive body repairing : Intermediate (in compliance with NC II)/3G E-Learning/3rd ed./2019	1		
	Automotive engineering : an introduction/Parese/2018	1		
	Automotive maintenance & light repair/Thompson/2nd ed./2019	1		
	Automotive service : inspection, maintenance, repair/Gilles/6th ed./2020	1		
	Automotive servicing : expert (in compliance with NC IV)/3G E-Learning/2019	1		
	Automotive Servicing: Beginner (in compliance with NC I)/3G E-Learning/2nd ed./2019	1		
	Automotive suspension & steering systems, 2 volume set/Schnubel/7th ed./2020	1		
	Automotive technician/3G E-Learning/2nd ed./2019	1		
	Automotive technology : a systems approach/Erjavec/7th ed./2020	1		
	Automotive Transmission & Transaxles, 2 volume set/Pickerill/2020	1		
	Autonomous decentralized systems and their applications in transport and infrastructure/Mori/2019	1		
	Basic calculus/Herrera Jr./2017	1		
	Basic chemistry/Coronel-Magno/2016	1		

	Basic electrical installation work/Linsley/2019	1		
	Basic electronics/3G E-Learning/2nd ed./2019	2		
	Basic histology : text and atlas/Mescher/15th ed./2018	3		
	Basic nutrition and diet therapy textbook for allied health/Cruz-Caudal/2nd ed./2019	1		
	Basic statistics/De Belen/2019	1		
	Basic understanding to hospitality and tourism marketing with IMC/Velasco/2017	1		
	Basics of Electronics & Microprocessor/3G E-Learning/2nd ed./2019	1		
	Bayesian analysis with Python : introduction to statistical modeling and probabilistic programming using PyMC3 and ArviZ/Martin/2nd ed./2018	1		
	Beginner's guide to C++ programming/Pomperada/2019	1		
	Beginning algebra : Connecting Concepts through Applications /Clark/2nd ed./2019	1		
	Beginning Programming w/ Python for Dummies/Mueller/2018	1		
	Being an evaluator : your practical guide to evaluation/Podems/2019	1		
	Berne & Levy physiology/Koeppen/7th ed./ 2018	1		
	Best practices in literacy instruction/Morrow/6th ed./2019	1		
	Big data analytics : Methods and Applications/Pehcevski/2019	1		
	Biochemistry for materials science : catalysts, complexes and proteins/Makishima/2019	1		
	Biological anthropology of the human skeleton/Katzenberg/3rd ed./2019	1		
	Biological processing of solid waste/Kumar/2019	1		
	Biology/Solomon/11th ed./2019	1		
	Biostatistics for the biological and health sciences/Triola/2nd ed./2019	1		

	Bookbinding : the complete guide to folding, sewing & binding/Morlok/2018	1		
	Boolean circuit rewiring : bridging logical and physical designs/Tak-Kei Lam/2016	1		
	Botany : understanding plant biology /Bell/2019	2		
	Brief Java: early objects/Horstmann/9th ed./2019	1		
	Buddhism, politics and political thought in Myanmar/Walton/2018	1		
	Building corporate libraries/Chander/2019	1		
	Building design and construction systems/Henderson/2019	1		
	Burton's microbiology for the health sciences/Engelkirk/11th ed./2019	1		
	Business analytics: principles, concepts and applications/Bentley/2019	1		
	Business communication : developing leaders for a networked world/Cardon/3rd ed./2018	1		
	Business communication: Strategies and practices/Pereira/2019	1		
	Business driven technology/Baltzan/ISE/2020	1		
	Business mathematics/Abao/2017	1		
	Business research methods/Schindler/13th ed./2016	1		
	Business statistics and analytics in practice/Bouwerman/9th ed./2019	1		
	C++ programming : an object-oriented approach/Forouzan/ISE/2020	1		
	Calculus : early transcendental functions/Larson/7th ed./2019	1		
	Carbon materials : science and applications/Chung/2019	1		
	Career Guide : Architect/3G E-Learning/2019	1		
	Career Guide : Graphic Designing/3G E-Learning/2nd ed./2019	1		
	Career Guide : Hardware Engineering/3G E-Learning/2019	1		
	Career guide : librarian/3G E-Learning/2nd ed./2019	1		

	Carpentry : The Complete Guide to Woodworking/Dalton/2017	1		
	Cases in leadership/Rowe/5th ed./2019	1		
	Cataloging for School Librarians/Kelsey/2nd ed./2018	1		
	Catering technology, food service and hospitality management/Sharma/2018	1		
	Chemistry and our universe : how it all works/Davis/2016	1		
	Chemistry for engineering students/Brown/4th ed./2019	1		
	Child centred planning in the early years foundation stage/McEvoy/2019	1		
	Children moving : a reflective approach to teaching physical education/Graham/10th ed./2020	1		
	China's Asia : triangular dynamics since the Cold War/Dittmer/2018	1		
	Climate change (Book with DVD)/3G E-Learning/2018	1		
	CNC Lathe Machine Operation: Advanced/3G E-Learning/2nd ed./2019	1		
	Coaching beyond words : using art to deepen and enrich our conversations/Sheather/2019	1		
	College accounting : a career approach/Scott/13th ed./2018	1		
	College Accounting, Chapters 1-15/Heintz/23rd ed./2020	1		
	College algebra/Hoover/2019	1		
	College algebra/Moyer/2019	1		
	College physics/Melton/2019	1		
	Color atlas and text of histology/Gartner/7th.ed./2018	3		
	Communication for Development : reinventing theory and action, volume 1 and 2/Prasad/2018	1		
	Communication research : asking questions, finding answers/Keyton/5th ed./2019	1		
	Comparative Public Administration/Purohit/2019	1		
	Comparative vertebrate anatomy : a laboratory dissection guide/Zalisko/8th ed./2019	1		

	Complete book of framing : an illustrated guide for residential construction/Simpson/2nd ed./2019	1		
	Composing research, communicating results : writing the communication research paper/Lindemann/2018	1		
	CompTIA security+ : guide to network security fundamentals/Ciampa/6th ed./2018	1		
	Computer Security/Jha/2019	1		
	Computer systems and networking technology/3G E-Learning/2019	1		
	Computer-Aided Design: Concepts and Applications/Knowles/2018	1		
	Concepts of database management/Starks/9th ed./2019	1		
	Conceptual framework and accounting standards/Aduana/2019	1		
	Conceptual framework and accounting standards/Valix/2019	1		
	Concrete technology /Rohilla/2018	1		
	Connecting Children with Classics : a Reader-Centered Approach to Selecting and Promoting Great Literature /Lacy/ 2018	1		
	Consumers, Environment and Sustainable Consumption/3G E-Learning/2019	1		
	Contemporary project management : organize, lead, plan, perform/Anantatmula/4th ed./2019	2		
	Contemporary sport management/Pedersen/6th ed./2018	1		
	Control system analysis and identification with MATLAB® : block pulse and related orthogonal functions/Deb/2019	1		
	Conversations with leading academic and research library directors : international perspectives on library management/Lo/2019	1		
	Copyright for archivists and records managers/Padfield/2015	1		
	Core Concepts in Biology: Developmental Biology (Book with DVD)/3G E-Learning/2019	1		

		Core Concepts in Computer Science: Artificial Intelligence (Book with DVD)/3G E-Learning/2019	1		
		Core Concepts in Computer Science: Computer Graphics (Book with DVD)/3G E-Learning/2019	1		
		Core Concepts in Computer Science: Multimedia Systems (Book with DVD)/3G E-Learning/2019	1		
		Core Concepts in Mathematics: Algebra (Book with DVD)/3G E-Learning/2019	1		
		Corporate financial accounting/Warren/13th ed./2016	1		
		Corporate governance, business ethics, risk management and internal control/Cabrera/2019-2020 ed./2019	1		
		Cost accounting and control/Hansen/2019	1		
		Cost accounting basics/3G E-Learning/2nd ed./2019	1		
		Cost accounting essentials/Hagar/2018	1		
		Cost and management accounting/Drury/9th ed./2018	1		
		Cost-benefit analysis concepts and practice/Boardman/4th ed./2018	1		
		CPA examination in advanced financial accounting and reporting : theories and problems/Dayag/2019 ed./2019	1		
		CPA examination reviewer : auditing problems/Roque/2018	1		
		CPA examination reviewer : auditing theory/Roque/2018-2019 ed./2018	1		
		CPA examination reviewer in auditing problems/Cabrera/2018	1		
		CPA examination reviewer in auditing theory/Cabrera/2018	1		
		Create, perform, teach! : an early years practitioner's guide to developing your creativity and performance skills/Smedley/2018	1		
		Creating A Learning Commons (Practical Guides for Librarians)/Lampert/2019	1		
		Creating Inclusive Schools: Theory, Process and Practice/Bhart/2019	1		

	Creating scientists : teaching and assessing science practice for the NGSS/Moore/2018	1		
	Creative dance for all ages : a conceptual approach/Gilbert/2nd ed./2015	1		
	Creative Multimedia: Animation/3G E-Learning/2019	1		
	Creative non fiction/Ariola/2018	1		
	Creative research the theory and practice of research for the creative industries/Collins/2nd ed./2019	1		
	Creative writing/Buhisan/2016	1		
	Critical approaches to life writing methods in qualitative research/Mulvihill/2017	1		
	Cross-cultural psychology : contemporary themes and perspectives/Keith/2nd ed./2019	1		
	Cruise Tourism/Escabillas/2019	1		
	Cryptocurrency investing for dummies/Danial/2019	1		
	Cultural anthropology : appreciating cultural diversity/Kottak/18th ed./2019	1		
	Cultural disability studies in education : interdisciplinary navigations of the normative divide/Bolt/2019	1		
	Cultural diversity : a primer for the human services/Diller/6th ed./2019	1		
	Cultural diversity and inclusion in early years education/Borkett/2018	1		
	Cultural heritage information : access and management/Ruthven/2015	1		
	Cultural impact on conflict management in higher education/Watson/2018	1		
	Cultural theory and popular culture : a reader/Storey/5th.ed/2019	1		
	Current Issues: The Environment/3G E-Learning/2019	1		
	Current scenario of information technology in library science/Soni/2019	1		
	Data analytics for accounting/Richardson/ISE/2019	1		
	Data converters, phase-locked loops, and their applications/Ndjountche/2019	1		

