

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement for the Printing and Delivery of Kindergarten Activity Sheets

Government of the Republic of the Philippines



Bureau of Learning Resources – Learning Resources Production Division

OCTOBER 2020

2020-BLR2(001)-BIV-CB-011

**Sixth Edition
October 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

	Tagalog	758,140	
4	Sinugbuanong Binisaya	576,252	26,487,192.68
Total			95,649,944.60

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **DepEd**, through the **Bids and Awards Committee (BAC) IV**, now invites bids for the goods and services contemplated in this project and as detailed in the Schedule of Requirements and the table of Technical Specifications indicated in the bidding documents. ***Expected completion of delivery of the goods is within One Hundred Fifty (150) calendar days from the date of receipt of Notice to Proceed (NTP) at DepEd Central Office (Taguig Warehouse).***

Prospective bidders should have completed, within a period of **ten (10) years** immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least fifty percent (50%) of the ABC of the lot to bid for; OR, at least two (2) similar contracts and the total of the aggregated contract amount should be equivalent to at least fifty percent (50%) of the ABC of the lot bid for; and the largest of these similar contracts must be equivalent to at least twenty-five percent (25%) of the ABC of the lot/s to be bid. The contracts may come from different agencies/companies.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **DepEd Procurement Management Service at Telephone Nos. 8636-6542 or 8633-9343** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00am to 5:00pm.**
5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:
 - a. A complete set of Bidding Documents may be acquired by interested Bidders from the **DepEd Procurement Management Service, Room M-511, 5th Floor, Mabini Building, DepEd Central Office Complex, Meralco Avenue, Pasig City**, upon accomplishing a bidder’s information sheet and payment of a non-refundable fee for the Bidding Documents to the **DepEd Cashier**.

Payment in checks should be made payable to **DECS OSEC Trust**.

- b. Interested Bidders may signify their intent to purchase the Bidding Documents through email at depedcentral.bacsecretariat@deped.gov.ph by accomplishing a bidder's information sheet (**Annex A**). Upon receipt of the bidder's information sheet, the BAC Secretariat Division will send through email the details of the DECS OSEC Trust Fund Account for payment. Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

Amount of Bidding Documents shall be as follows:

Lots	Bidding Documents Fee (in Php)
1	10,000.00
2	4,600.00
3	21,500.00
4	13,900.00
TOTAL	50,000.00

Considering the current situation due to the pandemic (COVID-19) and the mandate to observe social distancing, **DepEd** will hold a pre-bid conference for this Project on **October 28, 2020, 1:00 P.M. through videoconferencing using the MS Teams**, which shall be open to prospective bidders.

Prospective Bidders who intend to participate are required to communicate with the BAC Secretariat through email at depedcentral.bacsecretariat@deped.gov.ph their confirmation and accomplish the Online Pre-bid Conference Form provided (**Annex B**) on or before **October 27, 2020, 12:00 NN**. Upon receipt of this form, the BAC Secretariat Division will send the link of the meeting.

6. Bids must be duly received by the BAC Secretariat on or before **9:00 A.M. of November 11, 2020 at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**.

Late bids shall not be accepted.

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on **November 11, 2020, 9:00 A.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.

9. **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.

For the purpose of constituting a quorum, both the physical and virtual presence of the BAC and TWG members shall be considered pursuant to GPPB Resolution No. 09-2020.

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

LAURO L. ROBERTO, Jr.

Senior Technical Assistant II
and

PAULA JANINE L. MANUEL

Technical Assistant II

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

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph>

<https://www.deped.gov.ph>

October 20, 2020

(Sgd.)

JESUS L.R. MATEO

Undersecretary and Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd) – Bureau of Learning Resources - Manila (BLR-Manila)** wishes to receive Bids for the **Procurement for the Printing and Delivery of Kindergarten Activity Sheets**, with identification number **2020-BLR2(001)-BIV-CB-011**.

The Procurement Project (referred to herein as “Project”) is composed of **Four (4) Lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2020 GAA** in the amount of **Philippine Pesos Ninety-Five Million, Six Hundred Forty-Nine Thousand, Nine Hundred Forty-Four and 60/100 (Php 95,649,944.60)**.

2.2. The source of funding is:

- a. NGA, General Appropriations Act or Special Appropriations

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is **at least one (1)** contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding, the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) [in the case of non-expendable supplies and services] or twenty-five percent (25%) [in the case of expendable supplies] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed.**

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, as listed in Section VII. Technical Specifications.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

a. **Philippine Pesos.**

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for **120 calendar days** reckoned from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 6 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 8 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause																																					
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. Manufacturing of printed and bound materials b. completed within a period of ten (10) years immediately preceding the deadline for the submission and receipt of bids. 																																				
12	The price of the Goods shall be quoted DDP DepEd Central Office (Taguig Warehouse) or the applicable International Commercial Terms (INCOTERMS) for this Project.																																				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:																																				
	Lots	ABC (in Php)	Forms of Bid Security (In Php)																																		
			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)	Bid Securing Declaration (no percentage required)																															
	1	18,951,730.49	379,034.61	379,034.61	947,586.52	-																															
	2	8,815,376.49	176,307.53	176,307.53	440,768.82	-																															
	3	41,395,644.94	827,912.90	827,912.90	2,069,782.25	-																															
	4	26,487,192.68	529,743.85	529,743.85	1,324,359.63	-																															
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Lot No.</th> <th style="width: 45%;">Description</th> <th style="width: 15%;">Quantity</th> <th style="width: 35%;">Approved Budget for the Contract (ABC) in Php</th> </tr> </thead> <tbody> <tr> <td rowspan="10" style="text-align: center;">1</td> <td>Akeanon</td> <td style="text-align: right;">11,698</td> <td rowspan="10" style="text-align: center; vertical-align: middle;">18,951,730.49</td> </tr> <tr> <td>Chavacano</td> <td style="text-align: right;">10,629</td> </tr> <tr> <td>Hiligaynon</td> <td style="text-align: right;">136,237</td> </tr> <tr> <td>Kinaray-a</td> <td style="text-align: right;">35,603</td> </tr> <tr> <td>Maguindanaon</td> <td style="text-align: right;">32,961</td> </tr> <tr> <td>Maranao</td> <td style="text-align: right;">44,663</td> </tr> <tr> <td>Surigaonon</td> <td style="text-align: right;">15,330</td> </tr> <tr> <td>Tausug</td> <td style="text-align: right;">32,280</td> </tr> <tr> <td>Waray</td> <td style="text-align: right;">71,974</td> </tr> <tr> <td>Yakan</td> <td style="text-align: right;">3,426</td> </tr> <tr> <td rowspan="2" style="text-align: center;">2</td> <td>Bikol</td> <td style="text-align: right;">105,456</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">8,815,376.49</td> </tr> <tr> <td>Ibanag</td> <td style="text-align: right;">3,989</td> </tr> </tbody> </table>					Lot No.	Description	Quantity	Approved Budget for the Contract (ABC) in Php	1	Akeanon	11,698	18,951,730.49	Chavacano	10,629	Hiligaynon	136,237	Kinaray-a	35,603	Maguindanaon	32,961	Maranao	44,663	Surigaonon	15,330	Tausug	32,280	Waray	71,974	Yakan	3,426	2	Bikol	105,456	8,815,376.49	Ibanag	3,989
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		Ivatan	382	
		Kapampangan	40,609	
		Pangasinan	35,164	
		Sambal	1,650	
	3	Ilokano	130,507	41,395,644.94
		Tagalog	758,140	
	4	Sinugbuanong Binisaya	576,252	26,487,192.68

