

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

**with incorporations of the 2016 IRR of R.A. No. 9184 (in bold and yellow highlights)*

Procurement of GOODS

Government of the Republic of the Philippines



Contract Reference Number : **IB 2016-01-04**
Name of Contract : **PURCHASE OF VARIOUS BOOKS AS COMPLIANCE TO UNIVERSITIHOOD**

Location of Contract : **KALINGA STATE UNIVERSITY - MAIN CAMPUS, NATIONAL ROAD, PUROK 6, BULANAO, TABUK CITY, KALINGA, PHILIPPINES**

Name of Procuring Entity : **KALINGA STATE UNIVERSITY (KSU)**

Name of the Procuring Entity : **Kalinga State University**
Contract Reference Number : **IB 2016-01-04**
Name of the Contract : **Purchase of Various Books as Compliance to KSU Universitihood**
Location of the Contract : **Kalinga State University - Main Campus, National Road, Purok 6
Bulanao, Tabuk City, Kalinga, Philippines**

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Name of the Procuring Entity : **Kalinga State University**
Contract Reference Number : **IB 2016-01-04**
Name of the Contract : **Purchase of Various Books as Compliance to KSU Universitihood**
Location of the Contract : **Kalinga State University - Main Campus, National Road, Purok 6
Bulanao, Tabuk City, Kalinga, Philippines**

Section I. Invitation to Bid

Name of the Procuring Entity : **Kalinga State University**
Contract Reference Number : **IB 2016-01-04**
Name of the Contract : **Purchase of Various Books as Compliance to KSU Universitihood**
Location of the Contract : **Kalinga State University - Main Campus, National Road, Purok 6
Bulanao, Tabuk City, Kalinga, Philippines**

Standard Form Number: **SF-GOOD-05**



Republic of the Philippines
KALINGA STATE UNIVERSITY
BIDS AND AWARDS COMMITTEE
National Road, Purok 6, Bulanao, Tabuk City, Kalinga

INVITATION TO BID FOR PURCHASE OF VARIOUS BOOKS AS COMPLIANCE TO KSU UNIVERSITIHOOD

1. The Kalinga State University (KSU), through its **Trust Receipts CY 2016** intends to apply the sum of **PhP 1,382,651.00** being the Approved Budget for the Contract (ABC) to payments under the contract for **Purchase of Books**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Kalinga State University now invites bids for **Purchase of Various Books as Compliance to KSU Universitihood**. Delivery of the Goods is required **15 calendar days upon receipt of Purchase Oder**. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project whose value is at least fifty percent (50%) of the ABC of the project to be bid. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the **2016** 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 and subject to Commonwealth Act 138.

4. Interested bidders may obtain further information from **Kalinga State University** and inspect the Bidding Documents at the address given below during **8AM to 5PM**.

A complete set of Bidding Documents may be **acquired** by interested Bidders on **November 10, 2016 to December 1, 2016 (10 AM)** from the address below and upon payment of a nonrefundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Philippine Pesos (PhP 5,000.00)**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the **Kalinga State University** at **http://ksu.edu.ph**, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

5. The BAC will hold a **Pre-Bid Conference on November 18, 2016 (Friday), 10AM** at **Conference Hall, Administration Building, KSU-Main Campus, National Road, Purok 6, Bulanao, Tabuk City, Kalinga, which shall be open to all interested parties.**
6. Bids must be delivered to the address below on or before **December 01, 2016 (Thursday), 10AM** at the **Bid Box fronting the Bids and Awards Committee Office, 2/F, Administration Building, KSU-Main Campus, National Road, Purok 6, Bulanao, Tabuk City, Kalinga**. All bids must be accompanied by bid securities in any of the acceptable forms and in the amount stated in ITB Clause 18.

Name of the Procuring Entity : **Kalinga State University**
Contract Reference Number : **IB 2016-01-04**
Name of the Contract : **Purchase of Various Books as Compliance to KSU Universitihood**
Location of the Contract : **Kalinga State University - Main Campus, National Road, Purok 6
Bulanao, Tabuk City, Kalinga, Philippines**

Bid opening shall be on **December 01, 2016 (Thursday), 10:01 AM** at the **Conference Hall, Administration Building, KSU-Main Campus, National Road, Purok 6, Bulanao, Tabuk City, Kalinga**. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

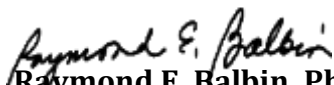
7. Bidders should comply with the applicable provisions of Section **23.4.1.1** of the **2016** Revised IRR of R.A. 9184 (Eligibility Criteria for Procurement of Goods) and with a modified set of requirements integrating eligibility documents and criteria for procurement of goods as provided in Annex D of the revised **2016** IRR of R.A. 9184.
8. The **Kalinga State 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.
9. For further information, please refer to:

Evangeline D. Cabello, Director for Library Services
Main Library Office, Kalinga State University - Main Campus
National Road, Purok 6, Bulanao, Tabuk City, Kalinga 3800
+63905-244-4187

or

Ronaldo B. Daluping, BAC Secretariat
BAC Office, Procurement Services Office
Kalinga State University - Main Campus
National Road, Purok 6, Bulanao, Tabuk City, Kalinga 3800
+63917-774-4185
ksu_bac@yahoo.com
<http://ksu.edu.ph/>

Approved:


Raymond E. Balbin, Ph.D.
BAC Chairperson

Name of the Procuring Entity : **Kalinga State University**
Contract Reference Number : **IB 2016-01-04**
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Section II. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1. The procuring entity named in the **BDS** (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the “Goods”).
- 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 applied for or 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 (f) 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. This will include a firm or an organization 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;

(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; or

(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.

4.2. In accordance with Section 47 of the **2016** 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, 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; and

- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) 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, or
 - (e) Unless otherwise provided in the **BDS**, persons/entities forming themselves into a 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 joint venture 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 the RA 9184 and its IRR allow foreign bidders to participate;
 - (b) 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;
 - (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 corporate entities 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 dependent agencies of the GOP or the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office 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)(iv).
- 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**:
- NFCC = [(Current assets minus current liabilities) (15)] 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 bidder's current assets and current liabilities shall be based on the **latest Audited Financial Statements submitted to the BIR.**

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)(xi).
- 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 10.3.
 - (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 Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
 - (h)** Ensuring that the signatory is the duly authorized representative of the **prospective** Bidder, and 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 accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
 - (i)** Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
 - (j)** Complying with existing labor laws and standards, in the case of procurement of services.
 - (k)** **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.
- 6.6.** 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.

- 6.7. 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.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable 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 comply with the eligibility criteria and the documentary requirements 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 including questions and clarifications raised by the prospective bidders before and during the Pre-Bid Conference in accordance with Section 22.3, 2016 IRR of RA 9184.
*(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 PhilGEPS posting of the Invitation to Bid or Bidding Documents. 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 discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. **Clarification and Amendment of Bidding Documents**

- 10.1. Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. 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.** Supplemental/Bid Bulletins may 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.
- 10.3.** Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available, **and at any conspicuous place within the premises of the Procuring Entity.** It shall be the responsibility of all Bidders who **have properly** secure 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 Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written 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. The English translation shall govern, for purposes on 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:

Legal Documents

(i) Registration certificates from the following:

(i.1) Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, and

(i.2) Updated **PhilGEPS Registration Certificate**

(ii) Mayor's 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.**

In cases of recently expired Mayor's/Business permits, it 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, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the 2016 IRR of R.A. No. 9184;

(iii) **Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR), and**

Tax payer's Identification number or VAT registration for the type & cost of contract to be bid;

Technical Documents

- (iv) Statement of **the prospective bidder of** all its ongoing and completed government and private contracts within the period stated in the **BDS**, 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**
- (v) **Statement identifying the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid.**

These statements (iv and V) shall include, for each contract, the following:

- (v.1) name of the contract;
- (v.2) date of the contract;
- (v.3) kinds of Goods;
- (v.4) amount of contract and value of outstanding contracts;
- (v.5) date of delivery; and
- (v.6) end user's acceptance or official receipt(s) issued for the contract, if completed.

Financial Documents

- (vi) **The prospective bidder's** Audited financial statements, **showing, among others, the prospective bidder's total and current assets and liabilities**, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (vii) **The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5.5, or prospective bidder's submission of a Committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation;**

Class "B" Document:

- (viii) If applicable, the JVA in case the joint venture is already in existence. **In the absence of a JVA**, 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. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

(b) Technical Documents –

- (ix) Bid security in accordance with ITB Clause 18. **The Bidder may opt to submit the bid security in the form of:**
 - (ix.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
 - (ix.2) a surety bond, it shall be accompanied by a certification **coming from an authorized** Insurance Commission that the surety or insurance company is authorized to issue such instrument;
- (x) Conformity with technical specifications, which may include the following as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (x.1) production/delivery schedule,
 - (x.2) manpower requirements, and/or
 - (x.3) after-sales service/parts, if applicable,

- (xi) Sworn statement in accordance with Section 25.3 of the 2016 IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
- (a) Financial Bid Form, which includes bid prices and the bill of quantities 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 or Domestic Entity, a certification from the DTI, SEC, or CDA 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 system to monitor and report bid prices relative to ABC and procuring entity's estimate. 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

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.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules 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 Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, 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 "0" (zero) for the said item would mean that it is being offered for free to the Government.

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), including all customs duties and sales and other taxes already paid or payable:

(i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or

(i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.

(ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.

(iii) 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**.

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 shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. 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 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 an amount not less than the required percentage of the ABC stated in the BDS in accordance with the following schedule:**

Forms of Bid Security	Amount of Bid Security (Not less than the required Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(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.	
(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.	Five percent (5%)

For biddings conducted by local government units, the procuring entity may also require bidders to submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

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, from receipt of the Notice of Award, and committing to pay the corresponding 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 motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid 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 0.

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 0.

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) fails to submit the requirements within the prescribed period or a finding against their veracity 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 Lowest Calculated and Responsive Bid;
- (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.

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 the event of any discrepancy between the original and the copies, the original shall prevail.

- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 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 indelible 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 1.1;
 - (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. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

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 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 PE (Sec. 29, 2016 IRR of RA 9184).***

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.

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, properly identified, 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.
- 23.3.** Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder 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 first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, 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".
- 24.2.** 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.
- 24.3.** 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. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4.** If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).
- 24.5.** In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.

- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clauses **Error! Reference source not found.** and 12.1(a)(i). Submission of documents required under ITB Clauses 12.1(a)(iv) to 12.1(a)(vii) by any of the joint venture partners constitutes compliance.
- 24.7. 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, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, Secretariat and TWG, **as well as Observers,** 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 (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
 - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
 - (c) In the event that the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Entity/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 Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

27.3. 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. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:

(a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, 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 "0" (zero) **or a dash (-)** for the said item would mean that it is being offered for free to the Procuring Entity; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. 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 only be based on the bid price quoted in the Financial Bid Form.

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.

29. Post-Qualification

29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) 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 LCB, the Bidder shall submit the following documentary requirements:
- (a)** Latest income and business tax returns in the form specified in the **BDS**; and
 - (b)** Other appropriate licenses and permits required by law and stated in the **BDS**.
- Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.
- 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.
- 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 Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity 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 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 Lowest Calculated Responsive Bid is determined for contract award.
- 29.6.** Within a period not exceeding **fifteen (15)** calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

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 head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; 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 Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of RA 9184 and 2016 IRR..

F. Award of Contract

31. Contract Award

- 31.1.** Subject to **ITB** Clause 29, the Procuring Entity 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 received 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 the following within ten (10) calendar days from receipt by the Bidder of the Notice of Award:
 - (i) Valid JVA, if applicable;
 - (ii) In the case of procurement by a Philippine Foreign Office or Post, the PhilGEPS Registration Number of the winning foreign bidder;
 - (b) In the case of procurement by a Philippine Foreign Office or Post, PhilGEPS Registration Number;
 - (c) Posting of the performance security in accordance with **ITB** Clause 33;
 - (d) Signing of the contract upon compliance with all documentary requirements as provided in **ITB** Clause 32; and
 - (e) Approval by higher authority, if required.
- 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 and 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 **Eligibility Requirements**, Technical and Financial Proposals, and all other documents/statements submitted;
 - (d)** Performance Security;
 - (e)** Credit line in accordance with **ITB Clause Error! Reference source not found.**, if applicable;
 - (f)** Notice of Award of Contract; and
 - (g)** 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 in an amount as stated in the BDS which is not less than the required percentage of the total contract price,** denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to 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 required Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	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.	
(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; and/or	Thirty percent (30%)

- 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 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 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.

34. Notice to Proceed

- 34.1. Within **seven (7)** calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed **together with a copy or copies of the approved contract** to the **successful** Bidder.
- 34.2. The Procuring Entity, through the BAC Secretariat, shall post a copy of the Notice to Proceed and the approved contract in the PhilGEPS and the website of the Procuring Entity, if any, within fifteen (15) calendar days from the issuance of the Notice to Proceed. **All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful bidder.**
- 34.3. The Procuring Entity, through the BAC Secretariat, shall post a copy of the Notice to Proceed and the approved contract in the PhilGEPS and the website of the Procuring Entity, if any, within fifteen (15) calendar days from the issuance of the Notice to Proceed.

35. Protest Mechanism

Decision of the procuring entity's BAC at any stage of the procurement process may be questioned in accordance with Section 55 of the 2016 Implementing Rules and Regulations of Republic Act 9184.