	Data management : a practical guide for librarians/Henderson/2017	1		
	Data mining & learning analytics : Applications in Educational Research/Elatia/2016	1		
	Data Mining and Data Warehousing/Kumar/2019	1		
	Data mining and warehousing/Gautam/2019	1		
	Data mining for business analytics : concepts, techniques, and applications with XLMiner/Shmueli./2016	1		
	Data Mining/ Bolton/2017	1		
	Data science for cyber-security/Heard/2019	1		
	Data science using Python and R/Chantal/2019	2		
	Data science/Kotzi/2nd ed./2019	1		
	Data Structures/Gautam/2019	1		
	Database systems : design, implementation, and management/Coronel/13th ed./2019	1		
	DC distribution systems and microgrids/Dragičević/2018	1		
	Debating social problems/Steverson/2019	1		
	Debujo : contemporary Philippine arts from the regions/Basilan/2018	1		
	Decolonizing foreign language education : the misteaching of English and other colonial languages/Macedo/2019	1		
	Deep learning : technologies and applications/Prudhomme/2018	1		
	Deepwater drilling : well planning, design, engineering, operations, and technology application/Aird/2019	1		
	Degarmo's materials and processes in manufacturing/Black/Global ed./2017	1		
	Design and analysis of connections in steel structures : fundamentals and examples/Boracchini/2018	1		
	Design Patterns in Modern C++: Reusable Approaches for Object-Oriented Software Design/Nestreuk/2018	1		

	Designing Qualitative Research/Flick/2018	1		
	Designing quality survey questions/Robinson/2019	2		
	Designing web APIs : building APIs that developers love/Jin/2018	1		
	Determining difference from disability : what culturally responsive teachers should know/McCain/2018	1		
	Developing 2D games with Unity : independent game programming with C#/Halpern/2019	1		
	Development of creative spaces in academic libraries : a decision maker's guide/Webb/2018	1		
	Developmental research methods/Miller/5th ed./2018	1		
	Developments and applications for ECG signal processing : modeling, segmentation, and pattern recognition/Madeiro/2019	1		
	Dewey decimal classification : July 2018. Vol. 1-4/Dewey/2018	1		
	Differential equations with boundary-value problems/Zill/9th ed./2018	1		
	Digital analytics for marketing/Sponder/2018	1		
	Digital copyright : law and practice/Stokes/2019	1		
	Digital electronics : principles and theories/Hawkins/2019	1		
	Digital Electronics And Logic Design/Sharma/2017	1		
	Digital image interpolation in Matlab/Kok/2019	1		
	Digital libraries and innovation/Papy/2017	1		
	Digital library and crowdsourcing/Andro/2018	1		
	Digital library and information developments/Booth/2018	1		
	Digital library preservation strategies/Lawson/2018	1		
	Digital logic and microprocessor design with interfacing/Hwang/2nd ed./2018	1		

	Disaster management of earthquakes & volcanoes/Rosales/2019	1		
	Disaster readiness and risk reduction/Quebral/2016	2		
	Disaster risk reduction training manual/Mogol/2017	2		
	Disciplines and ideas in the social sciences/Llenas/2018	1		
	Discrete mathematics with applications/Epp/2020	1		
	Diversity in gender and visual representation/Luyt/ 2018	1		
	Django 2 Web Development Cookbook : 100 Practical Recipes on Building Scalable Python Web Apps with Django 2 /Kronika/3rd ed./2018	1		
	Documentary research in the social sciences/Tight/2019	1		
	Doing gender in media, art and culture: a comprehensive guide to gender studies /Buikema/2018	1		
	Doing research in the real world/Gray/4th ed./2018	1		
	Dorf's introduction to electric circuits/Svoboda/Global ed./2018	1		
	Drilling engineering : problems and solutions : a field guide for engineers and students/Hossain/2018	1		
	Driving (Passenger Bus/Straight Truck) : Advanced/3G E-Learning/2019	1		
	Dynamic human anatomy/Whiting/2nd ed./2019	1		
	Dynamics and control of electric transmission and microgrids/Padiyar/2019	1		
	Early childhood music therapy and autism spectrum disorder : supporting children and their families/Kern/2nd.ed./2019	1		
	Earth and life science/3G E-Learning/2nd ed./2018	1		
	Earth and life sciences/Salandanan/2016	1		
	Earth science/Tarbuck/15th ed./2019	1		
	Ecology of Freshwaters: Earth's Bloodstream/Moss/5th ed./2018	1		

	Ecology: Concepts and Applications/Molles/8th ed./2019	1		
	Economics : private and public choice/Gwartney/16th ed./2018	1		
	Economics of sustainable energy/Islam/2018	1		
	Economics of sustainable tourism/Cerina/2011	1		
	Edgar Allan Poe : amateur psychologist/Zimmerman/2019	1		
	Effective product control : controlling for trading desks/Nash/2018	1		
	Effective project management : guidance and checklists for engineering and construction/Ward/2018	1		
	Electrical systems for nuclear power plants/Mazzoni/2019	1		
	Electrical Technology/3G E-Learning/2019	1		
	Electricity for refrigeration, heating and air conditioning/Smith/10th ed./2018	1		
	Electricity for the trades/Petruzella/3rd ed./2020	1		
	Electricity from sunlight : photovoltaic-systems integration and sustainability/Fthenakis/2nd.ed/2018	1		
	Electronic document management systems/3G E-Learning/2019	1		
	Electronic literature/Rettberg/2019	1		
	Electronics Devices & Circuits, volume 3/Anand/2017	1		
	Electronics Technology/3G E-Learning/2019	1		
	Elementary Accounting (Partnership & Corporation)/Frias/2019	1		
	Embedded systems : a contemporary design tool/Peckol/2nd ed./2019	1		
	Emerging library technologies : it's not just for geeks/Joiner/2019	1		
	Empowerment technologies : information and communications technology in business and society : visual guide/Jemma Development Group/2017	1		

	Energy sources : fundamentals of chemical conversion processes and applications/Viswanathan/2017	1		
	Engaging design : creating libraries for modern users/Decker/2018	1		
	Engaging Jose Rizal/Balbin/2018	2		
	Engineering circuit analysis/Hayt Jr./9th ed./2019	1		
	Engineering drawing & design/Madsen/6th ed./2017	1		
	Engineering economy/Blank/8th ed./2018	2		
	Engineering electromagnetics/Hayt Jr./9th ed./2019	1		
	English for tourism and hospitality industry/Aranda/2018	1		
	Entrepreneurship : theory, process, practice/Kuratko/2019	1		
	Entrepreneurship : theory/process/practice/Frederick/2019	1		
	Entrepreneurship/Hisrich/ISE/2020	1		
	Environment and Climate Change in Asia/3G E-Learning/2019	1		
	Environmental Applications of Remote Sensing/Uwera/2019	1		
	Environmental Issues : global warming/3G E-Learning/2019	2		
	Environmental Issues: Changing Ecosystems/3G E-Learning/2019	1		
	Environmental Issues: Greenhouse Gases/3G E-Learning/2019	1		
	Environmental Issues: Pollution/3G- E-Learning/2019	1		
	Environmental microbiology and microbial ecology/Mclean/2019	1		
	Environmental policy: new directions for the twenty-first century/Vig/2019	1		
	Essence and essentials of purposive communication in the 21st century/Dapat/2018	1		
	Essential algorithms : a practical approach to computer algorithms/Oswald/2019	1		
	Essential Effects : Water, Fire, Wind, and More/Maressa/2018	1		

	Essential guide to semiconductors/Holland/2018	1		
	Essentials of athletic injury management/Prentice/11th ed./2020	1		
	Essentials of Biochemistry/Cobb/2019	1		
	Essentials of business statistics : communicating with numbers/Jaggia/2nd ed./2020	1		
	Essentials of ecology : world edition/3G E-learning/2019	2		
	Essentials of financial management/Brigham/2018	1		
	Essentials of financial management/Houston/2019	1		
	Essentials of genetics/Klug/9th ed./2017	1		
	Essentials of materials science and engineering/Askeland/4th ed./2019	1		
	Essentials of philosophy/Sommer/2018	1		
	Essentials of physical anthropology/Jurmain/10th ed./2017	1		
	Ethics & professionalism in forensic anthropology/Passalacqua/2018	1		
	Ethics for robots : how to design a moral algorithm/Leben/2019	1		
	Ethics for the information age/Quinn/7th ed./2017	1		
	Ethics management in libraries and other information services/Pulido/2018	1		
	Ethnocentrism : integrated perspectives/Bizumic/2019	1		
	European regions and boundaries : a conceptual history/Mishkova/2019	1		
	Europe's border crisis : biopolitical security and beyond/Williams/2017	1		
	Everyday applied geophysics 2 : magnetism and electromagnetism/Florsch/2018	1		
	Everything you need for mathematics coaching : tools, plans, and a process that works for any instructional leader : grades K-12/McGatha/2018	1		
	Evolutionary biology/Rego/2018	1		
	Exploration and monitoring of the continental shelf underwater environment/Abbasov/2018	1		

	Exploring earth science/Reynolds/2nd ed./2019	1		
	Exploring research management data/Cox/2018	1		
	Faith in poetry : verse style as a mode of religious belief/Hurley/2018	1		
	Family, School, and Community Partnerships for Students with Disabilities/Lo/2019	1		
	Fighting corruption : how the Communist Party of China works/Chuntao/2019	1		
	Fighting corruption is dangerous : the story behind the headlines/Okonjo-Iweala/2018	1		
	Financial Accounting : Tools for Business Decision Making/O'Brien/2019	1		
	Financial accounting and reporting fundamentals/Cabrera/2018-2019 ed./2018	2		
	Financial accounting and reporting/Nick L. Aduana/2018	2		
	Financial accounting theory and analysis : text and cases/Schroeder/12th ed./2019	1		
	Financial accounting with international financial reporting standards/Weygandt/2019	1		
	Financial accounting, volume 1 /Valix/2017	1		
	Financial accounting/Hoggett/10th ed./2018	1		
	Financial accounting/Libby/10th ed./2020	1		
	Financial accounting/Stice/IFRS ed./2019	1		
	Financial and managerial accounting/Warren/2020	1		
	Financial Management for non finance Managers (Book with DVD)/3G E-Learning/2nd ed./2019	1		
	Financial management for nonprofit organizations : policies and practices/ Zietlow/3rd ed./2018	1		
	Financial reporting/Loftus/2nd ed./2017	1		
	Fire safety/Milton/2017	1		

	Fit to be well : essential concepts/Thygerson/5th ed./2019	1		
	Flood management/Lynwood/2019	1		
	Floral designing/Anderson/2018	1		
	Focus on Asia: Art technology and language/3G E-Learning/2019	1		
	Food and culture/3G E-Learning/2019	1		
	Food presentation : styling techniques for professionals/Mantle/2018	1		
	Food science and health: Food safety/3G E-Learning/2019	1		
	Food science and nutrition/Fisher/2019	1		
	Food service management in the Philippines/Perdigon/2nd ed./2016	1		
	Foodservice management : principles and practices/Payne-Palacio/13th ed./2016	1		
	Forecasting and predictive analytics : with ForecastX/Keating/7th ed./2019	1		
	Forest school and autism : a practical guide/James/2018	1		
	Foundations of astronomy/Seeds/14th ed./2019	1		
	Foundations of financial management/Block/17th ed./2019	1		
	Foundations of sport and exercise psychology/Weinberg/7th ed./2019	1		
	Foundry melting/casting : intermediate (in compliance with NC II)/3G E-Learning/3rd ed./2019	1		
	Framing community disaster resilience/Deeming/2019	1		
	From AI to robotics : mobile, social, and sentient robots/Bhaumik/2018	1		
	Front-line librarianship : life on the job for today's librarians/Robertson/2019	1		
	Fundamental financial accounting concepts/Edmonds/10th ed./2019	1		
	Fundamental movement skills : the building blocks for the development of physical literacy : an educator's guide to teaching fundamental movement skills/PHE Canada/2019	1		
	Fundamentals of accounting business and management I : principles and applications/Pineda/2018	1		

