



Republic of the Philippines  
Department of Education  
Procurement Management Service

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**Bids and Awards Committee IV**

SUBJECT : **BID BULLETIN NO. 1**

PROJECT : **Procurement for the Printing and Delivery of Grade 1 English Activity Sheets**

PROJECT NO.: **2020-BLR2(002)-BIV-CB-012**

DATE : **November 4, 2020**

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This Bid Bulletin is hereby issued for the information and guidance of all prospective bidders. It shall form an integral part of the bidding documents issued earlier relative to the above project.

**I. Section I. Invitation to Bid**

1. Item 6, page 8, of the bidding documents is hereby amended to read:

Bids must be duly received by the BAC Secretariat on or before **1:00 P.M. of November 12, 2020** at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City.

Late bids shall not be accepted

2. Item 8, page 8, of the bidding documents is hereby amended to read:

Bid opening shall be on **November 12, 2020, 1:00 P.M.** at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

**II. Section III. Bid Data Sheet**

1. **ITB Clause 9**, on page 18, of the bidding documents is hereby supplemented to read:

*Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.*

*The Procuring Entity's address is:*

*The Chairperson  
Bids and Awards Committee (BAC) IV  
c/o Procurement Management Service-BAC Secretariat Division  
Rm. M-511, 5th Floor, Mabini Bldg.  
DepEd Central Office Complex Meralco Avenue, Pasig City  
Telephone Nos. 8636-6542 or 8633-9343  
Email address:  
depedcentral.bacsecretariat@deped.gov.ph*

*Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.*

**2. ITB Clause 10.3**, on page 18 of the bidding documents is hereby supplemented to read:

*In case of foreign bidders, if the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, they must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.*

*However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.*

*A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State.*

*A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under "Competent Authorities".*

*The English translation shall govern, for purposes of interpretation of the bid.*

- 3. ITB Clause 12**, on page 18, of the bidding documents is hereby supplemented to read:

*The price of the Goods shall be quoted DDP **delivered at Supplier's Warehouse in NCR, Region 3 or Region 4-A** or the applicable International Commercial Terms (INCOTERMS) for this Project.*

- 4. ITB Clause 13.1**, on page 18, of the bidding documents is hereby supplemented to read:

*The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.*

- 5. ITB Clause 13.2**, on page 18, of the bidding documents is hereby supplemented to read:

*Payment shall be made in Philippine Pesos.*

- 6. ITB Clause 14.2**, on page 18, of the bidding documents is hereby supplemented to read:

*The bid security shall be valid for 120 calendar days reckoned from date of opening of bids. Bids with bid security valid for a shorter period shall be rejected outright as non-responsive.*

*Bid securities shall be turned over to the DepEd Cash Division for custody.*

- 7. ITB Clause 15**, on page 18, of the bidding documents is hereby supplemented to read:

*Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT." In addition, the Bidders shall submit a copy of each of the Technical Component and the Financial Component (hard and soft copy) of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids.*

*In the event of any discrepancy between the original and the copy, the original shall prevail. Original copies of the Class "A" Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor's Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).*

*To facilitate the receipt and classification of bid envelopes, outer envelopes shall be color RED, inner envelope containing Technical Proposal shall be color Blue and inner envelope containing Financial Proposal shall be color Green.*

The following documents which are to be submitted as part of the bids are advised to be produced in electronic forms recorded on three (3) **CD or Flash Drive** (both Word format and PDF (or read-only) format)

1. Statement of Compliance with Technical Specifications
2. Filled out Price Schedule
3. Filled out Net Financial Contracting Capacity (NFCC)

In case of discrepancy in the substance and content between the printed copies and the **CD or Flash Drive**, the printed copies shall prevail. Non-submission of electronic copies will not be a ground for disqualification, but the bidder/s are required to submit the same during the post-qualification.

Post qualification documents maybe submitted during the bidding but this does not disqualify bidders who will not submit post qualification documents during bid submission.

Note: Each Bidder shall submit three (3) paper copies of its bid.

Unsealed or unmarked bid envelopes, or in case of bid electronic submission, Bidding Documents not in compressed archive folders and are not password-protected, shall be rejected. However, bid envelopes that are not properly sealed and marked or not properly compressed and password-protected as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or improperly compressed or password-protected folder, or for its premature opening.