Name of the Procuring Entity : **Kalinga State University**
Contract Reference Number : **IB 2016-01-04**
Name of the Contract : **Purchase of Various Books as Compliance to KSU Universitihood**
Location of the Contract : **Kalinga State University - Main Campus, National Road, Purok 6
Bulanao, Tabuk City, Kalinga, Philippines**

Section III. Bid Data Sheet

Name of the Procuring Entity
 Contract Reference Number
 Name of the Contract
 Location of the Contract

: **Kalinga State University**
 : **IB 2016-01-04**
 : **Purchase of Various Books as Compliance to KSU Universitihood**
 : **Kalinga State University - Main Campus, National Road, Purok 6**
Bulanao, Tabuk City, Kalinga, Philippines

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is: <i>KALINGA STATE UNIVERSITY (KSU)</i>
1.2	The lot(s) and reference is/are: <i>(One (1) Lot) Purchase of Various Books as Compliance to KSU Universitihood.</i>
2	The Funding Source is: The Government of the Philippines (GOP) through <i>Trust Receipts CY 2016</i> in the amount of One Million, Three Hundred Eighty-two Thousand, Six Hundred Fifty-one Philippine Pesos (PhP 1,382,651.00) . The name of the Project is: <i>Purchase of Various Books as Compliance to KSU Universitihood.</i>
3.1	No further instructions.
4.2	Failure to comply with the provision of Section 47, 2016 IRR of RA 9184 or the Disclosure of Relations shall be a ground for the automatic disqualification of the bid in consonance with Section 30 of this IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the bidder from participating in the procurement of contracts of the Kalinga State University notwithstanding the act of such persons inhibiting themselves from the procurement process. <u>(SF-GOOD-12)</u>
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4	The prospective bidder must have completed, within five (5) years from the submission of bids, an SLCC that is similar to the contract to be bid, and whose value, as adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least equal to the following: <ul style="list-style-type: none"> ✓ 25% of the ABC (expendable supplies) ✓ 50% of the ABC (non-expendable supplies) For this purpose, similar contracts shall refer to prospective bidder's previous contract which has the same major categories of work like Purchase of Books .
5.5	<i>The NFCC's K factor shall be fixed at 15, regardless of contract duration .</i> 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 . If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid: Provided that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.
6.2	On bidder's Responsibilities, the Bidder is responsible for the following: 6.2(h). Ensuring that the signatory is the duly authorized representative of the prospective Bidder , and 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 accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable. <u>(SF-GOOD-35/36)</u> 6.2(k). 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.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.

Name of the Procuring Entity : **Kalinga State University**
 Contract Reference Number : **IB 2016-01-04**
 Name of the Contract : **Purchase of Various Books as Compliance to KSU Universitihood**
 Location of the Contract : **Kalinga State University - Main Campus, National Road, Purok 6
 Bulanao, Tabuk City, Kalinga, Philippines**

9.1	<p>The Procuring Entity will hold a Pre-bid Conference for this Project on November 18, 2016 (Friday), 10AM at the Conference Hall, Administration Building, Kalinga State University-Main Campus, National Road, Purok 6, Bulanao, Tabuk City, Kalinga.</p> <p>The Pre-Bid Conference is open to prospective bidders but attendance is not mandatory (Sec. 22.3, 2016 IRR of RA 9184). The owner and authorized technical representative are encouraged to attend and to raise their concerns or CLARIFICATIONS stipulated in this bidding document regarding the project to be bid. (SF-GOOD-29)</p> <p>NOTE: Kalinga State University is not yet capable to hold Pre-bid conference through electronic means like videoconferencing, webcasting, or similar technology, or a combination thereof.</p>
10.1	<p>The Procuring Entity's address is:</p> <p>Kalinga State University - Main Campus National Road, Purok 6, Bulanao, Tabuk City, Kalinga 3800</p> <p>Evangeline D. Cabello, Director for Library Services Main Library Office, Kalinga State University - Main Campus National Road, Purok 6, Bulanao, Tabuk City, Kalinga 3800 +63905-244-4187</p> <p>or</p> <p>Ronaldo B. Daluping, BAC Secretariat BAC Office, Procurement Services Office Kalinga State University - Main Campus National Road, Purok 6, Bulanao, Tabuk City, Kalinga 3800 +63917-774-4185 / ksu_bac@yahoo.com http://kasc.edu.ph/</p>
10.3	<p>Any Supplemental/Bid Bulletin shall be posted at the PhilGEPS and KSU websites, and conspicuous place of the University. Bidders are encouraged to inquire and secure copy/ies to the BAC Office.</p>
11	<p>Language of Bids:</p> <p>In the preparation of bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English.</p> <p>If the documents submitted are in a foreign language other than English, it must be accompanied by a translation of documents in English by any of the following:</p> <ul style="list-style-type: none"> ✓ relevant foreign government agency; ✓ the foreign government agency authorized to translate documents, or ✓ a registered translator in the foreign bidder's country.
12.1(a)	<p>All bidders are required to submit their PhilGEPS Certificate of Registration of Membership under Platinum category during eligibility check or bid submission, as the case may, in lieu of the following Class "A" Documents uploaded and maintained current and updated in the PhilGEPS in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184:</p> <ul style="list-style-type: none"> a) Registration Certificate including PhilGEPS; b) Mayor's/Business Permit or its Equivalent Document; c) Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR; and d) Audited Financial Statements. <p>NOTE: Pursuant to GPPB Circular 03-2016, dated October 27, 2016, the implementation of the above provision IS DELAYED FROM OCTOBER 28, 2016 UNTIL APRIL 30, 2017, hence the above 4 eligibility documents shall be submitted as per Checklist.</p>
12.1(a)(iii)	<p>EO 398 specifically requires the submission of Tax Clearance issued by the BIR. It refers to the clearance issued by the Collection Enforcement Division of BIR attesting that the bidder has no outstanding Final Assessment Notice and/or delinquent account.</p> <p>Hence, submission of tax clearance of the previous year and application for tax clearance cannot be considered as compliance.</p> <p>NOTE: Another required relevant document is the Taxpayer's Identification number or VAT registration for the type & cost of contract to be bid. (SF-GOOD-10)</p>

12.1(a)(iv&v)	<p>The statement of all ongoing government and private contracts shall include all such contracts within the last five (5) years prior to the deadline for the submission and receipt of bids.</p> <p>Both statements, ITB 12.1(a)(iv) and (ITB 12.1(a)(v) shall include, for each contract, the following information:</p> <ol style="list-style-type: none"> 1. name of the contract; 2. date of the contract; 3. kinds of Goods; 4. amount of contract and value of outstanding contracts; 5. date of delivery; and 6. end user's acceptance or official receipt(s) issued for the contract, if completed.
12.1(a)(vii)	<ul style="list-style-type: none"> ✓ <i>A bidder may opt to submit a committed Line of Credit (CLC) from a universal or commercial bank, in lieu of its NFCC computation. (Sec. 23.1 (a) (viii), 2016 IRR of RA 9184)</i> ✓ <i>The CLC must be at least equal to ten percent (10%) of the ABC to be bid: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.</i> ✓ <i>For goods and infrastructure projects, the NFCC's K factor shall be fixed at 15, regardless of contract duration</i> ✓ <i>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 .</i> ✓ <i>For purposes of computing the foreign bidder's 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.</i>
12.1(a)(viii)	<p>Each partner of the joint venture shall submit his or her respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. 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 of its ongoing contracts and Audited Financial Statements.</p>
12.1(b)	<p>The following are Technical Documents:</p> <ol style="list-style-type: none"> 1. Bid Security 2. Delivery Schedule (<i>see page 52, Bid Doc</i>) 3. Manpower Requirements 4. Technical Specifications 5. NFCC Computation or CLC 6. Sworn Affidavit of compliance with the Disclosure Provision under Section 47 of the Act in relation to other provisions of RA 3019 7. Omnibus Sworn Statement 8. Authority of the signatory 9. Other documents/materials as stated in the Instructions to Bidders
13.1	No additional requirements.
13.1(b)	No further instructions.
13.2(a)	<p>The ABC is One Million, Three Hundred Eighty-two Thousand, Six Hundred Fifty-one Philippine Pesos (PhP 1,382,651.00)</p> <p><i>Any bid with a financial component exceeding this amount shall not be accepted.</i></p>
15.4(a)(iii)	No incidental services are required.
15.4(b)	Not applicable.
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 one hundred twenty (120) calendar days from the Opening of Bids.
18.1	<p>The bid security shall be limited to Bid Securing Declaration OR at least one (1) other form in accordance with the following amount:</p> <ol style="list-style-type: none"> 1. <u>Php 27,653.02</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit (2% of ABC); or 2. <u>Php 69,132.55</u>, 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 (5% of ABC). <p>NOTES:</p> <ol style="list-style-type: none"> 1. <i>Bidders have the option to choose their preferred form of bid security (Sec. 27.2, 2016 IRR of RA 9184).</i> 2. <i>Surety Bond posted as bid security must comply with the following minimum requirements:</i> <ol style="list-style-type: none"> a. Posted in favor of the item subject for procurement of the procuring entity concerned; b. Callable on demand; c. Issued by a reputable insurance or surety company, including the Government Security Insurance Commission; d. Equivalent to at least five percent (5%) of the Approved Budget of the Contract, in accordance with the schedule provided under Section 27 of the 2016 IRR of R.A. 9184; e. Valid for a period of at least one hundred twenty (120) calendar days pursuant to Section 28 of the IRR of R.A. 9184; and f. Accompanied by Certification from Insurance Commission that issuer (surety or insurance company) is specifically authorized to issue surety bonds.
18.2	The bid security shall be valid until one hundred twenty (120) calendar days from the Opening of Bids.
20.3	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid arranged with Tabbing and with Table of Contents as per Checklist. Technical and Legal Documents should be properly tabbed.</p> <p>NOTE: The mother envelope must be wrapped in a black plastic bag when dropping in the KSU Bid Box located in front of the BAC Office, 2/F Admin Bldg., Main Campus.</p>
20.5	<u>Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening. (Sec. 25.9, 2016 IRR of RA 9184).</u>
21	<p>The address for submission of bids is:</p> <p style="text-align: center;">Dr. Raymond E. Balbin Chairman, Bids and Awards Committee Kalinga State University – Main Campus National Road, Purok 6, Bulanao, Tabuk City, Kalinga</p> <p>The deadline for submission of bids is:</p> <p style="text-align: center;">December 1, 2016 (Thursday) @ 10 AM</p> <p>NOTE: Date of submission should not be later than the above-mentioned period which is also the last day of posting of the Invitation to Bid (Sec. 25.4) (Sec. 25.5, 2016 IRR of RA 9184)</p>
22	Late bids shall not be accepted by the BAC. 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.
24.1	<p>The place of bid opening is:</p> <p style="text-align: center;">Conference Hall, Administration Building Kalinga State University – Main Campus</p>

	<p>National Road, Purok 6, Bulanao, Tabuk City, Kalinga</p> <p>The date and time of bid opening is: December 1, 2016 (Thursday) @ 10:01 AM.</p> <p>NOTE: 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) cd from the date of the bid opening. (Sec. 25.7, 2016 IRR of RA 9184).</p>
24.2	No further instructions.
25	<p>NOTES: The “no contact” rule applies only to those whose bids are being evaluated by the BAC after passing the preliminary examination until the issuance of Notice of Award.</p> <p>Bidders who waived their right to utilize the protest mechanism or those whose request for reconsideration and/or protest were subsequently denied are not covered by the prohibition under Sec. 32.1 of RA 9184 IRR. (NPM 07-2013)</p>
25.1	Members of the BAC, including its staff and personnel, Secretariat and TWG, as well as Observers, 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.
27.1	<ol style="list-style-type: none"> 1. Applies where the lowest bid has a foreign component (foreign bid/<i>entity</i>) and the next lowest bid has a domestic component (domestic bidder/<i>entity</i>) 2. Requires procuring entity to give preference to domestic bidder <u>PROVIDED</u> that: <ol style="list-style-type: none"> a. The lowest foreign bid is increased by 15%; and b. The lowest domestic bidder matches the lowest bid of the foreign bidder
28.3	Not applicable.
28.3(a)	<p>NOTES:</p> <ul style="list-style-type: none"> ✓ Partial bids are not allowed; those not providing all required items shall be considered non-responsive ✓ Placing no price is considered as non-responsive ✓ Specifying a “0” or “-” means it is offered for free
28.3(b)	Bid modification is allowed in case of arithmetical corrections only.
28.4	No further instructions.
29	Post Qualification is completed in not more than 7-cd 12 cd, or up to 30-cd 45 cd in exceptional cases, upon approval of the HOPE.
29.1	<p>For Goods, the BAC shall check:</p> <ol style="list-style-type: none"> a) Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts; b) If any of these contracts shows the bidder’s failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the PE 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; or c) Unsatisfactory performance of the supplier’s obligations as per contract terms and conditions at the time of inspection. <p>If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the bidder from the award, for the procurement of Goods. (Sec. 34.3(b), 2016 IRR of RA 9184)</p>
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 LCB, the Bidder shall submit the following documentary requirements:</p> <ol style="list-style-type: none"> (a) Latest income and business tax returns in prescribed form, and (b) Other appropriate licenses and permits required by law.

Name of the Procuring Entity : **Kalinga State University**
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29.2(a)	<p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p>
29.2(b)	No further instructions.
29.6	The HOPE has 7-cd 15 cd to decide whether to approve or disapprove the recommendation.
31.2	The BAC shall notify all other bidders, in writing, of its recommendation to HOPE of award of contract to LCRB within 3 cd from the issuance of the resolution recommending award. (Sec. 37.1.1, 2016 IRR of RA 9184) (SF-GOOD-50).
32.3	When required, the approving higher authority (the Board of Regents) or his duly authorized representative shall be given a maximum of 15-cd 20 cd from receipt to approve or disapprove the contract.
32.4(g)	No further instructions.
33.2	<p>The winning bidder shall submit at least one (1) acceptable forms of performance security taken from any of the categories below to guarantee performance of obligation, denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:</p> <ol style="list-style-type: none"> 1. The amount of PhP 69,132.55 if performance security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank (Not less than 5% of the Total Contract Price), OR 2. The amount of PhP 414,795.30 if Performance 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 (Not less than 30% of the Total Contract Price).
34.2	<p>NOTES:</p> <ol style="list-style-type: none"> 1. The Kalinga State University shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful bidder within 7 cd from the date of approval of the contract by the appropriate government approving authority. 2. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful bidder. 3. The BAC Sec shall post the NTP and the approved contract in the PhilGEPS and PE's websites within 15 cd from the issuance of the NTP.

Name of the Procuring Entity : **Kalinga State University**
Contract Reference Number : **IB 2016-01-04**
Name of the Contract : **Purchase of Various Books as Compliance to KSU Universitihood**
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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 receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity 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. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

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 Head of the Procuring Entity 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. Ten percent (10%) 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.
- 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.