20.2

Within a non-extendible period of **five (5) calendar days** from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:

- a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;
- b. Certificate of PhilGEPS Registration (Platinum Membership);
- 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; no less than 230 gsm with $\pm 5\%$ tolerance;

Inside Pages:

Standard Newsprint; 48.8 gsm with $\pm 5\%$ tolerance;
 Brightness of 55% with $\pm 3\%$ tolerance; Opacity of 85% with $\pm 5\%$ tolerance

- d. Declaration of the possible source (supplier) of paper that was submitted to the FPRDI for testing which will be used by the Bidder during contract implementation;
- e. List of equipment/machine to be used:

Type of Equipment
Pre-Press
Desktop Computer
Printer
Proofer Machine
Plate Setter / Image Setter & Processor and/ or CtP (Computer to Plate)
Press
Web Machines (min. of 2 units) with 22 3/4" page cut off and/or Sheetfed Machine (min. of 4 units)
Post-Press
Perfect Binding Machine

	<table border="1" data-bbox="443 194 1385 427"> <tr><td>UV Laminating Machine</td></tr> <tr><td>Three (3) Knife Cutter</td></tr> <tr><td>Single Knife Cutter</td></tr> <tr><td>Shrink Pack / Plastic Sealer</td></tr> <tr><td>Strapping Machine</td></tr> <tr><td>Folding Machine (if press equipment is Sheetfed Machine)</td></tr> </table> <p data-bbox="403 434 480 465">; and</p> <p data-bbox="392 472 1310 539">f. Other appropriate licenses and permits required by law and stated in this BDS.</p> <p data-bbox="347 546 1378 651">During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:</p> <p data-bbox="403 658 1390 999">a. Documents to verify or support its Statement of On-going and/or Statement identifying its Single Largest Completed Contract which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.</p> <p data-bbox="403 931 1390 999">b. Original copy of the submitted eligibility, technical and financial documents during bid opening.</p> <p data-bbox="347 1005 1390 1240">In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class “A” documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines.</p> <p data-bbox="347 1247 1390 1352">To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in Section II. ITB 29.2.</p> <p data-bbox="357 1413 1262 1444">The envelope shall be placed in a brown envelope and marked:</p> <p data-bbox="443 1451 743 1482">ITB 29.2 Documents</p> <p data-bbox="443 1489 1366 1520">Name of Project: _____</p> <p data-bbox="443 1527 1366 1559">Bid Opening Date: _____</p> <p data-bbox="443 1565 1366 1597">Name of Bidder: _____</p> <p data-bbox="347 1621 1390 1756">Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.</p>	UV Laminating Machine	Three (3) Knife Cutter	Single Knife Cutter	Shrink Pack / Plastic Sealer	Strapping Machine	Folding Machine (if press equipment is Sheetfed Machine)
UV Laminating Machine							
Three (3) Knife Cutter							
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Shrink Pack / Plastic Sealer							
Strapping Machine							
Folding Machine (if press equipment is Sheetfed Machine)							
21.1	No additional document						

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

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

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in

a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <u>DepEd Central Office (Taguig Warehouse)</u>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <u>DDP DepEd Central Office (Taguig Warehouse)</u>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ol style="list-style-type: none"> i. Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; ii. Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; iii. Original (white copy) and scanned copy stored in CD/DVD/Flash Drive of the pre-numbered Inspection and Acceptance Report (IAR) and Delivery Receipt (DR) detailing number and description of items received and duly signed and dated by the Property Custodian or Authorized Receiving Personnel (ARP); and Acknowledgement Receipts of IARs/DRs signed by the Authorized Receiving Personnel indicating the IAR/DR number and recipient Public School Districts and Public High Schools; <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: <u>(i) DepEd Central Office – MS. MARITESS ABLAY</u></p> <p>Incidental Services –</p> <p>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:</p>

- 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 concern offices and individual such as: Offices: Recipient Schools (complete set); School Division Offices (complete set); Regional Office (IAR only); 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.

