

REPUBLIKA NG PILIPINAS
Republic of the Philippines
KAGAWARAN NG EDUKASYON
DEPARTMENT OF EDUCATION

BIDDING DOCUMENTS

PART II

Procurement of Manuscripts for Grades 1 and 7



Bureau of Learning Resources

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Section I. Notices of Eligibility and Short Listing

Section II. Instructions to Bidders

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A. General

1. Introduction

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, partnership, corporation, or a joint venture (JV) (hereinafter referred to as “Publisher/Individual Author”) from among those short listed, in accordance with the evaluation procedure specified in the **BDS**.
- 1.2. The Procuring Entity has received financing (hereinafter called “funds”) from the source indicated in the **BDS** (hereinafter called the “Funding Source”) toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.
- 1.3. Publishers/Individual Authors are invited to submit bids composed of a technical proposal and a financial proposal for procurement of Manuscripts required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Publisher/Individual Author.
- 1.4. If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity’s satisfaction prior to the commencement of the next phase.
- 1.5. Publishers/Individual Authors must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Publishers/Individual Authors are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB Clause 7**.
- 1.6. The Publishers/Individual Authors’ costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.
- 1.7. Publishers/Individual Authors shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, or coercive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB Clause 3.1**.

2. Conflict of Interest

- 2.1. The Funding Source’s policy requires that publishers/individual authors provide manuscripts for textbooks and teacher’s manuals that comply with curriculum guidelines and pass quality standards of the Department. The Employees of Procuring Entity shall not be commissioned by publishers/

individual authors for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality of this rule, Publishers/Individual Authors shall not be engaged when publishers (including their officers, sub-publishers, authors, editors, illustrators, and layout designers/artists), and individual authors have a business, or family relationship within the third civil degree of affinity or consanguinity with a member of the Procuring Entity's staff who are directly or indirectly involved in any part of:

- (a) The preparation of the Learning Competencies/standards of the manuscript and Terms of Reference (TOR) of the contract, if applicable;
- (b) The evaluation and selection process for the manuscript; or
- (c) The recommendation, acceptance and approval of the final manuscript

Publishers/Individual Authors may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Entity.

- 2.2. Publishers/Individual Authors shall not be related to the Head of the Procuring Entity, members of the BAC, the TWG, and the Procurement Planning and Management Division, the head of the PMO or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall apply as follows:

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

Relationship of the nature described above or a failure to comply with the provisions of this clause will result in the rejection of the Publisher/Individual Author's bid.

- 2.3. Subject to the provisions of **ITB Clause 2**, any previous or ongoing participation by the Publisher/Individual Author or its professional staff under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Publishers/Individual Authors should clarify their situation in that respect with the Procuring Entity before preparing its bid.
- 2.4. Failure by a Publisher/Individual Author to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.
- 2.5. Publishers/Individual Authors are discouraged to include officials and employees of the Government of the Philippines (GOP) as part of its personnel. Participation of officials and employees of the GOP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that publishers/individual authors do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed publishers/individual authors all information that would in that respect give each Publisher/Individual Author a competitive advantage, together with Bidding Documents.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. The Procuring Entity as well as the Publishers/Individual Authors shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the

offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GOP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” means
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB Clause 3.1(a)**.
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Publisher/Individual Author in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC Clause 3**.

4. Publisher/Individual Author's Responsibilities

- 4.1. The Publisher/Individual Author or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VII. Bidding Forms as required in **ITB Clause 10.2.(h)**.
- 4.2. The Publisher/Individual Author is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for this Project, if any; and
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB Clause 8.3**.
 - (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and
- (j) Complying with existing labor laws and standards, if applicable.

Failure to observe any of the above responsibilities shall be at the risk of the Publisher/Individual Author concerned.

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) *Curriculum Guidelines*, (b) *Permissions and clearances for borrowed and adapted texts and art from the rightful owner/copyright holder*, (c) *Cost of revisions and review by Editorial Board*, and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Publisher/Individual Author out of the data furnished by the Procuring Entity.
- 4.5. Before submitting their bids, the Publishers/Individual Authors are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GOP which may affect the contract in any way.
- 4.6. The Publisher/Individual Author shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those

costs, regardless of the conduct or outcome of the bidding process.

- 4.7. Publishers/Individual Authors should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

5. Origin of Associated Goods

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

6. Subcontracts

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

B. Contents of Bidding Documents

7. Pre-Bid Conference

- 7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Publishers/Individual Authors' questions on the technical and financial components of this Project.
- 7.2. Publishers/Individual Authors are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the

Publisher/Individual Author will in no way prejudice its bid; however, the Publisher/Individual Author is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

- 7.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

8. Clarifications and Amendments to Bidding Documents

- 8.1. Publishers/Individual Authors who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 8.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 8.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Publishers/Individual Authors who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Publishers/Individual Authors who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB Clause 20**.

C. Preparation of Bids

9. Language of Bids

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Publisher/Individual Author and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Publisher/Individual Author may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern, for purposes of interpretation of the bid.

10. Documents Comprising the Bid: Technical Proposal

10.1. While preparing the Technical Proposal, Publishers/Individual Authors must give particular attention to the following:

- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
- (b) The manuscripts submitted for evaluation shall bear no markings such as but not limited to logos, names, words, addresses, or ISBNs that will enable the evaluator to identify the publisher/individual author or other persons associated with the manuscripts.

10.2. The Technical Proposal shall contain the following information/documents:

- (a) Bid security as prescribed in **ITB Clause 15**. If the Bidder opts to submit the bid security in the form of:
 - (i) a bank draft/guarantee or an Irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (ii) a surety bond callable upon demand accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument.
- (b) Information indicated in the paragraphs below must be provided by the Publisher/Individual Author and each partner and/or subcontractor, if any, following the formats described in **Section VI. Terms of Reference**:
 - (i) A concise, complete, and logical description of how the publisher/individual author's team shall carry out the services to meet all requirements of the TOR.
 - (ii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as revisions in the manuscripts required under the TOR.
 - (iii) An organization chart indicating relationships amongst the Publisher/Individual Author and any partner and/or subcontractor, the Procuring Entity,

the Funding Source and the GOP, and other parties or stakeholders, if any, involved in the project.

- (iv) Comments, if any, on the TOR (**TPF 2. Comments and Suggestions of Publisher/Individual Author on the Terms of Reference**) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project.
- (c) List of key staff/personnel assigned to the contract to be bid indicating names (including pseudonyms) of authors, and authors' key staff's signed written commitment to work for the project once awarded the contract.
- (d) Evaluation fee for each set of manuscripts in an amount and form as specified in the **BDS**.
- (e) A complete submission of manuscripts for evaluation as specified in the **BDS**.
- (f) List of completed and on-going project.
- (g) Approach, work plan, and schedule.
- (h) Sworn statement by the prospective bidder or its duly authorized representative in the form prescribed by the GPPB as to the following:
 - (i) It is not "blacklisted or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, foreign government/foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB;
 - (ii) Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - (iii) It is authorizing the HOPE or his duly authorized representative/s to verify all the documents submitted;
 - (iv) The signatory is the duly authorized and designated representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, with the duly notarized Secretary's Certificate

attesting to such fact, if the prospective bidder is a corporation, partnership or joint venture;

- (v) It complies with existing labor laws and standards;
- (vi) It complies with the Disclosure Provision under Section 47 of R.A. 9184 in relation to other provisions of R.A. 3019;
- (vii) It complies with the responsibilities of a prospective or eligible bidder provided in the PBDs; and
- (viii) It did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

11. Documents Comprising the Bid: Financial Proposal

- 11.1. All information provided in a Publisher/Individual Author's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.
- 11.2. The Financial Proposal requires completion of the Financial Proposal Submission Form.
- 11.3. The Publisher/Individual Author shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.4. The Financial Proposal should clearly estimate, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Publishers/Individual Authors, the subcontractors, and its personnel.
- 11.5. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

12. Alternative Bids

Publishers/Individual Authors shall submit only one bid and shall not associate with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity.

13. Bid Currencies

- 13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the BDS. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.
- 13.2. If so allowed in accordance with **ITB Clause 13.1**, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the Bangko Sentral ng Pilipinas (BSP) reference rate bulletin on the day of the bid opening.
- 13.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

14. Bid Validity

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Publishers/Individual Authors to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB Clause 15** should also be extended corresponding to, at least, the extension of the bid validity period. A Publisher/Individual Author may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Publisher/Individual Author granting the request shall not be required or permitted to modify its bid.

15. Bid Security

- 15.1. The bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
a. Cash or cashier's/ manager's check issued by a Universal or Commercial	Two percent (2%)

Bank.	
b. Bank draft/guarantee or Irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c. Surety bond callable upon demand issued by a surety o insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
d. Any combination of items (a) to (c) above.	Proportionate to share of form with respect to total amount of security
e. Bid Securing Declaration	No percentage required

(refer to Section III, BDS 15.1 for clarification)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 31.2, from receipt of the Notice of Award, and committing to pay the corresponding fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Publishers/Individual Authors after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB Clause 15.2**.

15.4. Upon signing and execution of the contract pursuant to **ITB Clause 30**, and the posting of the performance security pursuant to **ITB Clause 31**, the Publisher/Individual Author's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB Clause 15.2**.

15.5. The bid security may be forfeited:

- (a) if a Publisher/Individual Author:
 - (i) withdraws its bid during the period of bid validity specified in **ITB Clause 15.2**;
 - (ii) does not accept the correction of errors pursuant to **ITB Clause 11.5**;
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB Clause 27.2**; or
 - (iv) any other reason stated in the **BDS**.
- (b) if the successful Publisher/Individual Author:
 - (i) fails to sign the contract in accordance with **ITB Clause 30**;
 - (ii) fails to furnish performance security in accordance with **ITB Clause 31**;
 - (iii) fails to enter into a Joint Venture with the potential JV partners in the event of a contract award; or
 - (iv) any other reason stated in the **BDS**.

16. Format and Signing of Bids

16.1. Publishers/Individual Authors shall submit their bids through their duly authorized representative using the appropriate forms provided in **Section VII. Bidding Forms** on or before the deadline specified in the **ITB Clause 18** in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.

16.2. Forms as mentioned in **ITB Clause 16.1** must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

- 16.3. The Publisher/Individual Author shall prepare an original of the first and second envelopes as described in **ITB Clauses 10** and **11**. In addition, the Publisher/Individual Author shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Publisher/Individual Author.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Publisher/Individual Author.

17. Sealing and Marking of Bids

17.1 Unless otherwise indicated in the BDS, Publishers/Individual Authors shall enclose their original technical proposal described in ITB Clause 10, in one sealed envelope marked “ORIGINAL - TECHNICAL PROPOSAL”, and the original of their financial proposal in another sealed envelope marked “ORIGINAL - FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “ORIGINAL BID”. (refer to Section III, BDS 17.1 for further instruction/clarification, and illustration found in Section VIII)

17.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL PROPOSAL” and “COPY NO. ___ - FINANCIAL PROPOSAL” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope. (refer to Section III, BDS 20.2 for further instruction)

17.3 The original and the number of copies of the bid as indicated in the BDS shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

17.4 All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Publisher/Individual Author in capital letters;

- (c) be addressed to the Procuring Entity’s BAC identified in **ITB Clause 8.1**;
- (d) bear the specific identification of this bidding process indicated in the Request for Expression of Interest; and
- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB Clause 18**.

17.1. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission of Bids

18. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

19. Late Bids

Bids submitted after the deadline shall not be accepted by the BAC pursuant to **ITB Clause 18**.

20. Modification and Withdrawal of Bids

20.1. The Publisher/Individual Author may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Publisher/Individual Author shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Publisher/Individual Author unopened.

20.2. A Publisher/Individual Author may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.

20.3. Bids requested to be withdrawn in accordance with **ITB Clause 20.1** shall be returned unopened to the Publishers/Individual Authors. A Publisher/Individual Author may also express its intention not to participate in the bidding through a letter which

should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Publisher/Individual Author that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

- 20.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Publisher/Individual Author on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Publishers/Individual Author's bid security, pursuant to **ITB Clause 15.5**, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its Revised IRR.

E. Evaluation and Comparison of Bids

21. Process to be Confidential

- 21.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Publisher/Individual Author regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the BDS or in the case of **ITB Clause 22**.
- 21.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Publisher/Individual Author's bid.

22. Clarification of Bids

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

23. Bid Evaluation

- 23.1. For the evaluation of bids, numerical ratings shall be used.
- 23.2. The evaluation of manuscripts involves four (4) areas of content evaluation: Area 1 – Learning Competencies; Area 2 – Content; Area 3 – Presentation & Organization; and Area 4 – Language & Book Design.

- 23.3. The entire evaluation process, including the submission of the results thereof to the Head of the Procuring Entity for approval, shall be completed in not more than seventy (70) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- 23.4. All participating short listed publishers/individual authors shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the Head of the Procuring Entity of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

24. Opening and Evaluation of Technical Proposals

- 24.1. The Procuring Entity shall conduct a detailed evaluation of bids following the procedures specified in the BDS depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB Clause 1.1**.
- 24.2. The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB Clause 10** and together with the TWG, determine the responsiveness to the Terms of Reference using the following criteria:
 - (a) **Coverage of learning competencies** – to test the congruence between the content and learning competencies, completeness of coverage, organization of materials and lessons, internal consistency, and logic in the organization of the TXs and TMs.
 - (b) **Subject matter content** - to assess accuracy of facts and information presented, integrity of concepts, adequacy in discussion of topics, sequence of learning concepts, and organization of content according to the requirements of the updated Education Curriculum.
 - (c) **Presentation and language** – to test whether the language and visuals used in the TXs and TMs are appropriate to the target users, to society, and to culture and whether the presentation and language used can be easily understood by the target users.
- 24.3. The BLR shall manage the conduct of the content evaluation by the Technical Working Group (TWG) consisting of four (4) areas. The computed aggregate weighted ratings for the four (4) areas of evaluation based on the Rating Sheets submitted by the

TWGs, using the formula indicated in the **BDS**, shall be submitted to the BAC for review and validation. A Bid shall be rejected at this stage if it does not respond to important aspects of the requirements or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.

24.4. Technical Proposals shall not be considered for evaluation in any of the following cases:

- (a) late submission, i.e., after the deadline set in the **ITB Clause 18**;
- (b) failure to submit any of the technical requirements provided under this ITB and TOR;
- (c) the Publisher/Individual Author that submitted a Bid or any of its partner and/or subcontractor belongs to one of the conflict of interest cases as described in **ITB Clauses 2.1(a) to (c)** and failed to make a proper statement to that effect in the cover letter; or
- (d) the Technical Proposal included any cost of the services.

25. Opening and Evaluation of Financial Proposals

25.1. Financial Proposals shall be opened on the date indicated in the **BDS**.

25.2. The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in **ITB Clause 11** using the corresponding procedure provided in the **BDS**.

26. Negotiations

26.1. Negotiations shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.

26.2. Negotiations shall cover the following:

- (a) Discussion and clarification of the TOR and Scope of Services such as compliance to the comments, recommendations and proposed revisions provided by the TWG and/or reviewers;
- (b) Discussion and finalization of the methodology and work program such as timelines on the revision by the publisher, review of Revised TXs and TMs by TWG, final review by the editorial board, and submission of the manuscripts in print and in secured digital (pdf) forms;

- (c) Financial proposal, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations, and the total contract amount shall not exceed the amount indicated in the financial envelope and the ABC; and
 - (d) Provisions of the contract.
- 26.3. Having selected the Publisher/Individual Author on the basis of, among other things, an evaluation of the proposed key staff, the Procuring Entity expects to negotiate a contract on the basis of the publisher/individual author named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the author/co-author, if any, and key staff shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations other than for reasons of death or illness unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Publisher/Individual Author may be disqualified.
- 26.4. Negotiations shall include a discussion of the technical proposal, compliance to the comments, recommendations, and proposed revisions provided by the TWG and/or reviewers, and the proposed methodology (work plan) such as timelines on the revision by the publisher, review of Revised TXs and TMs by TWG, final review by the editorial board, and submission of the manuscripts in print and in secured digital (pdf) forms. The agreed timelines shall form part of the contract.
- 26.5. The financial negotiations shall include a clarification of the Publisher's/Individual Author's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Publisher/Individual Author shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Publisher/Individual Author whose Bid received the second highest rank to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Publisher/Individual Author until the negotiation is successfully completed.