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. For Goods supplied from abroad, 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.
- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

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 Section VII. 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 Section VII. 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 ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the 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. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind 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 Contractor 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 Contractor. 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 shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a)** 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 contact price;
 - (b)** 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; or
 - (c)** The Supplier fails to perform any other obligation under the Contract.
- 23.2.** 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.
- 23.3.** 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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) afore-mentioned, 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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;

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- (g) The Head of the Procuring Entity 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 Head of the Procuring Entity; 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.

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Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is: Kalinga State University (KSU).
1.1(i)	The Supplier is _____ <i>[to be inserted at the time of contract award].</i>
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through Trust Receipts FY 2016 in the amount of One Million, Three Hundred Eighty-two Thousand, Six Hundred Fifty-one Philippine Pesos (PhP 1,382,651.00).
1.1(k)	The Project Site is: University Main Library Kalinga State University - Main Campus National Road, Purok 6, Bulanao, Tabuk City, Kalinga.
5.1	The Procuring Entity's address for Notices is: DR. EDUARDO T. BAGTANG UNIVERSITY PRESIDENT KALINGA STATE UNIVERSITY – MAIN CAMPUS 2/F Admin. Bldg., National Road Purok 6, Bulanao, Tabuk City, Kalinga 3800 +63917-822-6145 ksumail@gmail.edu.ph The Supplier's address for Notices is: _____ <i>[Insert address including, name of contact, fax and telephone number]</i>
6.2	Delivery and Documents – 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: The delivery terms applicable to this Contract are delivered at: UNIVERSITY MAIN LIBRARY Kalinga State University – Main Campus National Road, Purok 6, Bulanao, Tabuk City, Kalinga

Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.

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:

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:

- (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) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (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 Project Site is:

Evangeline D. Cabello, Director for Library Services
 Main Library Office, Kalinga State University - Main Campus
 National Road, Purok 6, Bulanao, Tabuk City, Kalinga 3800
 +63905-244-4187

Incidental Services -

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- (a) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts -

The Supplier is required to provide, if available, CD's or e-copies of the Books.

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.

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 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.

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.

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	<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>
10.4	Not applicable.
13.4(c)	No further instructions.
16.1	<p>The Goods delivered are accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods' compliance with the technical specifications, and its order and condition, will be done in the presence of the representatives of both Supplier and Procuring Entity upon prior due notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p> <p>The inspection and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.</p>
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is Thirty (30) calendar days.
21.1	If applicable, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

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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 Number	Description	Quantity	Total	Delivered, Weeks/Months
1 to 608	Purchase of Various Books as Compliance to KSU Universitihood	lot	1	<ul style="list-style-type: none"> • <i>Delivery:</i> Within 15 calendar days upon receipt of Purchase Order. • <i>Inspection Period:</i> Within 10 days from KSU's receipt of notification from Supplier. • <i>Rectification of Errors during the Inspection Period:</i> 10 working day • <i>Acceptance:</i> Shall be issued after the successful ten (10) working day inspection period.

I hereby certify to comply and deliver the above requirements.

Name of Company/Bidder

Signature Over Printed Name
of Representative

Date

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Section VII. Technical Specifications

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 Contract Reference Number
 Name of the Contract
 Location of the Contract

: **Kalinga State University**
 : **IB 2016-01-04**
 : **Purchase of Various Books as Compliance to KSU Universitihood**
 : **Kalinga State University - Main Campus, National Road, Purok 6**
 : **Bulanao, Tabuk City, Kalinga, Philippines**

Technical Specifications

Item No.	Description	Qty	Unit	Unit Price/ Total	Statement of Compliance	
					Comply	Not Comply
1	40 arguments to avoid: logic lessons	1	book	697.00		
2	49 Myths About China, Hb, 2015	1	book	2,705.00		
3	A Critical Discourse In Sociology	1	book	365.00		
4	A History of Southeast Asia	1	book	3,605.00		
5	A Kingdom Far and Clear: The Complete Swan Lake Trilogy (2010)	1	book	1,940.00		
6	A Practical Guide To Teaching English In The Secondary School (Routledge Teaching Guides), Pb, 2013	1	book	3,040.00		
7	A Reference Manual of Soil and Water Conservation Engineering (2014)	1	book	830.00		
8	A Review on the Life and Works of the First Filipino Jose Rizal Revised Edition	3	book	1,430.00		
9	A Simplified Approach to E-Commerce (CUSTOMIZED) 10-Ed. (2013)	2	book	1,400.00		
10	A Textbook for Study and Thinking Skills for College Freshmen English	3	book	1,455.00		
11	A Textbook on Comparative Police and Criminal Justice System 2e	2	book	1,925.00		
12	A Very Short, Fairly Interesting And Reasonably Cheap Book About Coaching And Mentoring, Pb, 2012	1	book	1,680.00		
13	A Worktext in English 2: Writing in the Disciplines 2-Ed. (2013)	2	book	680.00		
14	Accounting for Financial Instruments (2009)	1	book	6,600.00		
15	Accounting for Partnership & Corporation 2016 Edition	1	book	955.00		
16	Accounting in a Business Context 5-Ed. (2011)	1	book	4,190.00		
17	Accounting Information Systems 12-Ed. (2013)	1	book	700.00		
18	Accounting Information Systems with Practitioner Emphasis 7-Ed. (2012)	1	book	580.00		
19	Accounting Information Systems, Global Edition 13-Ed. (2015)	1	book	1,830.00		
20	Accounting Principles 1-Ed. (2011)	1	book	7,380.00		
21	Advanced Algebra	1	book	530.00		
22	Advanced Financial Accounting	1	book	785.00		
23	Advanced Grammar and Composition Module: Integrating Multiple Intelligences	3	book	890.00		
24	Afro-Asian Literature: A Tapestry	1	book	485.00		
25	Agamben And The Politics Of Human Rights: Statelessness, Images, Violence, Pb, 2015	1	book	2,525.00		
26	Agribusiness Fundamentals and Applications 2-Ed. (2013)	1	book	680.00		
27	Agriculture Finance and Management	1	book	2,105.00		
28	All About Dividend Investing 2-Ed. (2010)	1	book	1,040.00		
29	An Introduction to Programming Using Alice 2.2 2-Ed. (2012)	1	book	400.00		
30	Analysis Of Philippine Agency: Law & Jurisprudence, Pb, 2011	1	book	815.00		
31	Analytic Geometry	1	book	625.00		
32	Applied Auditing 2014	1	book	1,355.00		
33	Applied Educational Statistics 1 1-Ed. (2011)	2	book	800.00		
34	Applied Linguistics	1	book	3,605.00		

Name of the Procuring Entity : **Kalinga State University**
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Item No.	Description	Qty	Unit	Unit Price/ Total	Statement of Compliance	
					Comply	Not Comply
35	Appreciating Philippine Contemporary Literature	3	book	1,430.00		
36	Asian Civilization: Discovering the Mysteries of Asia: A Student's Manual	2	book	565.00		
37	Assessment of Student Learning 1 (Cognitive Learning) 1-Ed. (2010)	2	book	360.00		
38	Auditing and Assurance Services: An Integrated Approach 15-Ed. (2014)	1	book	1,100.00		
39	Automotive technology for general services 1-Ed.	1	book	2,780.00		
40	Balagen: edukasyong pangkapayapaan at panitikang pambata	1	book	400.00		
41	Bantayog ni Inang Bayan: panibagong sulyap sa mga bayani ng 1896 himagsikan	1	book	1,000.00		
42	Basic Finance (Full Version) 10-Ed. (2015)	1	book	580.00		
43	Basic Finance (Custom Edition) 9-Ed. (2011)	1	book	250.00		
44	Basic Grammar Skills for Freshmen	3	book	1,280.00		
45	Basic Mathematics by Acevedo	3	book	1,565.00		
46	Basic Mathematics by Pagala	3	book	1,790.00		
47	Basic Quantitative Methods for Business: An Introduction to Operations Research/Management Science Revised Edition	1	book	600.00		
48	Basic Statistics For Business And Economics W/ Formula Card 7-Ed. (2011)	1	book	2,030.00		
49	Becoming-religion: Alfred North Whitehead and a contemporary philosophical reflection	1	book	1,100.00		
50	Beginning programming for dummies 4-Ed.	1	book	1,050.00		
51	Best Management Practices For Drip, Hb, 2016	1	book	10,975.00		
52	Beyond The Arab Spring: Authoritarianism & Democratization In The Arab World, Pb, 2012	1	book	2,065.00		
53	Bikol Studies: Perspectives & Advocacies: Premise Or Promise Of An Identity, Pb, 2014	2	book	870.00		
54	Biological Science: A Modular Approach Revised Edition	1	book	365.00		
55	Biotechnology, Agriculture And The Developing World: The Distributional Implications Of Technological Change 2002	1	book	8,065.00		
56	Bloom's Modern Critical Interpretations: Animal Farm 1-Ed.	1	book	2,330.00		
57	Bloom's Modern Critical Interpretations: Hamlet 1-Ed. (2009)	1	book	2,330.00		
58	Bloom's Modern Critical Interpretations: The Diary of Anne Frank 1-Ed. (2010)	1	book	2,730.00		
59	Bridge Engineering Handbook: Seismic Design, 2Nd Edition, Hb, 2014	1	book	8,835.00		
60	British Government And Politics, A Comparative Guide (Politics Study Guides), 2Nd Edition, Pb, 2012	1	book	2,815.00		
61	Broadcast Journalism in the 21st Century (reprint)	1	book	710.00		
62	Building A Better International Ngo: Greater Than The Sum Of Parts?, Pb, 2013	1	book	2,355.00		
63	Business and Investment Mathematics/ Zorilla	1	book	600.00		
64	Business Communication Skills: Telephoning 1-Ed. (2010)	1	book	1,290.00		
65	Business Communication: Building Critical Skills 6-Ed. (2014)	3	book	2,755.00		
66	Business Ethics: Decision Making for Personal Integrity and Social Responsibility 2-Ed. (2011)	1	book	650.00		
67	Business Finance 6e	1	book	630.00		
68	Business is Business: A complete Guide to Effective Business correspondence	1	book	430.00		

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Item No.	Description	Qty	Unit	Unit Price/ Total	Statement of Compliance	
					Comply	Not Comply
69	Business Mathematics	1	book	480.00		
70	Business Mathematics by Pedrigo, 2014	4	book	2,565.00		
71	Business Organizations Operations and Management	1	book	355.00		
72	Business Research Methods 12-Ed. (2014)	1	book	800.00		
73	C++ Data Structures: A Laboratory Course 3-Ed. (2009)	1	book	3,080.00		
74	C++ How to Program (Horizon Edition) 8-Ed. (2013)	1	book	800.00		
75	C++ Programming: Principles and Practices for Scientists and Engineers 4-Ed. (2013)	1	book	6,680.00		
76	Cambridge English Key For Schools: Ket (Key English Test For Schools: Ket), New Editions, Pb, 2013	1	book	2,495.00		
77	Capitalizing On Language Learners' Individuality: From Premise To Practice (Sla - Second Language Acquisition), Pb, 2014	1	book	3,895.00		
78	Challenges For Language Education Policy: Making Space For People, Pb, 2015	1	book	3,695.00		
79	Changing Profile of Financial Services	1	book	4,505.00		
80	Chemistry (Worktext)	3	book	1,325.00		
81	Chemistry for Engineering Students 2-Ed. (2012)	1	book	600.00		
82	Chemistry of The Soil (2014)	1	book	3,140.00		
83	Chemistry: Laboratory Manual II	1	book	355.00		
84	Child and Adolescent Development Updated and Revised Edition	3	book	1,685.00		
85	Child and Adolescent Development: An Integrated Approach 1-Ed. (2015)	2	book	1,800.00		
86	Circuit Simulation	1	book	6,920.00		
87	Citizen Customer Partner: Engaging The Public In Public Management, Pb, 2012	1	book	4,500.00		
88	Collaborative Writing In L2 Classrooms, Pb, 2013	1	book	3,250.00		
89	College Algebra	3	book	1,205.00		
90	College Algebra 2014 Edition	2	book	595.00		
91	College Algebra 2-Ed. (2012)	1	book	350.00		
92	College Algebra Revised Edition	3	book	1,205.00		
93	College Algebra w/ Applications	1	book	940.00		
94	College English Composition	2	book	965.00		
95	College Reading & Writing (rev. ed.)	3	book	1,955.00		
96	Common Errors in English (reprint)	3	book	1,190.00		
97	Communicative English	1	book	2,755.00		
98	Competence in Oral Communication and Public Speaking Revised Edition	3	book	1,205.00		
99	Complete Training from Recruitment to Retirement	1	book	1,925.00		
100	Computer Ethics (CUSTOMIZED) 1-Ed. (2013)	1	book	370.00		
101	Configuration Management Metrics (2009)	1	book	3,520.00		
102	Confucian Perfectionism: A Political Philosophy For Modern Times, Hb, 2014	1	book	3,680.00		
103	Consensus And Global Environmental Governance: Deliberative Democracy In Nature Regime, Pb, 2015	1	book	1,880.00		
104	Construction Project Management User's Manual (Softbound) 3-Ed. (2014)	1	book	650.00		
105	Contemporary Political Theory	1	book	2,630.00		
106	Cooperative Accounting	1	book	3,270.00		