	Fundamentals of advanced accounting/Hoyle/7th ed./2018	1		
	Fundamentals of aerodynamics/Herschel/2018	1		
	Fundamentals of collection development and management/Johnson/3rd ed./2014	1		
	Fundamentals of cost accounting/Lanen/6th ed./2020	1		
	Fundamentals of Digital Electronics/Muhamad/2018	2		
	Fundamentals of financial accounting/Haniff/2017	1		
	Fundamentals of industrial instrumentation and process control/Dunn/2nd ed./2018	1		
	Fundamentals of machine learning/Vaughn/2018	1		
	Fundamentals of management/Griffin/9th ed./2019	1		
	Fundamentals of Optical Communication & Networks/Ghosh/2018	1		
	Fundamentals of probability with stochastic processes/Ghahramani/4th ed./2019	1		
	Fundamentals of public safety networks and critical communications systems : technologies, applications, policies, deployment, and management/Ulema/2019	1		
	Fundamentals of solid modeling and graphic communication/Bertoline/7th ed./2019	1		
	Fundamentals of thermodynamics/Medina/2018	1		
	Fungi, bacteria and viruses/Powell/2019	1		
	Game design workshop : a playcentric approach to creating innovative games/Fullerton/4th ed./2019	1		
	Game development and simulation with Unreal technology/ Tavakkoli/2nd ed./2019	1		
	Game development with Unity/Menard/2nd ed./2015	1		

	Gaming programs for all ages at the library : a practical guide for librarians/Bruno/2018	1		
	Gas tungsten arc welding: expert (in compliance with NC IV)/3G E-Learning/2nd ed./2019	1		
	Gender and equality/3G E-Learning/2nd ed./2019	1		
	Gender and political theory : feminist reckonings/Hawkesworth/2019	1		
	Gendered lives : communication, gender, and culture/Wood/2019	1		
	Gendering struggles against informal and precarious work/Chun/2019	1		
	General chemistry: atoms first/Young/2018	1		
	General physics 1 with dvd/3G E-Learning/2nd ed./2018	1		
	General physics 2 with dvd/3G E-Learning/2nd ed./2018	1		
	General, organic, & biological chemistry/Smith/4th ed./2019	1		
	General, organic, and biochemistry/Denniston/10th ed./2020	1		
	Genetics : analysis & principles/Brooker/2018	1		
	Genetics and physiology of microbes/Donaldson/2019	1		
	Geospatial technologies for land degradation assessment and management/Dwivedi/2019	1		
	Geotechnical investigations & improvement of ground conditions/Patel/2019	1		
	Getting Boys Up and Running in the Early Years : creating stimulating places and spaces for learning/Cigman/2017	1		
	GIS : an introduction to mapping technologies/McHaffie/2019	1		
	Glaciology and global warming/Watson/2018	1		
	Government accounting and accounting for non-profit organizations/Millan/2018	1		
	Grammar to go : how it works and how to use it/Goldstein/5th ed./2015	1		

	Graph theory and its applications/Gross/3rd ed./2019	1		
	Great Mythologies of the World/McClymond/2015	1		
	Green and sustainable advanced materials : Volume 1, processing and characterization/Ahmed/2018	1		
	Group Leadership Skills: Interpersonal Process in Group Counseling and Therapy/Chen/2nd ed./2018	1		
	Guide to computer forensics and investigations/Nelson/6th ed./2019	1		
	Guide to thesis and dissertation writing/Birion/2018	2		
	Guiding children's learning of mathematics/Johnson/13th ed./2018	1		
	Handbook of coastal & ocean engineering vol. 1/Kim/2018	1		
	Handbook of coastal & ocean engineering vol. 2/Kim/2018	1		
	Handbook of communications system engineering/Sharma/2019	1		
	Handbook of environmental engineering/Kutz/2018	1		
	Handbook of industrial hazards and safety/James/2019	1		
	Handbook of knowledge management for sustainable water systems/Russ/2018	1		
	Handbook of language, gender, and sexuality : a feminists perspective/Sumague/2019	1		
	Handbook of lean six sigma/Matthews/2018	1		
	Handbook of library and information science/Hosamani/2019	1		
	Handbook of machine learning/Tshilidzi/2019	1		
	Handbook of pollution : air, noise and water/Rawlings/2018	1		
	Handbook of safety principles/Möller/2018	1		
	Handbook of Statistical Analysis and Data Mining Applications/Nisbet/2nd ed./2018	1		

	Handbook to the reception of classical mythology/Zajko/2017	1		
	Harbrace essentials : with resources for writing in the disciplines/Glenn/3rd ed./2019	1		
	Harmony in context /Francoli/3rd ed./2020	1		
	Health and fitness management: PED workbook/Cando/2018	5		
	Health and physical education/Nimbalar/2018	1		
	Health and Safety: Risk Management/Boyle/5th ed./2019	2		
	Health Care Systems in Developing Countries in Asia/Aspalter/2017	1		
	Heating, ventilation and air conditioning : design, analysis and control systems/Alistair/2019	1		
	Heavy duty truck systems/Bennett/7th ed./2020	1		
	Higher education in the digital age/Fiscal/2019	1		
	Histology : a text and atlas : with correlated cell and molecular biology/Pawlina/8th.ed./2020	1		
	Home automation with Raspberry Pi : project using Google Home, Amazon Echo, and other intelligent personal assistants/Norris/2019	1		
	Housekeeping fundamentals/Caronan/2017	1		
	Human anatomy & physiology/Amerman/2nd ed./2019	1		
	Human anatomy/Saladin/5th ed./2017	1		
	Human capital systems, analytics & data mining/Hughes/2019	1		
	Human impact on the natural environment : past, present and future/Goudie/8th ed./2019	1		
	Human nutrition: science for healthy living/Stephenson/2nd ed./2018	1		
	Human resource management/Stone/9th ed./2017	1		
	Humanities 6 : social philosophy : being social being/Agdalpen/2019	2		

	HVAC and Refrigeration Systems/3G E-Learning/2nd ed./2019	1		
	Hybrid algorithms, techniques and implementations of fuzzy logic/Stanimirovic/2019	1		
	IBM SPSS statistics 25 step by step : a simple guide and reference/George/2019	1		
	Illustrated dictionary of earth and life science/3G E-Learning/2018	1		
	Illustrated handbook of digital libraries/3G E-Learning/2017	1		
	Illustrated Handbook of Future Library Technology/3G Learning/2019	1		
	Illustrated handbook of graph theory/3G E-Learning/2018	1		
	Illustrated Handbook of Industrial Instrumentation & Control/3G E-Learning/2018	2		
	Illustrated Handbook of NanoElectronics/3G E-Learning/2018	1		
	Immunology and microbiology/Barnes/2018	1		
	Industrial and hazardous wastes treatment/Ellis/2019	2		
	Industrial Automation and Control/3G E-Learning/2nd ed./2018	1		
	Industrial Engineering and Management/Randrianarisoa/2018	1		
	Industrial machining technology/3G E-Learning/2019	1		
	Industrial power systems with distributed and embedded generation/Belu/2018	1		
	Industrial robotics/Dinwiddie/2019	1		
	Industrial water resource management : challenges and opportunities for corporate water stewardship/Sengupta/2018	1		
	Information quality : the potential of data and analytics to generate knowledge/Kenett/2017	1		
	Information resource description : creating and managing metadata/Hider/2nd ed./2018	1		
	Information Science/Gonzalez/2017	1		

	Information services today : an introduction/Hirsh/2nd ed./2018	1		
	Inherent strategies in library management/Koizumi/2017	1		
	Ink and Wit: Into the World of Creative Writing/Cabaña-Basilan/2017	1		
	Inorganic chemistry/Weller/IE/2018	1		
	Integrated principles of zoology/Hickman Jr./17th ed./2017	1		
	Integrated science/Tillery/7th ed./2019	1		
	Integrating LibGuides into library websites/Dobbs/2016	1		
	Intellectual Property: The Law Of Trademarks, Copyrights, Patents, And Trade Secrets/Bouchox/5th ed./2018	1		
	Intelligent learning systems/Gacovski/2018	1		
	Interaction Design: Beyond Human-Computer Interactio/Sharp/5th ed./2019	1		
	Interactive lecturing : a handbook for college faculty/Barkley/2018	1		
	Interconnections : interpersonal communication foundations and contexts/Bowman/2019	1		
	Intermediate accounting 2019 volume 1/Valix/2019	1		
	Intermediate accounting 2019 volume 2/Valix/2019	1		
	Intermediate Accounting, Volume 1/Valix/2019 rev.ed./2019	1		
	Intermediate Accounting, Volume 2/Valix/2019 rev.ed./2019	1		
	Intermediate Accounting, Volume 3/Valix/2019 rev.ed./2019	1		
	Intermediate algebra/Steeger/2018	1		
	International development : a global perspective on theory and practice/Battersby/2017	1		
	International economics/Carbaugh/7th ed./2019	1		
	International Financial Management/Eun/8th ed./2018	1		
	Internationalizing Early Childhood Curriculum/Brown/2019	1		

	Internet of things A to Z : technologies and applications/Hassan/2018	1		
	Internet of things security : challenges, advances and analytics/Patel/2019	1		
	Internet of Things/Gacovski/2019	1		
	Interrupting racism : equity and social justice in school counseling/Atkins/2019	1		
	Introducing cultural studies/Longhurst/3rd ed./2017	1		
	Introducing research in Early childhood/Bolshaw/2019	1		
	Introduction to assembly language programming/Prudhomme/2019	2		
	Introduction to bioethics/Bryant/2nd ed./2019	1		
	Introduction to computational earthquake engineering/Hori/2018	1		
	Introduction to deep learning/Charniak/2018	1		
	Introduction to game analysis/Fernandez-Vara/2nd ed./2019	1		
	Introduction to general, organic, and biochemistry/Brown/12th ed./2020	1		
	Introduction to Geodesy/Nisbet/2018	1		
	Introduction To Hospitality/Walker/7th ed./2017	1		
	Introduction to managerial accounting/Brewer/8th ed./2019	3		
	Introduction to mechatronics and measurement systems/Alciatore/5th ed./2019	1		
	Introduction to Mineralogy/Ross/2019	1		
	Introduction to petroleum engineering/Fanchi/2017	1		
	Introduction to philosophy of the human person/Joven/2018	1		
	Introduction to phonetics and phonology/Olson/2019	1		
	Introduction to physical anthropology/Jurmain/15th ed./ 2018	1		
	Introduction to physical geography/3G E-Learning/2019	2		
	Introduction to Psychology : A Simplified Approach/Pelayo/2018	1		
	Introduction to remote sensing/Hopkins/2018	1		