27. Post Qualification

- 27.1. The Procuring Entity shall determine to its satisfaction whether the Publisher/Individual Author that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and **ITB Clauses 10** and **11**.
- 27.2. Within a non-extendible period of three (3) calendar days from receipt by the Publisher/Individual Author of the notice from the BAC that it is the HRB, the Publisher/Individual Author shall submit the following documentary requirements:
- (a) Latest income and business tax returns in the form specified in the **BDS**;
 - (b) Certificate of PhilGEPS Registration; and
 - (c) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Publisher/Individual Author declared as HRB to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Publisher/Individual Author for award.

- 27.3. The determination shall be based upon an examination of the documentary evidence of the Publisher/Individual Author's qualifications submitted pursuant to **ITB Clauses 10** and **11**, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 27.4. If the BAC determines that the Publisher/Individual Author with the HRB passes all the criteria for post-qualification, it shall declare the said bid as the Publisher/Individual Author with the Highest Rated and Responsive Bid (HRRB), and recommend to the Head of the Procuring Entity the award of contract to the said Publisher/Individual Author at its submitted price or its calculated bid price, whichever is lower, subject to **ITB Clause 29.3**.
- 27.5. A negative determination shall result in rejection of the Publisher's/Individual Author's bid, in which event the Procuring Entity shall proceed to the next HRB to make a similar determination of that Publisher's/Individual Author's capabilities to perform satisfactorily. If the second Publisher/Individual Author, however, fails the post qualification, the procedure for post qualification shall be

repeated for the Publisher/Individual Author with the next HRB, and so on until the HRRB is determined for contract award.

- 27.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation.

28. Reservation Clause

- 28.1. Notwithstanding the eligibility, short listing, or post-qualification of a Publisher/Individual Author, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Publisher/Individual Author, or that there has been a change in the Publisher's/Individual Author's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Publisher/Individual Author which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Publisher/Individual Author as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 28.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
 - (a) if there is prima facie evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) if the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) for any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

- (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the Head of the Procuring Entity;
 - (ii) If the project is no longer necessary as determined by the Head of the Procuring Entity; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 28.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

29. Contract Award

- 29.1. Subject to **ITB Clause 27**, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 29.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Publisher/Individual Author in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Publisher/Individual Author with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 29.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Publisher/Individual Author of the notice from the BAC that the Publisher/Individual Author has the HRRB;

- (b) Posting of the performance security in accordance with **ITB Clause 31**;
- (c) Signing of the contract as provided in **ITB Clause 30**; and
- (d) Approval by higher authority, if required.

30. Signing of the Contract

- 30.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 30.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 30.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 30.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

31. Performance Security

- 31.1. Unless otherwise provided in the **BDS**, to guarantee the faithful performance by the winning Publisher/Individual Author of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

31.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
Bank draft/guarantee or Irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

31.3. Failure of the successful Publisher/Individual Author to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second HRB. The procedure shall be repeated until the HRRB is identified and selected for contract award. However if no Publisher/Individual Author passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

32. Notice to Proceed

32.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority,

the Procuring Entity shall issue its Notice to Proceed to the Publisher/Individual Author.

- 32.2. The date of the Publisher/Individual Author's receipt of the Notice to Proceed will be regarded as the effective date of the contract, unless otherwise specified in the **BDS**.

33. Protest Mechanism

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																																																										
1.1	<p>The Procuring Entity is:</p> <p>Department of Education, Bureau of Learning Resources. The evaluation procedure is: Quality Based Evaluation (QBE)</p>																																																									
1.2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the FY 2019 General Appropriations Act.</p> <p>The name of the project is Procurement of Manuscripts for Grades 1 and 7.</p>																																																									
1.3	<p>The project description is:</p> <p>Provision of Consulting Services for the project Procurement of Manuscripts for Grades 1 and 7.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Learning Area</th> <th style="text-align: center;">ABC (in PhP)</th> </tr> </thead> <tbody> <tr> <td colspan="3">Grade 1</td> </tr> <tr> <td style="text-align: center;">1</td> <td>English</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Mathematics</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Araling Panlipunan</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Music, Art, Physical Education and Health</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Edukasyon sa Pagpapakatao (EsP)</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td colspan="2" style="text-align: center;">SUB-TOTAL</td> <td style="text-align: right;">17,500,000.00</td> </tr> <tr> <td colspan="3">Grade 7</td> </tr> <tr> <td style="text-align: center;">6</td> <td>English</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Filipino</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Science</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Mathematics</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Araling Panlipunan</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">11</td> <td>Music and Arts</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">12</td> <td>Physical Education and Health</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td style="text-align: center;">13</td> <td>Edukasyon sa Pagpapakatao (EsP)</td> <td style="text-align: right;">3,500,000.00</td> </tr> <tr> <td colspan="2" style="text-align: center;">SUB-TOTAL</td> <td style="text-align: right;">28,000,000.00</td> </tr> <tr> <td colspan="2" style="text-align: center;">TOTAL</td> <td style="text-align: right;">45,500,000.00</td> </tr> </tbody> </table>	Lot No.	Learning Area	ABC (in PhP)	Grade 1			1	English	3,500,000.00	2	Mathematics	3,500,000.00	3	Araling Panlipunan	3,500,000.00	4	Music, Art, Physical Education and Health	3,500,000.00	5	Edukasyon sa Pagpapakatao (EsP)	3,500,000.00	SUB-TOTAL		17,500,000.00	Grade 7			6	English	3,500,000.00	7	Filipino	3,500,000.00	8	Science	3,500,000.00	9	Mathematics	3,500,000.00	10	Araling Panlipunan	3,500,000.00	11	Music and Arts	3,500,000.00	12	Physical Education and Health	3,500,000.00	13	Edukasyon sa Pagpapakatao (EsP)	3,500,000.00	SUB-TOTAL		28,000,000.00	TOTAL		45,500,000.00
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1.4	The Project shall be executed in full and not by phase.
5	<p>Origin of Associated Goods</p> <p>No further instructions.</p>
6.1	<p>Subcontracts</p> <p>Subcontracting is not allowed.</p>
6.2	<p>Subcontracts</p> <p>Not applicable.</p>
7.1	<p>Pre-Bid Conference</p> <p>The Procuring Entity will hold a pre-bid conference for this Project on November 18, 2019, 8:00 A.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Avenue, Pasig City.</p>
8.1	<p>The Procuring Entity's address is:</p> <p>The Chairperson Bids and Awards Committee (BAC) III c/o Procurement Management Service – BAC Secretariat Division 5/F, Mabini Building, DepEd Complex, Meralco Avenue, Pasig City Telefax : 8633-93-43 Tel Nos .: 8636-65-43</p>
10.2(c)	<p>Documents Comprising the Bid: Technical Proposal</p> <p>Statement of individual author specifying its nationality and confirming that those who will actually be involved in the development of manuscripts are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions</p>
10.2(d)	<p>Documents Comprising the Bid: Technical Proposal</p> <p>No evaluation fee shall be paid by the publishers/individual authors.</p>
10.2(e)	<p>Documents Comprising the Bid: Technical Proposal</p> <p>A complete submission of manuscripts for evaluation shall consist of the following:</p> <p>Nine (9) sets of complete, clear, and ready-to-print manuscripts, with each set consisting of a manuscript for</p>

a textbook and a manuscript for a teacher's manual printed on letter-size (8.25" x 10.75") copy paper and with back-to-back printing and perfect binding. Detailed technical specifications on the said manuscripts for evaluation must also be submitted EXCEPT the following:

- a. the name of the author(s), editor, or translator (if any), and the name of the publisher in the TITLE PAGE should be left blank;
- b. the entire COPYRIGHT PAGE; and
- c. the entire ACKNOWLEDGEMENT PAGE.

For purposes of this bidding and to ensure objectivity in the evaluation of the submitted manuscripts, the 9 sets of manuscripts should not contain anything that may identify the bidder. Likewise, all other portions of the manuscript such as, but not limited to, the Preface/Introduction page and Reference/Bibliography page, or the main text itself or artworks/illustrations/photographs and graphics, should not also indicate anything that may identify the author, editor, publisher or the bidder. To comply with this particular requirement, such portions of the manuscript should be redacted. The BAC shall decide whether there is sufficient compliance with this particular requirement. Please refer to Section VI. Terms of Reference and DepEd Call Guidelines for the said required technical specifications.

Covers of both textbook and teacher's manual, in full colors, in a separate sealed envelope and shall be submitted together with the technical and financial proposals.

Cover design is required to be submitted even without an ISBN yet. However, once the chosen manuscript is finalized prior to printing, securing an ISBN is required.

The **Publisher's Form for Submission of Learning Resources for Evaluation** for each set of textbook and teacher's manual should be duly accomplished and submitted. (Please refer to **TPF 6**, Section VIII. Bidding Forms for the template).

The form includes the **Publisher's Declaration**, which states terms and conditions regarding the textbook and teacher's manual submitted for evaluation. (Please refer to **TPF 7**, Section VIII. Bidding Forms for the template).

	<p align="center">Copyright and Permission Clearances</p> <p>Submission should also include all originals and photocopies of the copyright and permission clearances secured for all copyrighted materials included in the learning resource, such as those from the Filipinas Copyright Licensing Society (FILCOLS), and an Inventory of All Copyrighted Materials. (Please refer to TPF 8, Section VIII. Bidding Forms for the template).</p>																																												
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15.1	<p>Bid Security</p> <p>The bid security shall be in the following forms and amount:</p> <table border="1" data-bbox="411 1182 1396 2033"> <thead> <tr> <th rowspan="2">Lot</th> <th rowspan="2">ABC</th> <th colspan="3">Forms of Bid Security (In Php)</th> <th rowspan="2">Bid Securing Declaration (no percentage required)</th> </tr> <tr> <th>Cashier's / manager's check issued by a Universal or Commercial Bank (2% of ABC)</th> <th>Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (2% of ABC)</th> <th>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (5% of ABC)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3,500,000.00</td> <td>70,000.00</td> <td>70,000.00</td> <td>175,000.00</td> <td rowspan="6">No amount required</td> </tr> <tr> <td>2</td> <td>3,500,000.00</td> <td>70,000.00</td> <td>70,000.00</td> <td>175,000.00</td> </tr> <tr> <td>3</td> <td>3,500,000.00</td> <td>70,000.00</td> <td>70,000.00</td> <td>175,000.00</td> </tr> <tr> <td>4</td> <td>3,500,000.00</td> <td>70,000.00</td> <td>70,000.00</td> <td>175,000.00</td> </tr> <tr> <td>5</td> <td>3,500,000.00</td> <td>70,000.00</td> <td>70,000.00</td> <td>175,000.00</td> </tr> <tr> <td>6</td> <td>3,500,000.00</td> <td>70,000.00</td> <td>70,000.00</td> <td>175,000.00</td> </tr> </tbody> </table>					Lot	ABC	Forms of Bid Security (In Php)			Bid Securing Declaration (no percentage required)	Cashier's / manager's check issued by a Universal or Commercial Bank (2% of ABC)	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (2% of ABC)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (5% of ABC)	1	3,500,000.00	70,000.00	70,000.00	175,000.00	No amount required	2	3,500,000.00	70,000.00	70,000.00	175,000.00	3	3,500,000.00	70,000.00	70,000.00	175,000.00	4	3,500,000.00	70,000.00	70,000.00	175,000.00	5	3,500,000.00	70,000.00	70,000.00	175,000.00	6	3,500,000.00	70,000.00	70,000.00	175,000.00
Lot	ABC	Forms of Bid Security (In Php)			Bid Securing Declaration (no percentage required)																																								
		Cashier's / manager's check issued by a Universal or Commercial Bank (2% of ABC)	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (2% of ABC)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (5% of ABC)																																									
1	3,500,000.00	70,000.00	70,000.00	175,000.00	No amount required																																								
2	3,500,000.00	70,000.00	70,000.00	175,000.00																																									
3	3,500,000.00	70,000.00	70,000.00	175,000.00																																									
4	3,500,000.00	70,000.00	70,000.00	175,000.00																																									
5	3,500,000.00	70,000.00	70,000.00	175,000.00																																									
6	3,500,000.00	70,000.00	70,000.00	175,000.00																																									

	7	3,500,000.00	70,000.00	70,000.00	175,000.00	
	8	3,500,000.00	70,000.00	70,000.00	175,000.00	
	9	3,500,000.00	70,000.00	70,000.00	175,000.00	
	10	3,500,000.00	70,000.00	70,000.00	175,000.00	
	11	3,500,000.00	70,000.00	70,000.00	175,000.00	
	12	3,500,000.00	70,000.00	70,000.00	175,000.00	
	13	3,500,000.00	70,000.00	70,000.00	175,000.00	
	GRAND TOTAL	45,500,000.00	910,000.00	910,000.00	2,275,000.00	
	<ol style="list-style-type: none"> 1. Original Bid Security shall be submitted inside the “Technical Component Envelope, otherwise, the bid shall be rejected or disqualified. 2. Bid security in the form of cashier’s/manager’s check should be made payable to “DECS OSEC Trust.” 3. The Bid Securing Declaration must be original and should follow the standard form and the required fields of information should be properly filled out, otherwise, it shall be a ground for disqualification of the bids. 4. Bid security in the amount exceeding the required amount of the appropriate bid security stated above is not a ground for disqualification of the bidder’s bid. However, bid security in the amount lesser than the required amount of the appropriate bid security stated above shall be a ground for disqualification of the bid. 					
15.2	The bid security shall be valid for 120 calendar days.					
15.5(a)(iv)	<p>The following are additional grounds for forfeiture of bid security:</p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents. 2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. 					

