

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

ITB-NBDB-2021-001 (REPOST)

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Filipiniana Publications– refer to titles that were printed in the Philippines irrespective of the subject they treat of, because all of those are indispensable for the accurate study of the typography of the Archipelago; those that are those that are about the Philippines, no matter in what language they were written or the place where they were printed because they are more or less necessary for the study of the country; and those that were written by Filipinos on any subject, regardless of their imprint, because they are of great use to measure the intellectual capacity, laboriousness, taste, ambitions, etc. of Filipinos. National Library of the Philippines.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

Locally Published – books published in the Philippines by duly registered Philippine enterprises and independent publishers.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR *Supply and Delivery of Locally-Published Filipiniana Print Books for the Book Nook Project 2021(Repost)*

1. The *National Book Development Board*, through the *2021 General Appropriations Act (GAA)* intends to apply the sum of *THREE MILLION ONE HUNDRED SEVENTY SEVEN THOUSAND TWO HUNDRED EIGHTY PESOS (PHP 3,177,280.00)*. [Refer to Table 1 for the ABC corresponding to each lot, and the Procurement Project/identification number is Purchase Request No. 2021-125] being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

Table 1. Corresponding ABC for each Lot

| Lot No. | Lot Title | ABC (in Philippine Peso) |
|----------------|---|---|
| 1 | Titles Published by 19th Avenida Publishing House | 96,280.00 |
| 4 | Titles Published by Aklat Alamid | 59,800.00 |
| 7 | Titles Published by Ateneo de Naga University Press | 625,580.00 |
| 8 | Title Published by Bagong Likha Publications | 21,980.00 |
| 9 | Title Published by Balangay Media Productions | 35,880.00 |
| 12 | Title Published by Central Book Supply, Inc. | 26,860.00 |
| 13 | Titles Published by Chamber Shell Publishing, Inc. | 153,840.00 |
| 14 | Titles Published by Chopsoy Comics | 50,830.00 |
| 15 | Titles Published by Cubao Editions | 47,840.00 |
| 16 | Title Published by Goldprint Publishing House | 14,950.00 |
| 18 | Title Published by Ina nin Bikol Foundation | 11,960.00 |
| 19 | Titles that are Independently Published | 103,010.00 |
| 20 | Titles Published by Komikero Publishing | 29,900.00 |
| 21 | Titles Published by Komiket, Inc. | 311,560.00 |
| 23 | Title Published by Lapis sa Kalye | 17,940.00 |
| 24 | Titles Published by Meganon Comics Publishing House | 146,510.00 |

| | | |
|----|--|------------|
| 26 | Titles Published by OMF Literature, Inc. | 401,560.00 |
| 27 | Title Published by PageJump Folio | 17,650.00 |
| 28 | Titles Published by Paper Drawing Studio | 59,800.00 |
| 29 | Titles Published by Pintakasi Media Arts | 77,150.00 |
| 30 | Title Published by Pintura Comics Group | 16,450.00 |
| 31 | Titles Published by Point Zero | 20,930.00 |
| 33 | Titles Published by Rex Bookstore, Inc. | 134,550.00 |
| 34 | Title Published by Rocket Maiden Publishing | 17,940.00 |
| 35 | Titles Published by Savage Mind Publishing House | 114,220.00 |
| 36 | Titles Published by Silaw Publishing | 139,340.00 |
| 38 | Titles Published by Summit Publishing Company | 121,400.00 |
| 42 | Title Published by Tukod Foundation, Inc. | 53,770.00 |
| 43 | Title Published by University of Santo Tomas | 16,150.00 |
| 45 | Titles Published by Visprint, Inc. | 109,100.00 |
| 46 | Title Published by WS Pacific Publications, Inc. | 32,850.00 |
| 47 | Titles Published by Yonzon Associates, Inc. | 89,700.00 |

2. The **National Book Development Board** now invites bids for the above Procurement Project. Delivery of the Goods is required by *16 calendar days upon receipt of Notice to Proceed*. Bidders should have completed, within *the last five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the **National Book Development Board** and inspect the Bidding Documents at the address given below during *Monday to Friday from 8:00 a.m. - 5:00 p.m.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on **National Book Development Board Bids and Awards Committee (BAC) Secretariat** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents,

pursuant to the latest Guidelines issued by the GPPB, in the amount of *Five Hundred Pesos (PHP 500.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The *The National Book Development Board* will hold a Pre-Bid Conference¹ on **September 16, 2021, Thursday, 1:00 PM** at *4th Floor, Regalado Hive Building, Regalado Avenue, Fairview, Quezon City* and/or through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.

Topic: Pre-Bid Conference for the Supply and Delivery of Locally Published Filipiniana Print Books for the Book Nook Project 2021 (Repost)

Join Zoom Meeting:

<https://us02web.zoom.us/j/9550646792?pwd=djYxdUJyVnNWQlZ1TXA5dnF2YzB3dz09>

Meeting ID: 955 064 6792

Passcode: evc76K

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **September 28, 2021, Tuesday, 5:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **September 29, 2021, Wednesday, 9:00 AM** at the given address below and/or via *Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Topic: Bid Opening for the Supply and Delivery of Locally Published Filipiniana Print Books for the Book Nook Project 2021 (Repost) Time: Sep 29, 2021 09:00 AM Beijing, Shanghai

Join Zoom Meeting:

<https://us02web.zoom.us/j/9550646792?pwd=djYxdUJyVnNWQlZ1TXA5dnF2YzB3dz09>

Meeting ID: 955 064 6792

Passcode: evc76K

10. The *National Book Development Board* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Edcel F. Bober
Administrative Officer V
National Book Development Board
4th Floor, Regalado Hive Building, Regalado Avenue, Fairview, Quezon City
edcel@nbdb.gov.ph
(02)8551 1590
<https://booksphilippines.gov.ph/>

12. You may visit the following websites:

For downloading of Bidding Documents: <https://booksphilippines.gov.ph/>

07 September 2021

ANTHONY JOHN R. BALISI
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *National Book Development Board* wishes to receive Bids for the *Supply and Delivery of Locally-Published Filipiniana Print Books for the Book Nook Project 2021 (Repost)*, with identification number **ITB-NBDB-2021-001 (Repost)**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of **32 lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2021 General Appropriations Act (GAA)** in the amount of *THREE MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY PESOS* (PHP 3,177,280.00).

