

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF ONLINE DATABASES SUBSCRIPTION

PB# 24-03-0007

Government of the Republic of the Philippines

Sixth Edition July 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines SURIGAO DEL NORTE STATE UNIVERSITY Narciso Street, Surigao City 8400, Philippines



INVITATION TO BID FOR PROCUREMENT OF ONLINE DATABASES SUBSCRIPTION

 The Surigao del Norte State University (SNSU), through the Corporate Budget for the Contract Approved by the Governing Boards intends to apply the sum of Six Million Pesos (P 6,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Procurement of Online Databases Subscription under PB No. 24-03-0007. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Description	Duration	Approved Budget for the Contract (ABC)	Price of Bidding Documents (Php)
1	TOURISM AND HOSPITALITY MANAGEMENT ONLINE DATABASE	1 year	Php 240,500.00	500.00
2	DATABASE OF EJOURNAL IN THE PHILIPINES	1 year	Php 300,000.00	500.00
3	ONLINE DATABASE FOR EDUCATORS' REFERENCES	1 year	Php 722,300.00	1,000.00
4	DATABASE PORTAL	3 years	Php 718,700.00	1,000.00
5	PHYSICAL EDUCATION AND DANCE ONLINE DATABASE	1 year	Php 390,500.00	500.00
6	BIOLOGICAL, EARTH, ENVIRONMENTAL, AND FOOD SCIENCE DATABASE	1 year	Php 1,824,670.00	3,250.00
7	ENGINEERING, COMPUTING AND TECHNOLOGY DATABASE	1 year	Php 1,803,330.00	3,250.00

- 2. The *Surigao del Norte State University (SNSU)* now invites bids for the above Procurement Project. Bidders should have completed, within *two (2) 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 nondiscretionary *"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 *SNSU* and inspect the Bidding Documents at the address given below during *8:00 a.m. to 5:00 p.m. Monday to Friday*.

5. A complete set of Bidding Documents may be acquired by interested Bidders upon payment of the non-refundable fee for the Bidding Documents *on a per lot basis* through:

a. Cashier Section, 1st Floor, SNSU Building, Narciso St., Surigao City; or
b. LAND BANK OF THE PHILIPPINES
Current Account Name: SURIGAO DEL NORTE STATE UNIVERSITY
Account No.: 0982-1048-66

Upon deposit, the bidders must submit the scanned copy of the deposit slip to <u>snsubac@gmail.com</u>.

- 6. **SNSU** will hold a Pre-Bid Conference¹ on *April 12, 2024, at 9:00 a.m.* at the *BAC Office, SNSU, Surigao City* and/or through video conferencing or webcasting via *Zoom*, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below or by sending the bid through a courier, on or before 9:00 *a.m. of April 24, 2024*. 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 *April 24, 2024, at 9:01 a.m.* at the **Bids & Awards Committee Office, SNSU, Surigao City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. *SNSU* 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 41of 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: MARITES F. GELLEGAN Head - Bids and Awards Committee Secretariat Surigao del Norte State University Narciso St., Taft, Surigao City 09094496207/09951953074 snsubac@gmail.com
- 12. You may visit the following websites:

For downloading of Bidding Documents: snsu.edu.ph

MR. JONAS ROBERT L. MIRANDA BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Surigao del Norte State University** wishes to receive Bids for the **Procurement of Online Databases Subscription. PB# 24-03-0007.**

Lot 1: TOURISM ANG HOSPITALITY MANAGEMENT ONLINE DATABASE Lot 2: DATABASE OF EJOURNAL IN THE PHILIPINES Lot 3: ONLINE DATABASE FOR EDUCATORS' REFERENCES Lot 4: DATABASE PORTAL Lot 5: PHYSICAL EDUCATION AND DANCE ONLINE DATABASE Lot 6: BIOLOGICAL, EARTH, ENVIRONMENTAL, AND FOOD SCIENCE DATABASE Lot 7: ENGINEERING, COMPUTING AND TECHNOLOGY DATABASE