	<ol style="list-style-type: none"> 3. Allowing the use of one's name, or using the name of another for purposes of public bidding. 4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid. 5. Refusal or failure to post the required performance security within the prescribed time. 6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. 7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. 9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
15.5(b)(iv)	No further instructions.
17.1	<p>Sealing and Marking of Bids</p> <p>Bidders shall enclose their original technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT", and the original of their financial component described in ITB Clause 13 in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT." In addition, the Bidders shall submit two copies of each of the Technical Component and the Financial Component (hard and soft copies) of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids in accordance with BDS 17.2.</p> <p>In the event of any discrepancy between the original and the copy, the original shall prevail.</p>

17.2	<p>Sealing and Marking of Bids</p> <ol style="list-style-type: none"> 1. Each copy of Technical Component and the Financial Component of the bid shall be similarly sealed in separate envelopes duly marking each envelope as “COPY NO. 1 – TECHNICAL COMPONENT” and “COPY NO. 2 – TECHNICAL COMPONENT”, and “COPY NO. 1 – FINANCIAL COMPONENT” and “COPY NO. 2 – FINANCIAL COMPONENT”. 2. The “ORIGINAL – TECHNICAL COMPONENT” envelope, the “COPY NO. 1 – TECHNICAL COMPONENT” envelope, the “COPY NO. 2 – TECHNICAL COMPONENT” envelope, and the “ELECTRONIC COPY – TECHNICAL COMPONENT” shall be sealed in one outer envelope marked “TECHNICAL COMPONENT”. 3. The “ORIGINAL – FINANCIAL COMPONENT” envelope, the COPY NO. 1 – FINANCIAL COMPONENT” envelope, the “COPY NO. 2 – FINANCIAL COMPONENT”, and the “ELECTRONIC COPY – FINANCIAL COMPONENT” shall be sealed in one outer envelope marked “FINANCIAL COMPONENT”. 4. The inner and outer envelopes of the Technical Component and the Financial Component of the bids shall be marked in accordance with ITB Clause 17.4. <p>To facilitate the opening of bid envelopes, the following color codes shall be observed:</p> <p>Outer envelope – preferably color RED</p> <p>Inner Envelope containing the Technical Proposal (Original, Copy 1, Copy 2 and electronic copy) – preferably color BLUE</p> <p>Inner Envelope containing the Financial Proposal (Original, Copy 1, Copy 2 and electronic copy)– preferably color GREEN</p> <p>Inner Envelope containing the ITB 29.2 Post-Qualification Documents –preferably brown envelope</p> <p>In case of discrepancy in the substance and content between the printed copies and the CDs or Flash Drive, the printed copies shall prevail. Submission of blank CDs or Flash Drive will not be a ground for disqualification, but the bidder shall be required to submit during post-qualification.</p>
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18	<p>Deadline for Submission of Bids</p> <p>The address for submission of bids is <i>Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Avenue, Pasig City.</i></p> <p>The deadline for submission of bids is <i>December 2, 2019, 8:10 A.M.</i></p>
21.1	<p>Process to be Confidential</p> <p>No further instructions.</p>
24.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <p>(a) A two-stage procedure shall be adopted whereby each Publisher/Individual Author shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes.</p> <p>(b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with ITB Clause 24.2. The BAC shall rank the publishers/individual authors in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: Provided, however, that the Highest Rated Bid shall pass the minimum score indicated therein.</p> <p>(c) The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</p> <p>(d) After approval by the Head of the Procuring Entity of the Highest Rated Bid, its financial proposal shall then be opened. The BAC shall, within three (3) calendar days, notify and invite the publisher/individual author with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said publisher/individual author. In the letter of notification, the BAC shall inform the publisher/individual author of the issues in the technical proposal the BAC may wish to clarify during negotiations.</p> <p>(e) Negotiations shall be in accordance with ITB Clause 26, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations</p>

and the total contract amount shall not exceed the amount indicated in the envelope and the ABC stated in **ITB Clause 11.5**.

24.3

Opening and Evaluation of Technical Proposals

In computing the aggregate of weighted ratings, the following formula shall be used:

FORMULA: $S/PRS \times WF \times WA \times 100$

Where:

S – Score per Factor

PRS – Perfect Raw Score per Factor

WF – Assigned Weight per Factor

WA – Assigned Weight per Area

Area	Criteria	Assigned Weight per Factor	Assigned Weight per Area	Formula per Factor (S/PRS x WF x WA x 100)
1 Learning Competencies	Factor 1 – Learning Competencies	50%	40%	$S/PRS \times 50\% \times 40\% \times 100$
	Factor 2 – Appropriateness of Material	15%		$S/PRS \times 15\% \times 40\% \times 100$
	Factor 3 – Teacher’s Manual	20%		$S/PRS \times 20\% \times 40\% \times 100$
	Factor 4 – Accuracy and Up-to-datedness of information	15%		$S/PRS \times 15\% \times 40\% \times 100$
2 Content	Errors in the Textbook	100%	35%	$(STM + STX)/PRS \times 35\% \times 100$
	Errors in the Teacher’s Manual			
3 Presentation and Organization	Factor 1 – Instructional Design and Organization of Material	40%	10%	$S/PRS \times 40\% \times 10\% \times 100$
	Factor 2 – Book Layout and Presentation	20%		$S/PRS \times 20\% \times 10\% \times 100$
	Factor 3 – Readability of the Material	20%		$S/PRS \times 20\% \times 10\% \times 100$
	Factor 4 –	20%		$S/PRS \times$

		Social Content			20% x 10% x 100
	4 Language and Book Design	Quality of the Textbook	100%	15%	(STM + STX)/PRS x 15% x 100
		Quality of the Teacher's Manual			
	The minimum Technical Score (TS) required to pass is 70% .				
25.1	<p>Opening and Evaluation of Financial Proposals</p> <p>The opening of Financial Proposals shall be on December 19, 2019, 9:00 A.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Avenue, Pasig City.</p> <p>Financial Proposals shall be opened in public.</p>				
25.2	<p>Opening and Evaluation of Financial Proposals</p> <p>Only the Financial Proposal of the Publisher/Individual Author achieving the highest Technical Score (TS) shall be opened by the BAC in the presence of the Publishers/Individual Authors when the highest ranked firm is invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted in accordance with the instructions given in ITB Clause 24 and this BDS. The BAC shall determine whether the Financial Proposals are complete, <i>i.e.</i>, whether all the documents mentioned in ITB Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the Bid. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC. The Bid shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws.</p> <p>The negotiations shall be done in accordance with ITB Clause 26. Should these negotiations fail, the Financial Proposal of the Publisher/Individual Author achieving the second highest St shall be opened publicly in the presence of the Publisher/Individual Author and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Publishers/Individual Authors until negotiations are successfully completed.</p>				

26.1	<p>Negotiation</p> <p>The address for negotiations is December 19, 2019, 9:00 A.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Avenue, Pasig City.</p>
27.2(a)	<p>Post-Qualification</p> <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. (As amended by GPPB Resolution No. 11-2013)</p> <p>Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediate preceding calendar/tax year from the authorized agent bank shall be submitted.</p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>
27.2(c)	<p>Post-Qualification</p> <p>Other appropriate licenses and permits to be submitted during post-qualification include the following:</p> <p>Certification from the Head of Government Agency concerned that the government employees to be engaged by the publisher/individual author in this project were given due permission to do so.</p>
30.4(f)	<p>Signing of the Contract</p> <p>Other contract documents: Approved Resolution to Award</p>
31.1	<p>Performance Security</p> <p>The successful bidder shall furnish the performance security in any of the forms prescribed in ITB Clause 33.2 and shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance and must be co-terminus with the Project.</p> <p>The performance security posted shall be turned-over to the DepEd Cash Division for custody.</p> <p>The Publisher shall be responsible for the extension of its performance security for the remaining period or duration of</p>

	<p>the Project reckoned from the date of the effectivity of the contract, or for any contract time extension granted by the Procuring Entity, which shall be valid until final acceptance of the Project.</p>
<p>32.2</p>	<p>Notice to Proceed</p> <p>Consistent with Section 37.4.1 of the IRR of RA 9184, the contract effectivity date shall be provided in the Notice to Proceed by the procuring entity, which date shall not be later than seven (7) calendar days from its issuance.</p>

Section IV. General Conditions of Contract

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1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- (a) Applicable Law means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
 - (b) Author refers to the short-listed author with the Highest Rated and Responsive Bid determined by the Procuring Entity as such in accordance with the ITB and specified in the **SCC**
 - (c) Contract means the agreement signed by the parties, to which these General Conditions of the Contract (GCC) and other sections of the Bidding Documents are attached.
 - (d) Contract Price means the price payable to the Publisher/Individual Author under the Contract for the full and proper performance of its contractual obligations.
 - (e) Copyright is a legal concept, giving the creator of an original work of authorship exclusive rights to control its distribution for a certain time period, after which the work enters the public domain.
 - (f) Copyright Authorization Fee is an amount agreed upon by the concerned parties as payment for allowing the procuring entity to print the manuscript for a certain period (4 years maximum or for the entire 5 years of the subject cycle) for the use of Elementary and Secondary public schools nationwide.
 - (g) Day means calendar day.
 - (h) Effective Date means the date on which this Contract comes into full force and effect.
 - (i) Foreign Currency means any currency other than the currency of the Philippines.
 - (j) Funding Source means the entity named in the **BDS Clause 1.2.**
 - (k) GCC means the General Conditions of Contract.
 - (l) Government means the Government of the Philippines (GOP).

- (m) Local Currency means the Philippine Peso (Php).
- (n) Manuscript is the material (i.e., texts and visuals) submitted to the printer for publication or printing usually as a print-out in ready-to-print and in a secured digital (pdf) forms.
- (o) Member, in case the Publisher/Individual Author is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and “Members” means all these entities.
- (p) Party means the Procuring Entity or the Publisher/Individual Author, as the case may be, and “Parties” means both of them.
- (q) Procuring Entity means the organization purchasing the Services, as named in the **SCC**.
- (r) Procuring Entity’s country is the Philippines.
- (s) Project Site, where applicable, means the place or places named in the **SCC**.
- (t) Publisher refers to the short-listed publisher with the Highest Rated and Responsive Bid determined by the Procuring Entity as such in accordance with the ITB and specified in the **SCC**.
- (u) Published works means works, which, with the consent of the authors, are made available to the public by wire or wireless means in such a way that members of the public may access these works from a place and time individually chosen by them: Provided, that availability of such copies has been such, as to satisfy the reasonable requirements of the public, having regard to the nature of the work.
- (v) SCC means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (w) Services mean the work to be performed by the Publisher/Individual Author pursuant to the Contract.
- (x) Third Party means any person or entity other than the Government, the Procuring Entity, the Publisher, or Author.
- (y) Verified Report refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its

recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. The Procuring Entity as well as the publisher/individual author shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

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

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

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

3. Inspection and Audit by the Funding Source

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

4. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

5. Language

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

6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Publisher/Individual Author may be taken or executed by the officials specified in the **SCC**.

7. Authority of the Member in Charge

In case the Publisher/Individual Author is a JV, the Members hereby authorize the entity specified in the **SCC** to act on their behalf in exercising all the Publisher/Individual Author's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

8. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

9. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC Clause 29** hereof.

10. Relationship of Parties

10.1. Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Publisher/Individual Author. The Publisher/Individual Author, subject to this Contract, has complete charge of its Personnel and Sub-Contractor, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

10.2. The Publisher/Individual Author shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

11. Notices

11.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

11.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for **GCC Clause 11.1**.

12. Warranty as to Eligibility

12.1. The Publisher/Individual Author represents, warrants, and confirms that it, as well as its Joint Venture, if any, is eligible, i.e., has the legal personality to act as a publisher/ author in accordance with Part I, Section II. Eligibility Documents issued for this project.

12.2. The Publisher/Individual Author shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Publisher/Individual Author shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GOP.

13. Effectivity of the Contract

This Contract shall take effect on the date of the Publisher/Individual Author's receipt of the NTP, in accordance with **ITB Clause 32**, provided that the conditions, if any, listed in the **SCC** have been met.

14. Scope of Contract

14.1. The Services to be provided shall be as specified in **Section VI. Terms of Reference**.

14.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

15. Standard

The Services provided under this Contract shall conform to the standards mentioned in **Section VI. Terms of Reference**; and, when no applicable standard is mentioned, to the authoritative standards appropriate for textbooks in the Philippines. Such standards shall be the latest issued by the institution concerned.

16. Commencement of Services

The Publisher/Individual Author shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in **GCC Clause 13**.

17. Modification

- 17.1. Unless otherwise specified in the **SCC**, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed.
- 17.2. The Procuring Entity may request the Publishers/Individual Authors to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services. Provided however, that no additional payment for variation order, if any, shall be allowed for this contract.

18. Personnel

- 18.1. The Publisher/Individual Author shall employ and provide such qualified and experienced Personnel and Sub-Contractor required to carry out the Services.
- 18.2. The position, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Publisher/Individual Author's Key Personnel are described in **TPF 4**.
- 18.3. No changes shall be made in the Key Personnel, except for justifiable reasons beyond the control of the Publisher/Individual Author, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Publisher/Individual Author shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Publisher/Individual Author introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Publisher/Individual Author shall be liable for the imposition of damages as described in the **SCC**.

19. Publisher/Individual Author's Actions Requiring Procuring Entity's Prior Approval

The Publisher/Individual Author shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- 19.1. appointing new/additional members of the Personnel as are listed in **TPF 4**;
- 19.2. replacing, during the performance of the contract for any reason, any Personnel as listed in **TPF 4** of this Contract requiring the Procuring Entity's prior approval; and
- 19.3. any other action that may be specified in the **SCC**.

19.4. If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Publisher/Individual Author shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

20. Subcontracting

20.1. Subcontracting of any portion of the Manuscript, if allowed in the BDS, does not relieve the Publisher/Individual Author of any liability or obligation under this Contract. The Publisher/Individual Author will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Publisher's/Individual Author's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

20.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

21. Expiration of Contract

Unless sooner terminated pursuant to **GCC Clauses 33** or **34** hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the **SCC**.

22. Contract Cost

22.1. Except as may be otherwise agreed under **GCC Clause 17**, payments under this Contract shall not exceed the ceiling specified in the **SCC**.

22.2. The cost of the Services shall be payable in Philippine Pesos

23. Payment

23.1. In consideration of the Services performed by the Publisher/Author under this Contract, the Procuring Entity shall make to the Publisher/Author such payments and in such manner as provided in this contract. However, the Procuring Entity may refuse to make payments when the Terms and Conditions of the Contract are not satisfactorily performed by the Publisher/Individual Author.

23.2. The Publisher/Individual Author's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents submitted pursuant to the SCC provision for **GCC Clause 14.2**, and upon fulfillment of other obligations stipulated in this Contract.

23.3. Pursuant to **GCC Clause 23.2**, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Publisher/Individual Author.

23.4. Unless otherwise specified in the **SCC**, the currency in which payment is made to the Publisher/Individual Author under this Contract shall be in Philippine Pesos.

24. Advance Payment

The Procuring Entity shall cause to be paid to the Publisher/Individual Author an advance payment in the amount not to exceed fifteen percent (15%) as specified in the **SCC**. The advance payment shall be due after the Publisher/ Individual Author provides a bank guarantee in favor of the Procuring Entity issued by a bank acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.

25. Taxes and Duties

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

26. Performance Security

26.1. Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB Clause 31.2**.

26.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

26.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

26.4. Unless otherwise specified in the **SCC**, the performance security may be released by the Procuring Entity and returned to the

Publisher/Individual Author after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Publisher/Individual Author or the surety company filed by the Procuring Entity;
- (b) The Publisher/Individual Author has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the **SCC**.

26.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

27. Delays in the Publisher/Individual Author's Performance

27.1. Delivery of the Services shall be made by the Publisher/Individual Author in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Terms of Reference.

27.2. If at any time during the performance of this Contract, the Publisher/Individual Author or its Subcontractor(s) should encounter conditions impeding timely delivery of the Services, the Publisher/Individual Author shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Publisher/Individual Author's notice, and upon causes provided for under **GCC Clause 31**, the Procuring Entity shall evaluate the situation and may extend the Publisher/Individual Author's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

27.3. Except as provided under **GCC Clause 31**, a delay by the Publisher/Individual Author in the performance of its obligations shall render the Publisher/Individual Author liable to the imposition of liquidated damages pursuant to **GCC Clause 28**, unless an extension of time is agreed upon pursuant to **GCC Clause 43** without the application of liquidated damages.

28. Liquidated Damages

Subject to **GCC Clauses 27** and **31**, if the Publisher/Individual Author fails to satisfactorily perform the Services within the period(s)

specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the percentage specified in the **SCC**. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC Clause 33**, without prejudice to other courses of action and remedies open to it.

29. Dispute Settlement

- 29.1. If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 29.2. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the **SCC**.

30. Liability of the Publisher/Individual Author

- 30.1. Subject to additional provisions, if any, set forth in the **SCC**, the Publisher/Individual Author's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 30.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Publisher/Individual Author to the Procuring Entity shall not exceed the total Contract Price.