	<p>Insurance –</p> <p>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.</p> <p>Transportation –</p> <p>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.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Schedule of Payment:</p> <p>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 delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized DepEd</p>

	<p>representative, that the items have been delivered and/or properly installed and commissioned in accordance with the contract.</p> <p>(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user (Bureau of Learning Resources – Manila) and the Contract Management Division of the Procurement Service, Central Office.</p> <p>Payments shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to at least 1% of every progress payment, or a special bank guarantee in the amount equal to at least 1% of the Contract Price required in Section 62 of RA 9184 and its IRR.</p> <p>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.</p> <p>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 project Site and upon submission of documents under this contract shall be as follows:</p> <p>For the initial progress payment, a minimum of 25% of the Contract Price per lot shall be paid to the Supplier upon a minimum of 25% delivery of the requirement per lot and duly accepted by the DepEd Central Office’s representative.</p> <p>Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.</p>
4	<p>Inspection-</p> <p>Random inspection at suppliers’ printing presses.</p>
5	<p>Warranty-</p> <p>Stated in SCC clause 2.2 hereof.</p>

Annex to Special Conditions of Contract

Goods shall be packed, labeled, and delivered to their final destination by the Supplier. Supplier shall bear costs of inland transportation, insurance, and other services required to convey the Goods to their final destinations. The quantities are listed in the Allocation List.

Pre-Production

1. Upon receipt of the Notice to Proceed of the Suppliers, the Purchaser, through DepEd-BLR, shall provide the Supplier with the Ready to Print materials (inside and cover page) for proofing. The Supplier shall submit to the Purchaser, through DepEd-BLR, a detailed printing/manufacturing, binding, revising, packing, and delivery schedules. The Purchaser shall notify the Supplier in writing of the names of members of Purchaser's authorized DepEd Quality Control Inspector Teams (DepEd-QCIT).
2. The Supplier shall submit to the Purchaser 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 the Purchaser upon receipt from the Supplier. (Refer to the schedule of requirements)
4. The Purchaser, through DepEd-BLR, shall provide the Supplier with the allocation list and complete names and addresses of Recipients.

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 and at the Project sites. The inspections shall be conducted before delivery of the Goods to their final destinations. The Supplier shall inform the Purchaser of the arrival of the Goods at Supplier's warehouse(s) located in the Philippines. The inspections shall be conducted before delivery of the Goods to their final destinations and during delivery to the recipients.

2. The Purchaser, through the DepEd-QCIT, 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 and Supplier's production / manufacture supervisor / authorized representative. Likewise, the DepEd-QCIT shall conduct substantial pre-shipment inspection at the Supplier's and its sub- contractor's premises.
3. At any stage of the actual production / manufacturing (printing, binding, revising, and packing), the Purchaser 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 Purchaser's specifications shall be rejected. Likewise, other materials used which do not comply with required specifications shall be rejected by the Purchaser.
4. The DepEd-QCIT 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-shipment inspections without any cost or liability to be charged to the account of Purchaser. Defective Goods that have been rejected shall be shredded, cut, or confiscated by the DepEd-QCIT to ensure that these are not delivered to the Recipients.
5. A month prior to the start of delivery, DepEd-BLR shall provide the Supplier with all copies of pre-numbered Inspection and Acceptance Reports (IARs) for use during the delivery of the Goods to their final destinations.

Supplier's Undertakings

1. In case of a foreign supplier, the Supplier shall inform the Purchaser in writing of the date of arrival of the Goods from abroad at the Supplier's warehouse located in the Purchaser's country. In case printing, binding, revising, packing, and pre-shipment inspections were not conducted by the Purchaser at the Supplier's premises located abroad, the Supplier shall

submit the Goods to the Purchaser for inspection by the DepEd- QCIT at the former's warehouses before delivery.

2. The Supplier and its subcontractors shall allow the Purchaser, through the DepEd-QCIT, 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 the Purchaser upon completion of the printing process.
3. Prior to delivery to the Recipients, 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 Purchaser's technical and contract specifications.
5. The Supplier shall coordinate the deliveries with the designated Authorized Receiving Personnel at least two (2) weeks before the scheduled delivery so that the latter can organize the required Elementary School Inspectorate Team (ESIT) to inspect Goods at the time of delivery.
6. The Supplier shall make delivery/ies to the Project site on a regular working days, during office hours from 7:00 A.M. to 5:00 P.M. The supplier may make arrangements with the authorized Receiving Personnel of the concerned Division Office to make delivery/ies to the project site beyond regular office hours during regular working days; on weekends (Saturdays and Sundays); or non-working holidays. The designated Authorized Representative reserves the right to refuse to receive / accept delivered Goods made before 7:00 A.M. or after 5:00 P.M., and on schedules outside the agreed schedules beyond regular office hours during regular working days; during weekends; or non- office hours during holidays.
7. The Supplier shall deliver Goods to the appropriate Recipients only as indicated in the allocation list. Goods intended for a Recipient but delivered to another district, high school, region, or division office shall be rejected and the Supplier penalized. The penalty shall include the imposition of administrative and / or blacklisting of the Supplier as a result of non-compliance and poor contract performance.
8. During delivery, the Supplier shall endorse the Goods, DRs, and duly accomplished IARs to the designated Authorized

Receiving Personnel for inspection and acceptance / approval. Upon completion of the delivery, the Supplier shall furnish the DSO or its AR the Acknowledgement Receipt with the pink copy of IARs and copy of the DRs duly signed and dated as basis for the issuance of an **original or certified true copy of Certificate of Acceptance (CA)** duly signed (**in blue ink**) by the Division Superintendent/Asst. Division Superintendent or authorized representative.

9. The Supplier shall notify the Purchaser immediately from the initial occurrence of conditions impeding timely delivery of the Goods.
10. The Supplier shall replace all rejected Goods, and complete under delivery within fifteen (15) calendar days from receipt of a Notice of Rejection and under delivery from the Purchaser. Likewise, if stocks are available on site, the Supplier shall replace defective Goods or complete under delivery immediately. No payment shall be made for deficient delivery or defective Goods regardless of the IARs signed by the ARPs.
11. The Supplier shall authorize the Purchaser to procure, upon such terms and in such manner the Purchaser deems appropriate, Goods similar to those undelivered 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 the Purchaser, the Supplier shall be liable to the Purchaser for all the costs of such procured Goods. These remedies shall not prejudice Purchaser's other remedial actions inclusive of blacklisting the Supplier from joining future biddings to be conducted by the Purchaser.
12. Defective Goods, replaced within the 15-day period, shall be retrieved by the Supplier from the concerned Division Offices / Public School Districts / High Schools / Senior High Schools at no cost to the Purchaser.
13. After completion of delivery to Recipients, the Supplier shall submit to DepEd-BLR the documents specified under **GCC Clause 6.2 (i to iii) of Section V. Special Conditions of the Contract** for validation and as attachments to his / her claim for payment.