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

**8. ITB Clause 17.1**, on page 18, of the bidding documents is hereby supplemented to read, to wit:

*The place of bid opening is Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City.*

*The date and time of bid opening is **November 12, 2020, 01:00 P.M.***

*Pursuant to GPPB Resolution 09-2020, for electronic bid submission, the passwords for accessing the Bidding Documents will be disclosed by the Bidders only during the*

*actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.*

*“In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening of bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of DepEd”.*

*As per GPPB Resolution No. 16-2020 dated 16 September 2020, receipt of scanned copies of the first bid envelope with the required forms prescribed in the revised IRR of RA 9184, for online or electronic bid submission shall be considered as compliant with the requirements of bid submission, subject to the submission of the original copies of the following: (i) Bid Securing D stage shall render the bid securing declaration or other forms of bid security excluding cash; and (ii) Omnibus Sworn Statement by the bidder and duly received by the BAC concerned during the post-qualification stage.*

*Non-submission of the above-mentioned forms on the set period shall render the bid submission as non-compliant and shall result in the post-disqualification of the bid.*

*As per GPPB Resolution No. 16-2020 dated 16 September 2020, receipt of the scanned copies of the second bid envelope with the required forms such as the duly-signed bid form, price schedules, or other forms in the revised IRR of RA 9184, for electronic or online bid submission, shall be considered as compliant with the requirements of the said bid submission.*

**9. ITB Clause 20.2**, on pages 20 to 21, of the bidding documents is hereby supplemented to read:

*b. Certificate of PhilGEPS Registration (Platinum Membership), in case the bidder opted to submit their Class “A” documents during submission and opening of bids:*

*c. Certificate of Test Results from the FPRDI dated within three (3) months prior to the date of the deadline for the submission and opening of bids for this project. Sample papers will no longer be accepted*

Paper requirement is as follows:

**Cover Page:**

Foldcote Cal. #12, Solid White; **Basis weight: 230 gsm**  
**-5% tolerance;**

**Inside Pages:**

Standard Newsprint; **48.8 gsm -5% tolerance;**

**Brightness: 55% -3% tolerance; Opacity: 90% -5% tolerance**

### III. Section V. Special Conditions of the Contract

1. **GCC Clause 1**, on pages 26 to 28 of the bidding documents is hereby amended to read:

#### **Delivery and Documents –**

For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

*[For Goods supplied from abroad, state:]* “The delivery terms applicable to the Contract are DDP (Ex-Supplier’s Warehouse), in accordance with INCOTERMS.”

*[For Goods supplied from within the Philippines, state:]* “The delivery terms applicable to this Contract are as indicated in the succeeding portions.

Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at the Supplier’s warehouse.”

The goods/items shall be picked-up/hailed by the third-party logistics provider designated by the DepEd.

#### **Incidental Services –**

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

- a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. The Supplier shall distribute the properly accomplished delivery documents to the concerned offices and individual such as: DepEd Central Offices [accounting/COA – complete set original; AMD – complete set; BLR – complete set] Supplier – complete set and Individual: Third party monitor – IAR only.

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

#### **Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during

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

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

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

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Insurance –**

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by DepEd.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this

Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

The Supplier shall, upon notice by DepEd, ensure that items/goods are made available for inspection at its warehouse, which should be located in NCR, Region 3 or Region 4-A.

After inspection and acceptance at its warehouse, the Supplier shall be entitled to payment as soon as the items have been accepted by DepEd and the third-party logistics provider designated by DepEd have picked-up/hailed the items/goods from the warehouse. Provided, however, that prior to pick-up/hauling, the Supplier shall ensure that the goods/items are sealed, ready and fit for transport.

#### **Intellectual Property Rights –**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

- 2. GCC Clause 2.2**, on pages 28 to 29 of the bidding documents is hereby amended to read:

#### **Schedule of Payment:**

Supplier may submit a request for payment based on the monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items picked-up/hailed based on the schedule of hauling and other relevant terms and conditions of the



contract; and (ii) Inspection and Acceptance Reports, including certification by Supplier, and duly accomplished and signed by DepEd officials.

(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting, the end-user unit and the Contract Management Division of the Procurement Management Service, Central Office.

An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable letter of credit or bank guarantee of an equivalent amount must be submitted, and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

All progress payments shall first be charged against the advance payment until the latter has been fully exhausted

The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the Supplier's warehouse and upon submission of documents under this contract shall be as follows:

For the **initial progress payment**, a minimum of 25% of the Contract Price per lot shall be paid to the Supplier upon pick-up/hauling by the third-party logistics provider of a minimum of 25% of the requirement per lot and acceptance by DepEd.

**Final payment** shall constitute release of the retention money in case of expiry of the warranty period, or any amount left, after it has been called for use under the warranty provision.