31. Force Majeure

- 31.1. 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 Publisher/Individual Author 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 Publisher/Individual Author.
- 31.2. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable

alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- 31.3 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 31.4 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 31.5 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 31.6 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 31.7 Not later than fifteen (15) days after the Publisher/Individual Author, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.

31.8 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 29 hereof.

32. Suspension

The Procuring Entity shall, by written notice of suspension to the Publisher/Individual Author, suspend all payments to the Publisher/Individual Author hereunder if the Publisher/Individual Author fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- 32.1. shall specify the nature of the failure; and
- 32.2. shall request the Publisher/Individual Author to remedy such failure within a period not exceeding thirty (30) days after

receipt by the Publisher/Individual Author of such notice of suspension.

33. Termination by the Procuring Entity

33.1. The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:

- (a) Outside of force majeure, the Publisher/Individual Author fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Publisher/Individual Author prior to the delay;
- (b) As a result of force majeure, the Publisher/Individual Author is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Publisher/Individual Author's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- (c) In whole or in part, at any time for its convenience, the Head of the Procuring Entity may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
- (d) If the Publisher/Individual Author is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Publisher/Individual Author, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Publisher/Individual Author;
- (e) In case it is determined prima facie that the Publisher/Individual Author has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive and coercive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act

analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, and coercive practices shall have the same meaning as that provided in **ITB Clause 3.1(a)**:

- (f) The Publisher/Individual Author fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to **GCC Clause 11.1** hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Publisher/Individual Author's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to **GCC Clause 29** hereof; or
- (h) The Publisher/Individual Author fails to perform any other obligation under the Contract.

33.2. In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, i.e., four (4) months or less, and thirty (30) days for long term contracts.

34. Termination by the Publisher/Individual Author

34.1. The Publisher/Individual Author must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Publisher/Individual Author may terminate this Contract through any of the following events:

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Publisher/Individual Author's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC Clause 29** hereof
- (c) As the direct and proximate result of force majeure, the Publisher/Individual Author is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (d) The Procuring Entity fails to pay any money due to the Publisher/Individual Author pursuant to this Contract and not subject to dispute pursuant to **GCC Clause 38**. hereof within eighty four (84) days after receiving written notice from the Publisher/Individual Author that such payment is overdue.

35. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Publisher/Individual Author conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) an instruction to the Publisher/Individual Author to show cause as to why this Contract should not be terminated; and
 - (iii) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Publisher/Individual Author shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Publisher/Individual Author fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

- (d) The Procuring Entity may, at anytime before receipt of the Publisher/Individual Author's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed, or performed before the Publisher/Individual Author's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Publisher/Individual Author of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Publisher/Individual Author of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

36. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC Clauses 33** or **34** hereof, the Publisher/Individual Author shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

37. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC Clauses 33** or **34**, or upon expiration of this Contract pursuant to **GCC Clause 21**, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration.

38. Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC Clause 33.1** or in **GCC Clause 34** hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC Clause 29** hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

39. Ownership of Copyright

The publisher/individual author who prepared and developed the Manuscripts for the PE shall retain exclusive ownership of the copyright. Provided, however that the PE shall have the right to print and reprint said manuscripts within the specific number of years and number of copies stated in the SCC.

40. Reports

The Publisher/Author shall promptly submit to the Procuring Entity the Publisher summary reports of revisions made, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in TOR.

41. Final Payment

The final payment shall be made only after the complete ready-to-print copies of the TX and TM shall have been submitted by the publisher/individual author and approved as satisfactory by the Procuring Entity through the issuance of a certification of final acceptance.

42. Assignment of Rights

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

43. Contract Amendment

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

44. Application

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

Section V. Special Conditions of Contract

GCC Clause	
1.1(q)	The Procuring Entity is Department of Education (DepEd)
1.1(b) & 1.1(t)	The Publisher/Individual Author is <i>[to be inserted at the time of contract award]</i> .
1.1(s)	The Project Site is DepEd Central Office, Meralco Avenue, Pasig City.
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through <i>FY 2019 General Appropriations Act</i> in the amount of PhP 45,500,000.00 .
6	The Authorized Representatives are as follows: For the Procuring Entity: Edel B. Carag Director III Officer-In-Charge, Office of the Director IV Bureau of Learning Resources G/F, Bonifacio Building, DepEd Central Office Meralco Avenue, Pasig City For the Publisher/Individual Author: The authorized representative is (state the name, designation, address, and other necessary contact information): _____
7	Authority of the Member in Charge Not Applicable
11.1	Notices The Procuring Entity's address for Notices is: Bureau of Learning Resources G/F, Bonifacio Building, DepEd Central Office Meralco Avenue, Pasig City Telephone Nos. _____

	The Publisher/Individual Author's address for Notices is: (to be inserted at the time of contract award - <i>address including, name of contact, fax and telephone number</i>)
13	Effectiveness conditions: No further instructions.
14.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For foreign Publishers, state “The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS.”</i></p> <p><i>For domestic Publisher/Individual Authors, state “The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Publisher/Individual Author to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></p> <p>Delivery of the Goods shall be made by the Publisher/Individual Author in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Publisher/Individual Author are as follows:</p> <p><i>For Goods supplied from within the Philippines or by domestic Publisher/Individual Authors:</i></p> <p>Upon delivery of the Goods to the Project Site, the Publisher/Individual Author shall notify the Procuring Entity and present the following documents to the Procuring Entity, if applicable:</p> <p>(i) Original and four copies of the Publisher/Individual Author's invoice showing Goods' description, quantity, unit price, and total amount;</p>

	<p>(ii) Original and four copies delivery receipt;</p> <p>(iii) Original Publisher/Individual Author's Certification that the Goods are free from any factual, conceptual, and grammatical errors and free from any copyright infringement;</p> <p>(iv) Original and four copies of the certificate of origin (for imported Goods);</p> <p>(v) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; and</p> <p>(vi) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site.</p> <p><i>For Goods supplied from abroad (excluding domestic Publisher/Individual Authors):</i></p> <p>Upon shipment, the Publisher/Individual Author shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Publisher/Individual Author shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <p>(i) Original and four copies of the Publisher/Individual Author's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;</p> <p>(iii) Original Publisher/Individual Author's factory inspection report;</p> <p>(iv) Original and four copies of the Manufacturer's and/or Publisher/Individual Author's warranty certificate;</p> <p>(v) Original and four copies of the certificate of origin</p>
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	<p>(for imported Goods);</p> <p>(vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; and</p> <p>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[insert name(s)]</i>.</p> <p>Incidental Services</p> <p>The Publisher/Individual Author is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>(a) performance and supervision on the required revisions of the supplied Goods for a period of time agreed by the parties, provided that this service shall not relieve the Publisher/Individual Author of any warranty obligations under this Contract;</p> <p>(b) editorial board review; and;</p> <p>(c) training of the Procuring Entity's personnel, at the Publisher/Individual Author's plant and/or on-site.</p> <p>The Contract price for the Goods shall include the prices charged by the Publisher/Individual Author for incidental services and shall not exceed the prevailing rates charged to other parties by the Publisher/Individual Author for similar services.</p> <p>Packaging –</p> <p>The Publisher/Individual Author 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>
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	<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</p> <p>Name of the Publisher/Individual Author</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Publisher/Individual Author in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Publisher/Individual Author until their final acceptance by the Procuring Entity.</p> <p>Transportation –</p> <p>Where the Publisher/Individual Author 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 Publisher/Individual Author, and the cost thereof</p>
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	<p>shall be included in the Contract Price.</p> <p>Where the Publisher/Individual Author 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 Publisher/Individual Author, and related costs shall be included in the Contract Price.</p> <p>Where the Publisher/Individual Author 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 Publisher/Individual Author 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 Publisher/Individual Author in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Publisher/Individual Authors risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights/Copyrights</p> <p>The Publisher/Individual Author shall indemnify the Procuring Entity against all third-party claims of infringement of copyright, patent, trademark, or industrial design rights arising from use of the Goods/published material or any part thereof.</p>
17.1	<p>Modifications</p> <p>No further instructions.</p>

18.3	<p>Personnel</p> <p>The Publisher/Individual Author may change its Key Personnel only for justifiable reasons, such as death, serious illness, incapacity of key personnel.</p> <p>Replacements shall be of the same qualifications or higher. Violations will be fined an amount equal to <i>[the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement or whatever may be deemed applicable]</i>.</p> <p>Template for Commitment to Work, which is included in Section VIII. Bidding Forms, shall be required during post-qualification. Original form shall be required. Scanned copy, photocopy, faxed copy, or any copy shall not be accepted.</p>
19.3	<p>Publisher/Individual Author's Actions Requiring Procuring Entity's Prior Approval</p> <p>The Publisher/Individual Author's actions requiring the Procuring Entity's prior approval:</p> <p>Please refer to Section VI. Terms of Reference.</p>
21	<p>The time period shall be thirty (30) calendar days which shall cover the revision of manuscripts after the review of the Editorial Board until submission of final ready-to-print materials.</p>
22.1	<p>The total ceiling amount in Philippine Pesos is <i>[insert amount]</i>.</p>
23.4	<p>No further instructions.</p>
24	<p>No advance payment allowed.</p>
26.1	<p>Performance Security</p> <p>The Publisher/Individual Author shall be responsible for the extension of its performance security upon demand by the end-user, for the remaining period or duration of the Project reckoned from the date of the effectivity and final acceptance of the Project, or for any contract time extension granted by the Procuring Entity.</p>

26.4	<p>Performance Security</p> <p>No further instructions.</p>
26.4(c)	<p>Release of Performance Security</p> <p>No further instructions.</p>
28	<p>Liquidated Damages</p> <p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
29.2	<p>Dispute Settlement</p> <p>Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the Revised IRR of RA 9184.</p>
30.1	<p>Liability of the Publisher/Individual Author</p> <p><i>If the Publisher/Individual Author is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i></p>
39	<p>The Procuring Entity shall have the right to print and reprint the manuscripts within ten (10) years regardless of the number of copies. Negotiation on the copyright fee for the additional copies to be printed and distributed shall be based, among others, on computed cost per copy based on awarded cost.</p>

Section VI. Terms of Reference

A. INTRODUCTION

Consistent with Republic Act 10533 (Enhanced Basic Education Act of 2013), the K to 12 Basic Education Program was implemented in school year (SY) 2011–2012, with the roll-out of kindergarten. The succeeding school years saw its continuous roll-out for the next higher elementary and high school grade levels (i.e., grades 1 and 7 in SY 2012–2013, grades 2 and 8 in SY 2013–2014, etc.). The Department of Education (DepEd) will procure the set of textbook and teacher’s manual that will be used for the different levels of the Program to ensure the spiraling of content within the curriculum.

The Call Guidelines for K to 12 Learning Resources were prepared to provide direction to the publishers, authors, editors, and production staff who will be involved in producing the basic textbook and teacher’s manual (LRs) for the different grades of the K to 12 Program. The Guidelines provide the content and copy requirements for the textbook and teacher’s manuals at different grade levels. These requirements are based on the instructional design framework for each grade level and the different quality standards set by the Bureau of Learning Resources (BLR) of the Department of Education.

B. REQUIRED PHYSICAL COMPONENTS OF TEXTBOOKS AND TEACHER’S MANUALS IN PRINT

The two main types of learning resources in print that are privately developed are the textbook and teacher’s manual. Following are the specifications for the physical components that these textbooks and teacher’s manuals are required to have. These components govern the page properties, cover details, major book divisions, typography, page layout, and artwork and graphics of the final textbooks and teacher’s manuals.

* For purposes of this bidding and to ensure objectivity in the evaluation of the submitted manuscripts, the 9 sets of manuscripts should not contain anything that may identify the bidder. Likewise, all other portions of the manuscript such as, but not limited to, the Preface/Introduction page and Reference/Bibliography page, or the main text itself or artworks/illustrations/photographs and graphics, should not also indicate anything that may identify the author, editor, publisher or the bidder. TECHNICAL REQUIREMENTS FOR EVALUATION OF MANUSCRIPTS is found on pages 111 to 116 of this documents.

1.1 Page Properties

Table 1.1 Page Properties

<i>Page Properties</i>		<i>For Print</i>
Paper size		8.25" x 10.75"
Paper orientation		Portrait
Margins	Top	1"
	Bottom	1"
	Inside	1"
	Outside	1"
Format		Mirror margins
Gutter		0.5"

Each evaluation copy should have text area for a book with dimensions of 8.25 inches by 10.75 inches, to reflect the intended layout for the final learning resource and to provide more space in the margins on which evaluators can write their comments and findings.

Each manuscript should indicate line numbers per page for ease in identifying text during evaluation.

1.2 Details of Cover Components

The cover components include the front, inside front, inside back, and back covers and the spine. Each component is comprised of certain features (see table 1.2).

Table 1.2 Front Cover Details

Properties	Specifications
Size	<ul style="list-style-type: none"> • 8.25" X 10.75" (if portrait) • 10.75" x 8.25" (if landscape)
Book Title	<ul style="list-style-type: none"> • a legible serif or sans serif typeface • 48 to 72 points
Resource Identifier: <ul style="list-style-type: none"> ➤ Textbook or Batayang Aklat ➤ Teacher's Manual or Manwal ng Guro 	<ul style="list-style-type: none"> • a legible serif or sans serif typeface • 18 to 24 points

Grade Level Identifier: Senior High School	<ul style="list-style-type: none"> Placed at the top right-hand corner in rounded rectangle (3 x 0.45) Arial in bold face 16 points
Fund Source: GOP-Textbook Funds	<ul style="list-style-type: none"> Placed below the Grade Level Identifier Arial in bold face 16 points
Violator box:	<ul style="list-style-type: none"> Located at the top left-hand corner (rotated 28°) 2 point black line border with white fill
Violator text: Government Property (English) Pag-aari ng Pamahalaan (Filipino)	<ul style="list-style-type: none"> Arial 11 points
Violator text: NOT FOR SALE (English) HINDI IPINAGBIBILI (Filipino)	<ul style="list-style-type: none"> Arial all caps 17 points
Cover art/photo	<ul style="list-style-type: none"> Learner's Material in full color Teacher's Guide in duotone or grayscale
Name of Author's	<ul style="list-style-type: none"> Represented in a bulleted list a legible serif or sans serif typeface 14 to 24 points in boldface
DepEd Identifier: <ul style="list-style-type: none"> Department of Education <ul style="list-style-type: none"> Republic of the Philippines (English Version) Kagawaran ng Edukasyon <ul style="list-style-type: none"> Republika ng Pilipinas (Filipino Version) 	<ul style="list-style-type: none"> Located at the bottom center <ul style="list-style-type: none"> Arial 15 points In black or white color depending on the background color

Table 1.3 Spine Details

Elements identified are applicable only to books with 200 pages and above

Properties	Specifications
Grade Level Identifier: SHS	<ul style="list-style-type: none"> Placed in a rounded rectangle Arial 15 points Vertical text direction in all caps
Book Title	<ul style="list-style-type: none"> a legible serif or sans serif typeface used in the cover page
Resource Identifier: <ul style="list-style-type: none"> ➤ Textbook or Batayang Aklat ➤ Teacher's Manual or Manwal ng Guro 	<ul style="list-style-type: none"> a legible serif or sans serif typeface used in the cover page
Name of author/s	<ul style="list-style-type: none"> only the last name of the author/s will be used in a bulleted list
Logo and Name of Publisher	<ul style="list-style-type: none"> Bottom center