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Item No.	Description	Qty	Unit	Unit Price/ Total	Statement of Compliance	
					Comply	Not Comply
107	Cooperative Entrepreneurship	1	book	4,000.00		
108	Corporate Accounting B. Com. (Sem-2), Paper: CP-2.2	1	book	1,000.00		
109	Corporate Finance Foundations 14-Ed. (2011)	1	book	870.00		
110	Corporate Governance And Initial Public Offerings: An International Perspective, Hb, 2013	1	book	7,805.00		
111	Corporate Governance in Banking Sector	1	book	3,505.00		
112	Corpus Applications In Applied Linguistics, Pb, 2013	1	book	3,275.00		
113	Correctional Administration 1 (Non-Institutional Based Corrections) 2e	1	book	895.00		
114	Cost Accounting: A Managerial Emphasis (Horizon Edition) 14-Ed. (2013)	1	book	740.00		
115	Costly wars, elusive peace	1	book	721.50		
116	Costly Wars, Elusive Peace: Collected Articles on the Peace Processes in the Philippines 1990 - 2007	1	book	725.00		
117	CPA Examination Reviewer Auditing Problems 2014 Edition	2	book	1,715.00		
118	Creative Writing Reconsidered	1	book	530.00		
119	Creative Oral Communication for Filipino Students: A Practical Application	1	book	700.00		
120	Criminology Dictionary	1	book	645.00		
121	Criminology Glossary 3e	2	book	2,235.00		
122	Crop Management: Towards Higher Yield And Sustenance, Hb, 2015	1	book	4,805.00		
123	Crop Nutrition: Principles and Practices	1	book	1,705.00		
124	Current English Grammar and Usage	1	book	1,755.00		
125	Curtailing Corruption: People Power For Accountability & Justice, Pb, 2014	1	book	2,505.00		
126	Dairy Chemistry and Animal Nutrition	1	book	1,705.00		
127	Dance and other slippages: critical narratives on women, dance, and art	1	book	600.00		
128	Decision Making and Problem Solving Strategies	1	book	480.00		
129	Delta Natural Business English: Authentic Language For Business Today (Delta Natural English) (Includes Audio Cd), 3Rd Edition, Pb, 2013	1	book	2,630.00		
130	Democratic Statecraft: Political Realism And Popular Power, Pb, 2013	1	book	1,885.00		
131	Demons of the year: an anthology of horror fiction from the Philippines	1	book	400.00		
132	Desiring Tesol And International Education: Market Abuse And Exploitation, Pb, 2014	1	book	3,000.00		
133	Developing Character and Social Relations	2	book	855.00		
134	Developing English Communication Skills for College Learners (A work text in college english)	1	book	575.00		
135	Developing Property Sustainably, Pb, 2015	1	book	4,090.00		
136	Diaspora ad astra: an anthology of science fiction from the Philippines	1	book	700.00		
137	Dictionary for Misspellers (reprint)	3	book	1,190.00		
138	Digital Representation Of The Real World: How To Capture, Models, And Render Visual Reality, Hb, 2015	1	book	7,345.00		
139	Dimensions of Islamic law (2011)	1	book	2,070.00		
140	Discovering Computers Fundamentals 2012 8-Ed. (2012)	2	book	1,315.00		
141	Discrete Mathematics: Introduction to Mathematical Reasoning (Customized) 1-Ed. (2012)	1	book	400.00		

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Item No.	Description	Qty	Unit	Unit Price/ Total	Statement of Compliance	
					Comply	Not Comply
142	Doing Critical Literacy: Texts And Activities For Students And Teachers, Pb, 2014	1	book	3,405.00		
143	Doing English Language: A Guide For Students, Pb, 2012	1	book	1,945.00		
144	E-Accounting	1	book	2,505.00		
145	Earth Science	2	book	775.00		
146	East Asia And The Global Crisis, Pb, 2015	1	book	3,330.00		
147	Economics in Horticulture	1	book	2,305.00		
148	Education And Immigration (Immigration & Society), Pb, 2013	1	book	1,955.00		
149	Education In South-East Asia, Hb, 2013	1	book	13,005.00		
150	Education Laws & Jurisprudence in the Philippines 1-Ed. (2011)	2	book	1,395.00		
151	Education Policy, Practice And The Professional, Pb, 2011	1	book	2,565.00		
152	Educational Entrepreneurship	1	book	585.00		
153	Effective College Composition Writing (Communication Arts 2)	3	book	1,190.00		
154	Effective Communication: A Practical Guide to Effective Communication Using Poetry (reprint)	1	book	320.00		
155	Effective Financial Management	1	book	480.00		
156	Effective Marriage Counseling (2010)	1	book	930.00		
157	Effective Programs for Teaching Autism Spectrum Disorder (2010)	1	book	4,060.00		
158	E-Government And Websites: A Public solutions Handbook, Pb, 2014	1	book	2,870.00		
159	E-Learning And Disability In Higher Education: Accessibility Research And Practice, 2Nd Edition 2013	1	book	3,345.00		
160	E-Learning Theory and Practice 1-Ed. (2011)	1	book	2,150.00		
161	Electronics Circuits And System, 4Th Edition, Pb, 2011	1	book	3,435.00		
162	Electronics Principles and Applications with Student Data CD-Rom 8-Ed. (2012)	1	book	9,700.00		
163	Elements of Finance	1	book	845.00		
164	Emotional Labor and Crisis Response: Working on the Razor's Edge, Hb, 2012	1	book	8,000.00		
165	Engaging silence, climbing Mt. Tabor	1	book	900.00		
166	Engineering Economy (Global Edition) 16-Ed. (2015)	1	book	1,500.00		
167	Engineering Fundamentals: An Introduction To Engineering (Si Edition), 4Th Edition, Pb, 2011	1	book	7,155.00		
168	Engineering Graphics 1-Ed. (2011)	1	book	6,180.00		
169	English 102: Writing Across Disciplines/Ang	1	book	510.00		
170	English And Development: Policy Pedagogy And Globalization, Pb, 2013	1	book	3,000.00		
171	English Communication Skills for College Learners (A Work Text in College English)	2	book	995.00		
172	English Communicative Competence: Study and Language Skills 1-Ed. (2015)	1	book	400.00		
173	English for the Workplace 1: A Professional Reading and Listening Course for College and Career	1	book	300.00		
174	English for the Workplace 2: A Professional Writing Course for College Career	1	book	300.00		
175	English for the Workplace 3: A Professional Speaking Course for College and Career	1	book	300.00		
176	English Grammar Speech & Styles	1	book	1,755.00		

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Item No.	Description	Qty	Unit	Unit Price/ Total	Statement of Compliance	
					Comply	Not Comply
177	English Language Teachers on the Discursive Faultlines: Identities, Ideologies & Pedagogies, Pb, 2013	1	book	3,635.00		
178	English Plus: A Communicative Approach rev. ed.	3	book	1,190.00		
179	English Vocabulary in Use Advanced with CD (reprint)	1	book	4,465.00		
180	Enhancing English Grammar Skills	3	book	1,160.00		
181	Enhancing your Writing and Research Skills	1	book	375.00		
182	Entrepreneurship and Women Empowerment	1	book	2,505.00		
183	Entrepreneurship: Successfully Launching New Ventures (Horizon Edition) 4-Ed. (2013)	1	book	750.00		
184	Entrepreneurship: Theory, Networks, History	1	book	8,300.00		
185	Environment, Biodiversity and Traditional System (2014)	1	book	1,940.00		
186	Environment-2025	1	book	1,205.00		
187	Environmental Science	2	book	955.00		
188	Environmental Science: Protect our Planet Text-Workbook	1	book	895.00		
189	Essays on Development Economics	1	book	2,630.00		
190	Essential Business Mathematics & Business Statistics	1	book	1,515.00		
191	Essential Guide Towards Effective Academic Writing	5	book	2,605.00		
192	Essential Matlab for Engineers and Scientists 4-Ed. (2009)	1	book	2,580.00		
193	Essentials of Accounting (International Edition) 11-Ed. (2012)	1	book	4,920.00		
194	Essentials of Macroeconomics	1	book	1,950.00		
195	Essentials of oral communication towards effective and responsible speech	1	book	600.00		
196	Essentials of Organizational Behavior (Horizon Edition) 11-Ed. (2013)	1	book	400.00		
197	Ethics and values for law enforcers	1	book	597.00		
198	Ethics and Values for Law Enforcers 2e	2	book	1,505.00		
199	Ethics for Educators 1-Ed. (2011)	2	book	800.00		
200	Even in savage bosoms	1	book	1,000.00		
201	Exploration of Microeconomics 5e	1	book	1,120.00		
202	Facts on File Science Experiments: Computer Science Experiments 1-Ed. (2009)	1	book	1,810.00		
203	Famous Trial in History (2011)	1	book	4,090.00		
204	Filipino 2: Masusing Pagbasa at Malikhaing Pagsulat Tungo sa Pananaliksik	1	book	525.00		
205	Finance 1 (Customized Version) 1-Ed. (2014)	1	book	990.00		
206	Financial Accounting 15-Ed. (2012)	1	book	860.00		
207	Financial Accounting and Reporting Standards and Applications Volume 3	1	book	725.00		
208	Financial Accounting and Reporting: Standards and Applications Volume 2 2014 Edition PFRSs and PASs-Based	1	book	955.00		
209	Financial Accounting Volume Three 2015 Edition	1	book	1,005.00		
210	Financial Accounting: Information for Decisions 2-Ed. (2013)	1	book	2,600.00		
211	Financial Management Fundamentals 12-Ed. (2010)	1	book	750.00		
212	Financial Management In The Public Sector: Tools, Applications, And Cases, 2Nd Edition, Pb, 2010	1	book	4,300.00		
213	Financial Reporting and Analysis	1	book	1,025.00		
214	Financial Statements: Preparation, Presentation, Analysis and Interpretation 1-Ed. (2015)	2	book	795.00		
215	Fires In The Mind: What Kids Tell Us About Motivation And Mastery And The Students Of What Kids Can Do, Pb, 2012	1	book	1,620.00		

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					Comply	Not Comply
216	First Class Service 2: English for the Tourism and Hospitality Industry 1-Ed. (2012)	1	book	200.00		
217	Flexible Multilingual Education: Putting Children's Needs First (New Perspective On Language & Education), Pb, 2014	1	book	3,895.00		
218	Food Preservation and Irradiation	1	book	2,005.00		
219	Food Security: Facts and Issues	1	book	2,505.00		
220	Food Weights and Measures	1	book	705.00		
221	Food Tourism Around the World: Development Management and Markets	1	book	5,000.00		
222	Forensic ballistic	1	book	895.75		
223	Forensic Chemistry and Toxicology (with Laboratory Manual)	2	book	1,655.00		
224	Foundations of parasitology	1	book	1,400.00		
225	From Brand Vision to Brand Evaluation: The Strategic Process of Growing and Strengthening Brands 3-Ed. (2010)	1	book	3,200.00		
226	From Vocational To Higher Education: An International Perspective (The Society For Research Into Higher Education), Pb, 2008	1	book	4,500.00		
227	Front Office System & Procedures	1	book	650.00		
228	Fully Charged: How Great Leaders Boost Their Organization's Energy and Ignite High Performance 1-Ed. (2011)	1	book	1,690.00		
229	Fundamentals of Accounting: Sole Proprietorship Accounting for Service and Merchandising with Introduction to Manufacturing 1-Ed. (2014)	1	book	550.00		
230	Fundamentals of Cost Accounting 7E	1	book	1,445.00		
231	Fundamentals of Criminal Law 1-Ed. (2009)	2	book	605.00		
232	Fundamentals of Criminology	2	book	1,505.00		
233	Fundamentals of Entrepreneurship 3e	1	book	1,255.00		
234	Fundamentals of Environmental Science	2	book	805.00		
235	Fundamentals of Information Technology	3	book	1,430.00		
236	Fundamentals of Management theories practices & Cases	1	book	425.00		
237	Game Embedded Strategy (2010)	1	book	1,160.00		
238	General Psychology	3	book	1,490.00		
239	Global Connections: America's Role in Changing World 1-Ed. (2010)	1	book	1,810.00		
240	Global English for Filipino Learners I	1	book	380.00		
241	Global English for Filipino Learners II	1	book	340.00		
242	Global Learning and Sustainable Development	1	book	1,800.00		
243	Global Politics: Palgrave Foundations (A Series Of Introductory Texts Across A Wide Range Of Subjects Areas To Meet The Needs Of Today's Lecturer's And Students), Hb, 2011	1	book	3,600.00		
244	Globalization, Political Institutions And The Environment In Developing Countries, Pb, 2015	1	book	2,870.00		
245	Globalizing Central Asia: Geopolitics And The Challenges Of Economic Development, Pb, 2013	1	book	3,300.00		
246	Glosari ng mga salita sa pagpaplanong urban at rehiyonal	1	book	600.00		
247	Government Accounting rev. ed.	1	book	690.00		
248	Government Is U.S. 2.0 2011	1	book	3,800.00		
249	Government, Governance And Welfare Reform: Structural Changes And Subsidiarity In Italy And Britain, Hb, 2013	1	book	9,150.00		
250	Grammar Matters Quotations (reprint)	3	book	1,190.00		

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					Comply	Not Comply
251	Green Building Fundamentals 2-Ed. (2010)	1	book	2,850.00		
252	Guinness World Records 2015	1	book	2,165.00		
253	Handbook Of Civil Engineering Calculations (McGraw-Hill Handbooks), 2Nd Edition, Hb, 2007	1	book	13,605.00		
254	Handbook Of Engineering Hydrology: Environmental Hydrology And Water Management, Hb, 2014	1	book	8,835.00		
255	Handbook Of Soil Science, Hb, 2015	1	book	9,005.00		
256	Handbook on Marksmanship and Combat Shooting 2e	3	book	2,405.00		
257	Harvard and the Weatherhead Center for International Affairs (2009)	1	book	1,450.00		
258	Harvard Business Review on Collaborating Effectively 5-Ed. (2011)	1	book	1,190.00		
259	Harvard Business Review on Inspiring & Executing Innovation (2011)	1	book	1,190.00		
260	HBR's 10 Must Reads On Managing People 1-Ed. (2011)	1	book	1,410.00		
261	HBR's 10 Must Reads On Managing Yourself 1-Ed. (2011)	1	book	1,410.00		
262	Hegel's Philosophy Of Right 2012	1	book	7,500.00		
263	Here For Good: Community Foundations And The Challenges Of The 21St Century, Pb, 2014	1	book	5,000.00		
264	Heritage of World Literature	3	book	1,325.00		
265	Hip Hop Genius: Remixing High School Education 1-Ed. (2011)	1	book	1,080.00		
266	History of Ancient India	1	book	5,235.00		
267	History of the World 7-Ed. (2013)	1	book	1,180.00		
268	History, Philosophy, and Culture 1-Ed. (2010)	3	book	535.00		
269	Hospitality Strategic Management: Concepts and Cases 2-Ed. (2009)	1	book	6,200.00		
270	Hotel Front Office Management 5-Ed. (2011)	1	book	700.00		
271	Hour Before Dawn The Fall and Uncertain Rise of the Philippine Supreme Court	1	book	800.00		
272	Household Services 1-Ed. (2014)	1	book	250.00		
273	How To Be A Brilliant English Teacher, 2Nd Edition, Pb, 2012	1	book	2,675.00		
274	How To Influence People: Make A Difference In Your World: New York Bestselling Author Of The 21St Irrefutable Laws Of Leadership, Hb, 2013	1	book	600.00		
275	HTML AND JAVASCRIPT BASICS 3-Ed. (2006)	1	book	2,170.00		
276	Human Behavior and Crisis Management 2e	2	book	1,505.00		
277	Human Person Gearing Towards Social Development: NSTP - CWTS 1 Worktext for College Students 1-Ed. (2013)	1	book	285.00		
278	Human Resource Information Systems: Basic, Applications and Future Directions 2-Ed. (2012)	2	book	1,395.00		
279	Human Resource Management (Customized Version) 4-Ed. (2012)	2	book	1,200.00		
280	Human Resource Management 11-Ed. (2013)	1	book	600.00		
281	Human Resource Management 1-Ed. (2014)	1	book	350.00		
282	Human Rights: The Hard Questions, Pb, 2013	1	book	2,280.00		
283	Hungry For Change: Farmers, Food Justice And The Agrarian Question, Pb, 2013	1	book	1,875.00		
284	Ice Manual Of Highway Design & Management, Hb, 2011	1	book	18,005.00		
285	Identity, Motivation and Autonomy in Language Learning (SLA-Second Language Acquisition), Pb, 2011	1	book	2,700.00		
286	I-Governance for Development 1-Ed. (2004)	2	book	500.00		
287	Impact of Climate Change on Water Resources in Agriculture, Hb, 2015	1	book	9,575.00		