Purchaser's Undertakings

1. The Purchaser, through the DepEd-QCIT, will do production and pre- shipment (pre-delivery) inspections at the premises of the Suppliers and their sub-contractors.

2. The Purchaser shall provide adequate storage space for the Goods intended for CO units or bureaus and shall plan for distribution.
3. The Purchaser, through the DepEd-BLR, shall provide the Regional Offices (ROs) and Division Offices (DOs), Public School District Offices (PSDO), and or Public High Schools 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 validates 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 delivery from the DO, the Purchaser, through the DepEd-BLR, shall require the Supplier to complete the under delivery and replace defective deliveries within fifteen (15) days. The DepEd-BLR shall furnish the DO with a copy of the letter to the Supplier.
6. DepEd-BLR shall facilitate and follow-up issuance of Certificates of Acceptance (CA) by the DO confirming delivered 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.

Section VI. Schedule of Requirements

A. List/Description of Goods /Services

Lot No.	Description	Quantity	Delivery Period
1	Zone 1	Akeanon	11,698
		Chavacano	10,629
		Hiligaynon	136,237
		Kinaray-a	35,603
		Maguindanaon	32,961
		Maranao	44,663
		Surigaonon	15,330
		Tausug	32,280
		Waray	71,974
		Yakan	3,426
2	Zone 2	Bikol	105,456
		Ibanag	3,989
		Ivatan	382
		Kapampangan	40,609
		Pangasinan	35,164
		Sambal	1,650
3	Zone 3	Ilokano	130,507
		Tagalog	758,140
4	Zone 4	Sinugbuanong Binisaya	576,252

150 Calendar Days

B. Delivery Schedule

Complete delivery shall be made within the contract duration stipulated above, from the date of receipt of the Notice to Proceed (NTP) by the Supplier or the date provided for such purpose indicated in the NTP, in coordination with DepEd Asset Management Division (AMD) shall not be later than seven (7) calendar days from its issuance.

Printing and proofing of mock-up or press-proof copies – forty-five (45) calendar days; delivery to Project Site – one hundred five (105) calendar days. Total contract duration of one hundred fifty (150) calendar days

C. Project Site

Goods shall be delivered at **DepEd Central Office (Taguig Warehouse)**.

D. Delivery and Receiving Instructions

- 1) Goods/Services as specified in this Schedule of Requirements and/or Technical Specifications shall be delivered only to the address indicated herein.
- 2) The Supplier shall notify the indicated authorized receiving personnel at the Project Site at the scheduled date of delivery at least three (3) working days in advance, and shall ensure that the authorized receiving personnel of the Purchaser is present during the date and time of delivery.
- 3) The Supplier shall make delivery or deliveries to the Project Site on regular working days, during Office hours from 8:00 A.M. to 5:00 P.M. The Receiving Personnel reserves the right to refuse to receive/accept delivered Goods made before 8:00 A.M. or after 5:00 P.M., and on non-working days.
- 4) Delivery receipts must be signed by Ms. Maritess L. Ablay, Chief of Asset Management Division, or her authorized representative with respect to the deliveries made in the DepEd Central Office Warehouse Project Site and other areas, if applicable.

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.

Name and Signature of Bidder's Authorized Representative

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished

or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Detailed Technical Specifications

Lot No.	Description	Quantity	Book Size	Paper Requirement		Colors		Binding	Statement of Compliance and Cross-Reference	BIDDER'S ACTUAL OFFER
				Cover	Inside Pages	Cover	Inside Pages			
1	Akeanon	11,698	8.25" x 10.75"	Foldcote Cal. #12, Solid White; Basis Weight: 230 gsm ±5% tolerance	Standard Newsprint Basis weight: 48.8 gsm ±5% tolerance, Brightness: 55% ±3% tolerance; Opacity: 85% ±5% tolerance;	4 colors with UV coating	1 Color	Perfect Binding		
	Chavacano	10,629								
	Hiligaynon	136,237								
	Kinaray-a	35,603								
	Maguindanaon	32,961								
	Maranao	44,663								
	Surigaonon	15,330								
	Tausug	32,280								
	Waray	71,974								
	Yakan	3,426								
2	Bikol	105,456								
	Ibanag	3,989								
	Ivatan	382								
	Kapampangan	40,609								
	Pangasinan	35,164								
	Sambal	1,650								
3	Ilokano	130,507								
	Tagalog	758,140								
4	Sinugbuanong Binisaya	576,252								

TECHNICAL SPECIFICATIONS FOR PACKAGING MATERIALS AND PROPOSED PACKAGING DETAILS

- **BOX**

The box materials shall have these specifications:

- | | | |
|-----------------------|---|---|
| 1. Corrugation | : | B or C (Single Wall) flute |
| 2. Burst Strength | : | 175 psi -2% tolerance |
| 3. Joint | : | Taped with 50.8 mm wide packaging tapes or better |
| 4. Approximate Length | : | 43.5 cm |
| 5. Approximate Width | : | 28.5 cm |

For box with overlap joints, the overlap joint shall be fixed by high grade glue and its outside joint shall be reinforced by a 50.8 mm packaging tape or better. Tin/staple wires shall not be used to reinforce the joints.

- **PACKAGING TAPE**

50.8mm or 2 inches wide packaging tape

- **PLASTIC STRAP**

12.7 mm wide plastic strap

- **PROPOSED PACKAGING DETAILS**

The Learning Resources (LRs) shall be packed based on the attached allocation / packaging list per recipient and placed in unused corrugated box and seals to withstand rough handling.

Each box shall contain the intended allocation, wrapped and sealed in plain plastic for adequate protection against moisture and water damage.

For loose sets, LR's shall be wrapped in plastic or brown kraft paper. Package must be secured by packaging tape or better.

Box shall be reinforced with at least 12.7 mm wide plastic strap with tin or other appropriate seal.