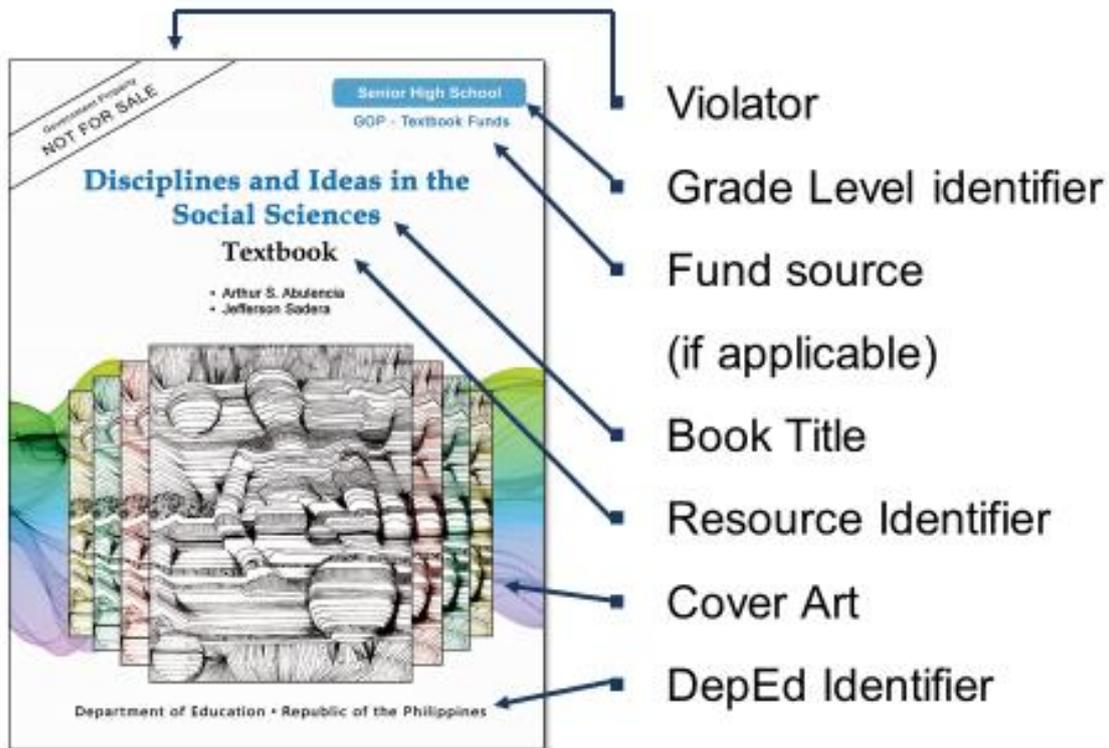
Table 1.4 Back Cover Details

Properties	Specifications
Feedback Note	<ul style="list-style-type: none"> Arial 12 points placed inside a rounded rectangle with a 1.5 pt border with a white fill
ISBN	<ul style="list-style-type: none"> Arial 13 points Font color in black or white depending on the background color with or without barcode

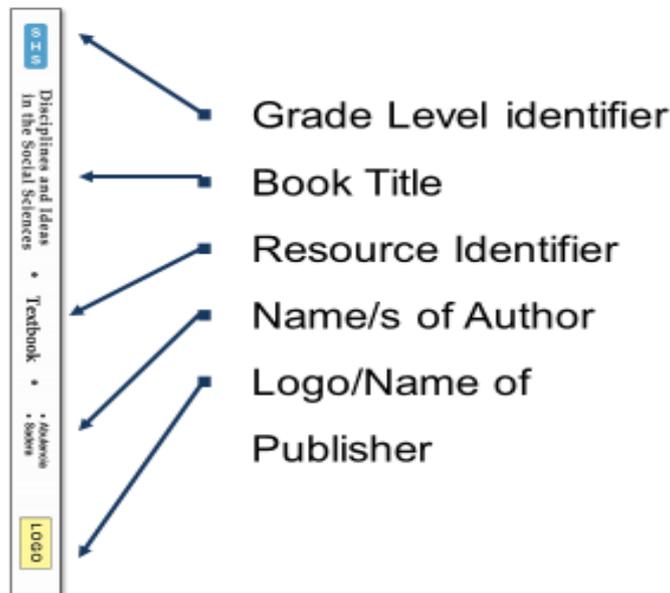
Logo and Name of Publisher	<ul style="list-style-type: none"> • Bottom left
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Sample Front Cover and Spine*

Book Cover Elements: Front

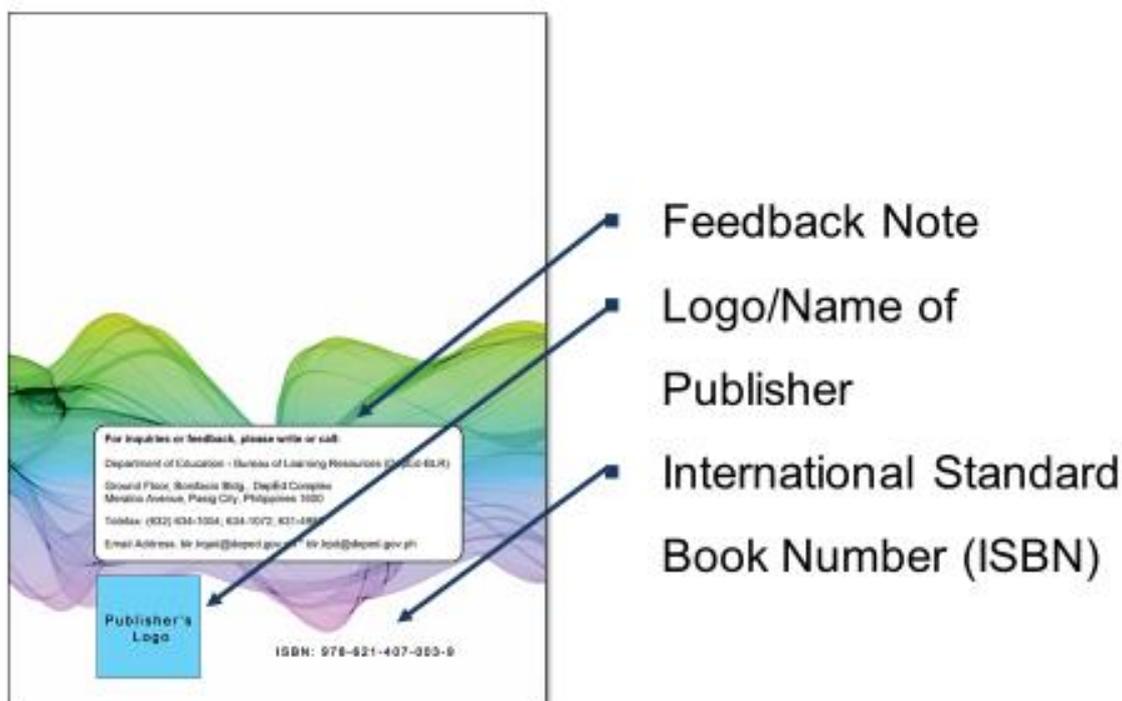


Book Cover Elements: Spine



Sample Back Cover*

Book Cover Elements: Back



***Covers of both textbook and teacher's manual, in full colors, in a separate sealed envelope** shall be submitted together with the financial proposals

For the purpose of the evaluation of the submitted manuscripts, no mark, logo, text, address, ISBN, or name (e.g., of author, reviewer, consultant, editor, or publisher), must be seen on any part of a learning resource to keep an evaluator from identifying the persons associated with the textbook and teacher's manual. Noncompliance with this requirement shall be grounds for rejection of the bid.

Visuals (e.g., photographs, illustrations, and charts) must be in final form, correctly placed on the pages, and complete with labels and captions.

For textbook and teacher's manual for art, visuals must be in full color.

1.2.1 Resource Identifier

The *Resource identifier* indicates the type of material and learning area of the resource. The *DepEd identifier* has the words *Department of Education (Kagawaran ng Edukasyon)* on the first line and *Republic of the Philippines (Republika ng Pilipinas)* on the second line.

1.2.2 Cover Art

The cover art of a textbook must depict the content of its learning area. For textbooks with more than one learning area, such as music, arts, physical education, and health, the cover art should be able to show a montage of the different learning areas. There is no specific color code for Grades 2, 3, 4, 8, 9, and SHS.

1.3 Major Book Divisions

A learning resource is made up of the following major book divisions: front matter, text, and back matter. Each of these divisions has to conform to certain specifications.

1.3.1 Front Matter

In general, the *front matter* of a learning resource serves as a guide to the contents of the resource. The front matter in a textbook is made up of the title page, copyright page, table of contents, and preface or introduction. The front matter in a teacher's manual also has the same parts and includes the curriculum guide (CG) for the learning area. The parts of the front matter are paginated using lowercase roman numerals i, ii, iii, and so on.

1.3.1.1 Title Page

The *title page* is found on page i, which is a recto page (i.e., an odd-numbered right-hand page; verso is the even-numbered left-hand page). It indicates the resource's full title, subtitle, learning area and grade level, the name of the author(s), editor, or translator (if any), the name of the publisher, and a boxed text for feedback on the book's content.

1.3.1.2 Copyright Page

The *copyright page* is located on page ii. It contains the following information: book title, copyright year, copyright notice, name/s of copyright holder/s, development team

members, ISBN, and *printer's address*.^{*} It also includes a statement from the publisher that the latter has properly obtained permission for all copyrighted materials used in the learning resource. The names of all the contributors to the design, development, and production of the learning resource are also included on the page.

***Considering that this bid involves the procurement of manuscript only and the printer is not yet known at the time of the submission of the bid, the copyright page should indicate at least 2 blank lines in lieu of the printer's address.**

1.3.1.3 Table of Contents

The *Table of Contents* (TOC) starts on page iii and continues to the following pages, as the length of the TOC requires. Its contents include the title and beginning page number of each of the following sections and subsections of the textbooks and teacher's manuals: front matter, content, and back matter, including index (as required), bibliography, the complete list of references, and appendices.

The term *Unit* is used for each main division/section and *Chapter* and *Lesson* for the next subsections, depending on which is applicable. Only the titles of the units and subsections are to be indicated in the TOC, followed by *leaders*, or periods that are set in the TOC to lead the eye horizontally from the text on the book part on the left side of the TOC page to the page number on the right side. Chapter or lesson numbers for each unit resets or reverts back to 1, thus labeled with a unit number, followed by a period, then the chapter or lesson number. This is for easier identification of the chapters for each unit, and can also be useful when encoding revisions.

1.3.1.4 Acknowledgments

The *acknowledgments section* expresses the author and publisher's gratitude to the sources of copyrighted materials that were used in the book. A short acknowledgments section may appear on the copyright page or toward the end of the book's preface or introduction. A long list of acknowledgments, however, is best placed on a separate page after the preface. It may also be included with the back matter, preceding the rest of the end entries of the book.

1.3.1.5 Preface/Introduction

The *preface* or *introduction* states the reasons for developing the learning resource and describes the method of

research used (only if this has some bearing on the readers' understanding of the text). It also includes an outline of the resource's content and acknowledgments. It should also properly address its target readers, i.e., the learners for the textbooks and the teachers or instructors for the teacher's manual.

1.3.1.6 Curriculum Guide

The *curriculum guide* provides the curriculum standards, performance standards, and learning competencies for a specific learning area. It is included only in the teacher's manual, right after the introduction.

1.3.1 Main Text

The main text of a learning resource should provide sufficient material that will enable learners to develop the competencies required by the K to 12 curriculum for an intended subject and grade level.

1.3.1.1 Unit Divisions

A learning resource is divided into *units*, which are its main sections. Unit titles should be consistent in tone, if not in length. In the book's final layout, each unit should start on a recto page. Textbooks should also contain a unit opener that consists of the unit number, the unit title, an appropriate illustration that captures the unit's content, and a short overview of the unit. This should also start on a recto page, with the unit content immediately starting on the next recto page.

The main text also includes *headings*, which serve as visual cues to the reader. As much as possible, subheads should be kept short, succinct, and meaningful. They should also be similar in tone. The unit title and all other headings should be set in boldface. Subheadings should be two to four points smaller than the main headings.

1.3.1.2 Chapter Divisions

In some textbooks and teacher's manuals, units are divided into chapters, which are further subdivided into lessons. In other textbooks and teacher's manuals, units are divided only into lessons. A chapter or lesson may start on either recto or verso page. The last page of each chapter or lesson should occupy at least half of the text area to fully utilize the space, with the following chapter or lesson starting on the following page. If it occupies less than half of the text

area, then additional activities or text should be added, or the layout adjusted. The next chapter or lesson may also follow the text on the last page of the preceding chapter or lesson to eliminate blank spaces or hanging layout. The final chapter of a unit should end on a verso page to avoid any blank pages.

1.3.2 Back Matter

The textbook and teacher's manual each have a back matter, which may consist of a glossary and bibliography or reference list. Some levels may require appendices.

1.3.3.1 Glossary

The *glossary* is a list of the technical terms that were used in the textbooks. It also provides the corresponding definitions for the terms. It is a useful tool for learners, especially when using textbooks with many foreign words or technical terms in their main text. The entries in a glossary should be listed in alphabetical order, with each entry set on a separate line and followed by its definition. A definition ends with a period.

1.3.3.2 Bibliography or Reference List

The *bibliography* or *reference list* is a list of the books and other reference materials that the author/s used while writing the textbook. It is set in a type size smaller than that of the body text. The format of the bibliography or reference list varies according to the learning area. DepEd applies the CMOs format (17th edition) for citations.

1.3.3.3 Index

The *index* lists the key subjects and terms that were used in textbook in alphabetical order. The basic index provides the page numbers where a subject or term can be found. More detailed indexes indicate materials in the book that are related to the key subjects and terms. The index is a useful tool to readers as it helps them find as much information about the subject or term as they can from the textbook.

1.3.3.4 Appendix

The *appendix* is used to give additional information on a topic that had been taken up in the textbook. It may include calculations, laws, graphs, figures, photographs, maps, surveys, and other similar information. Although not an essential part of the textbook, it has many uses. The text of an appendix is usually set in type used for excerpts in the text and smaller than that used for the main text of the textbook.

It starts on a new recto page, with its title *Appendix* set centered at the top of the page on which the appendix starts. When a textbook has more than one appendix, the title is set as *Appendix A*, *Appendix B*, and so forth.

1.4 Typography Considerations

For manuscripts to be consistent in appearance and form, there are certain minimum standards to follow involving typeface and other typographic features.

1.4.1 Typeface

A *typeface* is a set of fonts that share the characteristics of a common design and style. Among these characteristics are boldface, italics, light, and roman. There are thousands of typefaces and among those that were first developed and used were Times New Roman, Arial, Univers, Courier and Comic Sans. Many typefaces have since been created by font designers.

1.4.1.1 Guidelines on Choosing a Typeface

In choosing the typeface to use, remember the following pointers:

1. A serif typeface with large x-height (about 70 percent of type height), open counters, uniform letter proportions, and good contrasts between regular (roman), italics, and boldface is recommended for the main text. Examples of the preferred typefaces are Century Schoolbook, Bookman, Times New Roman, Korinna, and Clarendon.
2. A serif or sans serif typeface with large x-height and open counters is preferred for unit headings, titles, and subheads. Examples of the preferred typeface are Times New Roman, Helvetica, Franklin Gothic, and Universe.
3. The typeface should have uniform letter proportions within the font. Uniformity involves thickness of strokes, length of serif, and evenness of color.
4. There should be contrast within the font, with the italics and boldface contrasting with the regular weight of the roman.
5. All symbols in the font are clearly distinguishable so that the numeral “1” cannot be mistaken for a capital “I.” The upper half of the letters should be particularly recognizable.
6. When composed together, letters should link clearly.

7. The x-height of the letters should be as large as possible but without sacrificing their ascenders and descenders.
8. Letters should not be ink traps. For instance, the counters of lowercase b, d, o, p, q, a, e, and g should be open.