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until ***One Hundred Twenty (120) calendar days from the date of opening of bids, unless duly extended by the bidder upon the request of the Head of the Procuring Entity (HoPE) of the National Book Development Board.*** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid. To seal the bid, envelop, kindly glue the seal flap, sign the flaps, and place an adhesive tape over the flap.

Each Bidder will be required to provide a digital copy of their List of Titles per Lot in Microsoft Excel format or any other spreadsheet file readable in Windows.

16. Deadline for Submission of Bids

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

IATF COVID-19 protocols shall be strictly enforced. Those participating in-person shall be required to wear face mask and face shield at all times. Likewise, they shall be required to undergo COVID-19 antigen test on site. Anyone with positive result shall be barred from the in-person bid opening.

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

22. Force Majeure

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

| ITB Clause | | | | | | | | | | | | | | | | | | | | | |
|------------|---|--|--|--|--|---|-----------|----------|----------|---|-----------|----------|----------|---|------------|-----------|-----------|---|-----------|--------|----------|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <i>A single contract similar to the item/s to be bid and must be at least FIFTY percent (50%) of the ABC.</i></p> <p style="margin-left: 40px;">b. <i>Completed within the last five (5) years prior to the deadline for the submission and receipt of bids substantially in a FORM prescribed by the NBDB BAC (Annex B), must be accompanied by a copy or proof such as but not limited to official receipt, contract, purchase order, or delivery receipt.</i></p> | | | | | | | | | | | | | | | | | | | | |
| 7.1 | <i>Subcontracting is not allowed.</i> | | | | | | | | | | | | | | | | | | | | |
| 12 | The price of the Goods shall be quoted DDP <i>within Metro Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. | | | | | | | | | | | | | | | | | | | | |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. <i>The amount of not less than two percent (2%) of ABC of the corresponding Lot, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</i></p> <p style="margin-left: 40px;">b. <i>The amount of not less than five percent (5%) of ABC of the corresponding Lot, if bid security is in Surety Bond.</i></p> <table border="1" style="width: 100%; margin-left: 40px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">ABC <i>(in Philippine Peso)</i></th> <th style="text-align: center;">2% of the ABC <i>(in Philippine Peso)</i></th> <th style="text-align: center;">5% of the ABC <i>(in Philippine Peso)</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: right;">96,280.00</td> <td style="text-align: right;">1,925.60</td> <td style="text-align: right;">4,814.00</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: right;">59,800.00</td> <td style="text-align: right;">1,196.00</td> <td style="text-align: right;">2,990.00</td> </tr> <tr> <td style="text-align: center;">7</td> <td style="text-align: right;">625,580.00</td> <td style="text-align: right;">12,511.60</td> <td style="text-align: right;">31,279.00</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: right;">21,980.00</td> <td style="text-align: right;">439.60</td> <td style="text-align: right;">1,099.00</td> </tr> </tbody> </table> | Lot No. | ABC <i>(in Philippine Peso)</i> | 2% of the ABC <i>(in Philippine Peso)</i> | 5% of the ABC <i>(in Philippine Peso)</i> | 1 | 96,280.00 | 1,925.60 | 4,814.00 | 4 | 59,800.00 | 1,196.00 | 2,990.00 | 7 | 625,580.00 | 12,511.60 | 31,279.00 | 8 | 21,980.00 | 439.60 | 1,099.00 |
| Lot No. | ABC <i>(in Philippine Peso)</i> | 2% of the ABC <i>(in Philippine Peso)</i> | 5% of the ABC <i>(in Philippine Peso)</i> | | | | | | | | | | | | | | | | | | |
| 1 | 96,280.00 | 1,925.60 | 4,814.00 | | | | | | | | | | | | | | | | | | |
| 4 | 59,800.00 | 1,196.00 | 2,990.00 | | | | | | | | | | | | | | | | | | |
| 7 | 625,580.00 | 12,511.60 | 31,279.00 | | | | | | | | | | | | | | | | | | |
| 8 | 21,980.00 | 439.60 | 1,099.00 | | | | | | | | | | | | | | | | | | |

| | | | |
|----|------------|----------|-----------|
| 9 | 35,880.00 | 717.60 | 1,794.00 |
| 12 | 26,860.00 | 537.20 | 1,343.00 |
| 13 | 153,840.00 | 3,076.80 | 7,692.00 |
| 14 | 50,830.00 | 1,016.60 | 2,541.50 |
| 15 | 47,840.00 | 956.80 | 2,392.00 |
| 16 | 14,950.00 | 299.00 | 747.50 |
| 18 | 11,960.00 | 239.20 | 598.00 |
| 19 | 103,010.00 | 2,060.20 | 5,150.50 |
| 20 | 29,900.00 | 598.00 | 1,495.00 |
| 21 | 311,560.00 | 6,231.20 | 15,578.00 |
| 23 | 17,940.00 | 358.80 | 897.00 |
| 24 | 146,510.00 | 2,930.20 | 7,325.50 |
| 26 | 401,560.00 | 8,031.20 | 20,078.00 |
| 27 | 17,650.00 | 353.00 | 882.50 |
| 28 | 59,800.00 | 1,196.00 | 2,990.00 |
| 29 | 77,150.00 | 1,543.00 | 3,857.50 |
| 30 | 16,450.00 | 329.00 | 822.50 |
| 31 | 20,930.00 | 418.60 | 1,046.50 |
| 33 | 134,550.00 | 2,691.00 | 6,727.50 |