		Introduction to research in education/Ary/10th ed./2019	1		
		Introduction to the philosophy of the human person/Mendoza/2018	2		
		Introduction to weather & climate/3G E-Learning/2019	1		
		Introduction to world geography (with geo-politics)/Valenzuela/2017	2		
		Introductory chemistry : a foundation/Zumdahl/9th ed./2019	1		
		Introductory econometrics : a modern approach/Woolridge/7th ed./2020	1		
		Introductory technical mathematics/Peterson/7th ed./2019	1		
		Introspection : understanding the self/Palean/2018	2		
		Invertebrate zoology/Wilkinson/2018	1		
		iOS Programming: The Big Nerd Ranch Guide/Keur/5th ed./2015	1		
		Japanese legends and folklore : Samurai tales, ghost stories, legends, fairy tales, and historical accounts/Mitford/2019	1		
		Jose Rizal : Poeta Novelista de la Literatura Hispano Filipina/Rosales/2018	2		
		Labor economics/Borjas/8th ed./2020	1		
		Laboratory experiment in microbiology/Rani/2019	1		
		Language, gender, and sexuality : an introduction/Kiesling/2019	1		
		Language, literacy, and learning in the STEM disciplines : how language counts for English learners/Bailey/2018	1		
		Latest Advances and Challenges in Renewable Energy/Sabba/2018	1		
		Law dissertations : a step-by-step guide/Lammasniemi/2018	1		
		Laws in the hospitality industry : the Philippine tourism laws simplified/Cagurangan/2017	1		
		Lean Six Sigma in the age of artificial intelligence : harnessing the power of the fourth industrial revolution/George/2019	1		

	Learning analytics in education/Niemi/2018	1		
	Learning disabilities : from identification to intervention/Fletcher/2nd ed./2019	1		
	Legal aspects in tourism and hospitality/Maranan/2019	1		
	LEPT Reviewer : Licensure Examination for Professional Teachers/Blas/2019	1		
	Lesson plans for the elementary PE teacher : a developmental movement education and skill-themes framework/Gosset/2019	1		
	Library automation/3G E-Learning/2019	1		
	Library design for the 21st century : collaborative strategies to ensure success/Koen/2019	1		
	Library planning and management/Sharma/2019	1		
	Library science in the digital age/Sridevi J./2019	1		
	Library storage facilities : from planning to construction to operation/VanDuinkerken/2019	1		
	Library teen advisory groups/Tuccillo/2nd ed./2018	1		
	Life and works of Dr. Jose Rizal : a modular approach based on the new CHED curriculum/Pangilinan/2018	2		
	Linear algebra/Shen/2019	1		
	Linear models and time-series analysis : regression, ANOVA, ARMA and GARCH/Paoletta/2019	1		
	Linear programming and resource allocation modeling/Panik/2019	1		
	Linguistic typology/Jae Jung Song/2018	1		
	Listening : processes, functions, and competency/Worthington/2018	1		
	Literature : why it matters/Eaglestone/2019	1		
	Machine learning : a concise introduction/Knox/2018	1		
	Machining and CNC Technology/Fitzpatrick/4th ed./2019	1		
	Machining fundamentals/Walker/10th ed./2019	1		

	Machining: Beginner (in compliance of NC I)/3G E-Learning/2019	1		
	Macro Econ 6: Principles of Macroeconomics/McEachern/2019	1		
	Macroeconomics/Murphy/2019	1		
	Management accounting for business/Drury/7th ed./2019	1		
	Management accounting/Eldenbug/3rd ed./2017	1		
	Management fundamentals : concepts, applications, and skill development/Lussier/8th ed./2018	1		
	Management of information security/Whitman/6th ed./2019	1		
	Management of training and development/Jain/2018	1		
	Management strategies in athletic training/Konin/5th ed./2019	1		
	Managerial accounting/Christopher/2018	1		
	Managerial economics business strategy/McGraw-Hill/2018	1		
	Managerial economics/Froeb/5th ed./2019	1		
	Managing and organizations : an introduction to theory and practice/Clegg/5th ed./2019	1		
	Managing global warming : an interface of technology and human issues/Letcher/2019	1		
	Managing public sector projects : a strategic framework for success in an era of downsized government/Kassel/2nd ed./2017	1		
	Managing quality in qualitative research/Flick/2018	1		
	Managing reference today : new models and best practices/Cassell/2017	1		
	Manufacturing and enterprise an integrated systems approach/Badiru/2019	1		
	Manufacturing operations management/Yoo/2018	1		
	Marine ecology : concepts and applications/Jain/2018	1		

	Marketing management/Marshall/3rd ed./2019	1		
	Marketing research/McDaniel/11th ed./2019	1		
	Marketing/Kerin/14th ed./2019	1		
	Matching supply with demand : an introduction to operations management/Cachon/4th ed./2019	1		
	Materials for Construction: Civil Engineering Fundamentals/Henderson/2019	1		
	Mathematical applications for the management, life, and social sciences/Harshbarger/2019	1		
	Mathematical modeling and applied calculus/Kilty/2018	1		
	Mathematical statistics/Rasch/2018	1		
	Mathematics in the modern world/Almazan/2018	1		
	Mathematics in the modern world/Reyes/2018	1		
	MATLAB for engineering applications/Palm/4th ed./2018	1		
	Meaningful online learning : integrating strategies, activities, and learning technologies for effective designs/Dabbagh/2019	1		
	Mechanical design engineering handbook/Childs/2nd ed./2019	1		
	Mechanics and materials science : proceedings of the 2016 International Conference on Mechanics and Materials Science (MMS2016)/Tao/2018	1		
	Mechanics of materials/Goodno/9th ed./2018	1		
	Media And Gender Equality/Bonner/2018	1		
	Merchandising : accounting for non-accountant/Pineda/2018	1		
	Metadiscourse : exploring interaction in writing/Hyland/2019	1		
	Metallurgy: Principles and Processes/Raines/2019	1		

	Meteorology today : an introduction to weather, climate, and the environment/Ahrens/12th ed./2019	1		
	Methods & strategies for teaching students with high incidence disabilities : a case-based approach/Boyle/2nd ed./2019	1		
	Methods in comparative effectiveness research/Gatsonis/2017	1		
	Micro perspectives on tourism and hospitality/Lim/2019	1		
	Microbiology fundamentals : a clinical approach/Smith/3rd.ed./2019	1		
	Microeconomics : an intuitive approach with calculus/Nechyba/2016	1		
	Mineral resources : from exploration to sustainability assessment/Revuelta/2018	1		
	Mining methods : Engineering fundamentals/Bates/2019	1		
	Mobile computing/Jain/2019	1		
	Mobility in context : principles of patient care skills/Johansson/2nd ed./2018	1		
	Modern diesel technology : heavy equipment systems/Huzij/3rd ed./2019	1		
	Molecular Microbial Genetics: Theories and Practical/3G E-Learning/2nd ed./2018	1		
	Mothers accused and abused : addressing complex psychological needs/Foster/2019	1		
	Mountains, climate & biodiversity/Hoorn/2018	1		
	Multisensory teaching of basic language skills/Birsh/4th ed./2018	1		
	Multivariate time series analysis and applications/Wei/2019	1		
	Natural gas : A Basic Handbook/Speight/2nd ed./2019	1		
	Network data mining and analysis/Gao/2019	1		
	News discourse/Bednarek/2019	1		
	Nise's Control systems engineering/Nise/Global ed./2017	1		

	Noise and vibration control in automotive bodies/Pang/2019	1		
	NSTP: National Service Training Program/Gonzalvo/2018	1		
	Nuclear engineering/Garfield/2018	1		
	Number theory : a primer/Dio/2017	1		
	Numerical methods : using MATLAB/Lindfield/4th ed./2019	1		
	Numerical Python : scientific computing and data science applications with Numpy, SciPy and Matplotlib/Johansson/2nd ed./2019	1		
	Nutrition for sport and exercise/Dunford/4th ed./2019	1		
	OCD - tools to help young people fight back! : a CBT manual for therapists/Turner/2019	1		
	Operations and supply chain management : the core/Jacobs/2020	1		
	Operations and supply chain management/Jacobs/2018	1		
	Operations research : a practical approach/Carter/2nd ed./2019	1		
	Operations research/Gobb/2018	1		
	Optical fibers telecommunications/Osborne/2019	1		
	Organic chemistry/Carey/11th.ed./2020	1		
	Organization and administration of physical education : theory and practice/Greenberg/2020	1		
	Organizing archival records/Carmicheal/4th ed./2019	1		
	Our warming planet : topics in climate dynamics/Rosenzweig/2018	1		
	Oxford teaching guides : How to assess your students : making assessment work for you/Chandler-Grevatt/2018	1		
	Oxford teaching guides : how to create great lessons : 100 tools for planning/Bott/2018	1		
	Oxford teaching guides : how to teach even better : an evidence-based approach/Petty/2018	1		
	Parasitic Microbiology/Battle/2019	1		

	Participatory action research : theory and methods for engaged inquiry/Chevalier/2nd ed./2019	1		
	Partnerships : families and communities in early childhood/Wilson/6th.ed./2019	1		
	Pattern recognition : a quality of data perspective/Homenda/2018	1		
	Peace ethology : behavioral processes and systems of peace/Verbeek/2018	1		
	PE-metrics : assessing student performance using the national standards & grade-level outcomes for K-12 physical education/ Chepko/3rd ed./2019	1		
	Performing masculinity : body, self and identity in modern Fiji/Henning/2019	1		
	PFRS(Philippine Financial Reporting Standards): A 2018 Project of PICPA Northern Metro Manila Chapter/2018	2		
	Philippine income tax, volume 1/Llamado/2019 ed./2019	1		
	Philosophy, technology & the environment/Kaplan/2017	1		
	Physical education 1 : movement enhancement/Punzalan/2019	5		
	Physical education 1: physical fitness and advanced gymnastics/Amaranto/2018	5		
	Physical education 2: Fitness Exercises/Mondina/2019	5		
	Physical education 3 : badminton, table tennis, lawn tennis and bowling/Domingo/2014	5		
	Physical education and health 1/Punzalan/2018	1		
	Physical properties of materials/White/3rd ed./2019	1		
	Physics and our universe : how it all works/Wolfson/2011	1		
	Physics for scientists & engineers : Foundations and Connections, vol. 1/Katz/2017	1		
	Physics for scientists & engineers : Foundations and Connections, vol. 2/Katz/2017	1		