- 3. GCC Clause 3**, on page 29 of the bidding documents is hereby supplemented to read:

*The Supplier 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 of the contract, up to completion and final acceptance of the Project, or for any contract time extension granted by the Procuring Entity.*

- 4. GCC Clause 4**, on page 28 of the bidding documents is hereby amended to read:

Random inspection at suppliers' printing presses/warehouses.

- 5. GCC Clause 5**, on page 29 of the bidding documents is hereby supplemented to read:

Payments shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to: (a) at least 1% of every progress payment; (b) a special bank guarantee equivalent to at least 1% of the Contract Price; or (c) such amount representing compliance or delivery, as may be applicable, as required in Section 62 of RA 9184 and its IRR.

**6. On page 29**, of the bidding documents, Annex to the Special Conditions of the Contract, is hereby revised, attached and marked as **Annex “A”**.

**IV. Section VI. Schedule of Requirements**, on pages 36 to 37, of the bidding documents is hereby amended to read:

**A. List/Description of Goods /Services**

<b>Lot No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Period</b>
<b>1</b>	Zone 1	407,363	<b>150 Calendar Days</b>
<b>2</b>	Zone 2	677,929	
<b>3</b>	Zone 3	413,994	
<b>4</b>	Zone 4	552,705	

**B. Pick-Up/Hauling Schedule**

Prior to the scheduled pick-up/hauling of goods at the Supplier’s warehouse, the Supplier shall coordinate with DepEd Asset Management Division (DepEd-AMD) in coordination with the designated logistics team under Contract Management Division (CMD) for the turn-over of Inspection and Acceptance Report (IAR) and Property Transfer Report (PTR).

Pick-up/hauling by the third-party logistics provider shall be made within the time and date designated and after acceptance of the goods/items.

Printing and proofing of mock-up or press-proof copies – forty-five (45) calendar days; pick-up/hauling by the third-party logistics provider – one hundred five (105) calendar days. Total contract duration of one hundred fifty (150) calendar days

**C. Supplier’s Warehouse**

Goods shall be picked-up/hailed by the third-party logistics provider designated by DepEd at the Supplier’s Warehouse, which shall be located in NCR, Region 3 or Region 4-A.

#### **D. Pick-Up/Hauling and Receiving Instructions**

- 1) Goods/Services as specified in this Schedule of Requirements and/or Technical Specifications shall be picked-up/hailed by the third-party logistics provider at the Supplier's warehouse.
- 2) The Supplier shall prepare and bring the following documents to the DepEd-AMD and turn-over to the DepEd Logistics:
  - i. Delivery Receipt;
  - ii. Property Transfer Report (PTR); and
  - iii. Inspection and Acceptance Report (IAR);
- 3) In case the Supplier, DepEd AS-AMD and/or DepEd logistics team, notices that some items are missing or damaged, Supplier should replace the missing/damaged items or opt to restrict further opening of the boxes pending an investigation of the incident for the protection of the Supplier, DepEd AS-AMD and the DepEd Logistics. Hauled goods/items should be rejected if found to be NOT in accordance with the conditions stated in the IAR
- 4) The DepEd Logistics team shall notify DepEd AMD/DepEd Division Supply Office or Schools School Head or Designated Property Coordinators on the schedule of delivery for purposes of coordination, monitoring and documentation.
- 5) The Team leader and provisional member of the Inspectorate Team and the authorized representative of the End-User, shall sign the Inspection and Acceptance Report (IAR) if the hauled items/goods comply with the requirements; if not, the hauled goods/items will be rejected; and
- 6) The acceptance portion of the Inspection and Acceptance Report (IAR) and "Received By" portion of the Property Transfer Report (PTR) shall then be signed by the AS-AMD, Supply Officer or School Property Custodian, as the case may be.

#### **Statement of Compliance**

I/We have read and understood the requirements/scope of service/terms of reference and conditions stipulated herein and shall therefore comply to the conditions set forth in the Contract with respect to this **Section VI. Schedule of Requirements**, if our bid is considered for award.

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Name and Signature of Bidder's Authorized Representative

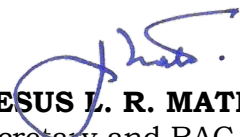
**V. Section VII. Technical Specifications:**

- On pages 40 to 41 of the bidding documents, are hereby revised, attached and marked as **Annex "B"**.

All other provisions not herein modified shall remain in full force and effect.

For your information and guidance.

**FOR THE BIDS AND AWARDS COMMITTEE IV:**



**JESUS L. R. MATEO**

Undersecretary and BAC IV Chairperson

**Annex to Special Conditions of Contract**

Goods shall be packed, labeled, and picked-up/hailed by the third-party logistics provider designated by the DepEd at the Supplier's warehouse.