| | | | | |
|------|--|------------|----------|----------|
| | 34 | 17,940.00 | 358.80 | 897.00 |
| | 35 | 114,220.00 | 2,284.40 | 5,711.00 |
| | 36 | 139,340.00 | 2,786.80 | 6,967.00 |
| | 38 | 121,400.00 | 2,428.00 | 6,070.00 |
| | 42 | 53,770.00 | 1,075.40 | 2,688.50 |
| | 43 | 16,150.00 | 323.00 | 807.50 |
| | 45 | 109,100.00 | 2,182.00 | 5,455.00 |
| | 46 | 32,850.00 | 657.00 | 1,642.50 |
| | 47 | 89,700.00 | 1,794.00 | 4,485.00 |
| 19.3 | <p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p>Please refer to Annex A – Lots for the Procurement of Locally-Published Filipiniana Print Books for the Book Nook Project 2021</p> | | | |
| 20.2 | <p><i>List of required licenses and permits relevant to the Project and the corresponding law requiring it.</i></p> <ul style="list-style-type: none"> - <i>Copy of Authority to sell from the Publisher</i> - <i>Copy of Valid Certificate of Registration from the National Book Development Board</i> | | | |
| 21.2 | <p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p> | | | |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to the National Book Development Board in Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity’s Representatives at the Delivery Site are Reynaldo S. Flores, Jr., Charmaine Concepcion G. Capuchino, and Ansherina T. Torres.</p> |
| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions</p> |

| | |
|-----|--|
| | <p>Any special handling instructions Any relevant HAZCHEM classifications</p> |
| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |
| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <p><i>Partial payment is not allowed.</i> Payment should be in accordance with government terms (gross amount, send bill) and within 30 working days from complete delivery. Payment is bank-to-bank, preferably Landbank. Otherwise, interbank charges will be shouldered by the supplier.</p> |

Section VI. Schedule of Requirements

Project Name: ***Supply and Delivery of Locally-Published Filipiniana Print Books for the Book Nook Project 2021 (Repost)***
Purchase Request Number: 2021-125

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

| Lot | No. of Item/s | Quantity | Delivered, Weeks/ Months |
|--|----------------------|-----------------|---|
| Lot No. 1 Titles Published by 19th Avenida Publishing House | 5 | 52 copies | Within Sixteen (16) Calendar Days Upon Receipt of the Notice to Proceed (NTP) |
| Lot No. 4 Titles Published by Aklat Alamid | 5 | | |
| Lot No. 7 Titles Published by Ateneo de Naga University Press | 37 | | |
| Lot No. 8 Title Published by Bagong Likha Publications | 1 | | |
| Lot No. 9 Title Published by Balangay Media Productions | 1 | | |
| Lot No. 12 Title Published by Central Book Supply, Inc. | 1 | | |
| Lot No. 13 Titles Published by Chamber Shell Publishing, Inc. | 5 | | |
| Lot No. 14 Titles Published by Chopsoy Comics | 2 | | |
| Lot No. 15 Titles Published by Cubao Editions | 2 | | |
| Lot No. 16 Title Published by Goldprint Publishing House | 1 | | |
| Lot No. 18 Title Published by Ina nin Bikol Foundation | 1 | | |
| Lot No. 19 Titles that are Independently Published | 6 | | |
| Lot No. 20 Titles Published by Komikero Publishing | 2 | | |
| Lot No. 21 Titles Published by Komiket, Inc. | 12 | | |
| Lot No. 23 Title Published by Lapis sa Kalye | 1 | | |
| Lot No. 24 Titles Published by Meganon Comics Publishing House | 7 | | |
| Lot No. 26 Titles Published by OMF Literature, Inc. | 55 | | |
| Lot No. 27 Title Published by PageJump Folio | 1 | | |

| | | | |
|--|---|--|--|
| Lot No. 28 Titles Published by Paper Drawing Studio | 2 | | |
| Lot No. 29 Titles Published by Pintakasi Media Arts | 4 | | |
| Lot No. 30 Title Published by Pintura Comics Group | 1 | | |
| Lot No. 31 Titles Published by Point Zero | 1 | | |
| Lot No. 33 Titles Published by Rex Bookstore, Inc. | 6 | | |
| Lot No. 34 Title Published by Rocket Maiden Publishing | 1 | | |
| Lot No. 35 Titles Published by Savage Mind Publishing House | 5 | | |
| Lot No. 36 Titles Published by Silaw Publishing | 6 | | |
| Lot No. 38 Titles Published by Summit Publishing Company | 5 | | |
| Lot No. 42 Title Published by Tukod Foundation, Inc. | 1 | | |
| Lot No. 43 Title Published by University of Santo Tomas | 1 | | |
| Lot No. 45 Titles Published by Visprint, Inc. | 5 | | |
| Lot No. 46 Titles Published by WS Pacific Publications, Inc. | 3 | | |
| Lot No. 47 Title Published by Yonzon Associates, Inc. | 1 | | |

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, workforce requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of artisanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of artisanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and artisanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and artisanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Project Name: *Supply and Delivery of Locally-Published Filipiniana Print Books for the Book Nook Project 2021 (Repost)*
Purchase Request Number: 2021-125

| Lot | Item | Specification | Statement of Compliance |
|--|------|--|--|
| Lot No. 1 Titles Published by 19th Avenida Publishing House | 1 | KIKOMACHINE KOMIX Blg. 15: Bulwagan ng Misteryo. Abrera, Manix. 19th Avenida Publishing House. 2019. ISBN 9786219622301 | [Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross- referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.] |
| | 2 | KIKOMACHINE KOMIX Blg. 16: Nang Malingat ang Tadhana. Abrera, Manix. 19th Avenida Publishing House. 2021. ISBN 9786219622370 | |
| | 3 | TRESE Bloodlines Volume 1. Tan, Budjette & Baldisimo, Kajo. 19th Avenida Publishing House. 2020. ISBN 9786219622356 | |
| | 4 | TRESE Mass Murders Volume 3. Tan, Budjette & Baldisimo, Kajo. 19th Avenida Publishing House. 2009. ISBN 9786219622394 | |
| | 5 | TRESE Murder on the Balete Drive Volume 1. Tan, Budjette & Baldisimo, Kajo. 19th Avenida Publishing House. 2008. ISBN 9786219622363 | |
| Lot No. 4 Titles Published by Aklat Alamid | 6 | Dako nga Yahong sang Batchoy. Arado, Jennie & Maniago, Rayah. Aklat Alamid. 2021. ISBN 9786219653107 | |
| | 7 | Ditoy, Isdi, Idiay, Isna. Pulido, Heather & Abreu, Juno. Aklat Alamid. 2021. ISBN 9786219653114 | |
| | 8 | Paborito nga Duag ni Denden. Gadong, Early Sol & Montinola, Gil. Aklat Alamid. 2021. ISBN 9786219653121 | |
| | 9 | Papa Teyo. Baquiran, Mia & Abreu, Juno. Aklat Alamid. 2019. ISBN 9786219653135 | |
| | 10 | Ti Dakkel nga Armang. Espiritu, Rachel et al. Aklat Alamid. 2018. ISBN 9786219653128 | |
| Lot No. 7 Titles Published by Ateneo de Naga University Press | 11 | Pag-Ibig. Tolentino, Rolando, B. Ateneo de Naga University Press. 2014. ISBN 9789719913177 | |