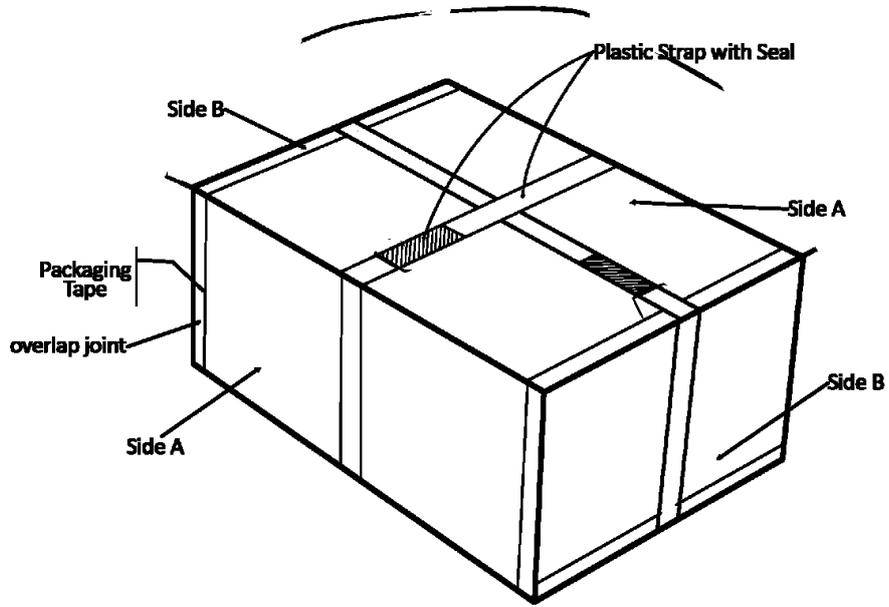
Each box shall be properly labeled to indicate the following:

Title, Quantity, Purchaser's Name and Address, Supplier's Name, Destination, DepEd logo (with flame), International Symbol, Linear Specifications, Volume, and Gross Weight.

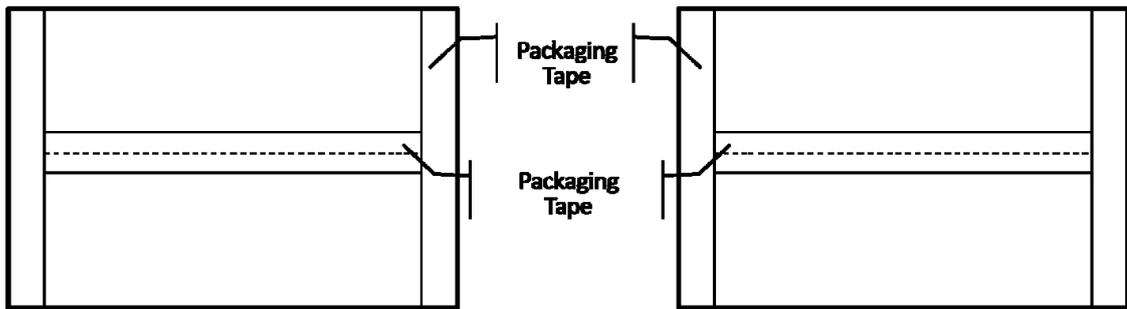
The maximum weight per box should not be more than 20 kilos.

Please see sample illustration of proposed packaging:

PACKAGE SPECIFICATIONS



PERSPECTIVE



OUTSIDE BOTTOM VIEW

OUTSIDE TOP VIEW

PROPOSED PACKAGING DETAILS FOR KAS, Gr1 EAS, Gr 4	
Length = 43.5 cm	
Width = 28.5 cm	
Weight = not exceeding 20 kilos per box	

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Procurement for the Printing and Delivery of Kindergarten Activity Sheets.**

Name and Signature
of Authorized representative

***Section VIII. Checklist of Technical
and Financial Documents***

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

- (k) Original duly signed Affidavit of Disclosure of No Relations.

Financial Documents

- (l) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form;
and
- (b) Original of duly signed and accomplished Price Schedule(s).

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

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owner's Name a. Address b. Telephone Nos.	Nature of Work	Bidder's Role		Date Awarded a. Date Started b. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: (In case of no ongoing contract, the bidder shall submit this duly signed form and indicate **“No ongoing contracts”** or **“None”** or **“Not Applicable (N/A)”** under the Column for Name of Contract (first column from left)

Submitted by: _____

Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____

STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name : _____

Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed d. Contract Performance certified by End User
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: The bidder shall be able to support this statement with:

Duly signed Contracts/Purchase Orders (POs)/ Agreements/Memoranda of Agreement (MOA)/Notices of Award (NOA)/Job Orders or Notices to Proceed (NTP) with the corresponding

Certificates of Completion of Delivery (CCDs)/ Certificates of Final Acceptance (CFAs)/duly signed Delivery Receipts (DRs), or duly accomplished Inspection and Acceptance Reports (IARs)

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

JOINT VENTURE AGREEMENT FORM

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the (Name of the Procuring Entity).

NAME OF PROJECT	CONTRACT AMOUNT

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

That both parties agree that _____ and _____ own the share and interest of _____ and _____ [indicate percentage of shares) respectively

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

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

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

SIGNED IN THE PRESENCE OF:

Witness

Witness

REPUBLIC OF THE PHILIPPINES) S.S.
PASIG CITY, METRO MANILA)

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day of _____, 20__ personally appeared:

	GOVERNMENT-ISSUED IDENTIFICATION CARD		
<u>NAME</u>	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
_____	_____	_____	_____
_____	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a JOINT VENTURE AGREEMENT consisting of ___ pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

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

NOTARY PUBLIC
Until December 31, 20__

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

Net Financial Contracting Capacity (NFCC) Form

- A.** Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or its duly accredited and authorized institution, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of submission.¹

Year 20__		
1.	Current Assets	
2.	Current Liabilities	
3.	Total Net Worth	
4.	Total Value of outstanding or ongoing Projects	

- B.** The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

In case of a bid involving two or more lots, the bidder shall indicate in the NFCC from the lots bid for, in their order of priorities or preferences.

The first lot in the order shall follow the following formula:

NFCC = [(current assets minus current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started.]