**Pre-Production**

1. Upon receipt of the Notice to Proceed by the Suppliers, the DepEd, through Bureau of Learning Resources (BLR), shall provide the Supplier with the Ready to Print materials (inside and cover page) for proofing. The Supplier shall submit to DepEd, through DepEd-BLR, a detailed printing/manufacturing, binding, revising, packing, and hauling schedules. DepEd shall notify the Supplier in writing of the names of members of DepEd's authorized Quality Control Inspector Teams (DepEd-QCIT)/Inspectorate Team.
2. The Supplier shall submit to DepEd the proofs of the inside and cover page upon receipt of the Ready to Print materials for approval and sign-off. (Refer to the schedule of requirements).
3. Approved and signed-off proofs shall be returned by DepEd upon receipt from the Supplier. (Refer to the schedule of requirements)

**Production and Inspection Activities**

1. In case printing, binding, revising, packing and pre-shipment inspections will not be conducted at Supplier's plant located abroad, the inspection shall be conducted by the DepEd QCIT at Supplier's warehouse(s) located in the Philippines, which is located in NCR, Region 3 or Region 4-A. The inspections shall be conducted before pick-up/hauling of the Goods at the Supplier's warehouse. The Supplier shall send request for inspection stating the goods to be inspected and the quantity to PIU and/or Contract Management Division (CMD). The Supplier shall ensure that the goods for inspection are available at its warehouse, which is located in NCR, Region 3 or Region 4-A.
2. DepEd, through the DepEd-QCIT/Inspectorate Team, shall conduct random inspections of the Goods during printing / manufacturing, binding, revising, and packing stages. An inspection report that records observed printing / manufacturing, binding, revising, and packing defects that need to be corrected, and tracks if corrections previously required were undertaken by Supplier, shall be signed by both the DepEd-QCIT/Inspectorate Team and Supplier's production / manufacture supervisor / authorized representative. Likewise, the DepEd-QCIT/Inspectorate Team shall conduct substantial pre-delivery inspection at the Supplier's warehouse.
3. At any stage of the actual production / manufacturing (printing, binding, revising, and packing), DepEd shall have the option to subject the materials, covers, and signatures produced and packed using body stocks, cover stocks, and corrugated boxes for testing at Forest Products Research and Development Institute (FPRDI). All materials, covers, and signatures produced and packed using body stocks, cover stocks, and

corrugated boxes which failed the FPRDI test based on DepEd's specifications shall be rejected. Likewise, other materials used which do not comply with required specifications shall be rejected by DepEd.

4. The DepEd-QCIT/Inspectorate Team members are authorized to mark or write the word "rejected" or "X" and affix their signatures on all defective materials, pages, covers, signatures, or the whole Goods by the use of an indelible ink or pen, discovered defective during printing / manufacturing, binding, revising, packing, and pre-delivery inspections without any cost or liability to be charged to the account of DepEd. Defective Goods that have been rejected shall be shredded, cut, or confiscated by the DepEd-QCIT/Inspectorate Team.
5. A month prior to the start of pick-up/hauling, DepEd-BLR shall provide the Supplier with all copies of pre-numbered Inspection and Acceptance Reports (IARs) for use during the pick-up/hauling of the Goods to at the Supplier's Warehouse.

### **Supplier's Undertakings**

1. In case of a foreign supplier, the Supplier shall inform the DepEd in writing of the date of arrival of the Goods from abroad at the Supplier's warehouse located in NCR, Region 3 or Region 4-A. In case printing, binding, revising, packing, and pre-delivery inspections were not conducted by DepEd at the Supplier's premises located abroad, the Supplier shall submit the Goods to DepEd for inspection by the DepEd-QCIT/Inspectorate Team at the Supplier's warehouse, in NCR, Region 3 or Region 4-A, before pick-up/hauling.
2. The Supplier and its subcontractors shall allow DepEd, through the DepEd-QCIT/Inspectorate Team, and copyright owner, to observe during printing / manufacturing, binding, and packing stages as safeguard against copyright infringement and overprint. Within a reasonable time after completion of printing services, the Supplier shall return the approved and signed-off proofs and Ready to Print files (PDF Files) to DepEd upon completion of the printing process.
3. Prior to pick-up/hauling of the good/items, the Supplier shall deliver to DepEd- BLR, **twenty (20)** complimentary copies / samples of **each title of the Goods**.
4. Supplier shall strictly conform to the agreed contract completion and deliver only Goods that comply with the DepEd's technical and contract specifications.
5. The Supplier shall coordinate with DepEd Asset Management Division in coordination with the designated logistics team under the CMD for the turn-over of Inspection and Acceptance Report (IAR) and Property Transfer Report (PTR);

It shall be the responsibility of the DepEd logistics team to notify the DepEd Asset Management Division/DepEd Division Supply Office or School Heads or Designated Property Coordinators on the schedule of delivery for purposes of coordination, monitoring and documentation.

