



PHILIPPINE BIDDING DOCUMENTS

Subscription of Printed Journals for the University Library System

284-23-PB

May 2023

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Glossary of Acronyms, Terms, and Abbreviations

ABC. Approved Budget for the Contract.

BAC. Bids and Awards Committee.

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

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

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

BIR. Bureau of Internal Revenue.

BSP. Bangko Sentral ng Pilipinas.

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

CDA. Cooperative Development Authority.

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

CIF. Cost Insurance and Freight.

CIP. Carriage and Insurance Paid.

CPI. Consumer Price Index.

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

DTI. Department of Trade and Industry.

EXW. Ex works.

FCA. “Free Carrier” shipping point.

FOB. “Free on Board” shipping point.

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

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

GFI. Government Financial Institution.

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

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

GOP. Government of the Philippines.

GPPB. Government Procurement Policy Board.

INCOTERMS. International Commercial Terms.

Infrastructure Projects. Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs. Local Government Units.

NFCC. Net Financial Contracting Capacity.

NGA. National Government Agency.

PhilGEPS. Philippine Government Electronic Procurement System.

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

PSA. Philippine Statistics Authority.

SEC. Securities and Exchange Commission.

SLCC. Single Largest Completed Contract.

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



Section I. Invitation to Bid

1. The *BICOL UNIVERSITY-University Library System*, through the Corporate Budget for approved by the Board of Regents (F-05) intends to apply the sum of *Three Million Eight Hundred Eighty-two Thousand Four Hundred Twenty & 00/100 Pesos (PHP3,882,420.00)* being the Approved Budget for the Contract (ABC) for the *Subscription of Printed Journals for the University Library System*.
2. The *BICOL UNIVERSITY* now invites bids for the above Procurement Project-*Subscription of Printed Journals for the University Library System*. . Partial bids shall not be allowed. Bids received in excess of the ABC shall be automatically rejected at bid opening.
3. Delivery of the Goods is required *Thirty (30) calendar days after receipt of Notice to Proceed (NTP)*. Bidders should have completed a contract similar to the Project within the last years (5) years. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. 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”.
5. 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 and subject to Commonwealth Act 138.
6. A complete set of Bidding Documents may be purchased by interested Bidders on *May 24-June 13, 2023* from the address below upon payment of the non-refundable fee of ***Five Thousand Pesos Only (PhP5,000.00)***.

Account Name	BU-STF (F-164)
Account Number	0132-0265-48

7. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through electronic means* by depositing payments for the bidding documents directly to the Bicol University LBP Account, and transmittal of scanned bank verified deposit slip for the issuance of Official Receipt; Bank Account details are as follows:
8. The *BICOL UNIVERSITY* will hold a Pre-Bid Conference for this project on *June 1, 2023 1:00 P.M.* at *PRMO Conference Room, 2/F A.P. Bonto Bldg., Bicol University Main Campus, Legazpi City*.
9. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before June 13, 2023, 12:30 P.M. Late bids shall not be accepted.

10. Bid opening shall be on June 12, 2023, 1:00 P.M. at the PRMO Conference Room, 2/F A.P. Bonto Bldg., Bicol University Main Campus, Legazpi City. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
11. Authorization letter with copy of ID shall be required for the personnel of the bidder who will purchase bidding documents and submit bid proposals for the project;
12. The *BICOL UNIVERSITY* reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please contact *The BAC Secretariat Office, Bicol University, Legazpi City 4500, Telefax: (052) 742-5922, university-bac@bicol-u.edu.ph*.
14. You may visit the following websites:

For downloading of Bidding Documents: <http://bicol-u.edu.ph/bu/goods>

MA. JULIETA B. BORRES
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *BICOL UNIVERSITY* wishes to receive Bids for the *Subscription of Printed Journals for the University Library System* with identification number **284-23-PB**.

The Procurement Project (referred to herein as “Project”) is composed of *128 items*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

1. The GOP through the source of funding as indicated below for *Corporate Budget approved by the Board of Regents* in the amount of *Three Million Eight Hundred Eighty-two Thousand Four Hundred Twenty & 00/100 Pesos (PHP3,882,420.00)*.
2. The source of funding is: NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The *procuring entity* will hold a Pre-Bid Conference for this project on *June 1, 2023 1:00 P.M.* at *PRMO Conference Room, 2/F A.P. Bonto Bldg., Bicol University Main Campus, Legazpi City.*

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
3. Any bid exceeding the ABC indicated in paragraph 2 of the **IB** shall not be accepted.
4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