The Procurement Project **Procurement of Online Databases Subscription** is composed of 7 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 the *FY 2024* in the amount of *Six Million Pesos (P 6,000,000.00)*.
- 2.2. The source of funding is: Corporate Budget for the Contract Approved by the Governing Boards

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.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: **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 {*[insert if applicable]* and/or through videoconferencing/webcasting} 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 [*state relevant period as provided in paragraph 2 of the* **IB**] 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 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

 $^{^2}$ 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.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet
For this purpose, contracts similar to the Project shall be:
a. Online Databases Subscription

ITB

Clause 5.3

7.1

Subcontracting is not allowed.

. 4 .

a.	Online Databases Subscription	
b.	completed within two (2) years prior to the deadline for the submission	
	and receipt of bids.	

12	The price of the Goods shall be quoted DDP [state place of destination] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.
19.3	"No further instructions"
20.2	Suppliers Performance Evaluation Result of the SLCC
21.2	"No further instructions"

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 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. 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

GCC Clause 1 [List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:] **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: [For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with **INCOTERMS.**" [For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. 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). For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)]. 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: Select appropriate requirements and delete the rest. performance or supervision of on-site assembly and/or start-up of the a. supplied Goods; furnishing of tools required for assembly and/or maintenance of the b. supplied Goods; furnishing of a detailed operations and maintenance manual for each c. appropriate unit of the supplied Goods; performance or supervision or maintenance and/or repair of the d. supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

Special Conditions of Contract

e. training of the Procuring Entity's personnel, at the Supplier's plant
and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
f. [Specify additional incidental service requirements, as needed.]
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 all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
Select appropriate requirements and delete the rest.
a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
b. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].
Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.

Packaging –
The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
The outer packaging must be clearly marked on at least four (4) sides as follows:
Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight
Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
Transportation –
Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

	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 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.
	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.
	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.
2.2	[If partial payment is allowed, state] "The terms of payment shall be as follows:
4	The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Delivery period is 30 calendar days upon receipt of the Notice to Proceed			

Section VII. Technical Specifications

Item	Qty	Unit	Specification	Statement of Compliance
				Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross- referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the 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.]

LOT 1 - TOURISM AND HOSPITALITY MANAGEMENT ONLINE DATABASE

Specifications		Statement of Compliance Comply/ Not Comply
Approved Budget for the Contract (ABC)	₱240,500.00	
Content Coverage	 Architectural influence on tourism cities Authentic leadership in hospitality City planning for tourists City tourism governance Climate change impact on the hospitality industry Conventions and conferences Crime research in tourism Cultural appropriation by tourists Culture and heritage Customer based brand equity Dark tourism Entrepreneurship in tourism and hospitality Events and festivals Hospitality brand support Hospitality management Hospitality management Hospitality technology and innovation Mobility of tourists Sustainable growth in hospitality Tourism reviews on social media Tourist consumer behaviour Tourist impact on urban areas Tourist spread of disease 	
Features	 scan sign up/create a Profile to gain access to personalization features such as "Save Search" and "Table of Contents alerts" Contents accessible in HTML, PDF and ePub formats Accessible via desktop and mobile devices Multi-user, institution-wide access Supports major authentication methods such as IP, Shibboleth, OpenAthens, Referring URL and Proxy services (e.g. EZproxy, RemoteXs, MyLoft, etc) Indexed in all major discovery systems including Primo, Summon, OCLC and EBSCO Users can download citations directly from 	