1.4.2 Minimum Standards

Following are the specifications on typography for the covers, front matter, and main text of textbooks and teacher's manuals at different grade levels.

Table 1.4 Typography Specifications for Cover

<i>Entry</i>	<i>Font Type</i>	<i>Font Size</i>	<i>Other Details</i>
<i>Book title</i>	serif or sans serif typeface with large x-height, open counters, contrast, good linkage, uniform proportions	30-15 pt	Color: RGB Mode Vertical alignment: Center
<i>Resource identifier</i>		18-11 pt	
<i>Grade level</i>		80 pt, bold	Position: top right-hand corner Background color: white Size: 1.5" x 1.5"
<i>Violator: Government Property</i>		11 pt, small caps	Position: preferably rotate 28 degrees top left-hand corner
<i>Violator: Not for Sale</i>		18 pt, all caps	Border: solid black; 3 pt Width: 0.75" x 7"
<i>DepEd identifier</i>		16 pt, bold	Position: Bottom center Color: Black Tracking: 25
<i>Feedback box on back cover</i>		12 pt	Border: solid black, 5 pt Position: Bottom center

Table 1.5 Typography Specifications for Main Text

<i>Grade Level</i>	<i>Recommended Font-Family (Serif)</i>	<i>Point Size</i>			<i>Line Space</i>	<i>Alignment</i>
		<i>Text</i>	<i>Heads</i>	<i>Subheads</i>		
K to 2	Century Gothic	16 pt	30-20 pt, bold	18-16 pt	4 pt	Flush left/ ragged right
3	Century Gothic	14 pt	28-18 pt, bold	16-14 pt	4 pt	

4	Arial / Times New Roman	14 pt	28-18 pt, bold	16-14 pt	3 pt	Justified
5 to 12	Arial / Times New Roman	11-12 pt	24-15 pt, bold	13-11 pt	2 pt	
Teacher's Manual	Arial / Times New Roman	11-12 pt	24-12 pt, bold	13-11 pt	2 pt	Justified

Table 1.6 Typography Specifications for Front Matter

<i>Entry</i>	<i>Font Type</i>	<i>Font Size</i>	<i>Other Details</i>
Title page: Title	A serif or sans serif typeface with large x-height, open counters, contrast, good linkage, uniform proportions	30-15 pt	
Title page: Resource identifier		25 pt	
Title page: Disclaimer		80 pt, bold	Border: rounded rectangle solid black with 1.5 pt weight
Copyright page		12 pt	
Contributors		12 pt	Border: rectangle solid black with 2 pt weight
Table of contents		12 pt	Vertical alignment: Center Tab leader: dot Show level: 3 Unit title: Bold

C. REQUIREMENTS FOR SUBJECT AREA CONTENT

1.1 Basic Content Concerns

Textbooks and teacher's manuals should contain accurate, comprehensive, and updated concepts, and information that is relevant to the subject area and discipline. They should also have the appropriate assessment measures and activities. Research materials used to support their content should not only have the necessary permission for use but should also be taken from credible sources.

1.1.1 Accuracy

The content of a textbook for a particular subject area and grade level is expected to:

- 1.1.1.1 Comply completely with the curriculum guide for the subject area and grade level to ensure that learners meet the required performance and content standards and develop the required learning competencies for the school year.
- 1.1.1.2 Conform to the instructional design framework for the grade level.
- 1.1.1.3 Provide sufficient concept presentation, development, application, and assessment materials to ensure complete lesson development.
- 1.1.1.4 Provide a seamless presentation of lessons from objectives to synthesis and application of concepts to real-life situations.
- 1.1.1.5 Integrate lesson activities that will develop 21st century skills (communication, learning and innovation, life and career, and media, computer, and communications technology skills).
- 1.1.1.6 Incorporate illustrations, graphics, photographs, and other learning materials that are developmentally appropriate for the grade level.
- 1.1.1.7 Include questions in increasing level of complexity for each lesson to guide learners to develop critical thinking skills.
- 1.1.1.8 Include assessment measures (pre-, post-, and formative assessment) that are developmentally appropriate for each grade level.
- 1.1.1.9 Provide a list of references that the learners can access to support their learning process; higher-level textbooks should include a list of Web-based resources that were used in producing them.
- 1.1.1.10 Be free of typographical, conceptual, factual, grammatical, computational, and procedural errors.
- 1.1.1.11 Be updated.
- 1.1.1.12 Have copyright permission for copyrighted materials that were used in the text.

2.1.1 Comprehensiveness

Comprehensiveness of text entails the following:

- 2.1.2.1** Concepts are explained adequately to avoid misconceptions and conflicting statements.

2.1.2.2 Content is sufficient to enable the teachers to attain the objectives of instruction and for learners to develop the articulated learning competencies.

3.1 Credibility of Sources

Prior to writing a book, authors look for sources of information and concepts that will enhance the content of their manuscripts. In looking for sources of information, they have to be careful that they select materials only from credible sources.

3.1.1 Types of Sources

In selecting sources, authors should also be aware of two types: primary and secondary sources.

3.1.1.1 Primary Sources

Primary sources are first-hand information like government reports, theses, dissertations, literary works, news and magazine articles, survey results (research), and autobiographies.

3.1.1.2 Secondary Sources

Secondary sources are information that authors have documented from primary sources. Examples of these are textbooks, reference books, encyclopedias, almanacs, and annotated articles. Annotated articles are abstracts of studies, articles, or reports with authors' commentaries.

3.2 Characteristics of Credible Sources

Following are some characteristics that indicate a source is credible for use.

3.2.1 Authority

Authority refers to the credibility of an author. By credibility, it means the author is an expert in the subject area for which the learning resource is intended. We may look for the number of publications the author has already published in a particular field to gauge his/her expertise.

Publications of single authors or two or more authors should be peer-reviewed by scholars in the field to make sure that the publications are of quality and are free from conceptual, factual, and grammatical errors.

Aside from individual authorship, government offices, educational institutions, and professional organizations also serve as authors of articles that are considered credible sources of information. Some examples of Websites include those URLs that end in .gov, .edu, and .org.

Examples:

<http://www.nasa.gov/>
<http://www.deped.gov.ph/>
<http://www.denr.gov.ph/>
<http://www.esa.int/ESA>
<http://www.reading.org/>

3.2.2. Accuracy

Accuracy refers to the correctness of information and concepts presented in the text. Information can be verified by comparing it with against credible sources. If the information given in one source is exactly the same or consistent with what is found in other credible sources (about three or more sources), then, the source is credible.

3.2.3 Objectivity

Objectivity is the quality of expressing or involving the factual presentation of information that is free from any bias. The author's opinions should not be included in a learning resource if they are not needed or if they do not have a solid basis. Presentation of pieces of evidence in support of a particular claim makes any text objective.

3.2.4 Recency

Another criterion in evaluation of sources is *recency* of the information or concepts presented. Concepts, principles, and information should not be outdated. A source should have been published only five to ten years ago. For example, a learning resource written in 2015 should use sources published from 2004 onward. The more recent the source, the more credible it is. With the sophisticated communications technology of today, new knowledge or discoveries with solid empirical evidence are replacing the old. What we know to be true in the past may no longer be acceptable today. For instance, Pluto was considered a planet but is now merely a "dwarf planet." Pluto passed the other two requirements of a planet, that is, "It needs to be in orbit around the sun, and it needs to have enough gravity to pull itself into a

spherical shape” (Cain, 2012, para. 14). However, Pluto did not pass the third requirement: “It needs to have cleared the neighborhood of its orbit” (Cain, 2012). “Pluto is not able to clear its orbit path so that there are no similar objects which have similar distance from the sun” (10 Need-to-Know, n.d., para. 1). That is why, Pluto cannot be a planet.

3.2.5 Relevance

Relevance refers to the information relevant to a particular topic. If the information taken from a source will enrich the topic included in the textbooks and teacher’s manuals, then include it but it needs to be quoted, paraphrased, or summarized and properly cited to avoid plagiarism. Care should also be taken in selecting relevant information because, although the information from a Website may be relevant, it cannot be used if it is not credible. All URLs that end in .gov and .edu are considered credible.

Examples:

- DepEd, DENR, DOLE, NEDA, etc. (Philippines), NASA, Pentagon, etc. (USA), European Space Agency (ESA)
- Educational institutions
- News agencies
- Media establishments like ABC, ABS-CBN, BBC, CNN, and GMA
- Well-known organizations
 - Linguistic Society of the Philippines
 - International Reading Association (IRA)
- ISI, Scopus, and Abstracted Journals
- Journals and similar publications such as *Educational Psychology*, *Language Testing in Asia*, *TESOL Quarterly*, *Philippine ESL Journal*, and *RECALL*

Noncredible sources include Wikipedia, blogs, Facebook, posts, or other self-authored sites, materials published over 15 years ago, and research articles without citations. Once authors get information and concepts from these noncredible sources that are not verified from other credible sources, their manuscripts may be prone to conceptual and factual errors.

Once the credibility of sources has been established, care should be taken to avoid plagiarism.

3.2.6 Originality

Originality for copyright purposes refers to the novelty in the form of expression (i.e., words, sounds, or images) an author uses to express an idea or convey information (Merriam-Webster, 2015). Copyright protects the expression rather than the subject matter.

Using others' words and ideas as if they are one's own is considered plagiarism. Copying verbatim from a source without proper in-text citation is also considered plagiarism.

Following are some reminders to authors on plagiarism:

- General knowledge or information may no longer be cited. If a piece of information is common knowledge, there is no need to indicate in-text citation for it.
- After selecting credible sources, authors should decide whether to quote, paraphrase, or summarize information that is borrowed from a source.
- Authors should express their thoughts distinctly from those of other writers. When quoting directly from a source, they are to use quotation marks and indicate the proper in-text citation (author's surname, copyright date, and page number).
- Generally, up to 40 words can be copied verbatim from one source but these should be quoted properly by enclosing the borrowed text in quotation marks and by indicating the proper citation or reference from which it was taken.
- Even if information taken from a source is paraphrased or summarized, it has to be quoted with in-text citation to indicate that the information is not an author's original and is borrowed from a source.
- In some instances, it is not enough to acknowledge the sources of information, concepts, and reading texts that are included in the textbooks and teacher's manuals through in-text citations and referencing. As part of the protocol in ensuring the observance of high ethical standards in learner resources development, authors should request for permission from copyright owners or holders to include previously published text and nontext materials in the textbooks and teacher's manuals they are writing.

- Only text and graphics published and produced 50 years ago are in the public domain. The following Website is a source of graphics and pictures in the public domain:
http://newmediarights.org/guide/how_to/social_media/social_video/find_free_music_images_video_use_remix_creative_works.

3.3 Writing Style Concerns

Aside from content, authors also have other concerns as they write their manuscripts for textbooks and teacher’s manuals. Three of those that are of importance are composition, grammar, and suitability of language and vocabulary.

3.3.1 Composition

The paragraph is the unit of composition. Thus, text should develop one topic in a paragraph. Cohesive and transitional devices such as conjunctions, synonyms, and pronouns are used to make ideas flow smoothly from paragraph to paragraph.

Quoting, paraphrasing, and summarizing are among the composition skills that every author should likewise possess.

3.3.1.1 Quoting

Quoting or *direct quotation* refers to the act of copying text exactly as it is written in a source. When quoting a statement with less than 40 words, enclose the direct quote in quotation marks and write the in-text citation with the author’s surname and the copyright date and page number of the publication from which the quote is taken. In-text citation can be found at the beginning, middle, or end of a sentence.

Examples:

- Aggarwal (2000) states that "the Web can be used to support or simulate all four types of teaching environments" (p. 5). This means that we can use the Web even in Face-to-Face instruction.
- Writing as a social process, “takes place within a context, that accomplishes a particular purpose, and that is appropriately phrased for its intended audience” (Hamp-Lyons & Kroll, 1997, p. 8).
- “Writing is not a naturally acquired skill” (Myles, 2002, para.1).

Notice that, in the third example above, the in-text citation of a direct quote does not have a page

number. This quote is taken from an online source. In this case, indicate the paragraph number (e.g. para. 1) where the quote is taken. In-text with many paragraphs and with a quote is found towards the last part, look for headings, write a heading where the quote is found and begin counting the paragraph number from the heading.

Example: (Cain, 2012, Why Pluto is no longer a planet, para. 5) (Okanagan University, n.d.).

3.3.1.2 Paraphrasing

Paraphrasing is restating in one's own words the idea or concept indicated in a text. When paraphrasing, authors should first read the original text carefully and understand its meaning before writing the relevant information presented in the text in their own words. They are to keep the structure or organization of the original text.

The following examples (The Writing Center, UW-Madison 3) show the difference between plagiarized and paraphrased versions of borrowed text.

- Original passage:

Critical care nurses function in a hierarchy of roles. In this open heart surgery unit, the nurse manager hires and fires the nursing personnel. The nurse manager does not directly care for patients but follows the progress of unusual or long-term patients. On each shift a nurse assumes the role of resource nurse. This person oversees the hour-by-hour functioning of the unit as a whole, such as considering expected admissions and discharges of patients in the operating room, and covering sick calls. Resource nurses also take a patient assignment. They are the most experienced of all the staff nurses. The nurse clinician has a separate job description and provides for quality of care by orienting new staff, developing unit policies, and providing direct support where needed, such as assisting in emergency situations. The clinical nurse specialist in this unit is mostly involved with formal teaching in orienting new staff. The nurse manager, nurse clinician, and clinical nurse specialist are the designated experts. They do not take patient assignments. The resource nurse is seen as both a

caregiver and a resource to other caregivers. . . . Staff nurses have a hierarchy of seniority Staff nurses are assigned to patients to provide all their nursing care. (Chase, 1995, p. 156)

- Word-for-word plagiarism:

Critical care nurses have a hierarchy of roles. The nurse manager hires and fires nurses. S/he does not directly care for patients but does follow unusual or long-term cases. On each shift a resource nurse attends to the functioning of the unit as a whole such as making sure beds are available in the operating room, and also has a patient assignment. The nurse clinician orients new staff, develops policies, and provides support where needed. The clinical nurse specialist also orients new staff, mostly by formal teaching. The nurse manager, nurse clinician, and clinical nurse specialist, as the designated experts, do not take patient assignments. The resource nurse is not only a caregiver but a resource to the other caregivers. Within the staff nurses there is also a hierarchy of seniority. . . Their job is to give assigned patients all their nursing care.

Notice that the material is plagiarized because there are only slight changes in it from the original text.

- Patchwork paraphrase:

The following paragraph is considered a patchwork paraphrase because, although it tries to create a new pattern, it copies exact words (underlined) from a source that is not enclosed in quotation marks.

Chase (1995) described how nurses in a critical care unit function in a hierarchy that places designated experts at the top and the least senior staff nurses at the bottom. The experts--the nurse manager, nurse clinician, and clinical nurse specialist--are not involved directly in patient care. The staff nurses, in contrast, are assigned to patients and provide all their nursing care. Within the staff nurses is a hierarchy of seniority in which the most senior can become resource nurses: they are assigned a patient but also serve as a resource to other caregivers. The experts have administrative and teaching tasks such as selecting and orienting new staff, developing unit policies, and giving hands-on support where needed.

- Legitimate paraphrase:

In her study of the roles of nurses in a critical care unit, Chase (1995) also found a hierarchy that distinguished the roles of experts and others. Just as the educational experts described above do not directly teach students, the experts in this unit do not directly attend to patients. That is the role of the staff nurses, who, like teachers, have their own “hierarchy of seniority” (p. 156). The roles of the experts include employing unit nurses and overseeing the care of special patients (nurse manager), teaching and otherwise integrating new personnel into the unit (clinical nurse specialist and nurse clinician), and policy-making (nurse clinician). In an intermediate position in the hierarchy is the resource nurse, a staff nurse with more experience than the others, who assumes direct care of patients as the other staff nurses do, but also takes on tasks to ensure the smooth operation of the entire facility.