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| 12 | Ang Pambansa, Alagad, Sining at Panitikan mga Piling Sanaysay. Lumbea, Bienvenido. Ateneo de Naga University Press. 2018. ISBN 9789719913726 |
| 13 | Archipelago of Stars. Mangansakan, Gutierrez II. Ateneo de Naga University Press. 2016. ISBN 9789719913498 |
| 14 | Bamboo Girls: Stories and Poems from A Forgotten Life. Casocot, Ian Rosales. Ateneo de Naga University Press. 2018. ISBN 9789719913481 |
| 15 | Bikolnon Biography Series: Chito Madrigal. Eduque, Alex Madrigal. Ateneo de Naga University Press. 2020. ISBN 9789719913955 |
| 16 | Bikolnon Biography Series: Fr. James O'Brien SJ. Castilla, Greg. Ateneo de Naga University Press. 2015. ISBN 9789719913320 |
| 17 | Bikolnon Biography Series: Jorge Imperial Barlin. Obias, Jose Fernando. Ateneo de Naga University Press. 2016. ISBN 9789719913542 |
| 18 | Bikolnon Biography Series: Jose Maria Panganiban. Alfonso, Ian. Ateneo de Naga University Press. 2021. ISBN 9789719913443 |
| 19 | Bikolnon Biography Series: Lilia Hilao. Hilao-Gualberto, Alice Rapi. Ateneo de Naga University Press. 2017. ISBN 9789719913610 |
| 20 | Bikolnon Biography Series: Luis Dato. Talla, Stephen Cenon. Ateneo de Naga University Press. 2020. ISBN 9789719913962 |
| 21 | Bikolnon Biography Series: Luis General Jr. General, Jose Martin, O. Ateneo de Naga University Press. 2015. ISBN 9789719913375 |
| 22 | Bikolnon Biography Series: Maria Lilia F. Realubit. Aureus, Carlos Ojeda. Ateneo de Naga University Press. 2021. ISBN 9786214720019 |
| 23 | Bikolnon Biography Series: Patricio Janer. Barbaza, Dr. Raniela, E. Ateneo de Naga University Press. 2020. ISBN 9789719913979 |

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| 24 | Bikolnon Biography Series: Potenciano Gregorio. Banzuela, Raffi. Ateneo de Naga University Press. 2015. ISBN 9789719913368 |
| 25 | Bikolnon Biography Series: Ramon San Andres. Felix, Maria Leny, E. Ateneo de Naga University Press. 2017. ISBN 9789719913566 |
| 26 | Bikolnon Biography Series: Raul Roco. Prilles, Wilfredo Briñas. Ateneo de Naga University Press. 2018. ISBN 9789719913573 |
| 27 | Bikolnon Biography Series: Simeon Ola. Dy, Christian. Ateneo de Naga University Press. 2018. ISBN 9789719913580 |
| 28 | Bikolnon Biography Series: Sr. Felicitas De Lima, DSA. De Lima, Leila. Ateneo de Naga University Press. 2020. ISBN 9789719913993 |
| 29 | Bikolnon Biography Series: Tomas Arejola. Soriano, Evelyn Caldera. Ateneo de Naga University Press. 2021. ISBN 9789719913764 |
| 30 | Flowers for Thursday. Tijam, Mia. Ateneo de Naga University Press. 2020. ISBN 9789719913887 |
| 31 | Guide to Bikol Orthography. Tria, Wilmer Joseph. Ateneo de Naga University Press. 2014. ISBN 9789719913153 |
| 32 | Isang Kahig, Isang Tula. Alejo, Albert, E. Ateneo de Naga University Press. 2019. ISBN 9789719913894 |
| 33 | Kapag Sumalupa ang Gunita. Sicat, Rogelio. Ateneo de Naga University Press. 2018. ISBN 9789719913665 |
| 34 | Malikmata: Mga Kuwentong Kababalaghan Mula Czech Republic. Cordero, Kristian & Olsa, Jaroslav. Ateneo de Naga University Press. 2018. ISBN 9789719913849 |
| 35 | Married Women. Moll, Maryanne. Ateneo de Naga University Press. 2011. ISBN 9789719913085 |
| 36 | Nuestro Perdido Eden: A Novella on Manila. Reyes, Virgilio, A. Jr. Ateneo de Naga University Press. 2019. ISBN 9789719913917 |

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| | 37 | Patid: Mga Kontemporaneong Kuwento ng mga Czech at Slovak na Manunulat. Olsa, Jaroslav Jr et al. Ateneo de Naga University Press. 2018. ISBN 9789719913863 |
| | 38 | Ranga: Writings on Bikol. Remoto, Danton. Ateneo de Naga University Press. 2017. ISBN 9789719913641 |
| | 39 | Rebellions: Notes on Independence. Stuart-Santiago, Katrina. Ateneo de Naga University Press. 2018. ISBN 9789719913733 |
| | 40 | Remains. Delgado, Daryll. Ateneo de Naga University Press. 2019. ISBN 9789719913832 |
| | 41 | Robot Unibersal ni Rossum. Sicat, Rogelio. Ateneo de Naga University Press. 2021. ISBN 9788074410550 |
| | 42 | Romances: Variations on Love. Santiago, Katrina, S. Ateneo de Naga University Press. 2018. ISBN 9789719913740 |
| | 43 | Socorro Federis Tate's Midnight and Other Stories. Federis-Tate, Socorro. Ateneo de Naga University Press. 2014. ISBN 9789719913214 |
| | 44 | The Book of Pedro Bautista: A Novella. Uy, Maryjane Guazon. Ateneo de Naga University Press. 2019. ISBN 9789719913870 |
| | 45 | The Last Sacristan Mayor and the Most Expensive Mass for the Dead: Tales from Ticao. Valiente, Tito Genova. Ateneo de Naga University Press. 2017. ISBN 9789719913658 |
| | 46 | The Saga of the Fugitive Indio Priest: A Novella. Ordoñez, Elmer, A. Ateneo de Naga University Press. 2018. ISBN 9789719913801 |
| | 47 | The Star of Panghulo. Mariano, Patricio. Ateneo de Naga University Press. 2018. ISBN 9789719913757 |
| Lot No. 8 Titles Published by Bagong Likha Publications | 48 | Trip to Quiapo. Lee, Ricky. Bagong Likha Publications. 1998. ISBN 9789719198000 |
| Lot No. 9 Titles Published by Balangay Media Productions | 49 | Why Mandaya Teens Have Sharp, Black Teeth? Morales, Ime. Balangay Media Productions. 2017. ISBN 9789719699125 |