	Physics for scientists & engineers with modern physics/Serway/10th ed./2019	1		
	Physiology of Sports and Exercise/Lott/2019	1		
	Physiology/Costanzo/6th ed./2018	1		
	Pivotal research in early literacy : foundational studies and current practices/Cassano/2018	1		
	Planning academic library orientations : case studies from around the world/Bailin/2018	1		
	Planning for climate change : a reader in green infrastructure and sustainable design for resilient cities/Hamin/2019	2		
	Planning optimal library spaces : principles, processes, and practices/Moore/2018	1		
	Plant factory using artificial light : adapting to environmental disruption and clues to agricultural innovation/Anpo/2019	1		
	Plant physiology and development/Taiz/6th ed./2018	1		
	Plant Physiology/Ibbot/2018	1		
	Plants and society/McMahon/8th ed./2020	1		
	Plumbing 301/PHCC Educational Foundation/2nd ed./2018	1		
	Pointers in business law : for CPA reviewees, volume 1/Suarez/2019 ed./2019	1		
	Policing and public management : governance, vices and virtues/Morrell/2019	1		
	Power electronics : Volume 1, switches and converters/Pollefliet/2018	1		
	Power electronics handbook : devices, circuits, and applications handbook/Rashid/4th ed./2018	1		
	PowerPoint 2019 for dummies/Lowe/2019	1		
	Practical Cataloguing/Kumar/2019	2		
	Practical financial accounting (2 volumes)/Valix/2018	1		
	Practical hydrogeology : principles and field applications/Weight/3rd ed./2019	1		

	Practical research 1/Arcilla-Serapio/2016	1		
	Practical Web Scraping for Data Science: Best Practices and Examples with Python/Broucke/2018	1		
	Practice set in practical auditing /Frias/2019	1		
	Pre-algebra essentials for dummies/Zegarelli/2019	1		
	Pre-calculus/Arciaga/2016	1		
	Pre-calculus/Sarmiento/2017	1		
	Precision machining technology/Hoffman/3rd ed./2020	1		
	Pre-earthquake processes : A Multidisciplinary Approach to Earthquake Prediction Studies/Ouzounor/2018	1		
	Preserving digital materials/Harvey/3rd ed./2018	1		
	Principles and practice : an integrated approach to engineering graphics and AutoCAD 2019/Shih/2019	1		
	Principles and practices of working with pupils with special educational needs and disability : a student guide/Cotterill/2019	1		
	Principles of accounting/Murphy/2019	1		
	Principles of archaeology/Price/2nd ed./2018	1		
	Principles of cost accounting/Vanderbeck/2017	2		
	Principles of ecology/Curtis/2019	1		
	Principles of educational leadership and management/Bush/3rd ed./2019	1		
	Principles of engineering economics with applications/Khan/2nd ed./2019	1		
	Principles of foundation engineering/Das/2019	1		
	Principles of Human Anatomy/Tortora/14th ed./2019	1		
	Principles of inorganic chemistry/Close/2019	1		
	Principles of materials science and engineering/Jeffers/2018	1		
	Principles of Systematic Zoology/Willis/2019	1		

		Procedural and Comprehensive Approach in Government Accounting : for accounting student and CPA examinees/2018 ed./2018	1		
		Process control design for industrial applications/Popescu/2017	1		
		Process control system fault diagnosis : a Bayesian approach/Gonzalez/2016	1		
		Product and process design principles : synthesis, analysis, and evaluation/Seider/4th ed./2019	1		
		Production management for engineering diploma students and MBA courses/Verma/2019	1		
		Professional Android/Meier/2018	1		
		Professional C++/Gregoire/4th ed./2018	1		
		Professional development : what works/Zepeda/3rd ed./2019	1		
		Professional driving techniques : learn to drive with confidence and skill/Scotti/5th ed./2016	1		
		Professional event management : a guide to meeting, incentives, conventions, exhibitions and events/Reantaso-Bernabe/2019	1		
		Programmable microcontrollers : applications on the MSP432 LaunchPad/Ünsalan/2018	1		
		Programming and planning in early childhood settings with student resource access 12 months/Arthur/7th ed./2018	1		
		Programming Arduino next steps : going further with sketches/Monk/2nd ed./2019	1		
		Project management : jumpstart/Heldman/4th ed./2018	1		
		Psychodynamic Child and Adolescent Psychotherapy: Theories and Methods/Grunbaum/2018	1		
		Psychology: Modules for Active Learning/Coon/14th ed./2018	1		
		Public Administration : Concepts and Cases/Purohit/2019	1		
		Public Administrations Principle and Practice/Singh/2019	1		

	Public speaking : choices and responsibility/Keith/3rd ed./2020	1		
	Publication manual of the American Psychological Association : the official guide to APA style/American Psychological Association/7th ed./2020	1		
	Python for data science for dummies/Mueller/2nd ed./2019	1		
	Python programming/Abante/2019	1		
	Qualitative dissertation methodology : a guide for research design and methods/Durdella/2019	1		
	Qualitative inquiry at a crossroads : political, performative, and methodological reflections/Denzin/2019	1		
	Qualitative methods in tourism research : theory and practice/Hillman/2018	1		
	Quantitative and statistical data in education : from data collection to data processing/Larini/2018	1		
	Quantitative financial risk management/Miller/2018	1		
	Queer voices from the locker room/Miller/2018	1		
	RAC servicing DOMRAC : intermediate (in compliance with NC II)/3G E-Learning/2019	1		
	RAC Servicing PACU/CRE (Package Type Airconditioning Unit/Commercial Refrigeration Equipment): Advanced/3G E-Learning/2019	1		
	Race and ethnic relations : American and global perspectives/Marger/10th ed./2019	1		
	Race, gender, and culture in international relations : postcolonial perspectives/Persaud/2018	1		
	Race/gender/class/media : considering diversity across audiences, content, and producers/Lind/4th ed./2019	1		
	Radar Technology : Principles and Applications/Campbell/2018	1		
	Radio electronics and engineering/Dunbar/2018	1		

	Rape and resistance understanding the complexities of sexual violation/Alcoff/2018	1		
	Reading Rizal : a literary approach on the study of the life and works/Solmerano/2017	1		
	Readings for writers/McCuen/16th ed./2020	1		
	Readings in Philippine history/Ligan/2018	5		
	Readings in Philippine history/Solmerano/2018	1		
	Readings in the Philippine history/Ariola/2018	1		
	Reconceptualizing libraries : perspectives from the information and learning sciences/Lee/2019	1		
	Records Classification: Concepts, Principles and Methods/Mokhtar/2017	1		
	Records, information and data : exploring the role of record-keeping in an information culture/Yeo/2018	1		
	Redesigning animation : United Productions of America/Bottini/2019	1		
	Regression analysis : a practical introduction/Arkes/2019	1		
	Renewable Energy : An Introduction/Carter/2018	1		
	Renewable energy and climate change/Quaschnig/2nd ed./2019	1		
	Renewable Energy/Nervi/2018	1		
	Renewable Energy: An Introduction/Carter/2018	1		
	Research 1 : qualitative research/Ragma/2019	1		
	Research 2 : quantitative research/Ragma/2019	1		
	Research and thesis writing : outcome based research manual/De Belen/2019	1		
	Research design and method selection : making good choices in the social sciences/Panke/2018	1		
	Research in library and information science/Fox/2018	1		
	Research methodology/Kumar/5th ed./2019	1		

	Research methods and applications for student affairs/Biddix/2018	1		
	Research methods and techniques/Alicay/2014	2		
	Research methods for librarians and educators : practical applications in formal and informal learning environments/Small/2018	1		
	Research methods in early childhood : an introductory guide/Mukherji/3rd ed./2018	1		
	Resources anytime, anywhere : how interlibrary loan becomes resource sharing/Litsey/2017	1		
	Responding to learner diversity and learning difficulties/Conrad/2018	1		
	Rhythm and dance : physical education 2/Quipse/2019	1		
	Risk management and financial institutions/Hull/5th ed./2018	1		
	Risk management for tourism and hospitality management/Maranan/2018	1		
	Rizal: a Modular Approach Based on the New CHED Curriculum/Francisco/2018	1		
	Rizalismo : liberalismo at nasyonalismo mula sa pag-aaral ng kursong Rizal/Banaag/2016	2		
	Robot builder's bonanza/McComb/5th ed./2019	1		
	Robot learning by visual observation/Vakanski/2017	1		
	Robust statistics : theory and methods/Maronna/2018	1		
	Rural people and communities in the 21st century : resilience and transformation/Brown/2nd ed./2019	1		
	Rural Women and Women Empowerment/Gull/2019	1		
	Safety, health, and environmental auditing : a practical guide/Pain/2nd ed./2018	1		
	Schaum's outlines electromagnetics/Nahvi/5th ed./2019	1		

	School counselors as practitioners : building on theory, standards, and experience for optimal performance/ Wines/2019	1		
	School librarianship : past, present, and future/Alman/2017	1		
	Science and Technology in Disaster Risk Reduction in Asia: Potentials and Challenges/Shaw/2018	1		
	Science libraries in the self-service age : developing new services, targeting new users/Hutchinson/2019	1		
	Science stories : science methods for elementary and middle school teachers/Koch/6th ed./2018	1		
	Science, technology and society : a critical approach/Contreras/2018	1		
	Science, technology and society/Aldea/2018	1		
	Science, technology and society/Bueno/2019	2		
	Science, technology and society/De Regla/2019	2		
	Science, technology and society/Doria/2018	2		
	Science, technology and society/Taguiling/2019	2		
	Serving LGBTQ teens : a practical guide for librarians/Houde/2018	1		
	Sexual Orientation and Transgender Issues in Organizations: Towards an Inclusive Human Resource Practice/Buama/2018	1		
	Sexuality now : embracing diversity/Carroll/6th ed./2019	1		
	Shadow libraries : access to educational materials in global higher education/Karaganis/2018	1		
	Shakespeare's language : perspectives past and present/Johnson/2019	1		
	Sign languages: structures and contexts/Hill/2019	1		
	Sikolohistang Pilipino : a study guide for future psychologists and psychometricians/Castro-Kusano/2018	1		

	Skills-based health education/Connolly/2020	1		
	Skirting, table setting and napkin folding/3G E-Learning/2018	1		
	Small public library management/3G E-Learning/2019	1		
	Smart cities cybersecurity and privacy/Rawat/2019	1		
	Soc 6 - introduction to sociology/Benokraitis/2019	2		
	Social media : the academic library perspective/Verishagen/2019	1		
	Social network analytics : computational research methods and techniques/Dey/2019	1		
	Social policy/Dean/3rd ed./2019	1		
	Social psychology/Myers/2019	1		
	Sociology : a brief introduction/Schaefer/13th ed./2019	2		
	Sociology : the essentials/Andersen/9th ed./2019	1		
	Sociology in our times : the essentials/Kendall/11th ed./2018	1		
	Solar shading of buildings/Littlefair/2nd ed./2018	1		
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	Speech acts and clause types : english in a cross-linguistic context/Semund/2018	1		
	Spelling rules, riddles and remedies : advice and activities to enhance spelling achievement for all/Raymond/2nd ed./2019	1		
	Sport and physical education/Black/2019	1		
	SPSS data analysis for univariate, bivariate, and multivariate statistics/Denis/2019	1		
	SPSS statistics : a practical guide/Allen/4th ed./2019	1		