Notice that in the above example, the writer rewrites in his own words the meaning of the original text. The writer writes based on his understanding of the text. In fact, the paraphrase is entirely different in structure from that of the original.

3.3.1.3 Summarizing

Summarizing is writing the gist or important points indicated in a source. To write a summary, the author has to first to understand the key concepts/ideas or main points presented in the text and capture these concepts in his/her own words.

A summary is shorter than a paraphrase. In a summary, only the salient points are included and unnecessary details are disregarded. At times, a one- to two-sentence summary is enough. In-text citation is added either at the beginning or end of the summary. There is a need to add in-text citation either at the beginning or end of indicate its source.

3.4 Grammar

Following are some reminders on challenging or confusing grammar points.

3.4.1 Active-Passive Voice

- The use of the active voice is preferred for textbooks and teacher's manuals that are written in English.

Example:

Passive: Many Filipinos were inspired by Pope Francis to renew their faith and put their faith into action.

Active: Pope Francis inspired many Filipinos to renew their faith and put their faith into action.

3.4.2 Tense

- The *tense* of a verb in a sentence indicates the time when an action in the sentence took place. There are three basic tenses: present, past, and future.
- Incorrect or unnecessary shifts in tenses confuse the reader as to the correct time frame for when an action took place.

Example:

Wrong: Mobile phones are almost indispensable because they will help us keep in touch.

Revised: Mobile phones are almost indispensable because they help us keep in touch.

3.4.3 Subject and Verb Agreement

- The subject and verb must agree in tense, number, and form.
- A *mass noun* denotes something that cannot be counted because it is either abstract (e.g., love) or refers to an undetermined number of people (e.g., class). The latter type of mass noun usually takes a singular verb. However, depending on its emphasis, a collective noun may take either a singular or plural verb. When it refers to the individual members of a group, it takes a plural verb.

Example: The class is noisy.

The class will do their seatwork.

- Latin and Greek nouns such as *media*, *errata*, *phenomena*, *criteria*, *data* are plural.

3.4.4 Use of Who, That, and Which

- The use of the relative pronouns *who*, *that*, and *which* can be confusing to some.
- The word *who* is used when referring to people.

Example: I know someone *who* can teach you piano.

- The word *that* is used when referring to people, things, or groups or when introducing restrictive or essential clauses. A *restrictive clause* is necessary to the meaning of the sentence. Without it, the meaning of the sentence would not be complete.

Example: Please get the book *that* is on my desk.

In the sentence, the restrictive clause *that is on my desk* clarifies which book is referred to in the sentence.

The term *which* is used when referring to things or nonhuman entities or when introducing nonrestrictive or non-essential clauses. For the latter use, the word is preceded by a comma. A *nonrestrictive clause* is not necessary to the meaning of the sentence. Even without it, the sentence would still have meaning.

Example: My new book, *which* I got on sale, is on my desk.

In the sentence, the nonrestrictive clause *which I got on sale* only provides additional information about the book referred to in the sentence.

3.4.4.1 Directional Terms

- Avoid using the terms *above* and *below* when referring to figures, tables, and the like on a page. Instead, specify the number of the figure, table, and so on (e.g., figure 1 or table 2.1). The terms *following* and *preceding* may also be used.
- The words *forward* and *toward* are preferred over *forwards* and *towards*.

3.4.4.2 Articles

- The terms *a* and *an* are indefinite articles and are used to point out something in general.

- *The* is a definite article and is used to point out something in particular. It is also used before nouns for unique objects, comparative adjectives, ordinal numbers, musical instruments, and comparative adverbs.
- No article is needed or used before a common noun used in wider sense, before proper nouns and abstract nouns, before names in language, before names of relatives, and before predicative nouns.

3.4.4.3 Confusing Words

fewer/less

- The word *fewer* is used for nouns that can be counted, while *less* is used for nouns that cannot be counted.

Examples: fewer students, fewer classrooms
less information, less rice

can/could

- The word *can* is used to show the ability to perform a given action, while *could* is used to show a possibility.

Examples: I *can* write that letter later.
If I *could* write well, I would write about my childhood.

may/might

- The word *may* is used to denote a situation or an action that is likely to happen while *might* denotes one that is least likely to happen.

Examples: I *may* finish writing the book this month if I take a leave from work.
I *might* finish writing the book this month if I do not sleep at all.

continual/continuous

- Although there is some overlapping between the adjectives *continual* and *continuous*, they are not synonymous. The word *continual* describes repeated

occurrences of an event, with intervals between occurrences while *continuous* describes the unbroken occurrences of an event.

Examples: The *continual* breakdowns of the Metro Railways Transport system is a source of stress to Filipino commuters.

The *continuous* heavy rains during the past two days caused flooding on the streets.

since/because

- The word *because* is used when the reason for an action or a situation is the most important part of a sentence or phrase. When used in a sentence, the clause that starts with the word is usually placed at the end of the sentence.

Examples: Norma was late for work *because* she woke up late.

- The word *since* is used when the reason for an action or a situation is less important than the rest of a sentence or phrase. When used in a sentence, the clause that starts with the word is usually placed at the beginning of the sentence.

Examples: *Since* Norma was late for work, she missed an important meeting.

3.5 Language Use

The vocabulary used in a learning resource should be within the comprehension of its intended users. Put simply, this means that text for a grade 1 textbook should not use vocabulary that first graders cannot yet understand.

- 3.5.1** For textbooks for grades 1 to 3, authors should use terms that learners can understand even without their having to search for the meaning of the terms in dictionaries and similar references. On the other hand, materials for higher-level textbooks can include more difficult text and technical and specialized terms because learners in these levels are expected to have already gained skills in using dictionaries and other references and in unlocking word meaning through context.

3.5.2 Whether written in English or Filipino, textbooks should use language to present a smooth flow of ideas whereby topics are logically organized from simple to complex, concrete to abstract, easy to difficult, known to unknown, and whole-to-part/part-to-whole. Textbooks should likewise consider the learners' vocabulary range and grasp of the language. For instance, authors of textbooks with reading activities should consider this point when selecting stories and other selections. In the same manner, authors of textbooks that feature many activities with directions and procedures (e.g., science, physical education, music, technical-vocational) should be conscious of the learners' language level when they write the directions or procedures. At the very least, the learners should be able to follow and execute the directions or procedures.

3.5.3 The following pointers on writing can be helpful to writers of textbooks and teacher's manuals:

1. Put statements in positive form.

Negative: He does not always come on time.

Positive: He is always late.

2. Use definite, specific, concrete language.

Example: My teacher is good.

Revised: My teacher amazed me by his dynamism in teaching and his eloquence in English.

3. Omit needless words.

Example: Harriet is of African ancestry. She was born as a slave in Dorchester in 1820. She worked as a housemaid at six years old, taking care of a baby. At 13, she worked in the fields.

Revised: Harriet, of African descent, was born a slave in Dorchester in 1820. At age 6, she was a nanny and at 13, she worked in the fields.

4. Avoid a succession of loose or choppy sentences.

Example: The house is on a hill. It is huge. It is dilapidated.

Revised: The house on a hill is huge but dilapidated.

5. Express coordinated ideas in parallel form.

Example: Integration of learning requires one's ability to fit various concepts and application of these concepts in real-life situations.

Revised: Integration of learning requires one's ability to synthesize various concepts and to apply these concepts in real-life situations.

6. Keep related words together.

Example: Wordsworth gives, in the fifth book of *The Excursion*, a description of a church.

Revised: In the fifth book of *The Excursion*, Wordsworth gives a description of a church.

In the example, the verb *gives* was separated from its object (a description of a church).

7. Place the emphatic words at the end of a sentence.

Example: So her children will grow up with Filipino values is her main reason for coming back to the Philippines.

Revised: Her main reason for coming back to the Philippines is so her children will grow up with Filipino values.

8. Avoid using such words as absolutely and *definitely* because only few things in the world are absolute and definite. Make sure you are referring to these things when you use these words.

Example: You are absolutely right.

Revised: You are right.

9. Do not use *hopefully* as substitute for *hope*. The first word connotes the speaker's eagerness while the latter phrase means "to expect with much enthusiasm."

Example: "I hope to graduate this semester," Jose told his parents.

“Do you think I will graduate this semester?” Jose asked his professor hopefully.

10. The word *plus* is not a synonym for *also*. Use it only in math contexts.

3.6 Appropriateness of Assessment Measures

The assessment measures in the textbooks and teacher’s manuals are purely for formative purposes. These are supposed to provide teachers with ways of evaluating the results of instruction so that the appropriate pedagogical practices are used to improve learning in the process. It is with this premise that assessment measures should be carefully planned to evaluate the objectives of lessons.

Assessment measures should be congruent with the learning objectives. This is to ensure that learners will acquire all the learning competencies expected of them for each grade level. The assessment measures should also be sequenced from simple to complex, to develop both lower and higher levels of thinking, and to cultivate in learners a positive attitude toward testing.

5.6.1 Formative assessment is classroom-based assessment intended to measure learning progress. As Brown and Abeywickrama (2010) state, “Formative assessment is evaluating students in the process of ‘forming’ their competencies and skills with the goal of helping them to continue that growth process” (p. 7). It may be given before, during, and/or after each lesson to gauge the progress of each learner. Some examples of this type of assessment are quizzes, seat works, recitations, and alternative forms of assessment like interpretative dance, chamber’s theatre, role playing, speech presentation, debate, panel discussion, talk show, journal writing, drawing, and project making. These must be accompanied with appropriate evaluation rubrics.

Formative assessment centers on active feedback loops that assist learning (Black & William, 2004; Sadler, 1989; Shavelson, 2006). Teachers use formative assessments both to provide feedback to learners about their progress and to guide decisions about next steps in the learning process, thereby closing the gap between the learner’s current and desired states. Popham (2008) defines formative assessment as “a planned process in which teachers or students use assessment-based evidence to adjust what they are currently doing” (p. 15).

Except for self-assessment tools, formative assessment tools should be included only in the teacher's manual. Instructions on how to conduct them and how to interpret results should be in the teacher's manual.

5.6.2 Preteaching assessments may be used to gauge what the learners already know on the topics that are covered in each unit for specific grade level. Its purpose is for teachers to determine their learners' strengths and weaknesses prior to the lesson, and base their teaching strategy on the results to ensure optimum learning.

5.6.3 Postteaching assessments aim to measure learners' achievement or mastery of knowledge and skills after the discussion of each unit for a specific grade level. The post-teaching assessment should cover similar topics covered by preteaching assessment. They may have similar formats and structures, but not exactly the same questions.

5.6.4 Alternative or performance-based assessments such as role playing, simulations, dialogues, project-making, and dramatic/choral reading should be provided in the textbooks and teacher's manuals. This is to develop and enhance the learners' cognitive and social skills.

5.6.5 Self-assessment should be provided in the textbook to allow learners to reflect on the progress of their learning. Rubrics must be provided for the learners to easily assess their own progress.

5.6.6 Summative assessments or tests should be in the teacher's manual and be done by unit. The answer key or evaluation rubrics should be included.

5.6.7 All types of assessment should be designed well, targeting all learning competencies for the grade level, to prepare learners for their preferred educational track in the future. Hence, textbooks and teacher's manuals should adequately cover performance standards, content standards, and learning competencies and provide various forms of valid and reliable assessments to facilitate learners' understanding of lessons in all subjects.

D. DEVELOPMENT PHASE OF MANUSCRIPTS

Objective:

- To prepare and submit manuscripts (in ready-to-print form) of textbooks and teacher's manuals (TXs & TMs) that match curriculum

guidelines, fully cover and develop the learning competencies for the target subject / level, and provide sufficient content for a complete school year of instruction (i.e., 206 days).

1. Ensure that the TXs & TMs are original works that meet the requirements specified in the DepEd guidelines pertaining to the Textbook Call. If so required, publisher/author will submit the original ready-to-print materials, illustrations, and copyright permissions immediately upon request.
2. Obtain all necessary permissions and clearances for borrowed and adapted text and art included in the set of TXs and TMs from the rightful owner/copyright holder and pay/will pay fees or charges therefore prior to DepEd's procurement of these materials.
3. Acknowledge the publisher's / individual author's prime responsibility to ensure that the submitted TXs and TMs are error-free and be held accountable, which may include blacklisting should the TXs and TMs contain errors.
4. Acknowledge that the approval given to the TXs and TMs is valid until DepEd revises the curriculum guidelines or learning competencies for the intended grade/year level and subject area.
5. The publisher/individual author will not exert any undue influence on the content evaluation process, its documents, reports, and decisions or contact any person involved therein.
6. Acknowledge the authority of DepEd over the evaluation of the TXs and TMs for public school use and abide by the judgment and decision of DepEd which is understood as final.
7. If chosen as the highest rated bidder, agree to make the corrections and/or revisions required by DepEd and submit the corrected or Revised TXs and TMs on the agreed upon schedule.

E. GUIDELINES ON EVALUATION

The purpose of evaluation is to ensure that only sets of textbooks and teacher's manuals of suitable quality are made available to public schools nationwide. In accordance with Republic Act 8047 (Book Publishing Industry Development Act), it is within DepEd's mandate to conduct a thorough, objective, fair, and timely evaluation of textbooks and teacher's manuals intended for use in public schools. Any attempt to influence the evaluation process shall be grounds for disqualification of the publisher from joining future Calls and the bidding. Annex D is a flowchart of the DepEd content evaluation system.

TECHNICAL REQUIREMENTS FOR EVALUATION OF MANUSCRIPTS

- Nine (9) sets of complete, clear and ready-to-print textbook and teacher’s manual printed on letter-size (8.25 inches x 10.75 inches) copy paper and with back-to-back printing and perfect binding.
- Each learning resource (TX and TM) should indicate line numbers per page for ease in identifying text during evaluation.
- There should be line numbers for:
 1. Front matters
 - Preface/Introduction
 - Table of contents
 2. Inside Pages
 3. Back matters
 - Glossary
 - References
- The cover shall be plain white board paper showing *only* the generic title with the GradeLevel of the learning resource and the Resource Identifier (e.g., Filipino 1 *Textbook* or *Kagamitan ng Mag-aaral / Teacher’s Manual* or *Manwal ng Guro*).
- All cover text (generic title, type of material, and grade level should be printed in black using either Arial, Times Roman, or Century Gothic typeface not less than 60 points).
- The generic title of the learning resource should also be used on the title page and preface/ introduction.
- No mark, logo, text, address, ISBN, or name (e.g., of author, reviewer, consultant, editor, or publisher), must be seen on any part of the learning resource to keep an LRE from identifying the persons associated with the textbook and teacher’s manual.
- Visuals (e.g., photographs, art work, illustrations, and charts, figures, graphic organizers etc.) must be in final form, correctly placed on the pages, and complete with labels, captions, and sources (if copied).
- Use colored images where necessary to develop concepts and to facilitate understanding.