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| Lot No. 12 Titles Published by Central Book Supply, Inc. | 50 | TABLAY NOVEL Paper Back Edition. Olan, Katrina, F. Central Book Supply, Inc. 2019. ISBN 9786210208993 |
| Lot No. 13 Titles Published by Chamber Shell Publishing, Inc. | 51 | Private Iris Book 1 : The Secretive Sleuth. Bautista, Jamie. Chamber Shell Publishing, Inc. 2016. ISBN 9786219510998 |
| | 52 | Siglo: Passion. Alfar, Dean Francis. Chamber Shell Publishing, Inc. 2005. ISBN 9789719290711 |
| | 53 | The Children of Bathala. Arre, Arnold. Chamber Shell Publishing, Inc. 2019. ISBN 9786219555357 |
| | 54 | The Mythology Class (2019 Edition). Arre, Arnold. Chamber Shell Publishing, Inc. 2019. ISBN 9789715082792 |
| | 55 | Ang Mundo ni Andong Agimat. Arre, Arnold. Chamber Shell Publishing, Inc. 2017. ISBN 9786219555333 |
| Lot No. 14 Titles Published by Chopsoy Comics | 56 | Carnal: Banahaw. Eloriaga-Amago, Bambi. Chopsoy Comics. 2018. ISBN 9786219558938 |
| | 57 | CARROT & CARROTS. Aquino, Ardie & Abaya, Seg. Chopsoy Comics. 2018 |
| Lot No. 15 Titles Published by Cubao Editions | 58 | About the Dying Dog and five other stories. De Guzman, Paul. Cubao Editions. 2019 |
| | 59 | Marienbad Etc.: A Rayeula Archive. Samaniego, Chiles. Cubao Editions. 2019 |
| Lot No. 16 Titles Published by Goldprint Publishing House | 60 | Kinunot, Kinalas, Kinamot: A Collection of Essays from Isarog, through Bikol Land to Lofty Mayon Peak with No Apologies to the Ateneo Marching Song. General, Luis Ruben, Perez, Jose, B. & Valiente, Tito Genova. Goldprint Publishing House. 2013 |
| Lot No. 18 Titles Published by Ina nin Bikol Foundation | 61 | An Enot na Piyesta kan Peñafrancia sa Bikol = The First Peñafrancia Fiesta in Bikol. Tria, Wilmer Joseph. Ina nin Bikol Foundation. 2013. ISBN 9789719581505 |
| Lot No. 19 Titles that are Independently Published | 62 | BALIK TANAW. Aquino, Ardie. Independently Published. 2020 |

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| | 63 | Foldabots Chronicles Vol.1. Tejido, Jomike. Independently Published. 2008 |
| | 64 | Foldabots Chronicles Vol.2. Tejido, Jomike. Independently Published. 2009 |
| | 65 | Lingon. Casipit, Mel. Independently Published. 2017 |
| | 66 | Opismeyts. Masangcay, Ramark. Independently Published. 2020 |
| | 67 | SAGALA. Tadiar, Tori. Independently Published. 2019 |
| Lot No. 20 Titles Published by Komikero Publishing | 68 | BAKOKAK. Alanguilan, Gerry. Komikero Publishing. 2017 |
| | 69 | Elmer. Alanguilan, Gerry. Komikero Publishing. 2011. ISBN 9789710870554 |
| Lot No. 21 Titles Published by Komiket, Inc. | 70 | Doobiedoo Asks. Eloriaga-Amago, Bambi. Komiket, Inc. 2020. ISBN 9786219564168 |
| | 71 | Kommunity 2021. Marte, Jerico at al. Komiket, Inc. 2021. ISBN 9786218244016 |
| | 72 | Tarantadong Kalbo Volume 2. Raymundo, Kevin Eric. Komiket, Inc. 2021 |
| | 73 | Twinkle, Twinkle. Tadiar, Tori. Komiket, Inc. 2021. ISBN 9786219564199 |
| | 74 | ALANDAL. Ignacio, Jay. Komiket, Inc. 2021. ISBN 9786219564151 |
| | 75 | Komiks Cum Laude (Yellow). Cervantes, Mitch et al. Komiket, Inc. 2017. ISBN 9786219564106 |
| | 76 | Kommunity 2017 (White). Arre, Arnold et al. Komiket, Inc. 2017. ISBN 9786219564113 |
| | 77 | Kommunity 2018 (Violet). Niño, Alex et al. Komiket, Inc. 2018. ISBN 9786219564120 |
| | 78 | Kommunity 2019 LGBTQ+ (Pink). Kampilan, Emiliana & Continuado, Betina. Komiket, Inc. 2019. ISBN 9786219564137 |
| | 79 | Kommunity 2020 Manila 2019-2050. Espinosa, Rod et al. Komiket, Inc. 2020. ISBN 9786219564144 |
| | 80 | Little Wolf. S, Cat. Komiket, Inc. 2020. ISBN 9786219564175 |