	Standard methods for the examination of water and wastewater/Chambers/2019	1		
	Stars and galaxies/Seeds/10th ed./2019	1		
	State and society in the Philippines/Abinales/2nd ed./2017	1		
	Statistical analysis with R for dummies/Schmuller/2017	1		
	Statistical data cleaning with applications in R/van der Loo/2018	1		
	Statistical process control/Oakland/7th ed./2019	1		
	Statistics : an introduction using R/Wells/2019	1		
	Statistics : learning from data/Peck/2nd ed./2019	1		
	Statistics and probability/Arellano-Sebastian/2018	1		
	Statistics with R : A beginner's guide/Stinerock/2018	1		
	STEAM concepts for infants and toddlers/Baumgart/2018	1		
	Stern's introductory plant biology/Bidlack/14th ed./2018	5		
	Strategic brand management/Rosenbaum-Elliott/4th ed./2018	1		
	Strategic brand management: building, measuring and managing brands/Dixon/2019	1		
	Strategic human resources planning/Belcourt/7th ed./2019	1		
	Structural engineering/Kelly/2019	1		
	Studies in Asian music : a workbook in music (Grade 8)/Palada/2017	1		
	Studies in musical style and form : post-romantic era to 20th century : a workbook in music (Grade 10)/Palada/2017	1		
	Studies in musical style and form : renaissance to romantic era : a workbook in music (Grade 9)/Palada/2017	1		
	Studies in Philippine music : a workbook in music (Grade 7)/Palada/2017	1		

	Style and statistics : the art of retail analytics/Bullard/2017	1		
	Submerged Arc Welding: Beginner (in compliance with NC II)/3G E-Learning/2nd ed./2019	1		
	Successful project management/Gido/7th ed./2018	1		
	Supervisory management : the art of inspiring, empowering, and developing people/Mosley/10th ed./2019	1		
	Supply chain logistics management/Bowersox/5th ed./2020	1		
	Supply chain management for collection services of academic libraries : solving operational challenges and enhancing user productivity/Wang/2017	1		
	Supply chain management/Stark/2019	1		
	Supporting play in early childhood : environment, curriculum, assessment/Sluss/3rd ed./2019	1		
	Supporting successful interventions in schools : tools to plan, evaluate, and sustain effective implementation/Sanetti/2019	1		
	Survey of accounting/Warren/8th ed./2018	1		
	Survey of operating systems/Holcombe/2020	2		
	Sustainable development for public administration/Kokab/2018	1		
	Sustainable energy/Dunlap/2nd ed./2019	1		
	Sustainable environmental engineering/Tang/2019	1		
	Sustainable Landscaping and Building Design/Hart/2019	1		
	Sustainable management of coal preparation/Kumar/2018	1		
	Swift 4 recipes : hundreds of useful hand-picked code snippets/Zafirópulos/2019	1		
	Teacher evaluation as cultural practice : a framework for equity and excellence/Salazar/2019	1		

	Teaching children online : a conversation-based approach/Meskill/2019	1		
	Teaching complex ideas : how to translate your expertise into great instruction/Wentzel/2019	1		
	Teaching outside the box : beyond the deficit driven school reforms/Rahman/2019	1		
	Teaching physical education to children with special educational needs and disabilities/Vickerman/2018	1		
	Teaching poetry : reading and responding to poetry in the secondary classroom/Naylor/2012	1		
	Teaching students with language and communication disabilities/Lane/2019	1		
	Teaching that create assessment-literate learners/McCafferty/2018	1		
	Teaching to individual differences in science and engineering librarianship : adapting library instruction to learning styles and personality characteristics/Williamson/2018	1		
	Technology of machine tools/Krar/2020	1		
	Technology, manufacturing and grid connection of photo-voltaic solar cells/Wang/2018	1		
	Telecommunication technology/3G E-Learning/2019	1		
	Telecommunications essentials/Smith/2019	1		
	Tensorflow for dummies/Scarpino/2018	2		
	Terrorism: an international perspective/Martin/2019	1		
	The 21st century generation : my #1 priority in life/Sisa/2019	2		
	The art of public speaking : lessons from the greatest speeches in history/Hale/2010	1		
	The big book of primary club resources : creative arts/Luton/2019	1		
	The big questions of philosophy/Johnson/2016	1		
	The bioeconomy : delivering sustainable green growth/Viaggi/2018	1		

	The Bloomsbury handbook of literary and cultural theory/Di Leo/2019	1		
	The Bloomsbury introduction to children's and young adult literature/Coats/2018	1		
	The Cambridge handbook of sociocultural psychology/Rosa/2nd.ed./2018	1		
	The child and adolescent learners and learning principles/Corpuz/2018	5		
	The coffee dictionary : an A-Z of coffee, from growing & roasting to brewing & tasting/Colonna-Dashwood/2017	1		
	The Composition of Everyday Life : a guide to writing/Mauk/6th ed./2019	1		
	The contemporary world/Martinez/2018	1		
	The diversity of life/3G E-Learning/2019	1		
	The early years handbook for students and practitioners : an essential guide for the foundation degree and levels 4 and 5/Trodd/2016	1		
	The entrepreneurial mind/3G E-Learning/2018	1		
	The essence of artificial intelligence/Smith/2018	1		
	The ethics of climate change : an introduction/Williston/2019	1		
	The film and media creators' guide to music/Hexel/2019	1		
	The gates of Europe : a history of Ukraine/Plokyh/2017	1		
	The gender affirmative model : an interdisciplinary approach to supporting transgender and gender expansive children/Keo-Meier/2018	1		
	The handbook of classroom discourse and interaction/Markee/2019	1		
	The handbook of contemporary semantic theory/Lappin/2nd ed./2019	1		
	The handbook of language, gender, and sexuality/Ehrlich/2nd ed./2017	1		
	The impact of print-on-demand on academic books/Wilson-Higgins/2018	1		

	The Life and works of Jose Rizal/Obias/2018	1		
	The life and works of Rizal/Ariola/2018	2		
	The literariness of media art/Benthien/2019	1		
	The moral psychology of anger/Cherry/2018	1		
	The nature of matter : understanding the physical world/Ball/2015	1		
	The new public library : design innovation for the twenty-first century/Hille/2019	1		
	The Philippine government and constitution/Sanchez/2017	1		
	The power of art/Lewis/Revised ed./2019	1		
	The power of positive coaching : the mindset and habits to inspire winning results and relationships/Colan/2019	1		
	The power of understanding yourself : the key to self-discovery, personal development, and being the best you/Mitchell/2019	1		
	The principles and processes of interactive design/Steane/2019	1		
	The psychology of sex and gender/Bosson/2019	1		
	The rise of quality assurance in Asian higher education/Shah/2017	1		
	The road to quality control : the industrial application of statistical quality control/Sarasohn/2019	1		
	The science of gymnastics : advanced concepts/Jemni/2nd ed./2018	1		
	The Six Sigma handbook/Pyzdek/5th ed./2018	1		
	The solar system/Seeds/2019	1		
	The teacher and the community, school culture and organizational leadership/Prieto/2019	10		
	The teaching profession/Bilbao/4th ed./2018	5		
	The video games textbook : history, business, technology/Wardyga/2019	1		
	The Wiley handbook of early childhood care and education/Brown/2019	1		

	The Wiley handbook of global educational reform/Saltman/2019	1		
	The Wiley Handbook of Human Computer Interaction, Volumes 1 & 2/Norman/2018	1		
	The Wiley international handbook of educational foundations/Canestrari/2019	1		
	Theatrical design and production : an introduction to scene design and construction, lighting, sound, costume, and makeup/Gillette/8th ed./2020	1		
	Theoretical developments in library and information science/Lal/2019	1		
	Theoretical Perspective on Gender and Development/3G E-Learning/2nd ed./2019	1		
	Theory and methods for sociocultural research in science and engineering education/Kelly/2019	1		
	Theory of automata and formal languages/Kishore/2019	1		
	Theory, Practice and Techniques in Electrical Engineering/3G E-Learning/2018	1		
	Theory, practice and techniques in leadership skills/3G E-Learning/2018	1		
	Theory, Practice and Techniques in Project Management/3G E-Learning/2018	1		
	Thermal power plant control and instrumentation : the control of boilers and HRSG systems/Lindsley/2nd ed./2018	1		
	Things great and small : collections management policies/ Simmon/2018	1		
	Thinking about cybersecurity : from cyber crime to cyber warfare/Rosenzweig/2013	1		
	Thinking critically about child development : examining myths and misunderstandings/Mercer/2020	1		
	Thinking with literature : towards a cognitive criticism/Cave/2018	1		

	Tortora's Principles of anatomy & physiology study guide/Tortora/Global ed./2017	1		
	Tourism : principles and practice/Fletcher/6th ed./2019	1		
	Tourism : the business of hospitality and travel/Cook/2018	1		
	Tourism and religion : issues and implications/Butler/2018	1		
	Tourism Concepts and Principles/Norris/2019	1		
	Transforming the role of the SENCo : achieving the National Award for SEN coordination/Hallett/2nd ed./2017	1		
	Translation and world literature/Bassnett/2019	1		
	Tribology : friction and wear of engineering materials/Hutchings/2nd ed./2017	1		
	Ultimate guide : plumbing /Creative Homeowner Press/4th ed./2017	1		
	Undergraduate analysis : a working textbook/McCluskey/2018	1		
	Understanding and teaching English spelling : a strategic guide/Brown/2019	1		
	Understanding child abuse/Hayes/2018	1		
	Understanding culture, society and politics/Mendoza/2018	1		
	Understanding food : principles and preparation/Brown/6th ed./2019	1		
	Understanding human resources management : a Canadian perspective/Peacock/2020	1		
	Understanding Machine Learning/Nash/2019	1		
	Understanding media and information literacy in the 21st century/Zaporteza/2018	1		
	Understanding motor controls/Herman/4th ed./2020	1		
	Understanding operating systems/McHoes/8th ed./2018	1		
	Understanding research in the digital age/Quinton/2018	1		
	Understanding social problems/Mooney/2019	1		

	Understanding society, culture and politics/Arcilla-Serapio/2016	1		
	Understanding the human person/Buenaflor/2019	1		
	Understanding the Self : a text manual for the 21st century Filipino student/Gutierrez-Ang/2018	2		
	Understanding the self, developing life skills/Magalona/2018	1		
	Understanding the self/Ariola/2018	2		
	Understanding the self/Brawner/2018	1		
	Understanding the self/Frando/2019	2		
	Understanding travel and tours essentials/Lim/Rev. ed./2017	1		
	Understanding the adolescents/Tumaming-Espinol/2018	1		
	Urban mobility and the smartphone : transportation, travel behavior and public policy/Aguilera/2019	1		
	Using financial accounting information : the alternative to debits and credits/Porter/10th ed./2018	1		
	Using virtual worlds in educational settings : making learning real/Jacka/2018	1		
	Using visual data in qualitative research/Banks/2018	1		
	Varieties of resilience : studies in governmentality/Joseph/2018	1		
	Vertebrates : comparative anatomy, function, evolution/Kardong/8th ed./2019	1		
	Video game design : principles and practices from the ground up/Salmond/2019	2		
	Video game development: a career guide/Rhinegold/2019	1		
	Visual anatomy & physiology/Martini/3rd ed./2018	1		
	Voet's principles of biochemistry/Voet/2016	1		
	Wardlaw's perspectives in nutrition/Bredbenner/11th ed./2019	1		
	Waste Electrical and Electronic Equipment Recycling : Aqueous Recovery Methods/Vegliò/2018	1		