	the statement is increased into the state	
	the platform to import into their citation	
	management tool	
	• KBART (for ebooks and ejournals) and	
	MARC records (for ebooks) available for download	
	• 8 journal titles	
	• 500+ articles for 2022	
	• with 900,000+ downloads each year	
	• all journals received a Scopus CiteScore,	
	2021	
	3 titles accepted in Journal Citation Reports	
	(from Clarivate, 2021)	
	• 5 titles accepted in Emerging Sources	
	Citation Index (from Clarivate, 2021)	
	• Key titles	
	- International Journal of Contemporary	
	Hospitality Management : Sponsored by the	
	Institute for Research and Innovation and Services	
	Development (IRISS), this is the third-highest-	
	ranked tourism and hospitality journal in the world	
	runned tourioni and nospitality journal in the world	
	- International Journal of Tourism	
	Cities : Launched in 2015, this is the official journal	
	of the International Tourism Studies Association	
	of the merilational routism statics resociation	
	- Tourism Review	
	- International Journal of Culture,	
	Tourism and Hospitality Research :	
Users and Access	Accessible to all full-time students, faculty, admin,	
Users and Access	staff and employees of the institution	
	Online platform, requires internet to access	
	With onsite IP authentication and remote access	
	capabilities	
	• One (1) year subscription access, subject to annual	
C /	renewal	
System/	Complete functionality and every internet browser	
Technical		
Requirements		
Support	Product Training for Library Personnel,	
	Faculty and Students	

LOT 2 - DATABASE OF EJOURNAL IN THE PHILIPINES

Specifications		Statement of Compliance Comply/ Not Comply
Approved Budget for the Contract (ABC)	₱300,000.00	
Content Coverage	 Business Management including economics, finance, and marketing Electronic and Telecommunication including Computer Science, Technology and Applications Agriculture, Biology and Environmental Sciences including Aquatic Sciences, Animal Science and Agronomy Arts and Humanities including History, Arts, Literature and Philosophy Clinical Medicine including Nursing, Public Health, and other Health Sciences Engineering and Computing Technology such as Civil Engineering and Information Technology Social and Behavioral Sciences such as Ethics, Cultural Studies, and Anthropology Law 	
Features	 Education Database of purely Filipino journal content With journal publications contributed by academic institutions and professional organizations in the Philippines Consist of journal titles that are scholarly in content, contain original research, and are published or will be published in the Philippines Provides access to 96 subscription journal titles and 103+ open access journal titles Provides access to 5,500+ articles from subscription journal titles and 7,300+ articles from open access journal titles Provides access to content from 90+ contributors Users can download articles in PDF format 	
Users and Access	•Unlimited Simultaneous Access •Unlimited Remote Access •Annual Subscription	
System/ Technical Requirements	Complete functionality in every internet browser	
Support	Product Training for Library Personnel, Faculty and Students	

LOT 3 - ONLINE DATABASE FOR EDUCATORS' REFERENCES

Specifications		Statement of Compliance Comply/ Not Comply
Approved Bud for the Contr (ABC)	· · · · · · · · · · · · · · · · · · ·	
Content Coverage	Topic categories include: Arts and humanities Child and adolescent counseling Child development Computer networks Developmental disabilities Educational administration Educational psychology Family law Higher education Hispanic studies Interpersonal relations Instructional technology Mathematics Secondary education Special education Full-text periodicals cover a variety of disciplines that include: Adult Learning Alternative Routes to Teacher Certification Child and Adolescent Social Work Journal Educational Technology History of Education Review International Journal on E-Learning Journal of Autism and Developmental Disorders Journal of Chemical Education Journal of Sport and Exercise Psychology Memory and Cognition Organizational Dynamics University Business What to Expect Your First Year of Teaching Women and Work <td></td>	
Features	 On-Demand Translation - content translation is available in 23 languages, and platform translation 	