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

13. Bid and Payment Currencies

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

14. Bid Security

- 1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 2. The Bid and bid security shall be valid until *October 11, 2023*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 9 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

4. The Project shall be awarded as follows: One Project having several items, which shall be awarded as separate contracts per item.
5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <i>Subscription of Printed Journals for the University Library System.</i></p> <p style="margin-left: 40px;">b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>Legazpi City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, OR any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>
15	<p>Each Bidder shall submit <i>ONE (1) ORIGINAL</i> and <i>TWO (2) DUPLICATE</i> copies of the first and second components of its bid. <i>Each set shall be properly fastened with tabbing for each requirement.</i></p> <p>Bid shall be sealed and arranged in accordance with the Diagram on last page.</p> <p>The bid envelope shall be marked as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">NAME AND ADDRESS OF THE BIDDER IN CAPITAL LETTERS Contact Number</p> <p style="text-align: center;">NAME OF THE CONTRACT TO BE BID IN CAPITAL LETTERS (CONTRACT REFERENCE NUMBER)</p> <p style="text-align: center;">BICOL UNIVERSITY Bids and Awards Committee</p> <p style="text-align: center;">“DO NOT OPEN BEFORE...” the date and time for the opening of bids</p> </div>
19.4	<p>The Project shall be awarded as follows:</p> <p>One Project having several items, which shall be awarded as separate contracts per item, see attached listing.</p>
20.2	<i>No additional requirements.</i>
21.2	<i>No additional requirements.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered - <i>Legazpi City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <i>Unit Supply Officer/Project Inspector</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements or as maybe deemed appropriate by the implementing unit:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	<p>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>

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three (3) years*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *one (1) month* of placing the order.

Packaging –

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

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

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

- Name of the Procuring Entity
- 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.

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>No partial payment is allowed.</i>
4	The inspections and tests that will be conducted are: <i>None required.</i>

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 No.	Description	Quantity	Total	Delivered, Weeks/Months
				<i>Bidders must state here either "Comply" or "Not Comply" with the delivery period against each item in the bid.</i>
				One (1) Year Subscription Period
	Subscription of Printed Journals, see listing below (128 titles)			

_____ [signature] _____ [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</i></p>
	<p><i>Subscription of Printed Journals for the University Library System, see below listing (128 titles)</i></p>	

_____ [signature] _____ [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Printed Journals for ULS

Item	Item Description	Frequency	No. of Issue/Year	Qty.	ABC
1	AJN American Journal of Nursing(LWW)	Monthly	12	1	9,200.00
2	American Journal of Physics (AAPT)	Monthly	12	1	22,200.00
3	Applied Nursing Research(EVR)	Bi-monthly	6	1	42,750.00
4	Architectural Digest	Monthly	12	1	7,200.00
5	Architectural Record	Monthly	12	1	8,200.00
6	Asia Pacific Journal of Education(T&F)	Quarterly	4	1	35,400.00
7	Asian Development Reviews(MIT)	Semi-annual	2	1	7,700.00
8	Asian Economic Papers(MIT)		3	1	8,300.00
9	Astronomy	Monthly	12	1	7,200.00
10	Astronomy Now	Monthly	12	1	11,430.00
11	Cancer Nursing(LWW)	Bi-monthly	6	1	23,600.00
12	CIN: Computers, Informatics, Nursing(LWW)	Quarterly	4	1	13,400.00
13	Communication Education(T&F)	Quarterly	4	1	23,400.00
14	Comparative Literature Studies (JHU)	Quarterly	4	1	7,400.00
15	Comparative Literature(DUP)	Quarterly	4	1	7,400.00
16	Critical Care Medicine (LWW)	Monthly	12	1	68,040.00
17	Discover		10	1	8,000.00
18	Education Digest		9	1	7,900.00
19	Education Finance and Policy (MIT)	Quarterly	4	1	20,400.00
20	English Education (with NCTE membership)	Quarterly	4	1	10,400.00
21	English Language Notes(DUP)	Semi-annual	2	1	6,200.00
22	English Teaching Forum	Quarterly	4	1	3,400.00
23	Families, Systems & Health(APA)	Quarterly	4	1	28,400.00
24	Family & Community Health(LWW)	Quarterly	4	1	22,400.00
25	Information Today (Information Today Inc.)		9	1	14,000.00
26	International Journal of Adult Education and Technology(IGI)	Quarterly	4	1	30,400.00
27	International Journal of Applied Evolutionary Computation(IGI)	Quarterly	4	1	35,400.00
28	International Journal of Applied Logistics(IGI)	Quarterly	4	1	35,400.00
29	International Journal of Big Data Intelligence & Applications (IGI)	Quarterly	4	1	32,200.00
30	International Journal of Computer-Assisted Language Learning and Teaching(IGI)	Quarterly	4	1	30,400.00
31	International Journal of Corporate Finance and Accounting(IGI)	Semi-annual	2	1	35,200.00
32	International Journal of Customer Relationship Marketing & Management(IGI)	Quarterly	4	1	35,400.00
33	International Journal of Data Analytics(IGI)	Semi-annual	2	1	32,200.00
34	International Journal of Data Warehousing and Mining(IGI)		4	1	35,400.00