Name of the Procuring Entity : **Kalinga State University**
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Item No.	Description	Qty	Unit	Unit Price/ Total	Statement of Compliance	
					Comply	Not Comply
288	Improving Farm Animal Welfare (2013)	1	book	3,460.00		
289	In Defense Of The Founders Republic: Critics Of Direct Democracy In The Progressive Era 2015	1	book	2,400.00		
290	In Search of Meanings: A Textbook on Introduction to General Philosophy	2	book	645.00		
291	Inclusive Language Education And Digital Technology (New Perspectives On Language & Education), Pb, 2013	1	book	2,500.00		
292	Income Taxation 13/e	1	book	700.00		
293	Indonesian Women and Local Politics: Islam, Gender and the Networks in Port-Suharto Indonesia, Pb, 2015	1	book	2,855.00		
294	Information Systems Management in Business and Development Organizations: Text and Cases	1	book	1,755.00		
295	Institutions In Global Distributive Justice (Studies In Global Justice And Human Rights), Hb, 2013	1	book	9,150.00		
296	Integrated Land Use Planning For Sustainable Agriculture And Rural Development, Hb, 2015	1	book	10,390.00		
297	Integrated Product And Process Design And Development: The Product Realization Process, 2Nd Edition2010	1	book	10,340.00		
298	Intellectual Property in the Managerial Portfolio: Its Creation, Development and Protection 1-Ed. (2012)	1	book	1,820.00		
299	Intercultural Communication: A Reader, 13Th Edition, Pb, 2012	1	book	6,135.00		
300	Intermediate Accounting 6-Ed. (2011)	1	book	1,305.00		
301	International Business Environment & Foreign Exchange Economics	1	book	800.00		
302	International Business Management 2e	1	book	1,205.00		
303	International Business Managing Globalization (2009)	1	book	5,500.00		
304	International Business: An Asian Perspective (CUSTOMIZED) 1-Ed. (2011)	1	book	580.00		
305	International corporate finance	1	book	1,296.00		
306	International GAAP: Generally Accepted Accounting Practice under International Financial Reporting Standards (2010)	1	book	12,400.00		
307	International Marketing 16-Ed. (2013)	1	book	800.00		
308	International Statebuilding (2010)	1	book	3,770.00		
309	Interpreting Interviews2010	1	book	2,160.00		
310	Introduction to Biotechnology (Customized) 2-Ed. (2013)	1	book	600.00		
311	Introduction to Business Statistics 7-Ed. (2014)	1	book	700.00		
312	Introduction to Business Statistics: A Comprehensive Approach Revised Edition	2	book	1,195.00		
313	Introduction to Financial Accounting 1-Ed. (2009)	1	book	370.00		
314	Introduction to Operations Research 9-Ed. (2010)	1	book	2,100.00		
315	Introduction to Philippine Politics	1	book	602.50		
316	Intro to the Humanities: A Holistic Approach Revised Edition	1	book	525.00		
317	Investigation of crimes against Children& women	1	book	896.50		
318	Irrigation Engineering & Hydraulic Structures (Book With Dvd For Video Lecture, Interactive Assessment & E-Book) 2014	1	book	3,000.00		
319	Irrigation Systems: Theory And Practices, Hb, 2015	1	book	9,005.00		
320	Islam In The School Curriculum: Symbolic Pedagogy And Cultural Claims, Pb, 2010	1	book	3,450.00		
321	Islamic Far East	1	book	798.00		
322	Joining A Community of Readers 5-Ed. (2011)	1	book	4,860.00		
323	Jose P. Rizal: A College Textbook on Jose Rizal's Life and Writings	3	book	1,325.00		
324	Jose Rizal: A Review on the Life and Works of the First Filipino	1	book	485.00		

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					Comply	Not Comply
325	Jose Rizal: The Man and the Hero (Chronicles, Legacies, and Controversies) 2-Ed. (2014)	1	book	400.00		
326	Jumpstart Rti: Using Rti In Your Elementary School Right Now 2011	1	book	1,960.00		
327	Just In Time Teaching: Across The Discipline And Across The Academy (New Pedagogies And Practices For Teaching In Higher Education), Pb, 2010	1	book	2,125.00		
328	Knowledge Management	1	book	3,505.00		
329	Komunikasyon sa Akademikong Pilipino	1	book	485.00		
330	Komunikasyon sa makabagong Filipino	1	book	600.00		
331	Labor Relations: Striking a Balance 3-Ed. (2010)	1	book	4,070.00		
332	Language And Learning In The International Universities: From English Uniformity To Diversity And Hybridity (Language For Intercultural Communication And Education), Pb, 2011	1	book	2,850.00		
333	Language And Mobility: Unexpected Places, Pb, 2012	1	book	2,250.00		
334	Leader-Managers In The Public Sector: Managing For Results2010	1	book	3,000.00		
335	Leadership Communication 3-Ed. (2010)	1	book	1,640.00		
336	Leadership in Asia: Challenges and Opportunities 1-Ed. (2010)	1	book	1,100.00		
337	Lean For The Public Sector: The Pursuit Of Perfection In Government Services2011	1	book	2,595.00		
338	Learning Modules in Chemistry	2	book	835.00		
339	Learning To Teach Physical Education In The Secondary School: A Companion To School Experience, 4Th Edition, Pb, 2015	1	book	3,100.00		
340	Life and times through four decades of Philippine economic history	1	book	1,300.00		
341	Life, Works and Writings of Dr. Jose P. Rizal	1	book	385.00		
342	Lila: ang kulay ng pamamaalam	1	book	900.00		
343	Literatura ng Iba't Ibang Rehiyon ng Pilipinas Ikalawang Edisyon	2	book	965.00		
344	Livestock Housing: Modern Management to Ensure Optimal Health and Welfare of Farm Animals (2013)	1	book	5,390.00		
345	Livestock Production and Management: Recent Trends and Future Prospects	1	book	5,705.00		
346	Local Societies And Rural Development: Self-Organization And Participatory Development In Asia, Hb, 2014	1	book	9,295.00		
347	Logic Basic Principles of Critical Thinking	3	book	1,325.00		
348	Logic for Right Living	1	book	445.00		
349	Logic Makes Sense 1-Ed. (2010)	3	book	1,045.00		
350	Logic: Simplified Fundamental Principle of Correct Thinking	2	book	815.00		
351	Macli-ing Dulag: Kalinga Chief	1	book	496.25		
352	Macroeconomics (reprint)	1	book	1,335.00		
353	Making Public Services Management Critical, Hb, 2010	1	book	9,175.00		
354	Management Accounting	1	book	1,175.00		
355	Management of Working Capital	1	book	1,000.00		
356	Managerial Leadership in Multicultural Organizations: Challenging the Challenges of Globalisation	1	book	2,255.00		
357	Managing Diversity In Education: Languages Policies, Pedagogies (New Perspectives On Language & Education), Pb, 2014	1	book	3,895.00		
358	Managing Human Resources in the Global Context	1	book	800.00		

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					Comply	Not Comply
359	Marketing and Business Ethics	1	book	2,705.00		
360	Marketing for Hospitality and Tourism 6-Ed. (2013)	1	book	960.00		
361	Marketing Of Processed Fruit and Vegetable	1	book	1,705.00		
362	Mastering media: the news never stops (2010)	1	book	870.00		
363	Mathematics in Business 2-Ed. (2011)	1	book	350.00		
364	Mathematics of Investments Third Edition	3	book	1,685.00		
365	Media at lipunan	1	book	1,300.00		
366	Medical parasitology in the Philippines	1	book	1,500.00		
367	Mga Saligan ng Lipunang Pantao (Panimulang Antropolohiya at Pangkalahatang Sosyolohiya)	1	book	460.00		
368	Microeconomics	1	book	1,055.00		
369	Microsoft Access 2010: Introductory 1-Ed. (2015)	1	book	240.00		
370	Microsoft Visual Basic 2008 (2011)	3	book	2,240.00		
371	Microsoft Word, Excel, & PowerPoint 2010: Essential Concepts & Techniques 1-Ed. (2012)	1	book	620.00		
372	Mitigating Land Degradation And Improving Livelihoods (An Integrated Watershed Approach), Hb, 2015	1	book	10,510.00		
373	Modern Database Management 11-Ed. (2013)	1	book	800.00		
374	Modules in Administrative Office Management	1	book	345.00		
375	Money and Banking	1	book	1,630.00		
376	Money, Credit and Banking The Basic 2015 Edition	1	book	545.00		
377	Money, Credit, & Banking	1	book	480.00		
378	Multiple Perspectives On The Self In Sla (Second Language Acquisition), Pb, 2014	1	book	3,245.00		
379	National Service Training Program - Civic Welfare Training Service (CWTS) I / Literacy Training Service (LTS) I - A Source Book 3-Ed. (2013)	1	book	255.00		
380	National Service Training Program Civic Welfare Training Service Literacy Training Service (NSTP CWTS LTS)	2	book	845.00		
381	Non Verbal Communication	1	book	1,405.00		
382	NSTP National Development via National Service Training Program (CWTS 2)	3	book	1,085.00		
383	Nutrition For Foodservice And Culinary Professionals, 7Th Edition2010, Pb	1	book	1,130.00		
384	On Cooking: A Textbook Of Culinary Fundamentals, 5Th Edition2011, Pb	1	book	2,030.00		
385	On The Muslim Question, Hb, 2013	1	book	1,945.00		
386	On The Public (Thinking In Action), Pb, 2005	1	book	1,485.00		
387	Operational Risk Management: A Complete Guide to Successful Operational Risk Framework	1	book	4,805.00		
388	Operations Management (Asia Global Edition) 2-Ed. (2014)	2	book	2,000.00		
389	Organic Farming: Theory & Practice (reprint)	1	book	455.00		
390	Our Rights, Our Victories: Landmark Cases in the Supreme Court	1	book	790.00		
391	Overcoming Developing Country Debt Courses, Pb, 2010	1	book	2,905.00		
392	P.O.W.E.R. Learning: Strategies for Success in College and Life 5-Ed. (2010)	1	book	3,850.00		
393	Paradoxes Of Modernization: Unintended Consequences Of Public Policy Reform, Pb, 2013	1	book	3,305.00		
394	Partnership and Corporation Accounting Concepts, Principles, Procedures and Applications 4e	1	book	720.00		
395	Pathways To Power: The Domestic Politics Of South Asia, Pb, 2014	1	book	3,000.00		
396	People Skills For Public Managers, Pb, 2014	1	book	2,500.00		

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Item No.	Description	Qty	Unit	Unit Price/ Total	Statement of Compliance	
					Comply	Not Comply
397	People Smart: Personality and Soft Skills Development for Workplace Success 1-Ed. (2015)	4	book	1,385.00		
398	Perfect Public Speaking	2	book	995.00		
399	Personal Development for Life and Work 10-Ed. (2011)	1	book	550.00		
400	Philippine Business and Transfer Taxes: A Special 2015 Student Edition	1	book	635.00		
401	Philippine criminal justice system: with...	1	book	796.00		
402	Philippine History	3	book	1,205.00		
403	Philippine History (Expanded and Updated Edition) 1-Ed. (2010)	2	book	795.00		
404	Philippine History w/ Politics and Governance	1	book	405.00		
405	Philippine History: A Review on the Continuous Tribulations and Triumphs 2nd Edition	1	book	575.00		
406	Philippine Labor Standards Guidebook + Philippine Labor Standards Guidebook CD (Strictly Set) 1-Ed. (2010)	1	book	670.00		
407	Philippine Literature A regional Approach 3e	1	book	880.00		
408	Philippine Literature for Today's Generation: A Thematic Approach	3	book	1,325.00		
409	Philippine Literature K-12 OBE Compliant	1	book	455.00		
410	Philippine Literature Today 1-Ed. (2015)	1	book	350.00		
411	Philippine tuna fisheries	1	book	500.00		
412	Philosophy Of The Human Person: Being Human And Being A Person, Pb, 2013	2	book	1,565.00		
413	Physical Education 4 Team Sports	3	book	1,190.00		
414	Pinoy Human Behavior in Organization	1	book	525.00		
415	Plane and spherical trigonometry	1	book	496.00		
416	Plane and Spherical Trigonometry Text/Workbook 1-Ed. (2014)	1	book	380.00		
417	Plane and Spherical Trigonometry: A Tetrahedron Approach	1	book	365.00		
418	Plane Trigonometry	1	book	425.00		
419	Planning Local Economic Development: Theory And Practice, 4Th Edition, Pb, 2010	1	book	5,400.00		
420	Plant Sciences and Genetics in Agriculture	1	book	1,705.00		
421	Plant Stress Physiology 1-Ed. (2012)	1	book	8,130.00		
422	Play and Practice in the Early Years Foundation Stage 1-Ed. (2010)	1	book	1,800.00		
423	Police Patrol Plans and Operations with Police/Public Radio Communication	1	book	960.00		
424	Political Ideas In The Romantic Age: Their Rise And Influence On Modern Thought, Pb, 2014	1	book	1,875.00		
425	Politically Unbecoming: Post socialist Art Against Democracy, Hb, 2015	1	book	3,000.00		
426	Politics and Governance (Newsprint) 1-Ed. (2005)	2	book	595.00		
427	Politics and government	1	book	495.50		
428	Politics in the Developing World 3-Ed. (2010)	1	book	2,140.00		
429	Politics: Online Resources Available (Palgrave Foundations) , 4Th Edition, Pb, 2013	1	book	3,000.00		
430	Polygraphy: Lie Detection Second Edition	1	book	645.00		
431	Postcolonial Writers In The Global Literary Marketplace 2007	1	book	1,525.00		
432	Poverty And Development In Latin America: Public Policies And Development Pathways, Pb, 2013	1	book	2,250.00		
433	Practical Accounting 2 CPA Examination A Comprehensive and Procedural Approach	1	book	1,050.00		