	in 34 languages on screen and reads aloud	
	Citation Tools - Integrated directly into the user's	
	workflow, formatted citations can be easily	
	imported from single or multiple documents to	
	services like EasyBib or NoodleTools. MLA, APA,	
	and Chicago-style citations are supported.	
	 Optimized Content - Responsive design fits the 	
	platform to any screen size on any device. It can be	
	accessed using a Laptop, Desktop Computer, Simple	
	Smart Phone, or Tablet.	
	■ Interlink - InterLink technology builds a web of	
	connections across Gale resources.	
	Leverages Gale's unique subject indexing and	
	results-ranking algorithms to deliver hyperlinked	
	information within the context of what the user is	
	already reading.	
	This ensures more relevant discovery.	
	■ Collaboration Tools - Integrated with G Suite for	
	Education and Microsoft Office 365 tools, enable	
	users to share, save and download content	
	including highlights and notes.	
	■ Content Download - enables users to download	
	content in PDF or MP3 format for offline reading or	
	listening.	
Users and Access	•Unlimited Simultaneous Access	
	•Unlimited Remote Access	
	 Annual Subscription 	
System/ Technical	■ Complete functionality and every internet browser	
Requirements	Optimized Content - Responsive design fits the	
	platform to any screen size on any device. It can be	
	accessed using a Laptop, Desktop Computer, Simple	
	Smart Phone, or Tablet.	
Support	Product Training for Library Personnel,	
	Faculty and Students	

LOT 4 - DATABASE PORTAL

Specifications		Statement of Compliance Comply/ Not Comply
Approved Budget for the Contract (ABC)	₱718,700.00	
Content Coverage	•Online library for an institution's digital content, proxy-based remote access solution	
Features	 Admin Portal Single Admin Dashboard Console-based User Management Resource Management Email notifications Comprehensive reports module Alerts via email and portal Web portal CMS-based device responsive portal to organize resources Resource Accessibility Single sign-on Support for linking videos, image galleries, e-resources, and e-books on a single platform 	
Users and Access	 In-Built Authentication. Option for external Single Sign On system integration such as SAML 2.0, OAuth, and LDAP One (1) year subscription access, subject to annual renewal 	
System/ Technical Requirements	 Minimal IT skills to maintain the system Minimal IT infrastructure requirement : cloud hosting model 	
Support	Product Training for Library Personnel, Faculty and Students	

LOT 5 - PHYSICAL EDUCATION AND DANCE ONLINE DATABASE

Specifications		Statement of Compliance Comply/ Not Comply
Approved Budget for the Contract (ABC)	₱390,500.00	
Content Coverage	The collection contains over 190 market-leading ebooks from Human Kinetics, including textbooks, supplementary monographs and materials for practitioners. With a growing collection of products on offer, libraries can create a rich, bespoke package that best serves the research needs of their users. Topics covered include: • Active Aging • Anatomy • Athletic Training and Therapy • Biomechanics • Coaching • Cognition and Mental Health • Exercise Prescription, Instruction and Assessment • Fitness and Health • Health Promotion • History of Sport • Kinesiology and Exercise Science • Leadership • Motor Behavior • Nutrition and Supplements • Outdoor and Adventure Recreation • Physiology of Sport and Exercise • Research Methods, Measurements, and Evaluation • Risk Management • Ethics in Sport • Sport Management, Marketing and Finance • Sport Analytics and Performance • Strength Training • Therapeutic and Inclusive Recreation • Youth Sports and Fitness	
	A dynamic collection of leading dance material.	

	Featuring more than 500 videos and 800 audio clips alongside ebooks and images, Dance Technique is a dynamic collection that presents instruction-focused material and fills in the gaps of dance in digital learning. Recently updated with newly published ebooks and video clips, the carefully curated content supports students developing their dance technique and provides instructors with valuable tools that can be implemented within their curriculum.	
Features	Highly visual and engaging content, including a suite of instructional videos, images and audio clips to create a rich and rewarding instructional experience for instructors and students. User friendly platform featuring an engaging, easy- to-navigate interface and sophisticated indexing and searching tools, allowing for easy research and discoverability at the chapter level. A bespoke taxonomy to allow the user to discover the most relevant content. Annual updates of new ebooks and videos.	
Users and Access	 Access by IP address, proxy server, Shibboleth, WAYFless URL and other standard authentication methods Unlimited simultaneous users Convenient online account management service New and updated content added once a year Support for outbound OpenURL linking from citations Chapter-level and book-level DOIs 	
System/ Technical Requirements	Hosting: Web-based Conforms to accessibility standards for most Level A (Priority 1) and AA (Priority 2) success criteria of the Web Content Accessibility Guidelines (WCAG 2.0) developed by the Worldwide Web Consortium (W3C)	
Support	 ✓ Free promotional materials ✓ Free user training ✓ COUNTER usage statistics ✓ MARC records at volume level for all book titles ✓ Institutional logo displayed on interface SUSHI service available for automatic harvesting of COUNTER usage statistics 	