35	International Journal of Disaster Response and Emergency Management(IGI)	Semi-annual	2	1	35,200.00
36	International Journal of Distance Education Technologies(IGI)	Quarterly	4	1	30,400.00
37	International Journal of Early Years Education(T&F)	Quarterly	4	1	53,400.00
38	International Journal of E-Business Research(IGI)	Quarterly	4	1	35,400.00
39	International Journal of Electronic Government Research(IGI)	Quarterly	4	1	35,400.00
40	International Journal of Electronics, Communications and Measurement Engineering(IGI)	Semi-annual	2	1	35,200.00
41	International Journal of Energy Optimization and Engineering(IGI)	Quarterly	4	1	35,400.00
42	International Journal of Enterprise Information System(IGI)	Quarterly	4	1	35,400.00
43	International Journal of Fuzzy Systems Applications(IGI)	Quarterly	4	1	35,400.00
44	International Journal of Game-Based Learning(IGI)	Quarterly	4	1	30,400.00
45	International Journal of Human Capital and Information Technology Professionals(IGI)	Quarterly	4	1	35,400.00
46	International Journal of Information and Communication Technology Education(IGI)	Quarterly	4	1	30,400.00
47	International Journal of Information Technologies and Web Engineering(IGI)	Quarterly	4	1	40,400.00
48	International Journal of Innovative Teaching and Learning in Higher Education(IGI)	Quarterly	4	1	30,400.00
49	International Journal of Intelligent Information Technologies(IGI)	Quarterly	4	1	35,400.00
50	International Journal of Mobile and Blended Learning(IGI)	Quarterly	4	1	30,400.00
51	International Journal of Online Marketing(IGI)	Quarterly	4	1	35,400.00
52	International Journal of Project Management and Productivity Assessment(IGI)	Semi-annual	2	1	35,200.00
53	International Journal of Public and Private Perspectives on Healthcare, Culture and the Environment(IGI)	Semi-annual	2	1	35,200.00
54	International Journal of Research in Marketing(EVR)	Quarterly	4	1	20,400.00
55	International Journal of Responsible Leadership and Ethical Decision-Making(IGI)	Semi-annual	2	1	37,200.00
56	International Journal of Risk and Contingency Management(IGI)	Quarterly	4	1	35,400.00
57	International Journal of Semiotics and Visual Rhetoric(IGI)	Semi-annual	2	1	40,200.00
58	International Journal of Smart Education and Urban Society(IGI)	Quarterly	4	1	30,400.00
59	International Journal of Smart Vehicles and Smart Transportation(IGI)	Semi-annual	2	1	35,200.00
60	International Journal of Surface Engineering and Interdisciplinary Materials Science(IGI)	Semi-annual	2	1	40,200.00
61	International Journal of Sustainable Economies Management(IGI)	Quarterly	4	1	35,400.00