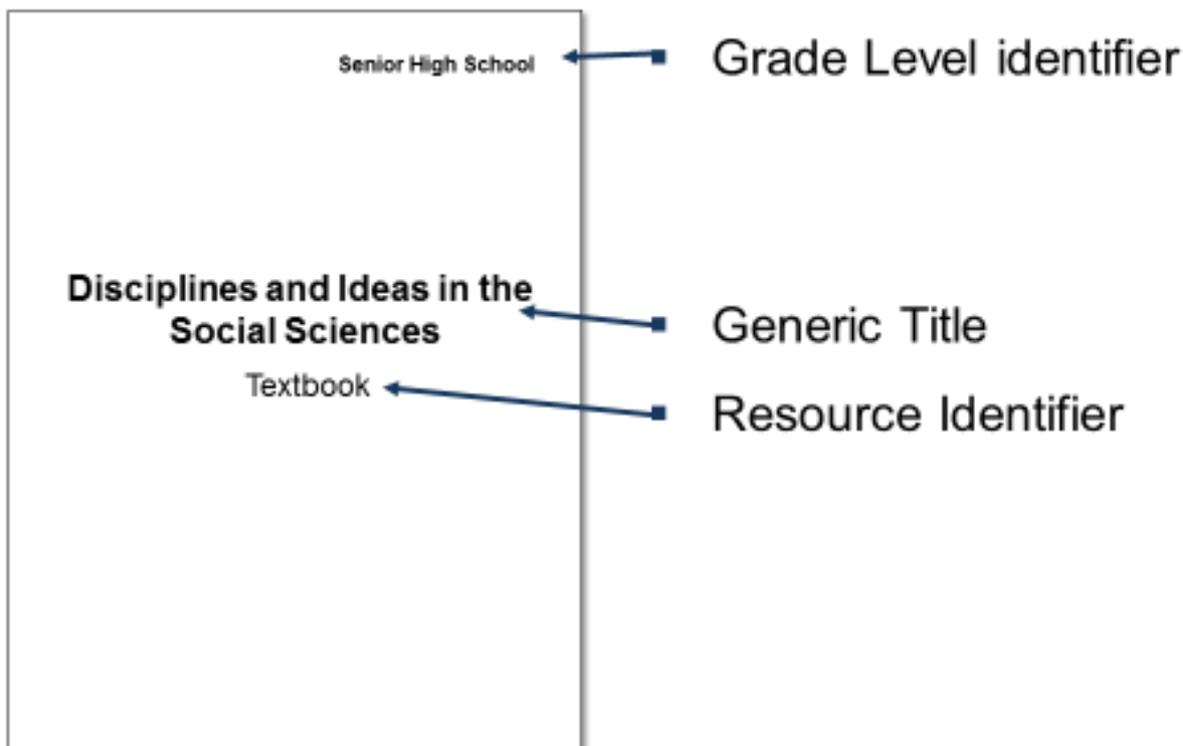
Technical Specifications of Cover for Evaluation:

Properties	Specifications
Size	<ul style="list-style-type: none"> • 8.25” X 10.75” (if portrait) • 10.75” x 8.25” (if

	landscape)
Generic Title	<ul style="list-style-type: none"> • Arial or Times New Roman in bold face • 50 to 60 points
Resource Identifier: <ul style="list-style-type: none"> ➤ Textbook or Batayang Aklat ➤ Teacher's Manual or Manwal ng Guro 	<ul style="list-style-type: none"> • Arial or Times New Roman • 30 to 40 points
Grade Level Identifier: Senior High School	<ul style="list-style-type: none"> • Placed at the top right-hand corner • Arial in bold face • 16 points

Sample cover: Manuscript for Evaluation

Evaluation Copy Cover Elements



1. Criteria for Evaluation

Content evaluation will focus on the following criteria.

1.1 Coverage of Learning Competencies

This criterion tests the congruence between the content and learning competencies, completeness of coverage, organization of materials and lessons, internal consistency, and logic in the organization of the textbooks and teacher's manuals.

1.2 Subject Area/Subject Matter Content

This criterion assesses accuracy of facts and information presented, integrity of concepts, adequacy in discussion of topics, sequence of learning concepts, and organization of content according to the requirements of the updated curriculum.

1.3 Presentation and Language

This criterion tests whether the language and visuals used in the textbooks and teacher's manuals are appropriate for the target users and reflect Philippine society and culture. It also

assesses whether the presentation and language used can be easily understood by the target users.

2. Areas in the Evaluation Process

There are four (4) areas in the content evaluation process.

2.1 Area 1: Compliance to Learning Competencies

Area 1 evaluation focuses on the coverage and sufficiency in the development of the LCs. Teams of evaluators who are curriculum experts or subject area specialists from both public and private sectors perform individual and team evaluation. Evaluators are identified according to their subject area expertise and formed into teams with two (2) members each.

2.2 Area 2: Accuracy of Content

Area 2 concentrates on the accuracy of facts and information presented, and identifies plagiarism and conceptual, factual, pedagogical, grammatical, and other types of error. It also checks its appropriateness to the developmental level and age of the learners, and its social content. The progression of the content is also evaluated to ensure the materials are created as a series.

2.3 Area 3: Presentation and Organization

Area 3 focuses on the organization of the material and appropriateness of presentation of lessons, language, and visuals to the target users, to society, and to Philippine culture.

2.4 Area 4: Language and Book Design

Area 4 ensures that the content of the textbooks and teacher manuals is grammatically correct and can be easily understood by their target users. Teams of language experts also give comments and recommendations on the book design and layout of the textbooks and teacher manuals.

3. Evaluation Tools

Evaluators will use the following tools to rate their assigned textbooks and teacher's manuals:

3.1 Area 1 - Rating Sheet for Evaluation of Textbooks (TX) and Teacher's Manuals (TM)

3.2 Area 2 - Summary of Findings on Content

- 3.3** Area 3 - Rating Sheet for Evaluation of Textbooks (TXs) and Teacher's Manuals (TMs)
- 3.4** Area 4 - Summary of Findings on Language and Book Design

F. REVISION PHASE OF MANUSCRIPTS BY HIGHEST RATED AND RESPONSIVE BIDDER

Objectives:

- To sufficiently and correctly implement all the required revisions in the TXs and TMs based on the comments and findings of the evaluators / reviewers
 - To ensure that the ready-to-print copies TXs and TMs are error-free and comply with the DepEd standards on quality prior to its mass printing
1. The publishers or individuals with the HRB are to revise their textbook and teacher's manual based on the comments and recommendations of the LREs.
 2. Provide a publisher's/individual author's summary report of all revisions implemented in the Revised TX and TM. If necessary, the summary must provide reasons and sufficient justifications why comments made by the Areas 1-4 evaluators were not implemented.
 3. Thoroughly edit and proofread the ready-to-print materials for improvements on the TXs and TMs that may not have been included in the team evaluation reports prior to submission to DepEd.
 4. Submit to DepEd-BLR on the agreed upon schedule the following:
 - required number of copies of : Revised TXs and TMs
 - publisher's/individual author's summary report of revisions made
 - Areas 1 to 4 team copies of the TXs and TMs with validated marginal notes
 5. The revised manuscripts are reviewed by representatives of the teams of LREs to ensure that valid recommended revisions are accurately and completely implemented.
 6. The awarded publisher/individual engages the services of an Editorial Board, which is recommended by the bureaus to review the revised textbooks and teacher's manuals, together with the cover. The Editorial Board ensures that the textbooks and teacher's manuals are complete, in ready-to-print format, and error-free. The completeness of the components is also assessed.

7. Payment of service fees of the Editorial Board reviewers shall be charged to the concerned publisher, based on the Memorandum of Agreement between the publisher, Editorial Board, and DepEd.
8. The publisher or individual author makes the necessary revisions based on the Editorial Board's review prior to mass printing.
9. Submit on the agreed upon schedule the final ready-to-print materials and PDF file of the TXs and TMs to DepEd.
10. Submit a certification that all revisions indicated in the DepEd evaluation and reviewers reports were sufficiently and correctly implemented and TXs and TMs underwent the usual editorial processes (editing, proofreading, etc.)

Section VII. Bidding Forms

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Technical Proposal Forms

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TPF 1. Technical Proposal Submission Form

(N.B.: Validity of bids shall be reckoned from the opening of financial proposals)

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the development of manuscript for textbooks and teacher's manual for [Subject Area and Grade/Year Level] in accordance with your Bidding Documents dated [insert date] and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of bid validity, *i.e.*, before [insert date], we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC Clause 33**, we acknowledge and accept the PROCURING ENTITY's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

We understand you are not bound to accept any Bid received for the selection of a publisher/individual author for the Project.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Publishing Firm/Individual Author:
Address:

TPF 2. Comments and Suggestions of PUBLISHER/INDIVIDUAL AUTHOR on the Terms of Reference

(N.B.: The bidder may provide comment or suggestion on all aspects of the TOR in the Bidding Documents, e.g. suggestions on page properties under Item B.1.1 specifying the unit or range of applicable size, etc. Otherwise, if the bidder has none, just indicate “None.”)

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

TPF 3. Description of the Methodology and Work Plan for Performing the Project

TPF 4. Team Composition and Task Projects

1. Technical/Managerial Staff		
Position (Layout Artist, Illustrator, Book Designer, Typesetter, Proofreader)	Name	Task
Author/ Writer		
Editor		
.....		

TPF 5. Activity (Work) Schedule

(sample form)

(N.B.: This form the bidder to provide its timeline to do the revisions of manuscripts from the time of receipt of the Summary of Revisions until submission of final ready-to-print materials, not to exceed ten (10) calendar days.)

A. Revised Manuscripts in Ready-to-print Form

Reports	Date
1. Review of Evaluation Results, Areas 1 – 4	
2. Revision of the Manuscripts	
3. Editing and Other Editorial Processes	
4. Submission of Reports	
5. Others	

TPF 6. Publisher's Form for Submission of Manuscripts For Evaluation

For DepEd use:

**Department of Education
Bureau of Learning Resources**

2015 Call for K to 12 Learning Resources

This form shall be accomplished for each set of textbook (TX) and teacher's manual (TM). You are advised to accomplish this form (please refer to BDS Clause 10.2(e) to check to check completeness of submissions.)

Nine (9) sets of complete, clear, and ready-to-print manuscripts, with each set consisting of a manuscript for a textbook and a manuscript for a teacher's manual printed on copy paper (8.25 inches x 10.75 inches) and with back-to-back printing and perfect binding. Detailed technical specifications on the said manuscripts for evaluation must also be submitted. Please refer to Section VI. Terms of Reference and DepEd Call Guidelines for the said required technical specifications.

One (1) ready-to-print copy of the covers of both textbook and teacher's manual, in full color and with copyright pages with complete details.

Basic Information (Please print legibly or type all entries.)

Publishing Company: _____

Owner/Manager: _____

Business Address: _____

Telephone: _____ Fax: _____ Cell: _____ Email: _____

Contact person and designation: _____

Information on the Textbook and Teacher's Manual

Title: _____

Publisher: _____

Author(s): TX _____

TM _____

Editor(s): _____

Intended for: Grade level _____ Subject area: _____

Number of pages: TX _____ TM _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TPF 7. Publisher's/Copyright Owner's Declaration

For DepEd use:

1. The textbook (TX) and teacher's manual (TM), henceforth referred to as *manuscript* for brevity, are original and meet the requirements specified in the DepEd guidelines pertaining to this Call. We agree to submit the original ready-to-print materials, illustrations, and copyright permissions **together with the manuscript during bid submission.**
2. The manuscript submitted for evaluation does not contain any identifying mark that would enable the evaluators to identify the publisher, author, or anyone else in the development team.
3. We have obtained all necessary permissions and clearances for borrowed and adapted text and art included in the manuscript from the rightful owner/copyright holder prior to DepEd's procurement of this manuscript. Written permissions and clearances will be submitted to DepEd.
4. We acknowledge that, as copyright owners, we have the prime responsibility to ensure that the submitted TXs and TMs are error-free and will be held solely accountable for their contents. We will abide by sanctions that may be imposed which may include disqualification from participating in similar Calls for Textbooks for a period of five years should the TXs or TMs contain major errors.
5. We acknowledge that the approval given to the TXs and TMs is valid until DepEd revises the curriculum guidelines or learning competencies/curriculum standards for the intended grade level and subject area.
6. We will not exert any undue influence on the evaluation process, its documents, reports, and decisions or contact any person involved therein.
7. We hereby acknowledge the authority of DepEd over the evaluation of the TXs and TMs for public school use. We will abide by the DepEd's judgment and decision, which we understand is **final.**
8. If selected as the highest responsive bidder:
 - 8.1 We agree to make all the corrections and/or revisions required by DepEd and submit the corrected or revised TXs and TMs, with the Summary of Revisions made and the Areas 1 to 4 team copies with marginal notes from the evaluators not later than **ten (10) calendar days** from receipt of the evaluation results and findings from DepEd.

- 8.2 We understand that the revised TXs and TMs will undergo an iterative review process to ensure that all revisions are sufficiently and correctly implemented prior to mass printing. A memorandum of agreement regarding the final editorial review shall be entered into by a qualified and duly recommended institution, DepEd, and the highest responsive bidders. The Editorial Board's service fees shall be charged to the concerned publisher.

By signing below, we signify conformity to the above declarations. Should we violate or fail to honor any of the above, this could be used as sufficient ground not to accept our TXs and TMs for the said Call.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Project Title: _____

COMMITMENT TO WORK

The undersigned hereby states his/her commitment to work in the Department of Education's aforementioned project as _____ once the project is awarded to _____ (name of company).

As _____, he/she agrees to the Terms of Reference provided by the Company, to wit:

- 1.
- 2.
- 3.

Name and Signature of Staff

Position

Name and Signature of Bidder's
Authorized Representative

Position

Financial Proposal Forms

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FPF 1. Financial Proposal Submission Form

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for the development of manuscripts of textbooks and teacher's manual for *[Subject Area and Grade/Year Level]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e.*, *[Date]*.

In accordance with GCC Clause 3, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Terms of Reference (TOR), the provisions relating to the eligibility of the Publishers/Individual Authors and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Publishing Firm/Individual Author:
Address:

FPF 2. Summary of Costs

Costs	Currency(ies) ¹	Amount in Philippine Peso
Amount		
Local Taxes		
Total Amount of Financial Proposal		_____

¹ In cases of contracts involving foreign consultants, indicate the exchange rate used.

COPYRIGHT AUTHORIZATION AGREEMENT FORM

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Publisher/Individual Author]* (hereinafter called the “Publisher/Individual Author”).

WHEREAS, the Entity is desirous that the Publisher/Author execute *[name and identification number of contract]* (hereinafter called “Services”) and the Entity has accepted the bid for *[insert the amount in specified currency in numbers and words]* by the Publisher/Author for the execution and completion of such Manuscripts Development and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Credit line issued by a licensed bank, if any;

- (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Publisher/Individual Author as hereinafter mentioned, the Publisher/ Individual Author hereby covenants with the Entity to execute and complete the Manuscripts Development and remedy any defects therein in conformity with the provisions of this Publisher/ Individual Author in all respects.
4. The Entity hereby covenants to pay the Publisher/ Individual Author in consideration of the execution and completion of the Manuscripts Development, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of PROCURING ENTITY

Binding Signature of Publisher/ Individual Author

[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. **Select one, delete the other:**

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

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

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Name of Bidder]* complies with existing labor laws and standards; and
7. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
8. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her

photograph and signature appearing thereon, with no. _____ issued on ____
at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued], [place issued]*

IBP No. _____ *[date issued], [place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Affidavit of Disclosure of No Relations

I, [name of the affiant], [state nationality], of legal age, [state status], after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the _____ of [insert name of Bidder] with office address at [insert address] an established and reputable Supplier of [insert name and/or description of the GOODS] for the bidding of [insert name of the Project] by the [insert name of PROCURING ENTITY] (hereinafter referred to as the “PROCURING ENTITY”);

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

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

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

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

3. I am making this statement in compliance with Section 47 of the Implementing Rules and Regulations Part A of Republic Act 9184, and in accordance with the requirements of the PROCURING ENTITY.

4. I understand and accept that any false statement in this respect will render [name of the Bidder], and its authorized officers liable for prosecution to the full extent of the law.

Affiant

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

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

Notary Public

Doc. No. _____:

Page No. _____:

Book No: _____:

Series of 20 _____