For subsequent lots, the formula shall be as follows:

NFCC = [(current assets minus current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started + value of the prior lot or lots bid for]

- C.** The following are the packages / lots / items that we are bidding for, stated in the order of preference.²

1st:

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			[(current assets - current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started]	

2nd:

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			[(current assets - current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started + ABC of 1st and 2nd Package/Lot/Item bid for]	

3rd:

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			[(current assets - current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started + ABC of 1st, 2nd and 3rd Package/Lot/Item bid for]	

This is to certify that the aforementioned NFCC computation is sufficient for all the packages / lots / items being bid for:

Submitted by:

Name of Supplier /Distributor/ Manufacturer

Name of Authorized Representative

¹In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the local lead partner, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this projection which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.

²The bidder may add tables as may show the different lots bid for and their corresponding NFCC.

BID SECURITY (BANK GUARANTEE) FORM

WHEREAS, *[insert name of Bidder]* (hereinafter called the "Bidder") has submitted its bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto the DEPARTMENT OF EDUCATION Central Office, (hereinafter called the "Entity"), in the sum of *[insert amount]* for which payment well and truly to be made to the said Entity the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of said Bank this ____ day of _____ 201__.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
 - (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by the Entity is due to the Entity owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date *[insert days]* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____
(Signature, Name and Address)

SEAL _____

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION
Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of
[month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

**Omnibus Sworn Statement
For the Conduct of Procurement Activities under Republic Act No. 11494 or the
Bayanihan
to Recover as One Act**

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]*;

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, by itself or by its association or relation with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] 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;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examine all of the Bidding Documents;
- b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any 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.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

Name and Signature of Bidder's
Authorized Representative

[Jurat]

[Format shall be based on the Rules on Notarial Practice]

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

AFFIDAVIT OF DISCLOSURE OF NO RELATIONS

(SWORN AFFIDAVIT TO THE BIDDER THAT IT IS NOT RELATED TO THE HOPE, MEMBERS OF THE BAC, THE TWG, THE BAC SECRETARIAT, THE HEAD OF THE PMO, OR THE END-USER OR IMPLEMENTING UNIT, AND THE PROJECT CONSULTANTS, BY CONSAGUINITY OR AFFINITY UP TO THE THIRD CIVIL DEGREE)

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*

(a) *If a sole proprietorship:* The owner and sole proprietor is not related to the Head of the Procuring Entity (HOPE), members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and the BAC Secretariat, the Head of Project Management Office or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree and has no conflicting interests with each other and is compliant with or is not violating Rule XV, Section 47.2 of the IRR of Republic Act 9184.

(b) *If a partnership,* None of the officers and members of [name of bidder] is related to the Head of the Procuring Entity (HOPE), members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and the BAC Secretariat, the Head of Project Management Office or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree and has no conflicting interests with each other and is compliant with or is not violating Rule XV, Section 47.2 of the IRR of Republic Act 9184.

(c) *If a cooperative,* None of the officers, directors, and controlling stakeholders or members of [name of bidder] is related to the Head of the Procuring Entity (HOPE), members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and the BAC Secretariat, the Head of Project Management Office or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree and

has no conflicting interests with each other and is compliant with or is not violating Rule XV, Section 47.2 of the IRR of Republic Act 9184.

(d) *If a corporation*, None of the officers, directors, and controlling stockholders of [name of bidder] is related to the Head of the Procuring Entity (HOPE), members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and the BAC Secretariat, the Head of Project Management Office or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree and has no conflicting interests with each other and is compliant with or is not violating Rule XV, Section 47.2 of the IRR of Republic Act 9184.

(e) *If a joint venture*, The bidder has complied with provisions of items (a), (b), (c) or (d) of Rule XV, Section 47.2 of the IRR of Republic Act 9184 with respect to the members of the said joint venture and is compliant with or is not violating Rule XV, Section 47.2 of the IRR of Republic Act 9184.

Consistent with the Omnibus Sworn Statement,

Select one, delete the other

If a sole proprietorship: I have the full power and authority to sign this affidavit on behalf of [Name of Bidder] for (Name of Project) as shown in the attached duly notarized Special Power of Attorney (which is the same Special Power of the Attorney (SPA) attached to the Omnibus Sworn Statement);

If a partnership, corporation, cooperative, or joint venture: I have the full power and authority to sign this affidavit on behalf of [Name of Bidder] for (Name of Project) as shown in the attached duly notarized Secretary's Certificate, Board/Partnership Resolution, or SPA, whichever is applicable (which is the same SPA, Secretary's Certificate, or Board/Partnership Resolution attached to the Omnibus Sworn Statement).

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 _____ 2020 at _____, 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 _____ 2020.

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 _____.

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Project _____ Date: _____
Identification _____ No.:

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page _____ of _____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page _____ of _____

Price Schedule Form

Name of Bidder: _____										
ITB No.:	_____									
Project Title:	_____									
LOT _____							ABC: Php _____			
1	2	3	4	5	6	7	8	9	10	11
Items	Description	Country of Origin	Estimated price per unit	Quantity	Unit price EXW per item	Cost of labor, raw material and component	Sales and other taxes payable if contract is awarded	Cost of other incidental Services	Total price EXW per item (cols. 6 + 7 + 8 + 9)	Total Price (Bid Price) (col. 10 x 5)
1	*****								-	-
2										
3										
Total Price:			Total Price in Words:							
Name and Signature of Authorized Representative								Date:		
Notes:										
1. Column 4 of the Price Schedule Form indicates the estimated price per unit for each of the items in the Lot. Unit price per item plus tax should not be higher by more than 15% of the estimated price per unit. Any bid in violation of this rule shall be automatically reduced to 115% of the estimated price per unit.										
2. Total Bid Price (i.e. Total Lot Price) exceeding the ABC shall be a ground for the rejection of the bid.										
* In case of discrepancies between or among the Schedule of Requirements, Annex "A" (List of Items and Bid Security) of the bidding document and the Price Schedule Form insofar as the lists of items and quantities are concerned, those appearing in the PRICE SCHEDULE FORM SHALL PREVAIL.										