62	International Journal of Sustainable Entrepreneurship and Corporate Social Responsibility(IGI)	Semi-annual	2	1	40,200.00
63	International Journal of Teacher Education and Professional Development(IGI)	Semi-annual	2	1	30,200.00
64	International Journal of Vegetable Science(T&F)	Bi-monthly	6	1	29,600.00
65	International Journal of Web-Based Learning and Teaching Technologies(IGI)	Quarterly	4	1	30,400.00
66	JAMA Internal Medicine	Monthly	12	1	36,200.00
67	JOGNN-Journal of Obstetric, Gynecologic & Neonatal Nursing(EVR)	Monthly	12	1	57,500.00
68	Journal of Accounting Education(EVR)	Monthly	12	1	38,500.00
69	Journal of Agricultural & Food Information(T&F)	Quarterly	4	1	23,400.00
70	Journal of Applied Aquaculture(T&F)	Quarterly	4	1	35,400.00
71	Journal of Civil Engineering Education (ASCE)	Quarterly	4	1	78,000.00
72	Journal of Database Management (IGI)	Quarterly	4	1	40,400.00
73	Journal of Emergency Nursing(EVR)	Bi-monthly	6	1	23,600.00
74	Journal of Hospice & Palliative Nursing(LWW)	Bi-monthly	6	1	17,600.00
75	Journal of Information Technology Research (IGI)	Quarterly	4	1	40,400.00
76	Journal of International Management (EVR)	Quarterly	4	1	18,620.00
77	Journal of Motor Learning and Development(HK)		3	1	20,300.00
78	Journal of Pediatric & Adolescent Gynecology(EVR)	Bi-monthly	6	1	45,600.00
79	Journal of Purchasing and Supply Management (EVR)		5	1	20,500.00
80	Journal of Small Business Management(T&F)	Bi-monthly	6	1	30,600.00
81	Journal of Social Entrepreneurship(T&F)		3	1	22,300.00
82	Journal of Teaching in Physical Education(HK)	Quarterly	4	1	20,400.00
83	Language Arts (with NCTE membership)	Bi-monthly	6	1	10,600.00
84	Livestock Science: An International Journal(EVR)		5	1	93,500.00
85	Machine Design (Penton Media)	Monthly	12	1	10,200
86	MCN: The American Journal of Maternal Child Nursing(LWW)	Bi-monthly	6	1	15,600.00
87	Motor Control(HK)	Quarterly	4	1	20,400.00
88	National Geographic	Monthly	12	1	6,800.00
89	New Literary History (JHU)	Quarterly	4	1	7,400.00
90	New Scientist	Weekly	51	1	21,000.00
91	Nursing Research(LWW)	Bi-monthly	6	1	24,600.00
92	Official Gazette (2021)	Weekly	52	1	17,000.00
93	Philippine Law Journal (2018)	Semi-annual	2	1	2,300.00
94	Physics Teacher, The (AAPT)		9	1	21,900.00
95	Public Affairs Quarterly(UIP)	Quarterly	4	1	10,400.00
96	Public Budgeting & Finance(WILEY)	Quarterly	4	1	18,400.00
97	Public Integrity(T&F)	Bi-monthly	6	1	24,600.00

98	Public Performance & Management Review(T&F)	Bi-monthly	6	1	30,600.00
99	Research in Dance Education(T&F)		3	1	25,300.00
100	Research in the Teaching of English (with NCTE membership)	Quarterly	4	1	10,400.00
101	Science & Children (NSTA)		9	1	12,900.00
102	Scientific American	Monthly	12	1	6,600.00
103	Sport Management Education Journal(HK)	Semi-annual	2	1	20,400.00
104	Strategy + Business	Quarterly	4	1	5,400.00
105	Teaching and Learning in Nursing(EVR)	Quarterly	4	1	15,400.00
106	The High School Journal (UNC)	Bi-monthly	6	1	7,600.00
107	The Journal of Agricultural Education and Extension(T&F)		5	1	38,500.00
108	The Journal of Architecture(T&F)		8	1	86,800.00
109	The Journal of Economic Education(T&F)	Quarterly	4	1	18,400.00
110	The Journal of Education Finance(UIP)	Quarterly	4	1	9,400.00
111	The Journal of Human Resources(UWP)	Quarterly	4	1	14,400.00
112	The Journal of Legal Studies (UCP)	Semi-annual	2	1	7,200.00
113	The Journal of Perinatal & Neonatal Nursing(LWW)	Quarterly	4	1	20,400.00
114	The Review of Economics and Statistics (MIT)	Quarterly	4	1	11,400.00
115	The Sport Psychologist(HK)	Quarterly	4	1	20,400.00
116	Fisheries Management and Ecology(WILEY)	Bi-monthly	6	1	23,840.00
117	Chemical Engineering Science(EVR)		18	1	110,115.00
118	Journal of Construction Engineering & Management (ASCE)	Monthly	12	1	135,000.00
119	Journal of Fluids Engineering (ASME)	Monthly	12	1	57,950.00
120	Journal of Geotechnical & Geoenvironmental Engineering (ASCE)	Monthly	12	1	135,000.00
121	Journal of International Accounting, Auditing and Taxation(EVR)	Quarterly	4	1	47,500.00
122	Journal of Mechanical Design (ASME)	Monthly	12	1	57,950.00
123	Journal of Mechanism & Robotics (ASME)	Bi-monthly	6	1	57,950.00
124	Journal of Pediatric Nursing(EVR)	Bi-monthly	6	1	48,000.00
125	Journal of Public Affairs Education(T&F)	Quarterly	4	1	14,500.00
126	Journal of Tribology (ASME)	Monthly	12	1	49,500.00
127	Journal of Urban Planning & Development (ASCE)	Quarterly	4	1	62,500.00
128	Management Accounting Research(EVR)	Quarterly	4	1	46,575.00