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					Comply	Not Comply
434	Practical Phonetics And Phonology: A Source Book For Students (Routledge English Language Introductions) (With CD-Rom Included), Pb, 2013	1	book	2,880.00		
435	Precision Farming: Soil Fertility and Productivity Aspects 1-Ed. (2013)	1	book	5,890.00		
436	Presentation Program (Essential Concepts and Techniques in Microsoft PowerPoint 2007) 1-Ed. (2008)	4	book	1,195.00		
437	Principles and Practices of Public Administration in the Philippines	3	book	2,075.00		
438	Principles of Accounting (Customized Version) 2-Ed. (2011)	1	book	900.00		
439	Principles of Dairy Management	1	book	1,705.00		
440	Principles Of Environmental Engineering And Science, 3Rd Edition, Pb, 2014	1	book	3,280.00		
441	Principles of General Chemistry 3-Ed. (2013)	1	book	1,740.00		
442	Principles of Management & Organization	1	book	430.00		
443	Principles of Management and Organization (Customized) + Connect Access Code Set 10-Ed. (2013)	1	book	695.00		
444	Principles of Marketing	1	book	405.00		
445	Principles of Organizational Behavior (Customized) 1-Ed. (2013)	1	book	400.00		
446	Principles of Teaching 1: A Modular Approach 1-Ed. (2009)	1	book	350.00		
447	Principles of Teaching 2: A Modular Approach 1-Ed. (2010)	1	book	400.00		
448	Principles of Tourism	1	book	700.00		
449	Principles of Tourism 2 1-Ed. (2010)	1	book	300.00		
450	Probability & Random Processes for Engineers	1	book	1,385.00		
451	Probability and Numerical Methods	1	book	700.00		
452	Probability and Statistics for Engineering Students 5-Ed. (2011)	2	book	1,495.00		
453	Probability and Statistics for Engineers and Scientists (Horizon Edition) 9-Ed. (2012)	1	book	850.00		
454	Professional Communication : Legal and Ethical Issues (2011)	1	book	11,970.00		
455	Professional Studies In Primary Education 2011	1	book	2,380.00		
456	Profit From the Core (2010)	1	book	1,780.00		
457	Project Finance in Theory and Practice: Designing, Structuring, and Financing Private and Public Projects (reprint)	1	book	1,915.00		
458	Promoting Philippine Enterprise Development (Softbound) 1-Ed. (2011)	3	book	1,040.00		
459	Protests As Events: Politics, Activism And Leisure, Pb, 2015	1	book	3,000.00		
460	Public Finance 2014	1	book	9,755.00		
461	Quality and Performance Excellence Management Organization 6e	1	book	805.00		
462	Race And Social Equity, A Nervous Area Of Government 2014	1	book	3,850.00		
463	Readings from World Literatures: Understanding Peoples' Culture, Tradition & Belief - NP	3	book	1,190.00		
464	Reasserting The Public In Public Services: New Public Management Reforms, Hb, 2010	1	book	8,760.00		
465	Recent Advances in Business Communication	1	book	4,505.00		
466	Recent Advances in Dairy Farming 1-Ed. (2012)	1	book	2,820.00		
467	Re-Envisioning Global Development: A Horizontal Perspective (Critical Issues In Global Politics), Pb, 2013	1	book	3,425.00		

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					Comply	Not Comply
468	Renewing Innovation Systems in Agriculture and Food: How to Go Towards More Sustainability? (2013)	1	book	3,590.00		
469	Research and Statistics with Thesis and Dissertation Writing	3	book	1,400.00		
470	Research Methodology and Techniques in Commerce	1	book	3,605.00		
471	Research Methodology in Commerce and Management (reprint)	1	book	635.00		
472	Research Methods and Techniques	1	book	300.00		
473	Reviewer for Police Examinations	1	book	965.00		
474	Rice Cultivation And Processing2013	1	book	2,655.00		
475	Ripley's Believe It or Not! Eye-Popping Oddities 2015	1	book	1,955.00		
476	Rizal Kabayanihan sa Globalisasyon	3	book	1,505.00		
477	Routledge Handbook Of Southeast Asian Politics (Routledge Handbooks), Pb, 2011	1	book	4,120.00		
478	Rudiments of Reasoning	3	book	1,205.00		
479	Rules In Procedures In Administrative And Disbarment Cases, Pb, 2015	2	book	785.00		
480	Sa amin sa dagat-dagatang apoy	1	book	700.00		
481	Sacrificial bodies: the oblation and the political aesthetics of masculine representations in Philippine visual cultures	1	book	1,200.00		
482	Schaums Outline of Introduction to Probability and Statistics 1-Ed. (2012)	1	book	900.00		
483	Science Philippines: Essays on Science by Filipinos, Volume II	1	book	565.00		
484	Science, Technology and Society Module/Agsalud	3	book	1,190.00		
485	Second Language Acquisition: An Introductory Course	1	book	4,610.00		
486	Secretarial and Business Management with DVD-ROM	1	book	3,805.00		
487	Serving The Public Interest: Profiles Of Successful And Innovative Public Servants, Pb, 2012	2	book	3,300.00		
488	Smart Calling (2010)	1	book	1,140.00		
489	Smart Writing: An Essential Guide to College Composition 1-Ed. (2010)	1	book	350.00		
490	Social Dimensions of Education 1-Ed. (2011)	2	book	595.00		
491	Social Equity and Public Administration: Origins, Developments, and Applications, Pb, 2010	1	book	4,900.00		
492	Social Media in Business and Governance	1	book	860.00		
493	Social Psychology 7-Ed. (2012)	1	book	720.00		
494	Society and Culture with Family Planning: A Modular Approach 1-Ed. (2012)	3	book	1,190.00		
495	Sociolinguistics and Language Education (2010)	1	book	3,010.00		
496	Sociology: Introductory Readings 3-Ed. (2010)	1	book	2,530.00		
497	Software Engineering: A Practitioner's Approach (Customized Version) 8-Ed. (2015)	1	book	640.00		
498	Solid Mensuration: Understanding the 3D Space 1-Ed. (2011)	2	book	595.00		
499	Sound It Out! Phonics in a Comprehensive Reading Program 4-Ed. (2011)	1	book	4,940.00		
500	South Asian Languages: A Syntactic Typology, Hb, 2012	1	book	7,155.00		
501	Speak Up! A Worktext in Speech and Oral Communications	1	book	425.00		
502	Speaking from the heart: a voice from the meeting of East and West	1	book	700.00		
503	Speeches of Great Personalities	1	book	1,105.00		
504	Statistics with Computer Based Discussions	2	book	1,060.00		
505	Statistics with Probability: A Comprehensive Approach	1	book	530.00		
506	Steel-Concrete Composite Bridges: Designing With Eurocodes, 2Nd Edition, Hb, 2010	1	book	7,155.00		

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507	Stern's Introductory Plant Biology 13-Ed. (2014)	1	book	750.00		
508	Stories rarely told	1	book	797.00		
509	Strategic Collaboration In Public & Non Profit Administration: A practice-Based Approach To Solving Shared Problems (American Society For Public Administration: Series In Public Administration And Public Policy), Hb, 2010	1	book	5,380.00		
510	Strategic Conflict (Routledge Communication Series) 1-Ed. (2011)	1	book	2,330.00		
511	Strategic Management Text & Cases 6-Ed. (2012)	1	book	800.00		
512	Student's Manual On The Constitution	1	book	945.00		
513	Student's Manual on the New Philippine Constitution	1	book	755.00		
514	Study & Thinking Skills	3	book	1,325.00		
515	Study and Thinking Skills A Worktext in Communication Arts I	1	book	410.00		
516	Study and Thinking Skills Plus	3	book	1,060.00		
517	Study Guide in Biological Science A Simplified Approach	3	book	1,205.00		
518	Study Guide: Mathematical Studies for the IB Diploma (2010)	1	book	1,670.00		
519	Survey of Accounting 6-Ed. (2013)	1	book	7,340.00		
520	Sustainability (Key Concepts), Pb, 2013	1	book	2,150.00		
521	Sustainable Forest Management: A Global Overview, Hb, 2015	1	book	8,405.00		
522	Systems Analysis and Design (Customized) 1-Ed. (2013)	2	book	700.00		
523	Systems Analysis and Design (Customized) 1-Ed. (2015)	2	book	1,100.00		
524	Teach Now! English: Becoming A Great English Teacher, Pb, 2014	1	book	2,070.00		
525	Teachers, Schools, and Society with Student CD 9-Ed. (2010)	1	book	8,180.00		
526	Teaching To Exceed The English Language Arts Common Core Core State Standards: A Literacy Practices Approach For 6-12 Classrooms, Pb, 2012	1	book	3,770.00		
527	Teaching With Tablets, Pb, 2015	1	book	2,990.00		
528	Technical Communication	3	book	1,280.00		
529	Technical Writer's Survival Kit: A Guide to Effective Technical Writing for College Students and Professionals 1-Ed. (2015)	1	book	390.00		
530	Textbook of Enterprise Resource Planning	1	book	1,955.00		
531	Textbook on the Philippine Constitution	1	book	940.00		
532	The Act Of Teaching, 6Th Edition, Pb, 2012	1	book	9,655.00		
533	The Art of Critical Thinking: Logic for Filipino Students 3e	1	book	485.00		
534	The Basics of Tour Guiding 1-Ed. (2012)	1	book	170.00		
535	The cosmic wild: biology of science fiction	1	book	900.00		
536	The DLSU FWTeams Basic Basketball Instructional Manual 1-Ed. (2008)	3	book	535.00		
537	The Effective Manager: Skills and Strategies	1	book	755.00		
538	The English Teacher's Handbook Third Rev. Ed.	1	book	1,005.00		
539	The Essentials of Accounting	1	book	545.00		
540	The Fundamentals of Taxation	1	book	1,005.00		
541	The Global Future Of English Studies (Blackwell Manifestos), Hb, 2012	1	book	7,500.00		
542	The Hallmarks of a Good Speaker	1	book	300.00		
543	The History Of English: An Introduction, Pb, 2012	1	book	3,040.00		
544	The History of Mathematics: Geometry (2011)	1	book	2,200.00		

Name of the Procuring Entity : **Kalinga State University**
Contract Reference Number : **IB 2016-01-04**
Name of the Contract : **Purchase of Various Books as Compliance to KSU Universitihood**
Location of the Contract : **Kalinga State University - Main Campus, National Road, Purok 6
Bulanao, Tabuk City, Kalinga, Philippines**

Item No.	Description	Qty	Unit	Unit Price/ Total	Statement of Compliance	
					Comply	Not Comply
545	The Impact Of Self-Concept On Language Learning (Sla - Second Language Acquisition), Pb, 2014	1	book	4,545.00		
546	The Invention Of Enterprise: Entrepreneurship From Ancient Mesopotamia To Modern Times, Pb,	1	book	2,630.00		
547	The Law on Partnerships and Private Corporations for Business Students	1	book	815.00		
548	The Literacy Leadership Team, Sustaining And Expanding Success, Pb, 2010	1	book	2,810.00		
549	The Management and Leadership of Educational Marketing: Research, Practice and Applications 1-Ed. (2012)	1	book	5,910.00		
550	The Multilingual Turn In Languages Education: Opportunities And Challenges (New Perspective On Language & Education), Pb, 2014	1	book	4,545.00		
551	The Muslim Brotherhood: Evolution Of An Islamist Movement, Pb, 2015	1	book	1,875.00		
552	The National Archives: Preparing Collections for Digitization 1-Ed. (2010)	1	book	4,380.00		
553	The Novel Way of Learning Grammar	1	book	445.00		
554	The Philippines Yearbook: Fookien Times 2016 Edition	1	book	4,000.00		
555	The Political Philosophy Of Niccolo Machiavelli, Pb, 2015	1	book	2,525.00		
556	The Politics Of Literature, Pb, 2011	1	book	1,940.00		
557	The Politics Of Nuclear Weapons, Pb, 2015	1	book	3,510.00		
558	The Pursuit Of History: Aims, Methods And New Directions In The Study Of History, 6Th Edition, Pb, 2015	1	book	2,295.00		
559	The Rise of China and Structural Changes in Korea and Asia (2010)	1	book	9,030.00		
560	The Sage Handbook of Organizational Communication 3-Ed. (2014)	1	book	11,180.00		
561	The Science and Engineering of Materials 6-Ed. (2011)	1	book	9,140.00		
562	The Syria Dilemma (Boston Review), Hb, 2013	1	book	1,125.00		
563	Theories of Personality 8-Ed. (2012)	1	book	650.00		
564	Thesis Writing with Confidence 1-Ed. (2011)	1	book	250.00		
565	Think Smart: Worktext for Communication Arts I 1-Ed. (2015)	2	book	495.00		
566	Tomas Pinpin and Tagalog Survival in Early Spanish Philippines	1	book	410.00		
567	Total Quality Management (Customized) 7-Ed. (2013)	1	book	400.00		
568	Tourism And Souvenirs Global Perspectives From The Margins, Pb, 2013	1	book	3,000.00		
569	Tourism Concepts and Practices 1-Ed. (2011)	1	book	8,020.00		
570	Tourism Management: Managing for Change 3-Ed. (2009)	1	book	1,770.00		
571	Toward the Next Economics (2010)	1	book	1,690.00		
572	Towards Successful Learning (2009)	1	book	2,600.00		
573	Training Skill and Business Communication	1	book	3,235.00		
574	Twice blessed: a novel	1	book	700.00		
575	Understanding and Using English Grammar for Future Teachers A Worktext for English Plus	1	book	640.00		
576	Understanding Economics 12-Ed. (2009)	1	book	4,000.00		
577	Understanding Language Use In The Classroom: A Linguistic Guide For College Educators, Pb, 2014	1	book	2,335.00		
578	Understanding Literature: Through Cultural Experience	1	book	670.00		
579	Universal Ethics and Contemporary Values	3	book	905.00		
580	Urban Politics: Cities And Suburbs In A Global Age, 8Th Edition, Pb, 2012	1	book	8,000.00		