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

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

x

---- x

PERFORMANCE SECURING DECLARATION
For the Conduct of Procurement Activities under Republic Act No. 11494 or
the Bayanihan to Recover as One Act

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/We will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the supplier/distributor/manufacturer/contractor/consultant of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

[Format shall be based on the Rules on Notarial Practice]



DEPARTMENT OF EDUCATION



PROJECT: Procurement for the Printing and Delivery of Kindergarten Activity Sheets

CONTRACT NO.: 2020-BLR2(001)-BIV-CB-__

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2020 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its _____, _____, as per Department Order No. 67, s. 2016, and its amendments (hereinafter referred to as the “**DEPED**”); and _____ represented herein by its Authorized Representative, _____, with office address at _____, (hereinafter referred to as the “_____”).

DEPED and _____ are collectively called “**PARTIES.**”

WHEREAS, DEPED, through the Bureau of Learning Resources – Learning Resources, is in need of a service provider for the Printing and Delivery of Kindergarten Activity Sheets;

WHEREAS, DEPED invited bids for certain goods and ancillary services stated in the above-mentioned project consisting of four (4) Lots, and received bids from ____ (__) bidders; **DEPED** opened, read, and evaluated the bids of the ____ (__) bidders and declared _____ as having the lowest calculated bid for Lot ____; after evaluation, **DEPED** post-qualified and declared the bid of _____ as the lowest calculated responsive bid for Lot No. _____ in the sum of **PHILIPPINE PESOS** _____ **MILLION,** _____ **THOUSAND,** _____ **HUNDRED and 00/100 (PhP** _____ **) ONLY**, (hereinafter called the “**Contract Price**”) detailed as follows:

Lot No.	Description	Quantity	Amount (in Php)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this **Agreement**, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBD);
 - a. Schedule of Requirements;
 - b. Technical Specification;
 - c. General and Special Conditions of the Contract; and
 - d. Supplemental/Bid Bulletin No. _____ dated _____.
 - ii. _____ bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and _____ conforme thereto; and
 - v. [Other contract documents required by existing laws and/or DepEd in the PBD. _____ agree that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and warranty Security, shall form part of the Contract.
3. The items shall be delivered within **one hundred fifty (150) calendar days** from receipt of _____ of the Notice to Proceed or as may be indicated in the Notice to Proceed;
4. _____ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that _____ is in default of any of its obligation under this contract. The performance security shall be in force and effect until issuance by **DEPED** of the Certificate of Final Acceptance;

5. The goods and services supplied under this **Contract** should conform to and comply with the standards mentioned in Section VII. Technical Specifications and standards mentioned in Section VI - Schedule of Requirements of the Bidding Documents;
6. Goods delivered with defects or non-compliant with the required specifications shall be rejected by **DEPED** and replaced _____ . **DEPED** shall have the option to inspect _____ premises covered by the contract, at any time or stage of contract implementation, to monitor and assess _____ capacity to discharge its contractual obligations;
7. _____ shall deliver the goods to the **DepEd Central Office** and **DepEd Public School Districts Nationwide** only as indicated in the Bidding Documents unless otherwise instructed by **DEPED**, for justifiable cause. Goods delivered to another school other than the recipient school without **DEPED's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents, reports submitted and validated by the authorized receiving personnel may be a possible cause for termination of the Contract;
8. The procured goods or items contemplated under this Contract shall be inspected and/or tested by **DEPED** either prior to delivery at the _____ premises, or at the delivery sites, or both, at the option of **DEPED**, in accordance with the provisions of Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the bidding documents;
9. In case _____ encounters condition(s) impeding timely delivery of the goods, _____ shall promptly notify **DEPED** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. _____ must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;
10. The Contract Price shall be paid to _____ through the Government disbursement procedures as follows:
 - 10.1. Upon submission of an irrevocable letter of credit or Bank Guarantee issued by a Universal or Commercial Bank, 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.

- 10.2 _____ may submit a request for payment based on _____ monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports, including certification by _____, as approved by the duly authorized representative of the **DEPED**, that the items have been delivered and/or properly installed and commissioned in accordance with the contract;
- 10.3. Payment shall be made within sixty (60) days after the date of acceptance of the Goods at the Project Site/s and upon submission of the documents (i) to (iii) specified in the SCC for GCC Clause 1 and other documents required in accounting and auditing rules and regulations, in the following manner:
- 10.3.1. For the initial progress payment, a minimum of twenty-five percent (25%) of the Contract Price of the lot shall be paid to _____ upon delivery of a minimum of twenty-five percent (25%) of the requirement per lot duly delivered and accepted by **DEPED's** authorized representative;
- 10.3.2. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.
11. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to one percent (1%) of every progress payment, or a Special Bank Guarantee in the amount equal to one percent (1%) of the Contract Price as required under Section 62 of R.A. 9184 and its revised IRR;
12. _____ shall be liable for the damages for the delay in its performance of the Contract and shall pay **DEPED** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the recipient school concerned. **DEPED** shall deduct the liquidated damages from any money due or which may become due to _____, or collect from any of the securities or warranties posted by _____, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the

contract, without prejudice to other courses of action and remedies available under the circumstances;

13. The **Parties** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

Assistant Secretary
DEPARTMENT OF EDUCATION

Authorized Representative

SIGNED IN THE PRESENCE OF:

DEPED's Witness

Witness

APPROVED BY:

CERTIFIED FUNDS AVAILABLE:

Chief Accountant

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____,
Philippines, this ____ day of _____ 2020 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

DEPED

Authorized Representative

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2020.

NOTARY PUBLIC

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To: **Department of Education**
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

ANNEXES

Annex A (Bidder's Info Sheet)

BIDDER'S INFORMATION SHEET

Directions: Please fill out all information requested **legibly**. Also, place a checkmark (✓) in the box(es) corresponding to all applicable items.