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| | 81 | Tarantadong Kalbo Volume 1. Raymundo, Kevin Eric. Komiket, Inc. 2020. ISBN 9786218244009 |
| Lot No. 23 Titles Published by Lapis sa Kalye | 82 | Queue 100 Dagling BPO. Lumen, Al Joseph Academia. Lapis sa Kalye. 2018. ISBN NO ISBN |
| Lot No. 24 Titles Published by Meganon Comics Publishing House | 83 | Callous Comics: Braving Life One Cup at a Time. San Juan, Carlos Jose. Meganon Comics Publishing House. 2016. ISBN 9789719691044 |
| | 84 | LAKAN AT MAKISIG. Ricardo Guiao, Jr. Meganon Comics Publishing House. 2017 |
| | 85 | Lunatic. Casipit, Mel. Meganon Comics Publishing House. 2015. ISBN 9789719691006 |
| | 86 | Mark 9 Verse 47 Book 1. Ezawa, Maika & Pascual, Tepai. Meganon Comics Publishing House. 2010. ISBN 9786219506038 |
| | 87 | Mark 9 Verse 47 Book 2. Ezawa, Maika & Pascual, Tepai. Meganon Comics Publishing House. 2014. ISBN 9786219506045 |
| | 88 | Noodle Boy. Herras, Paolo. Meganon Comics Publishing House. 2014. ISBN 9786219506014 |
| | 89 | STRANGE NATIVES: The Forgotten Memories of a Forgetful Old Woman. Herras, Paolo. Meganon Comics Publishing House. 2016. ISBN 9789719691013 |
| Lot No. 26 Titles Published by OMF Literature, Inc. | 90 | Aha! May Allergy Ka Pala! Gatmaitan, Luis, P. OMF Literature, Inc. 2010. ISBN 9789710090648 |
| | 91 | Ahhh! Nabalihan Ako! Gatmaitan, Luis, P. OMF Literature, Inc. 2015. ISBN 9789710094639 |
| | 92 | Ang Bagong Kaibigan ni Bing Butiki. Reyes, Yna. OMF Literature, Inc. 1993. ISBN 9789715117302 |
| | 93 | Ang Baha ng Kabaitan. Chong, Grace, D. OMF Literature, Inc. 2012. ISBN 9789710092086 |
| | 94 | Ang Kuya Kong Zombie. Gatmaitan, Luis, P. OMF Literature, Inc. 2020. ISBN 9789710098798 |

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| 95 | Ang Loro ni Teo. Chong, Grace, D. OMF Literature, Inc. 2007. ISBN 9789710495054 |
| 96 | Ang Sekretong Rekado. Chong, Grace, D. OMF Literature, Inc. 2011. ISBN 9789715119559 |
| 97 | Anghel na May Isang Paa. Chong, Grace, D. OMF Literature, Inc. 2012. ISBN 9789710090631 |
| 98 | Aray, Nasugatan Ako! Gatmaitan, Luis, P. OMF Literature, Inc. 2014. ISBN 9789715116589 |
| 99 | Aruy! Magang-maga ang Tonsil ni JM! Gatmaitan, Luis, P. OMF Literature, Inc. 2013. ISBN 9789710495061 |
| 100 | Ay! May Bukbok ang Ngipin ni Ani! Gatmaitan, Luis, P. OMF Literature, Inc. 2014. ISBN 9789715116473 |
| 101 | Ayan na si Bolet Bulate! Gatmaitan, Luis, P. OMF Literature, Inc. 1998. ISBN 9789715114912 |
| 102 | Basta Ayoko Pang Matulog! Gatmaitan, Luis, P. OMF Literature, Inc. 2005. ISBN 9789715119108 |
| 103 | Basurahan ni Teo. Chong, Grace, D. OMF Literature, Inc. 2003. ISBN 9789715117975 |
| 104 | Bee Helpful. Piap-Go, Joyce. OMF Literature, Inc. 2017. ISBN 9789710096596 |
| 105 | Big Brother. Chong, Grace, D. OMF Literature, Inc. 2016. ISBN 9789710495566 |
| 106 | Coming Home. Chong, Grace, D. OMF Literature, Inc. 2016. ISBN 9789710093267 |
| 107 | Dirty 'yan Judy Ann! Gatmaitan, Luis, P. OMF Literature, Inc. 2016. ISBN 9789710096503 |
| 108 | Dump Truck in My heart. Chong, Grace, D. OMF Literature, Inc. 2017. ISBN 9789710096961 |
| 109 | Dyaran! Ang Kambal ni Hebigat! Gatmaitan, Luis, P. OMF Literature, Inc. 2017. ISBN 9789710096541 |
| 110 | Ewww Kadiri! Ang Mga Germs! Gatmaitan, Luis, P. OMF Literature, Inc. 2013. ISBN 9789710092123 |

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| 111 | Hanapin ang Bituin. Chong, Grace, D. OMF Literature, Inc. 2005. ISBN 9789715118859 |
| 112 | Imbisibol. Reyes, Yna. OMF Literature, Inc. 2020. ISBN 9789710098804 |
| 113 | Kala-Kalahati. Chong, Grace, D. OMF Literature, Inc. 2002. ISBN 9789715117517 |
| 114 | Kaya ni Mina. Rivera, Janina Marie. OMF Literature, Inc. 2020. ISBN 9789710098811 |
| 115 | Kraaak! Nabali and Buto ni Ferdie! Gatmaitan, Luis, P. OMF Literature, Inc. 2003. ISBN 9789715117944 |
| 116 | Lagot! Baka May Lepto sa Baha! Gatmaitan, Luis, P. OMF Literature, Inc. 2013. ISBN 9789710092604 |
| 117 | Lala Burara. Dyquianco, Excel. OMF Literature, Inc. 2016. ISBN 9789710094714 |
| 118 | Lihim ng Nawalang Yaman. Chong, Grace, D. OMF Literature, Inc. 2006. ISBN 9789715119566 |
| 119 | Limang Lola sa Barko. Chong, Grace, D. OMF Literature, Inc. 2005. ISBN 9789715118866 |
| 120 | Matang Malaki, Matang Maliit. Chong, Grace, D. OMF Literature, Inc. 2004. ISBN 9789715117968 |
| 121 | May Giyera sa Katawan ni Mark. Gatmaitan, Luis, P. OMF Literature, Inc. 1993. ISBN 9789710092185 |
| 122 | May Mga Lihim Kami ni Ingkong. Gatmaitan, Luis, P. OMF Literature, Inc. 2001. ISBN 9789715116961 |
| 123 | Ha-ha-hatsinggg! Gatmaitan, Luis, P. OMF Literature, Inc. 2003. ISBN 9789715117937 |
| 124 | Nag-iiyakang mga Bata. Chong, Grace, D. OMF Literature, Inc. 2011. ISBN 9789710090112 |
| 125 | Naku! Ang Pula na Mata Ko! Gatmaitan, Luis, P. OMF Literature, Inc. 2003. ISBN 9789715117364 |
| 126 | Nakupo! Hinihika si Hermie! Gatmaitan, Luis, P. OMF Literature, Inc. 2009. ISBN 9789710090020 |