6. Upon hauling of the goods/items at the Supplier's warehouse, the Supplier shall bring the following documents to the DepEd AS-AMD and turn-over to the DepEd Logistics:
  - i. Delivery Receipt;
  - ii. Property Transfer Report (PTR);
  - iii. Inspection and Acceptance Report (IAR);
7. The Supplier shall notify DepEd immediately from the initial occurrence of conditions impeding timely pick-up/hauling of the Goods.
8. The Supplier shall replace all rejected Goods, and complete delivery within fifteen (15) calendar days from receipt of a Notice of Rejection and under pick-up/hauling from DepEd. Likewise, if stocks are available on site, the Supplier shall replace defective Goods or complete under pick-up/hauling immediately. No payment shall be made for deficient hauling or defective Goods regardless of the IARs signed by the ARPs.
9. The Supplier shall authorize DepEd to procure, upon such terms and in such manner DepEd deems appropriate, Goods similar to those under picked-up/hauling or defective and to deduct the costs of such procurement from Supplier's billings under this contract. In case the Supplier has no outstanding billing / contract with DepEd, the Supplier shall be liable to DepEd for all the costs of such procured Goods. These remedies shall not prejudice DepEd's other remedial actions inclusive of blacklisting the Supplier from joining future biddings to be conducted by DepEd.
10. After completion of hauling at the Supplier's warehouse, the Supplier shall submit to DepEd-BLR the following documents: (i) signed Delivery Receipts; (ii) signed Inspection and Acceptance Report (IAR); and (iii) Signed Property Transfer Report (PTR), for validation and as attachments to his / her claim for payment.

### **DepEd's Undertakings**

1. DepEd, through the DepEd-QCIT/Inspectorate Team, will do production and pre- pre-delivery-inspections at the Supplier's warehouse located in NCR, Region 3 or Region 4-A.
2. Third-party logistics provider shall provide adequate storage space for the Goods intended for CO units or bureaus and shall plan for distribution.
3. DepEd, through the DepEd-BLR, shall provide the third-party logistics provider copies of the delivery schedule and allocation list. The DepEd-BLR shall likewise advise the DOs to facilitate dissemination of the delivery schedule and allocation list to the Recipients, mobilize the monitoring and inspection of Goods delivered, and validate deliveries and acceptance thereof made by the ARPs.
4. DepEd-BLR shall monitor, inspect, and validate at random delivery of the Goods, and promptly report discrepancies to the Supplier, DO, and

Recipients.

5. Upon receipt of a Notice of Rejection and under pick-up/hauling. DepEd, through the DepEd-BLR, shall require the Supplier to complete the under picked-up/hauling and replace defective items/goods within fifteen (15) days.
6. DepEd-BLR shall facilitate and follow-up issuance of Certificates of Acceptance (CA) by the DepEd AMD/DepEd Division Supply Office or School Heads or Designated Property Coordinators confirming picked-up/hauling Goods and shall use the CA to appraise contract compliance, processing, and release of retention to Supplier.

DepEd-BLR shall accept the documents submitted by the Supplier and coordinate with the DepEd-FMS-Accounting the processing of payment within thirty (30) days from receipt of complete documents. Rejected Goods shall not be paid unless replaced by the Supplier.



Annex "B"

No.	Learning Resource	Quantity	No. of pages excl cover	Book Size	Paper Requirement		Colors		Binding	Statement of Compliance and Cross-Reference	Bidder's Actual Offer				
					Cover	Inside Pages	Cover	Inside Pages							
<b>Grade 1 English AS</b>															
<b>Zone 1</b>															
1	Grade 1 English Activity Sheets	407,363	120	10.75" x 8.25"	Foldcote Cal. # 12, Solid White; <b>Basis weight:</b> 230 gsm -5% tolerance	Standard Newsprint <b>Basis weight:</b> 48.8 gsm -5% tolerance; <b>Brightness:</b> 55% -3% tolerance; <b>Opacity:</b> 90% -5% tolerance	4/0 colors with UV Coating	1 Color	Perfect Bind						
<b>Zone 2</b>															
2	Grade 1 English Activity Sheets	677,929	120												
<b>Zone 3</b>															
3	Grade 1 English Activity Sheets	413,994	120												
<b>Zone 4</b>															
4	Grade 1 English Activity Sheets	552,705	120												