	Wastewater treatment and management/Sawyer/2018	1		
	Wastewater treatment concepts and practices/Hogan/2019	1		
	Water and sanitation-related diseases and the changing environment : challenges, interventions, and preventive measures/Selendy/2019	1		
	Water management : Water management social and technological perspectives/Mujtaba/2019	1		
	Water quality monitoring and management : basis, technology and case studies/Li/2019	1		
	Weather and society : toward integrated approaches/Gruntfest/2018	1		
	Web coding & development all-in-one for dummies/McFedries/2018	1		
	Web programming and Internet technologies : an E-commerce approach/Scobey/2nd ed./2018	1		
	Welder/Sethi/2019	1		
	Welding : skills, processes, and practices level 2/Jeffus/2019	1		
	Welding Skills/3G E-Learning/2nd ed./2019	1		
	Welfare and development of women/Bello/2019	1		
	Wetting : theory and experiments, 2 Volume Set/Ruckenstein/2019	1		
	What is epistemology?/Hetherington/2019	1		
	What really works with exceptional learners/Murawski/2017	1		
	Why demography matters/Dorling/2018	1		
	Why should we obey the law?/Klosko/2019	2		
	Wind energy : renewable energy and the environment/Nelson/3rd ed./2019	1		
	Wireless Networks and Communications/Colon/2019	1		
	Women across cultures : a global perspective/Burn/2019	1		
	Women and dictionary-making : gender, genre, and English language lexicography/Russell/2018	1		

	Women empowerment and trafficking (Vol 1 and 2)/Daga/2018	1		
	Working as a data librarian : a practical guide/Johnson/2019	1		
	Working with library collections : an introduction for support staff/Keeler/2017	1		
	World dance cultures : from ritual to spectacle/Beaman/2018	1		
	World literature, transnational cinema, and global media : towards a transartistic commons/Stam/2019	1		
	Write & wrong : writing within criminal justice : student workbook/Ferree/2nd ed./2018	1		
	Writing back--reading forward : reconsidering the postcolonial approach/Zander/2019	1		
	Writing effectively in print and on the web : a practical guide for librarians/Blakiston/2019	1		
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Section VIII. Bidding Forms

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Bid Form

APPENDIX "1"

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

BID FORM

Date: _____

Project Identification No. : ITB No. 2020-13/Goods

To: **University of Southeastern Philippines (USEP)**
Obrero Campus, Davao 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 of agent
Amount and Purpose of Commission or gratuity
Currency

(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 authorize 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.

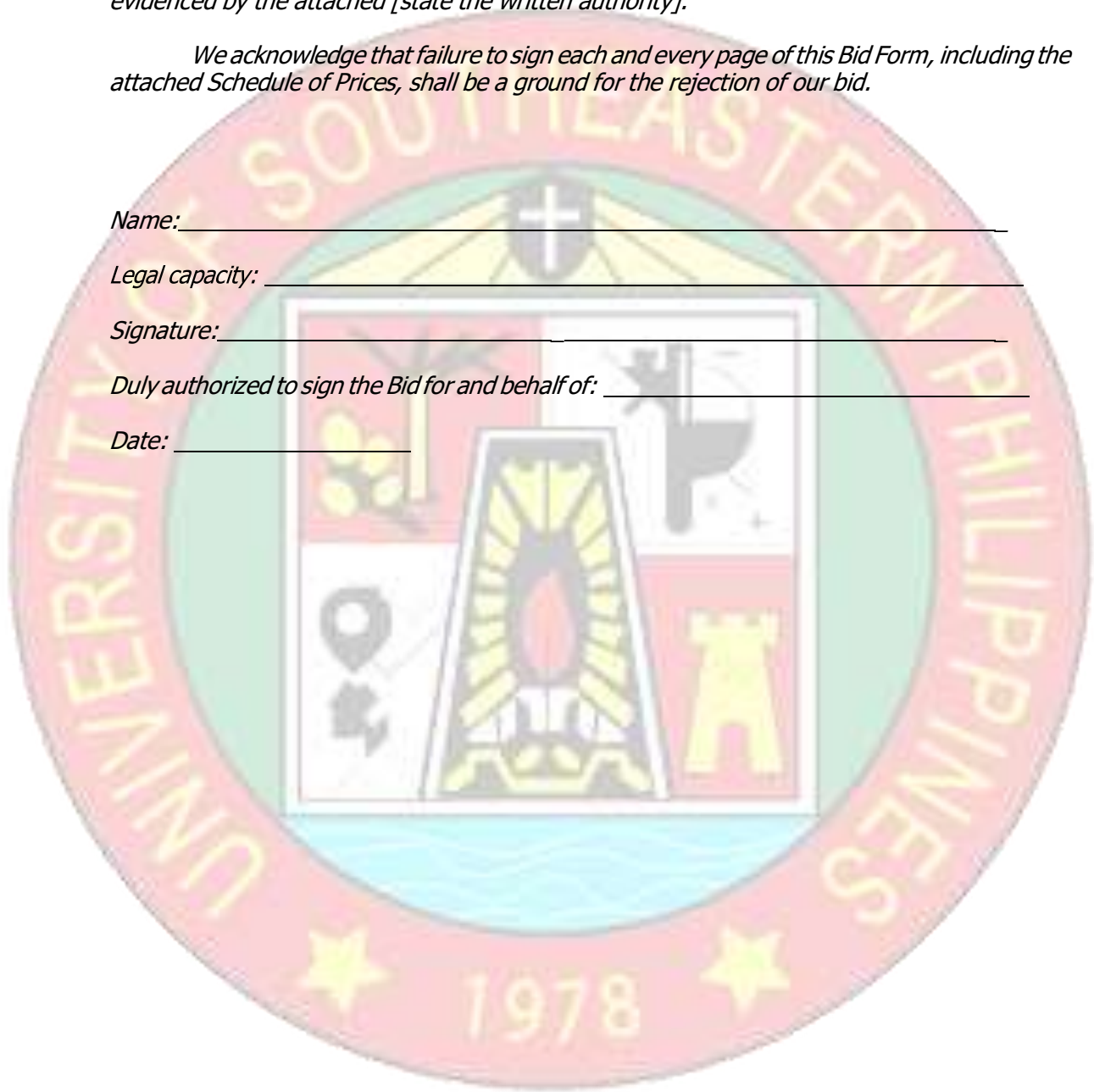
Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____



Schedule of Prices (For Goods Offered from Abroad)

For Goods Offered From Abroad

Name of Bidder : _____

Invitation to Bid : _____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIF 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)
							Total	

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Schedule of Prices (For Goods Offered from within the Philippines)

For Goods Offered From Within the Philippines

Name of Bidder : _____

Invitation to Bid : _____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance 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)
								Total	

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

**Statement of all On-going Government & Private Contracts Including
Contracts Awarded But Not Yet Started**

THE NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME AND ADDRESS	KINDS OF GOODS SOLD	A. AMOUNT OF CONTRACT B. VALUE OF OUTSTANDING CONTRACTS
				Total	

Statement of Single Largest Completed Contract Similar to the Contract to be Bid within the Last Five (5) Years (prior to the deadline for submission and receipt of bid)

THE NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME AND ADDRESS	KINDS OF GOODS SOLD	AMOUNT OF COMPLETED CONTRACT (adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement)	DATE OF DELIVERY

This form shall be supported with any of the following:

- a. **Certificate of Acceptance**, or
- b. **Official Receipt/s**, or
- c. **Sales Invoice**.

NOTE: The bidder's completed projects must have a single contract similar to the contract to be bid whose value must be at least 50% of the ABC

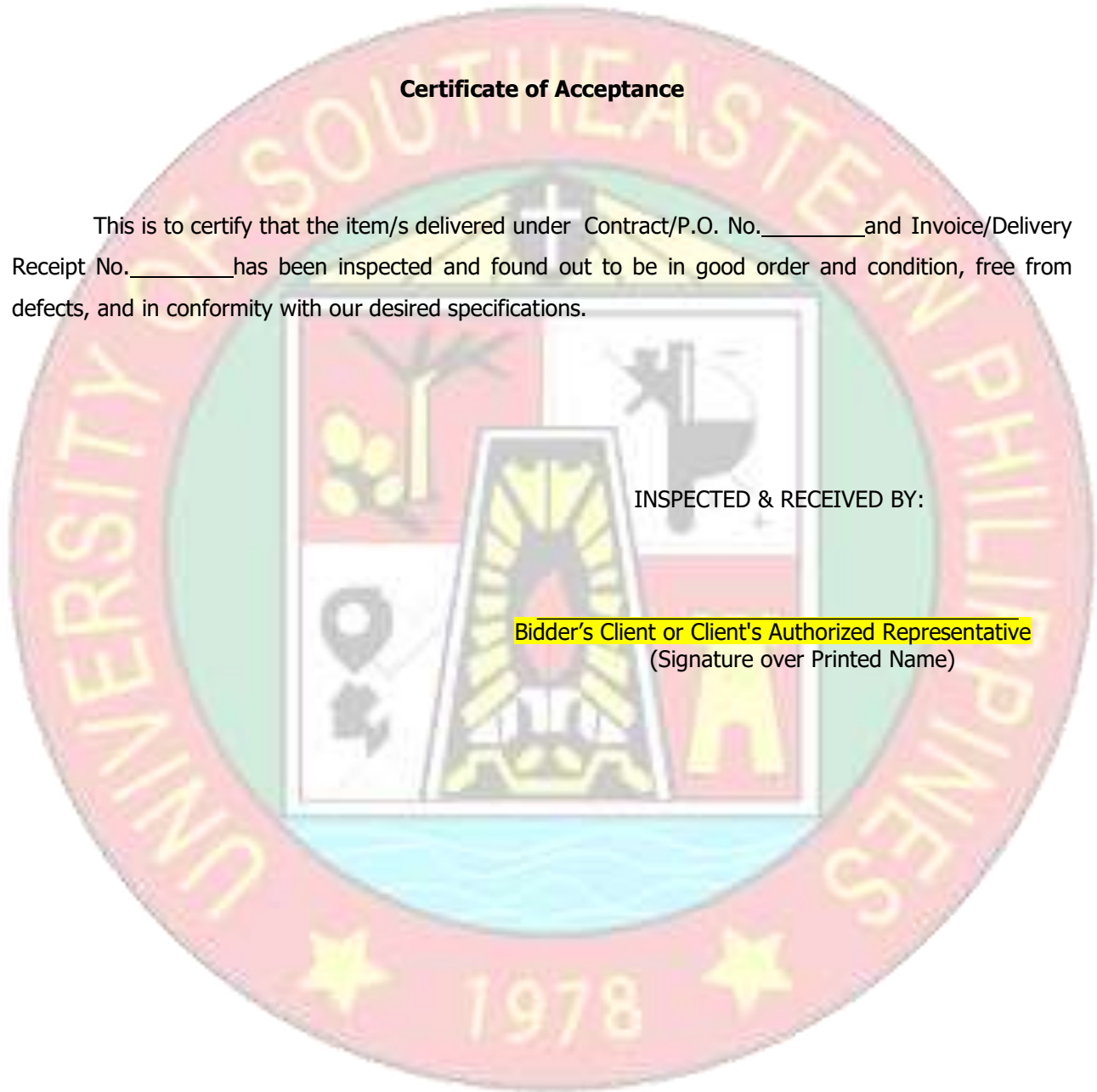
"Sample Certificate of Acceptance from Previous Clients"
(For Completed Contracts)

Certificate of Acceptance

This is to certify that the item/s delivered under Contract/P.O. No. _____ and Invoice/Delivery Receipt No. _____ has been inspected and found out to be in good order and condition, free from defects, and in conformity with our desired specifications.