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| 127 | Namukadkad ang mga Bulaklak. Chong, Grace, D. OMF Literature, Inc. 2002. ISBN 9789715117531 |
| 128 | Wanted: Lolit, Lamok ng Dengue. Gatmaitan, Luis, P. OMF Literature, Inc. 1999. ISBN 9789710092130 |
| 129 | Ngiii! Ang Kati Kati ng Ulo Ko! Gatmaitan, Luis, P. OMF Literature, Inc. 2003. ISBN 9789715117951 |
| 130 | Nilalagnat si Enat! Gatmaitan, Luis, P. OMF Literature, Inc. 2016. ISBN 9789710095773 |
| 131 | Ooopsss, Kumukulo ang Tiyan ni Jimbo! Gatmaitan, Luis, P. OMF Literature, Inc. 2004. ISBN 9789715118392 |
| 132 | Pass or Fail? Molmisa, Ronald. OMF Literature, Inc. 2011. ISBN 9789710090938 |
| 133 | Puno na para sa lahat. Chong, Grace, D. OMF Literature, Inc. 2011. ISBN 9789710091096 |
| 134 | Sakto Lang. Bersales, Joshene. OMF Literature, Inc. 2020. ISBN 9789710098828 |
| 135 | Sandosenang Sapatos. Gatmaitan, Luis, P. OMF Literature, Inc. 2004. ISBN 9789715117418 |
| 136 | Signal Number 3. Gatmaitan, Luis, P. OMF Literature, Inc. 2014. ISBN 9789710093236 |
| 137 | Teka! Ang Labo Yata ng Aking Mata. Gatmaitan, Luis, P. OMF Literature, Inc. 2014. ISBN 9789710092987 |
| 138 | The Last Tree. Gutierrez, Gutch. OMF Literature, Inc. 2019. ISBN 9789710098460 |
| 139 | The Magic of Apo Mayor. Chong, Grace, D. OMF Literature, Inc. 2001. ISBN 9789715117081 |
| 140 | Tinola ni Nanay. Malibiran-Salumbides, Maloi. OMF Literature, Inc. 2020. ISBN 9789710098835 |
| 141 | Ulkkk! Di ko malunok ang tableta! Gatmaitan, Luis, P. OMF Literature, Inc. 2017. ISBN 9789715119450 |

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| | 142 | Unang Dalaw. Gatmaitan, Luis, P. OMF Literature, Inc. 2020. ISBN 9789710098767 |
| | 143 | What's this? Appendicitis! Gatmaitan, Luis, P. OMF Literature, Inc. 2018. ISBN 9789710097760 |
| | 144 | Yakkk, Bulutong-Tubig! Gatmaitan, Luis, P. OMF Literature, Inc. 2006. ISBN 9789715119542 |
| Lot No. 27 Titles Published by PageJump Folio | 145 | Toto O. Lasar, Charmaine. PageJump Folio. 2016. ISBN 9786219502849 |
| Lot No. 28 Titles Published by Paper Drawing Studio | 146 | Tales from the Kingdom of Tundo (Book 1). Del Rosario, M.A. Paper Drawing Studio. 2019 |
| | 147 | Tikbalang: A Collection of Stories. Del Rosario, M.A. Paper Drawing Studio. 2020 |
| Lot No. 29 Titles Published by Pintakasi Media Arts | 148 | An Amiga Kong si Joni. Arejola, Carlos, A. Pintakasi Media Arts. 2016. ISBN 9789710357079 |
| | 149 | An Enot na Puon nin Kalunggay. Arejola, Carlos, A. Pintakasi Media Arts. 2017. ISBN 9789719393054 |
| | 150 | An Mga Aki na Parasara nin Bulawan. Arejola, Carlos, A. Pintakasi Media Arts. 2016. ISBN 9789710357086 |
| | 151 | Boom Boom Boom, An mga Aki kan Camarinezoom. Arejola, Carlos, A. Pintakasi Media Arts. 2016. ISBN 9789719399016 |
| Lot No. 30 Titles Published by Pintura Comics Group | 152 | Pintura: Panimulang Yugto. Becaro, John et al. Pintura Comics Group. 2014 |
| Lot No. 31 Titles Published by Point Zero | 153 | Kubori Kikiam Omnibus (1-7). David, Michael. Point Zero. 2013 |
| Lot No. 33 Titles Published by Rex Bookstore, Inc. | 154 | My Bayani Journal Volume 1 (Karapatan at Dignidad). Mansujeto, Patrick John, F., Estrella, Victor, P. & Bardollas, Bella Joy, Q. Rex Bookstore, Inc. 2020. ISBN 9786210404029 |