Name of the Procuring Entity : **Kalinga State University**
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 Bulanao, Tabuk City, Kalinga, Philippines**

Item No.	Description	Qty	Unit	Unit Price/ Total	Statement of Compliance	
					Comply	Not Comply
581	Utility Benchmarking and Regulation in Developing Countries: Practical Application of Performance Monitoring and Incentives 1-Ed. (2011)	1	book	5,340.00		
582	Valuable Content Marketing How to Make Quality Content the Key to Your Business Success	1	book	1,300.00		
583	Virtual Nation: Insights into Contemporary Philippines	2	book	805.00		
584	Visual Guide: Spreadsheets & Databases MS Excel & MS Access	1	book	770.00		
585	Water And Wastewater Engineering: Design Principles And Practice2011	1	book	13,645.00		
586	Water Management (2009)	1	book	3,570.00		
587	Week By Week: Plans For Documenting Children's Development, 6Th Edition2014	1	book	7,505.00		
588	What English Language Teachers Need To Know Volume Iii: Designing Curriculum2014	1	book	3,545.00		
589	When in Asia: Customs, Culture & Comedy	1	book	2,505.00		
590	Wiley CPA Exam Review 2011, Financial Accounting and Reporting (2010)	1	book	2,810.00		
591	Wiley GAAP: Interpretation and Application of Generally Accepted Accounting Principles 2011 (2010)	1	book	5,610.00		
592	Women At War, Women Building Peace: Challenging Gender Norms, Pb, 2013	1	book	2,355.00		
593	Women Entrepreneurship in Rural Areas	1	book	2,000.00		
594	Women, Gender And Rural Development In China, Pb, 2011	1	book	3,660.00		
595	Workforce of One (2010)	1	book	1,980.00		
596	Worktext in Database Management System	1	book	525.00		
597	Worktext in Management Information System Revised Edition	1	book	385.00		
598	Worktext in Statistics	3	book	1,655.00		
599	Worktext in Trigonometry for college Freshmen Revised Edition	3	book	1,205.00		
600	World Constitutions: A Comparative Study Tenth Revised and Enlarged Edition	1	book	1,755.00		
601	World Economic Development	1	book	2,155.00		
602	World Literature (The Universal and Timeless Voices of Humanity)	2	book	955.00		
603	World Trends & New Directions for Philippine Foreign Policy 2004-2010	1	book	686.00		
604	Writing in the Discipline: A Textbook for College Students	3	book	1,190.00		
605	Writing Project Feasibility Study 1-Ed. (2015)	5	book	1,495.00		
606	Writing with Style, APA Style Made Easy 6-Ed. (2014)	1	book	270.00		
607	Young Children Reading 1-Ed. (2011)	1	book	1,880.00		
608	Young Children's Personal, Social and Emotional Development 3-Ed. (2009)	1	book	1,920.00		

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature Over Printed Name
of Representative

Date

Name of the Procuring Entity : **Kalinga State University**
Contract Reference Number : **IB 2016-01-04**
Name of the Contract : **Purchase of Various Books as Compliance to KSU Universitihood**
Location of the Contract : **Kalinga State University - Main Campus, National Road, Purok 6
Bulanao, Tabuk City, Kalinga, Philippines**

Section VIII. Bidding Forms

Name of the Procuring Entity
Contract Reference Number
Name of the Contract
Location of the Contract

: **Kalinga State University**
: **IB 2016-01-04**
: **Purchase of Various Books as Compliance to KSU Universitihood**
: **Kalinga State University - Main Campus, National Road, Purok 6**
: **Bulanao, Tabuk City, Kalinga, Philippines**

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Bid Form

Date: _____
 Invitation to Bid¹ N^o: _____

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 0 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:²

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

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this _____ day of _____ 20____.

[signature] _____
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

¹ If ADB, JICA and WB funded projects, use IFB.
² Applicable only if the Funding Source is the ADB, JICA or WB.

Name of the Procuring Entity : **Kalinga State University**
 Contract Reference Number : **IB 2016-01-04**
 Name of the Contract : **Purchase of Various Books as Compliance to KSU Universitihood**
 Location of the Contract : **Kalinga State University - Main Campus, National Road, Purok 6
 Bulanao, Tabuk City, Kalinga, Philippines**

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid³ Number _____. Page . of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

³ If ADB, JICA and WB funded projects, use IFB.

Name of the Procuring Entity
Contract Reference Number
Name of the Contract
Location of the Contract

: **Kalinga State University**
: **IB 2016-01-04**
: **Purchase of Various Books as Compliance to KSU Universitihood**
: **Kalinga State University - Main Campus, National Road, Purok 6**
: **Bulanao, Tabuk City, Kalinga, Philippines**

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:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [*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*] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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: I am 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 *[Name of the Project]*.
9. ***[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any other 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.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

[JURAT]

* This form will not apply for WB funded projects.

Name of the Procuring Entity
Contract Reference Number
Name of the Contract
Location of the Contract

: Kalinga State University
: IB 2016-01-04
: Purchase of Various Books as Compliance to KSU Universitihood
: Kalinga State University - Main Campus, National Road, Purok 6
Bulanao, Tabuk City, Kalinga, Philippines

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

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]

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Bid Securing Declaration

Republic of the Philippines)
Province of Kalinga) S.S
City of Tabuk)

X-----X

BID SECURING DECLARATION

Invitation to Bid/ Request for Expression of Interest No. [Insert reference number]

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We undersigned 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 shall to avail of said right;
 - (c) I/ We are declared as the bidder with the Lowest Calculated and Responsive Bid/ Highest Rated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESESS 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

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Affiant/s is/ are personally known to me and was/ were Identified by me through competent evidence of Identify as defined in the 2004 Rules on Notarial Practice (A. M. No.02-8-12-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 ____.

Contract Reference Number : **IB 2016-01-03**
 Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
 Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Checklist for Eligibility and Technical Documents

Standard Form Number: **SF-GOOD-06&31**

CHECKLIST FOR ELIGIBILITY AND TECHNICAL DOCUMENTS

COMPANY: _____

ITEM NO.	REQUIREMENTS	PASSED	FAILED
Eligibility and Technical Documents (First Envelope)			
A.	<u>Eligibility Documents</u>		
	Class "A" Documents		
LEGAL DOCUMENTS			
1	Registration Certificate from the following: a. <input type="checkbox"/> Securities and Exchange Commission (SEC), <input type="checkbox"/> Department of Trade and Industry (DTI) for sole proprietorship, or <input type="checkbox"/> Cooperative Development Authority (CDA) for cooperatives. b. Updated PhilGEPS Registration Certificate		
2	<input type="checkbox"/> Current Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or <input type="checkbox"/> or the equivalent document for Exclusive Economic Zones or Areas.		
3	Tax Clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the BIR, and Tax payer's Identification number or VAT registration for the type & cost of contract to be bid (SF-GOOD-10) . /// TIN No. _____		
TECHNICAL DOCUMENTS			
4	Statement of the prospective Bidder of all its ongoing and completed government and private contracts within ten (10) years from bid submission, if any, whether similar or not similar in nature and complexity to the contract to be bid (SF-GOOD-13a) . The statement shall include, for each contract , the following: a) name of the contract; b) date of the contract; c) kinds of goods; d) amount of contract and value of outstanding contracts; e) date of delivery; and f) end user's acceptance or official receipt(s) issued for the contract if completed.		
5	Statement identifying the bidder's Single Largest Completed Contracts (SLCC) similar to the contract to be bid (SF-GOOD-13b) . The statement shall include, for each contract , the following: a) name of the contract; b) date of the contract; c) kinds of goods; d) amount of contract and value of outstanding contracts; e) date of delivery; and f) end user's acceptance or official receipt(s) issued for the contract if completed.		
FINANCIAL DOCUMENTS			
6	Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission.		
7	<input type="checkbox"/> NFCC computation of which the <i>K factor shall be fixed at 15, regardless of contract duration, and 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. NFCC = Php _____; OR <input type="checkbox"/> Committed Line of Credit (CLC) from a universal or commercial bank, at least PhP 138,265.10 (10% of the ABC).</i>		

Contract Reference Number

: **IB 2016-01-03**

Name of the Contract

: **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**

Location of the Contract

: **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

	Class "B" Documents		
8	<p><input type="checkbox"/> Valid JVA if the prospective bidder is a joint venture, with the agreement containing a statement on who the joint venture/ association has constituted and appointed as the lawful attorney-in-fact to sign the contract, if awarded the project, and on who among the members is the lead representative of the joint venture (SF-GOOD-17); OR</p> <p><input type="checkbox"/> a duly notarized statement, if potential JV members are without and existing JV, stating that they will enter into and abide by the provisions of the joint venture in case their bid is successful.</p>		
B.	Technical Documents		
9	<p>The BID SECURITY in ANY of the following form:</p> <p><input type="checkbox"/> Bid Securing Declaration (see BSD Form on pages 79-80 of this Bid Document),</p> <p><input type="checkbox"/> Cash, cashier's/manager's check, bank draft/guarantee, irrevocable letter of credit – 2% of ABC (Php _____), or</p> <p><input type="checkbox"/> Surety bond, it shall be accompanied by a certification coming from an authorized Insurance Commission that the surety or insurance company is authorized to issue surety bond – 5% of ABC (Php _____).</p>		
10	Duly conformed Delivery Schedule under Section VI. Schedule of Requirements <i>(page 52 of Bid Doc)</i>		
11	Manpower Requirements		
12	Duly conformed Technical Specifications based on Section VII <i>(pages 54-70 of Bid Document)</i>		
13	Duly signed statement of the prospective bidder (OMNIBUS SWORN STATEMENT, see Form on pages 76-77 of this Bid Document), that		
	a. he/she is a sole proprietor who has full power and authority to do, execute and perform any and all acts necessary to represent the firm in this bidding.		
	b. he/she is the duly authorized and designated representative who is granted full power, authorization and representation of the firm.		
	c. not "blacklisted" or barred from bidding		
	d. All documents submitted are authentic/original/complete copies, and all statements and information provided are true and correct		
	e. The bidder is authorizing the KSU President or its duly authorized representative(s) to verify all the documents submitted		
	f. The bidder 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 implementing/ end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree.		
	g. The Bidder is compliant with existing labor laws and standards		
	h. The Bidder is aware of and has undertaken the following responsibilities: <ul style="list-style-type: none"> i. Carefully examine all of the Bidding Documents ii. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract; iii. Made an estimate of the facilities available and needed for the contract to be bid, if any; and iv. Inquire or secure Supplemental/Bid Bulletin(s) issued 		
i. The Bidder did not give or pay directly or indirectly, any commission, amount, fee, or any other 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.			
14	Affidavit of Disclosure of No Relationship (SF-GOOD-12) .		
15	<p>Authority of the signatory based on 6.2(h) on the ITB, which read as follows:</p> <p><i>"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> (SF-GOOD-35/36);</p>		

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

CHECKED BY:

BAC MEMBER's Name and Signature: _____

REMARKS: Eligible Non-Eligible

Contract Reference Number : **IB 2016-01-03**
 Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
 Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Checklist for Financial Proposal

Standard Form Number: **SF-GOOD-39**

CHECKLIST FOR FINANCIAL PROPOSAL

COMPANY: _____

ITEM NO.	REQUIREMENTS	COMPLYING	NON-COMPLYING
	Financial Documents (Second Envelope)		
1	Duly signed Financial Bid Form (lump sum bid prices) , which includes bid prices in the bill of quantities and the applicable Price Schedules in accordance with the form prescribed in Section IX. Bidding Form. <u>(see Bid Form on pages 73-74 of this Bid Document).</u>		
2	Recurring and maintenance costs, <i>if applicable</i>		

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

CHECKED BY:

BAC MEMBER's Name and Signature: _____

DATE: _____

REMARKS:

- Complying
- Non-Complying

Contract Reference Number : **IB 2016-01-03**
 Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
 Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Certificate of Registration

Standard Form Number: **SF-GOOD-10**
 Revised on: May 24, 2004

Republic of the Philippines
KAGAWARAN NG PANANALAPI
KAWANIHAN NG RENTAS INTERNAS
REVENUE REGION NO.

BIR
 Form No.
 Revised _____

_____ DIVISION

OCN _____

CERTIFICATE OF

TIN	NAME	REGISTRATION DATE
REGISTERED ADDRESS		
REGISTERED ACTIVITY(IES)		

	I HEREBY CERTIFY THAT THE ABOVE NAMED PERSON IS REGISTERED AS INDICATED ABOVE, UNDER THE PROVISIONS OF THE NATIONAL INTERNAL REVENUE CODE, AS AMENDED. _____ REVENUE DISTRICT OFFICER (signature over printed name)
--	---

THIS CERTIFICATE MUST BE EXHIBITED CONSPICUOUSLY IN THE PLACE OF BUSINESS

One of the legal documents required to be in the Eligibility Envelope of a prospective bidder is Tax Identification Number, referring to its Certificate of Registration with the Bureau of Internal Revenue.

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Affidavit of Disclosure of No Relationship

Standard Form Number: **SF-GOOD-12**
Revised on: May 24, 2004

AFFIDAVIT OF DISCLOSURE OF NO RELATIONSHIP

I, _____, of legal age, (civil status), residing at _____
_____ after being sworn in accordance with law, do hereby depose and say:

1. That I am the authorized representative of (Name of Bidder) with office address at (Address of Bidder);
2. That the firm/partnership/joint venture/corporation, or any of its officers, directors, controlling stockholders and members, I represent for the bidding of (Name of Project), is not related by consanguinity or affinity up to the third civil degree to the head of agency, to the BAC, TWG or Secretariat members, or to any Procuring Entity official, who directly or indirectly took part in the bidding process;
3. That I am making this statement in compliance with Section 47 of the Implementing Rules and Regulations of Republic Act No. 9184, and in accordance with the requirements of the (Procuring Entity)-BAC.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__, in the City of _____, Philippines.

Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____, Philippines.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__

One of the legal documents required to be in the Eligibility Envelope of a prospective bidder is its Sworn affidavit that it is not related to the head of procuring entity, members of the BAC, TWG and Secretariat and members of the PMO, and the designers of the project, by consanguinity or affinity up to the third civil degree.

Contract Reference Number : **IB 2016-01-03**
 Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
 Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

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

Standard Form Number: **SF-GOOD-13a**
 Revised on: July 28, 2004

LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

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								
							Total Cost	

- Note: This statement shall be supported with:
- 1 Notice of Award and/or Contract
 - 2 Notice to Proceed issued by the owner
 - 3 Certificate of Accomplishments signed by the owner or authorized representative

Submitted by : _____
 (Printed Name & Signature)

Designation : _____

Date : _____

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all its on-going, completed, and awarded but not yet started contracts.

Contract Reference Number : **IB 2016-01-03**
 Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
 Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Statement of all Government and Private Contracts completed which are similar in nature

Standard Form Number: **SF-GOOD-13b**
 Revised on: July 28, 2004

STATEMENT OF ALL GOVERNMENT & PRIVATE CONTRACTS COMPLETED WHICH ARE SIMILAR IN NATURE

Business Name : _____
 Business Address : _____

Name of the Contract	a. Owner's Name	Nature of work	Bidder's Role	a. Amount of Award	a. Date Awarded
	b. Address		Description %	b. Amount of Completion	b. Contract Effectivity
	c. Telephone Nos.			c. Duration	c. Date Completed

Government

Private

Note: This statement shall be supported with:

- 1) Contract
- 2) Certificate of Completion
- 3) Certificate of Acceptance

Submitted by : _____
(Printed Name & Signature)
 Designation : _____
 Date : _____

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all contracts, which are similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder's largest single completed contract, adjusted to current prices using the National Statistics Office (NSO) consumer price indices available at the PhilGEPS website, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to be bid.

Contract Reference Number : **IB 2016-01-03**
 Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
 Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Credit Line Certificate

Standard Form Number: **SF-GOOD-15**
 Revised on: July 28, 2004

CREDIT LINE CERTIFICATE

Date: _____

Name of the Head of the Procuring Entity
Name of the Procuring Entity
Address of the Procuring Entity

CONTRACT/PROJECT	:	_____
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 Contractor.

This Certification is being issued in favor of said <Supplier/Distributor/Manufacturer/Contractor> in connection with the bidding requirement of (Name of the Procuring Entity) 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 <u><Supplier/Distributor/Manufacturer/Contractor></u> 's Authorized Representative	:	_____
Official Designation	:	_____

Note:
The amount committed should be machine validated.

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
 Until 31 December 20____
 PTR No. _____
 Issued at: _____
 Issued on: _____
 TIN No. _____

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

One of the financial document requirements from a bidder for Eligibility Check is a certificate of commitment specific to the contract at hand, issued by a licensed bank to extend to it a credit line if awarded the contract to be bid, in an amount not lower than that set by the procuring entity in the Bidding Documents, which shall be at least equal to ten percent (10%) of the approved budget for the contract to be bid. If the bidder wins the bidding, this cash deposit certification will have to be replaced by a credit line from the same bank, as part of the contract.

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Joint Venture Agreement

Standard Form Number: **SF-GOOD-17**
Revised on : May 24, 2004

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and between: _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

- and -

_____, of legal, (civil status), owner/proprietor of _____ a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the Kalinga State University.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

If the bidder is a joint venture, one of the requirements for Eligibility is the submission of a valid joint venture agreement.

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Supplier's/Distributor's/Manufacturer's/Contractor's Profile

Standard Form Number: **SF-GOOD-21**
Revised on : July 28, 2004

Republic of the Philippines

<Name of Procuring Entity>

<Address of Procuring Entity>

SUPPLIER'S/DISTRIBUTOR'S/MANUFACTURER'S/CONTRACTOR'S PROFILE

Date:

Name of Firm/Company:

Contractor ID:

General Information

Address:

Telephone Number:

Fax Number:

E-mail Address:

Cable Address:

Telex Number:

Legal Aspect

Tax Account No.

Foreign Contractor

Nationality:

Philippine Address:

Telephone Number:

Fax Number:

E-mail Address:

Cable Address:

Telex Number:

Percent of Filipino Ownership:

Person Managing Affairs of the Firm

Name:

Designation:

Telephone Number:

Authorized Liaison Officer

Name:

Designation:

Telephone Number:

Authorized Liaison Officer

Name:

Designation:

Telephone Number:

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Waiver to file a Motion for Reconsideration

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

WAIVER TO FILE A MOTION FOR RECONSIDERATION

WAIVER

I, (Name of the representative of the Bidder), of legal age, with office address at (Address of the Representative), after having sworn in accordance with the law, hereby depose and say:

1. That I am the ((Position of the Representative) of (Name of the Bidder) with business address at (Address of the Bidder);
2. That I am the duly authorized representative of the _____;
(Name of the Bidder)
3. That _____ is a bidder for the _____
(Name of the Bidder) *(Name of the Project)*
4. The _____ of the **Kalinga State University**;
(Name of the Bidder)
by the **Kalinga State University-BAC**, accepts said declaration by the **Kalinga State University-BAC** and will not file a motion for reconsideration;

AFFIANT FURTHER SAYETH NAUGHT.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2016
at **KSU Main Campus, National Road, Purok 6, Bulanao, Tabuk City, Kalinga, Philippines.**

Affiant

The BAC may return the eligibility envelope if the Prospective Bidder is declared "ineligible" and expressly waives his right to file a motion for reconsideration. Such waiver shall be made in writing using a form of this type, to be executed by the authorized representative of the ineligible bidder.

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Motion for Reconsideration

Standard Form Number: **SF-GOOD-25**
Revised on: May 24, 2004

MOTION FOR RECONSIDERATION

Date of Issuance

THE CHAIRMAN

Bids and Awards Committee
Kalinga State University
Purok 6, Bulanao, Tabuk City, Kalinga

Dear Sir/Madame:

In relation to the results of the Eligibility Check conducted for the bidding of the (Name of Project) held on (date and time of the Eligibility Check) at (venue of the Eligibility Check), we would like to request for reconsideration the decision of "Ineligibility" of our firm on the following grounds:

1. _____
2. _____
3. _____

We are hoping for your consideration.

Very truly yours,

Name of the Representative of the Bidder
Position of the Representative
Name of the Bidder

Received by the BAC:

Date: _____

Those found ineligible have seven (7) calendar days upon written notice or, if present at the time of opening of ineligibility requirements, upon verbal notification, within which to file a request for reconsideration with the BAC: Provided, however, That the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. (IRR-A Section 23.3)

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Request for Clarification

Standard Form Number: **SF-GOOD-29**
Revised on : May 24, 2004

REQUEST FOR CLARIFICATION

Date of Issuance

THE CHAIRMAN
Bids and Awards Committee
Kalinga State University
Purok 6, Bulanao, Tabuk City, Kalinga

Dear Sir / Madame:

In relation to the Section ___ of Page ___ of the Bidding Documents for (Name of the Project), to wit:

“ (quote unclear provision) ”

We would appreciate it if you could provide further explanation or clarification on the above.

Thank you very much.

Very truly yours,

Name of the Representative of the Bidder
Name of the Bidder

Received by the BAC:

Date: _____

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Supplemental/Bid Bulletin

Standard Form Number: **SF-GOOD-30**
Revised on: May 24, 2004

SUPPLEMENTAL/BID BULLETIN

Republic of the Philippines
Name of the Procuring Entity
Address of the Procuring Entity
Telephone and Fax Numbers of the Procuring Entity
Website Address of the Procuring Entity
E-mail Address of the Procuring Entity

ADDENDUM NO. _____

This Addendum No. ____ is issued to modify or amend items in the Bid Documents. This shall form an integral part of the Bid Documents.

or

In response to a query stated as "_____ (quote query here) _____", this Addendum is issued to modify or amend the Bid Documents. This shall form an integral part of the Bid Documents.

For guidance and information of all concerned.

Name of the BAC Chairman
BAC Chairman

Received by the Bidder:

Date: _____

A Supplemental / Bid Bulletin is a notice issued by the Procuring Entity to Eligible Bidders with respect to any clarifications or modifications in the Bidding Documents, including those affecting the technical specifications, procurement schedule, and other similar matters. It is prepared by the TWG, approved by the BAC, and publicized by the BAC Secretariat. It should be made available to all Prospective Bidders who have properly secured or purchased the Bidding Documents, not later than seven (7) calendar days before the deadline for the submission and receipt of bids.

Contract Reference Number : **IB 2016-01-03**
 Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
 Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Authority of Signatory (SPA)

Standard Form Number: **SF-GOOD-35**
 Revised on: May 24, 2004

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____ with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__ at _____.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 TABUK CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 20____, personally appeared:

NAME	CTC NO.	ISSUED AT/ON
------	---------	--------------

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
 Until 31 December 20____
 PTR No. _____
 Issued at: _____
 Issued on: _____
 TIN No. _____

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

The Authority of the Signatory is a requirement in the Technical Envelope. It refers to the authority of the signing official solely intended for the project: in the case of single proprietorship, there must be an affidavit of the owner or a Special Power of Attorney; for partnerships, a partnership resolution from the General Manager of President; for corporations, a board resolution with secretary's certificate; and for joint-venture, a resolution signed by all the joint-venture partners.

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Authority of Signatory (Secretary's Certificate)

Standard Form Number: **SF-GOOD-36**
Revised on: May 24, 2004

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ (Project ID-No.) _____ by the (Name of the Procuring Entity); and that if awarded the project shall enter into a contract with the (Name of the Procuring Entity); and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- 1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- 2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__ affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

The Authority of the Signatory is a requirement in the Technical Envelope. It refers to the authority of the signing official solely intended for the project: in the case of single proprietorship, there must be an affidavit of the owner or a Special Power of Attorney; for partnerships, a partnership resolution from the General Manager of President; for corporations, a board resolution with secretary's certificate; and for joint-venture, a resolution signed by all the joint-venture partners.

Contract Reference Number : **IB 2016-01-03**
 Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
 Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Post Qualification Evaluation Summary Report

Standard Form Number: **SF-GOOD-45**
 Revised on: May 24, 2004

1.0 PROJECT IDENTIFICATION

Narrative description of project to be bid.

Table 1. Identification

1.1 1.2 1.3 1.4 1.5	Purchaser (or Employer) (a) Name (b) Address Name of the Project Location of the Project Approved Budget of Contract Method of Procurement	
---------------------------------	--	--

2.0 INITIAL STEPS IN THE BIDDING PROCESS

Narrative description of bidding.

Table 2. Initial Steps in the Bidding Process

2.1 2.2 2.3 2.4 2.5 2.6	Pre-Procurement Conference (a) Date of Conference Invitation to Apply for Eligibility and to Bid (a) Date of first publication (b) Name of newspaper (c) Date of final publication (d) Name of newspaper Eligibility Check (a) Date of eligibility check (b) Number of eligibility envelopes received (c) Date of Notices sent to bidders (d) Motion for Reconsideration, if any Issuance of Bidding Documents (a) Period of availability of Bid Docs (b) Number of Bid Docs issued Amendments to Bidding docs, if any (a) List all issue dates Pre-bid Conference, if any (a) Date of Conference (b) Date of Minutes sent to bidders	
--	--	--

3.0 SUBMISSION AND OPENING OF BIDS AND PRELIMINARY EXAMINATION

Narrative description of bid submission and bid opening.

Table 3. Bid Submission and Opening

3.1 3.2 3.3 3.4 3.5	Bid Submission Deadline (a) Original date, time (b) Extensions, if any Bid Opening date, time Minutes of Bid Opening, date sent to bidders Numbers of bids submitted Bid validity period (days or weeks) (a) Originally specified (b) Extensions/Revisions, if any	
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Contract Reference Number : **IB 2016-01-03**
 Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
 Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Table 4. Bid Prices (as Read Out)

Bidder Identification/Name	Bid as Read Amount (Php)

4.0 BID EVALUATION

Narrative description of detailed examination of bids.

Table 5. Correction of Bids

Bidder Identification/Name	Bid as Calculated Amount (Php)

5.0 POST QUALIFICATION

Table 5. Post-Qualification Report

Bidder Identification/Name	Post-Qualified / Post-Disqualified	Grounds

Prepared by:

Submitted by:

 BAC TWG

 BAC Secretariat

The TWG, with the assistance of the BAC Secretariat, if necessary, shall prepare the Bid Evaluation Report, containing the details of the evaluation conducted, as well as the Minutes of the Proceedings. These documents shall be prepared and submitted to the BAC Chairman within three (3) calendar days from the date the evaluation was concluded.

Contract Reference Number : **IB 2016-01-03**
Name of the Contract : **Construction of Research, Agriculture and Forestry Laboratory Building and Upgrading of Facilities and Fixtures**
Location of the Contract : **Kalinga State University Bulanao Campus, National Road, Purok 6 Bulanao, Tabuk City, Kalinga, Philippines**

Notification of Bidding Result

Standard Form Number: **SF-GOOD-50**
Revised on: May 24, 2004

Republic of the Philippines
Name of the Procuring Entity
Address of the Procuring Entity
Telephone and Fax Numbers of the Procuring Entity
Website Address of the Procuring Entity
E-mail Address of the Procuring Entity

NOTIFICATION OF BIDDING RESULT

Date of Issuance

Name of the Losing Bidder
Address of the Losing Bidder
Fax Number of the Losing Bidder

Dear Sir / Madame:

We regret to notify you that the construction of (Name of the Project) has been awarded to a competing contractor, (Name of the LCRB) at its bid of (amount in words and numbers).

We look forward to your participation in the bidding of our other projects.

Very truly yours,

Head of the Procuring Entity
Position

The Head of the Procuring Entity, through the Procurement Unit/Office, immediately upon approval of the recommendation for award, shall issue the Notice of Award to the bidder with the LCRB. . At the same time, the BAC shall also notify all losing bidders of its decision.