INSPECTED & RECEIVED BY:

Bidder's Client or Client's Authorized Representative
(Signature over Printed Name)



Compliance with Section VI. Schedule of Requirements

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

Item Nos	Unit	Item Description	ABC per item	Delivered, Calendar Days
1	lot	Procurement of Various Titles of Books Note: Please see attached separate list of titles of Books (1,033 titles) & (1,146 volumes) ***nothing follows***	PhP 6,246,530.00	30 CD
TOTAL ABC			PhP. 6,246,530.00	

I hereby certify to comply and deliver all the above requirements.

Bidder's Name : _____
 Authorized Representative : _____
 (Name & Signature)
 Date : _____

Compliance with Section VII. Technical Specifications

Section VII. Technical Specifications

<p style="text-align: center;">Specification</p>	<p>Statement of Compliance 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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid</p>	
<p>Procurement of Various Titles of Books for ULRC of USEP, Obrero Campus, Davao City</p>		
<p>Technical Specifications:</p>	<p>REMARKS</p>	
	<p>Procurement of Various Titles of Books Note: Please see attached separate list of titles of Books (1,033 titles) & (1,146 volumes)</p>	

I hereby certify to comply and deliver all the above requirements.

Bidder's Name : _____

Authorized Representative : _____
 (Name and Signature)

Date : _____

Standard Form Number: SF-GOOD-14
 Revised on: May 24, 2004

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

NFCC Computation

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(15) x (Current assets minus current liabilities)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

NFCC = P _____

Note: The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

Submitted by:

 Bidder's Authorized Representative
 (Signature over Printed Name)

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 20__ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part; THIS AGREEMENT made the day of _____ 20__ between University of Southeastern Philippines of Davao City, Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

[Insert Name and Signature] [Insert Signatory's Legal Capacity] for: [Insert Procuring Entity]
[Insert Name and Signature] [Insert Signatory's Legal Capacity] for: [Insert Name of Supplier]

[Insert Name and Signature]	[Insert Name and Signature]
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]
for:	for:
[Insert Procuring Entity]	[Insert Name of Supplier]

Acknowledgement

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

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

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **Procurement of Various Titles of Books for ULRC of USEP, Obrero Campus, Davao City, 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 **Procurement of Various Titles of Books for ULRC of USEP, Obrero Campus, Davao City** 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;

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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the **Procurement of Various Titles of Books for ULRC of USEP, Obrero Campus, Davao City.**
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.

Bidder's Representative/Authorized Signatory
[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Bank Guarantee Form for Advance Payment

To: **UNIVERSITY OF SOUTHEASTERN PHILIPPINES**
Obrero Campus, Davao City

Project Title : Procurement of Various Titles of Books for ULRC of USeP, Obrero Campus, Davao City

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[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.

X.....X

Bid Securing Declaration Form

Invitation to Bid : Procurement of Educational E-Resources for ULRC of USEP, Obrero Campus, Davao City

To: UNIVERSITY OF SOUTHEASTERN PHILIPPINES
Obrero Campus, Davao 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 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 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;
 - (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.

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'S 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 _____



Performance Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S
X.....X

PERFORMANCE SECURING DECLARATION

Invitation to Bid: Procurement of Various Titles of Books for ULRC of USEP, Obrero Campus, Davao City

To: UNIVERSITY OF SOUTHEASTERN PHILIPPINES
Obrero Campus, Davao City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - (a) issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - (b) replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

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'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

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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 no. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____, 2020.


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 _____



Certificate from Insurance Commission to be Attached to the Surety Bond

SAMPLE ONLY:


Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila

CERTIFICATION

This is to Certify that _____ is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as **FIRE, MARINE, CASUALTY and SURETY** under Certificate of Authority Number _____ effective _____, unless sooner revoked or suspended for cause.

It is certified, moreover, that _____ is likewise authorized under _____ to underwrite and issue Performance Bonds, Surety Bonds, and Bidders Bonds, **callable on demand** in favor of various agencies and instrumentalities of the government pursuant to **Revised Implementing Rules and Regulations of R.A. 9184** and that the company certifies to us that _____ denominated as _____ was issued to _____ in favor of the **DAVAO CITY WATER DISTRICT** in the amount of _____ will submit a Bid for the _____, and photocopy of said bond is extant in the records of the Regulation Division of this Commission.

This Certification is issued upon the request of _____, pursuant to Section 39.2 (c) of the Revised Implementing Rules and Regulations of R.A. 9184.

Issued on this ___ day of _____
City of Manila, Philippines.

For the Insurance Commissioner:

Disclaimer: This Bidding Checklist serves as guide of the prospective bidders in the preparation and submission of the bidding documents. This checklist does not substitute the provisions in the Bidding Documents. In the event of discrepancy between the bidding checklist on one hand and the Contract Agreement, BDS, ITB, Addenda to the Bidding Documents, SCC, GCC, Specifications, BOQ, and Drawings on the other hand, the latter shall prevail. The prospective bidders shall carefully examine all of the Bidding Documents. The DCWD shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective

BIDDING CHECKLIST

Procurement of Various Titles of Books for ULRC of USEP, Obrero Campus, Davao City (ABC: PHP 6,246,530.00)

TECHNICAL PROPOSAL / ELIGIBILITY REQUIREMENTS **"FIRST ENVELOPE" (marked "Envelope No. 1")**

ELIGIBILITY DOCUMENTS

1. PhilGEPS Certificate of Registration and Membership including Annex "A" (under Platinum category):

➤ **Or, Class "A" Documents**

- a) **Registration Certificate** from SEC, DTI, or CDA;
- b) **Mayor's/Business Permit (2020)** 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. In cases of recently expired Mayor's/Business permits, the **2019 Mayor's/Business Permit shall be accepted together with the official receipt** as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit;

Pursuant to GPPB Resolution 09-2020:

Admissibility of Alternative Documents: Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of Business or Mayor's permit after award of contract but before payment.

- c) **Tax Clearance** per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR, **valid at the time of bid opening;**
 - d) Latest **Audited Financial Statements (2019).**
- **Or, a combination thereof** (in case one of the Class "A" documents as listed in Annex "A" had already expired at the time of bid opening, then **the Bidder shall submit an updated Class "A" documents together with the PhilGEPS Certificate of Registration and Membership including Annex "A" (under Platinum category).**

*Note: In case of **Joint Venture**, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration or its substitute documents as provided above. (The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all its Ongoing contracts and Audited Financial Statements.)*

- 2 **Statement of All On-going Government and Private Contracts including Contracts awarded but not yet started.** (Refer to Section VIII. Bidding Forms)
- 3 **Statement of Single Largest Completed Contract similar to the contract to be bid within the Last Five (5) Years** (prior to the deadline for submission and receipt of bids). (Refer to Section VIII. Bidding Forms)

Supported with:

- a. **Certificate of Acceptance or Official Receipt/s or Sales Invoice**

***The bidder must have completed a single contract similar to the contract to be bid Procurement of Various Titles of Books for ULRC of USEP, Obrero Campus, Davao City whose value must be at least 50% of the ABC or PhP 3,123,265.00.**

- 4) Prospective Bidder's computation of its **Net Financial Contracting Capacity (NFCC)**, (Refer to Section VIII. Bidding Forms) or a **committed Line of Credit from a Universal or Commercial Bank**, in lieu of NFCC computation;

Class "B" Documents

- 1) If applicable, a **valid 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.

TECHNICAL DOCUMENTS

1. Bid Security

- (a) **Bid Securing Declaration**, specific to the contract to be bid. (Refer to Section VIII. Bidding Forms); or

Pursuant to GPPB Resolution 09-2020:

Admissibility of Alternative Documents: Unnotarized Bid Securing Declaration.

- (b) **PhP 124,930.60** (2% of ABC), if bid security is in cash, or cashier's / manager's check issued by a Universal or Commercial Bank; or
- (c) **PhP 124,930.60** (2% of ABC), if bid security is in bank draft / guarantee or irrevocable letter of credit issued by a Universal or Commercial bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or
- (d) **PhP 312,326.50** (5% of ABC), if bid security is in Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. **Attach Insurance Commission Certification specific to the contract to be bid.** (Refer to Section VIII. Bidding Forms)

2. **Conformity with Technical Specifications**, as enumerated and specified in Sections VI and VII of the Bidding Documents, submit the following:

- (a) **Compliance with Section VI. Schedule of Requirements** (refer to Section VIII. Bidding Forms);
- (b) **Compliance with Section VII. Technical Specifications** (refer to Section VIII. Bidding Forms), supported with the following:

- b.1. Original or computer-generated copy of original brochures / manufacturer's un-amended sales literature / unconditional statements of specification and compliance issued by the manufacturer / samples / independent test data, etc., as appropriate;
 - b2 Certification that the supplier has at least one (1) competent, trained and experienced personnel assigned to the project during the implementation period and the warranty period;
 - b3 Certification from the manufacturer that the assigned personnel is qualified to install, commission and test the product.
3. **Omnibus Sworn Statement** by the prospective bidder or its duly authorized representative. *(Refer to Section VIII. Bidding Forms);*
- Pursuant to GPPB Resolution 15-2020:**
- Admissibility of Alternative Documents: Unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract but before payment.**
4. For foreign bidders claiming eligibility 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 their government procurement activities for the same item or product.

FINANCIAL PROPOSAL

"SECOND ENVELOPE" (marked "Envelope No. 2")

- 1) Financial Proposal Submission Sheet:
- **Financial Bid Form**, which includes bid prices and the applicable **Schedule of Prices**, in accordance with **ITB** Clauses 15.1 and 15.4. *(Refer to Section VIII. Bidding Forms);*
 - If the Bidder claims preference as a Domestic Bidder, a **certification from the DTI** issued in accordance with **ITB** Clause 27.