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <u>and</u>
<input type="checkbox"/>	b. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, <u>and</u>
<input type="checkbox"/>	c. Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; <u>and</u>
<input type="checkbox"/>	d. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>	
<input type="checkbox"/>	f. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
<input type="checkbox"/>	g. Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; <u>and</u>
<input type="checkbox"/>	h. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
<input type="checkbox"/>	i. Conformity with the Technical Specifications (Section VII);
<input type="checkbox"/>	j. Conformity with the Schedule of Requirements (Section VI);
<input type="checkbox"/>	k. Original duly signed Omnibus Sworn Statement (OSS); <u>and</u> if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<u>Financial Documents</u>	
<input type="checkbox"/>	l. The Supplier’s Income Tax Return (ITR) and Audited Financial Statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <u>and</u>
<input type="checkbox"/>	m. The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC); <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

<input type="checkbox"/>	n. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <u>or</u> 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.
<i>Other documentary requirements under RA No. 9184 (as applicable)</i>	
<input type="checkbox"/>	o. <i>[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]</i> Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
<input type="checkbox"/>	p. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25. FINANCIAL COMPONENT ENVELOPE

<input type="checkbox"/>	a. Original of duly signed and accomplished Financial Bid Form; <u>and</u>
<input type="checkbox"/>	b. Original of duly signed and accomplished Price Schedule(s).

Date : _____
Project Identification No. : 284-23-PB

To: **BICOL UNIVERSITY, LEGAZPI 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 ***Subscription of Printed Journals for the University Library System*** 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.

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Date: _____

For Goods Offered From Within the Philippines
Subscription of Printed Journals for the University Library System

Name of Bidder _____

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)

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

NET FINANCIAL CONTRACTING CAPACITY (NFCC)
Subscription of Printed Journals for the University Library System

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.

		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 = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = 15 for a contract duration of one year or less

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

 Name of Supplier / Distributor / Manufacturer

 Signature of Authorized Representative
 Date : _____

NOTE:

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

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

Dr. BABY BOY BENJAMIN D. NEBRES, III
President, Bicol University
Legazpi City

CONTRACT/PROJECT : *Subscription of Printed Journals for the University Library System*

COMPANY/FIRM : _____

ADDRESS : _____

BANK/FINANCING : _____

INSTITUTION : _____

ADDRESS : _____

AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the <Supplier/Distributor/Manufacturer/Contractor>, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the <Supplier/Distributor/Manufacturer/Contractor> of the Notice of Award and such line of credit shall be maintained until the project is completed by the <Supplier/Distributor/Manufacturer/Contractor>.

This Certification is being issued in favor of said <Supplier/Distributor/Manufacturer/Contractor> in connection with the bidding requirement of Bicol University for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized
Financing Institution Officer : _____
Official Designation : _____

Concurred By:
Name & Signature of <Supplier/Distributor/Manufacturer/Contractor>'s
Authorized Representative : _____
Official Designation : _____

Note:
The amount committed should be machine validated.

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2022, affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023

Omnibus Sworn Statement

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 the *Subscription of Printed Journals for the University Library System, 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 the *Subscription of Printed Journals for the University Library System, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);]*;

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

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

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the 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 *Subscription of Printed Journals for the University Library System*.
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 ___, 2022 at _____, Philippines.

Bidder's Representative/Authorized Signatory

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 _2023

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION
Invitation to Bid: 284-23-PB

To: *BICOL UNIVERSITY, LEGAZPI 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.

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 _____

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Subscription of Printed Journals for the University Library System

Business Name: _____

Business Address: _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the client

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC)

Subscription of Printed Journals for the University Library System

Business Name: _____

Business Address: _____

Contract Details	Nature of Work	Bidder's Role		Contract Cost & Duration	Start of Contract & Completion
		Description	%		
Name:				Amount at Award:	Date Awarded:
Owner:				Amount at Completion:	Date Started:
Address/Contract Information:				Contract Duration:	Date Completed

Note: This statement shall be supported with:

1. Contract/Purchase Order
2. Certificate of Completion and Certificate of Acceptance

Submitted by: _____
 (Printed Name & Signature)

Designation: _____

Date: _____

SEALING AND MARKING OF PROPOSALS