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| | 155 | My Bayani Journal Volume 2 (Karunungan at Kahusayan). Mansujeto, Patrick John, F., Estrella, Victor, P. & Bardollas, Bella Joy, Q. Rex Bookstore, Inc. 2020. ISBN 9786210404036 |
| | 156 | My Bayani Journal Volume 3 (Kalayaan). Mansujeto, Patrick John, F., Estrella, Victor, P. & Bardollas, Bella Joy, Q. Rex Bookstore, Inc. 2020. ISBN 9786210404043 |
| | 157 | My Bayani Storybook Volume 1 (Karapatan at Dignidad). Gojo-Cruz, Genaro, R. & Sevilla-Simon, Tanya. Rex Bookstore, Inc. 2020. ISBN 9786210403961 |
| | 158 | My Bayani Storybook Volume 2 (Karunungan at Kahusayan). Gojo-Cruz, Genaro, R., Sevilla-Simon, Tanya & Garlitos, Rhandee. Rex Bookstore, Inc. 2020. ISBN 9786210403978 |
| | 159 | My Bayani Storybook Volume 3 (Kalayaan). Gojo-Cruz, Genaro, R., Sevilla-Simon, Tanya & Garlitos, Rhandee. Rex Bookstore, Inc. 2020. ISBN 9786210403985 |
| Lot No. 34 Titles Published by Rocket Maiden Publishing | 160 | Callous Comics: Toxic!!! (But Everything's Fine). San Juan, Carlos Jose. Rocket Maiden Publishing. 2020 |
| Lot No. 35 Titles Published by Savage Mind Publishing House | 161 | An poon kan pili asin iba pang osipon pan-aki = The Origin of pili and other stories for children. Tria, Wilmer Joseph et al. Savage Mind Publishing House. 2011. ISBN 9789719334958 |
| | 162 | Bahay Kubo: A Filipino Children's Song. Cordero, Kristian & Acabado, Stephen. Savage Mind Publishing House. 2020. ISBN 9786219633819 |
| | 163 | Gabos na Hayop, Pantay-Pantay : sarong pabula kan satuyang panahon. Tria, Wilmer Joseph. Savage Mind Publishing House. 2020. ISBN 9786219633802 |
| | 164 | Tabaco: Tatlong Sanaysay. Breis, Niles Jordan. Savage Mind Publishing House. 2021. ISBN 9786219633840 |
| | 165 | Dios Makina. Banzuela, Raffi. Savage Mind Publishing House. 2017 |

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| Lot No. 36 Titles Published by Silaw Publishing | 166 | Bawal Mamatay, May Tumawid na Rito. Madayag, Toto. Silaw Publishing. 2017 |
| | 167 | Cosmic Reaction. Sonsona, Sean. Silaw Publishing. 2018 |
| | 168 | Nang Ma-inlove ako sa Isang Sakristan. Mercado, Richard. Silaw Publishing. 2019 |
| | 169 | P*cha E' Di Komiks. Madayag, Toto. Silaw Publishing. 2016 |
| | 170 | P*cha E' Di Komiks Forever. Madayag, Toto. Silaw Publishing. 2018 |
| | 171 | You're Doing Just Fine. Sanchez, Jeremy. Silaw Publishing. 2019 |
| Lot No. 38 Titles Published by Summit Publishing Company | 172 | Black Bestiary: An Alejandro Pardo Compendium, The. Tan, Budjette & Hontiveros, David. Summit Publishing Company. 2018. ISBN 9786214042135 |
| | 173 | Hunghang Flashbacks 1. Borja, Drew. Summit Publishing Company. 2017. ISBN 9786214041749 |
| | 174 | Hunghang Flashbacks 2. Borja, Drew. Summit Publishing Company. 2019. ISBN 9786214043217 |
| | 175 | Salamangka. Sta Maria, Ian. Summit Publishing Company. 2019. ISBN 9786214043125 |
| | 176 | Salamangka 2. Sta Maria, Ian. Summit Publishing Company. 2020. ISBN 9786214043704 |
| Lot No. 42 Titles Published by Tukod Foundation, Inc. | 177 | Awit at Laro. Manosa, Gem Deveras. Tukod Foundation, Inc. 2018. ISBN 9789719237013 |
| Lot No. 43 Titles Published by University of Santo Tomas | 178 | Jacintina: Hiyas ng Panulat ni Emilio Jacinto. Almario, Virgilio S. University of Santo Tomas. 2011. ISBN 9789715066136 |
| Lot No. 45 Titles Published by Visprint, Inc. | 179 | 12 Silent Comics by Manix Abrera. Abrera, Manix. Visprint, Inc. 2009. ISBN 9789719456926 |
| | 180 | Bahay ni Marta. Lee, Ricky. Visprint, Inc. 2018. ISBN 9789719430773 |

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| | 181 | Kung Alam N'yo Lang: Mga Kuwentong Pambata Para Sa Hindi Na Bata. Lee, Ricky. Visprint, Inc. 2016. ISBN 9789719430759 |
| | 182 | News Hardcore! Hukbong Sandatahan ng Kahaggardan. Abrera, Manix. Visprint, Inc. 2015. ISBN 9789710545612 |
| | 183 | TRESE Unreported Murders Volume 2. Tan, Budjette. Visprint, Inc. 2021. ISBN 9786219622387 |
| Lot No. 46 Titles Published by WS Pacific Publications, Inc. | 184 | Kusina Ni Lola - A Collection of Filipino Recipes. Ferrer, Ryan Paul. WS Pacific Publications, Inc. 2020. ISBN 9789719936817 |
| | 185 | Smart Babies My Big Book of Early Learning. Ferrer, Ryan Paul. WS Pacific Publications, Inc. 2019. ISBN 9789719936848 |
| | 186 | Smart Kids My First Atlas of the Philippines. Ferrer, Ryan Paul. WS Pacific Publications, Inc. 2020. ISBN 9786214330775 |
| Lot No. 47 Titles Published by Yonzon Associates, Inc. | 187 | The First One Hundred Years of Philippine Komiks and Cartoons. Lent, John A. Yonzon Associates, Inc. 2009. ISBN 9789719455806 |

Note: Refer to Annex A for the complete list of titles with its corresponding details

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **and**
- (b) Valid registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- (c) Valid Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**
- (d) Valid tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (Form prescribed by the NBDB BAC, refer to Annex C) ; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (Form prescribed by the NBDB BAC, refer to Annex B); **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**
Original copy of Notarized Bid Securing Declaration (Form prescribed by the NBDB BAC, refer to Annex D); **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, workforce requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS) (Form prescribed by the NBDB BAC, refer to Annex E); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (Form prescribed by the NBDB BAC, refer to Annex F);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form (refer to Annex G); **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

Required Documents in BDS Section 20.2

- *Copy of Authority to sell from the Publisher; and*
- *Copy of Valid Certificate of Registration from the National Book Development Board.*