LOT 6 - BIOLOGICAL	EARTH. EI	NVIRONMENTAL	AND FOOD	SCIENCE DATABASE
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Specifications		Statement of Compliance Comply/ Not Comply
Approved Budget for the Contract (ABC)	₱1,824,670.00	
Content Coverage		
	182+ journals 49.3k+ volumes of research 303.6k+ peer-reviewed articles	
	Subject Areas Agricultural Studies Aquatic & Marine Sciences Biocontrol & Plant Sciences Botany & Plant Sciences Botany & Plant Sciences Earth Sciences Entomology Environmental Studies Food Science & Technology Marine & Aquatic Sciences Resources Conservation & Recycling Soil Science Veterinary Science Wildlife Management Zoology & Natural History 	
Features	 Full-text access to 2024 issues plus backfile access starting year 2020 Platform has single search bar Readily available citation formats 	
Users and Access	 Access deployment via IP-address Unlimited and simultaneous concurrent users DRM-Free PDF Downloading-enabled Hosting: web- & cloud-based, browser optimized 	
System/ Technical Requirements	 Download data for your institution, including COUNTER-compliant usage figures and KBART files Usage report generation in COUNTER5 format IT Technical Requirements: compatible with any web browser application. Namely, Google Chrome, Microsoft Edge, Firefox, Safari and 	

	etc. Journals are hosted in this website: <u>https://www.tandfonline.com</u>	
Support	 Free user training Marketing collateral Costumer and technical assistance over email, phone or on-site (if needed) 	

LOT 7 - ENGINEERING, COMPUTING AND TECHNOLOGY DATABASE

Specifications		Statement of Compliance Comply/ Not Comply
Approved Budget for the Contract (ABC)	₱1,803,330.00	
Content Coverage		
	185+ journals 41.4k+ volumes of research 283.9k+ peer-reviewed articles	
	Subject Areas Artificial Intelligence Chemical Engineering Civil Engineering Control Engineering Design Engineering Electrical & Electronics Engineering Energy Ergonomics Geotechnical Engineering GIS Industrial Engineering Information Technology Manufacturing Research Mechanical Engineering Remote Sensing 	
Features	 Full-text access to 2024 issues plus backfile access starting year 2020 Platform has single search bar Readily available citation formats 	
Users and Access	 Access deployment via IP-address Unlimited and simultaneous concurrent users DRM-Free PDF Downloading-enabled Hosting: web- & cloud-based, browser optimized 	
System/ Technical Requirements	 Download data for your institution, including COUNTER-compliant usage figures and KBART files Usage report generation in COUNTER5 format IT Technical Requirements: compatible with any web browser application. Namely, Google Chrome, Microsoft Edge, Firefox, Safari and etc. 	

	Journals are hosted in this website: https://www.tandfonline.com	
Support	Free user training	
	Marketing collateral	
	Costumer and technical assistance over email, phone or	
	on-site (if needed)	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
 or

Original copy of Notarized Bid Securing Declaration; and

- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
- Image: (f) Original duly signed Omnibus Sworn Statement (OSS); <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- 2 (i) Original of duly signed and accomplished Financial Bid Form; and
- 2 (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) [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.
- Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



"For Nation's Greater Heights"