To be filled by ProcMS-BACSec staff only:

Control No.: _____

PROJECT NO.: **2020-BLR2(001)-BIV-CB-011**

PROJECT: **Procurement for the Printing and Delivery of Kindergarten Activity Sheets**

TOTAL ABC: **PhP95,649,944.60**

Cost of Bidding Documents –	Lot 1	Php10,000.00
	Lot 2	Php4,600.00
	Lot 3	Php21,500.00
	Lot 4	Php13,900.00
	TOTAL	Php50,000.00

DATE : _____

GENERAL INFORMATION

FULL NAME OF FIRM/COMPANY: _____

ADDRESS : _____

TEL. NO(S). : _____

FAX NO(S). : _____

EMAIL ADD. : _____

PERSON MANAGING AFFAIRS OF THE FIRM

NAME : _____

POSITION : _____

TEL. NO. : _____

MOBILE NO. : _____

AUTHORIZED REPRESENTATIVE

NAME : _____

POSITION : _____

TEL. NO. : _____

MOBILE NO. : _____

Where did you find out about this project? PhilGEPS DepEd website Bulletin Board

Your Firm/Company will join in the following lots: Lot 1 Lot 2 Lot 3 Lot 4

Bid Docs: OR No: _____ Date: _____ Amount: _____

OR No: _____ Date: _____ Amount: _____

Received from Procurement Management Service – BAC Secretariat Division the following:

✓	Document(s)	Received by		Date Received
		Printed Name	Signature	
<input type="checkbox"/>	Bidding Documents			
<input type="checkbox"/>	Annexes A-C			
<input type="checkbox"/>				
<input type="checkbox"/>				

Notes:

- Interested Bidders may signify their intent to purchase the Bidding Documents through email at depedcentral.bacsecretariat@deped.gov.ph by accomplishing this form.
- Upon receipt of the bidder's information sheet, the BAC Secretariat Division will send through email the details of the DECS OSEC Trust Fund Account for payment.
- Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids indicated in the Invitation to Bid, Bidding Documents or Bid Bulletin.
- Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

This form is not for sale, and may be reproduced. Information to be provided may be supported by additional documents for firm's security.

Annex B (Online Pre-bid Conference Form)

Annex "B"

ONLINE PRE-BID CONFERENCE FORM

Directions: Please fill out all information requested legibly. Also, place a checkmark (✓) in the box(es) corresponding to all applicable items.

To be filled by ProcMS-BACSec staff only:
Control No.: _____

This form is not for sale, and may be reproduced. Information to be provided may be supported by additional documents for firm's security.

PROJECT NO.: 2020-BLR2(001)-BIV-CB-011
PROJECT: Procurement for the Printing and Delivery of Kindergarten Activity Sheets
TOTAL ABC: PHP95,649,944.60

DATE : _____

GENERAL INFORMATION

FULL NAME OF FIRM/COMPANY: _____

ADDRESS : _____

TEL. NO(S) : _____

FAX NO(S) : _____

EMAIL ADD. : _____

(1) AUTHORIZED REPRESENTATIVE

NAME : _____

POSITION : _____

TEL. NO. : _____

MOBILE NO. : _____

EMAIL ADD. : _____

(2) AUTHORIZED REPRESENTATIVE

NAME : _____

POSITION : _____

TEL. NO. : _____

MOBILE NO. : _____

EMAIL ADD. : _____

Where did you find out about this project? [] PhilGEPS [] DepEd website [] Bulletin Board

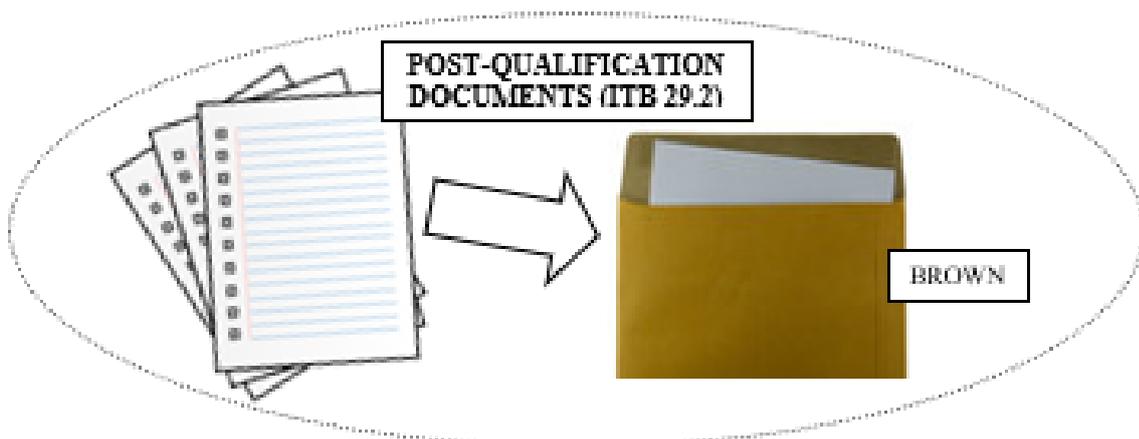
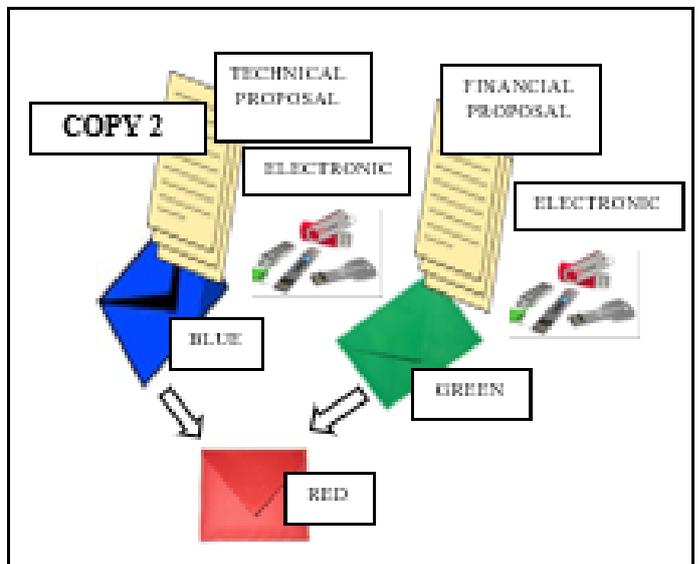
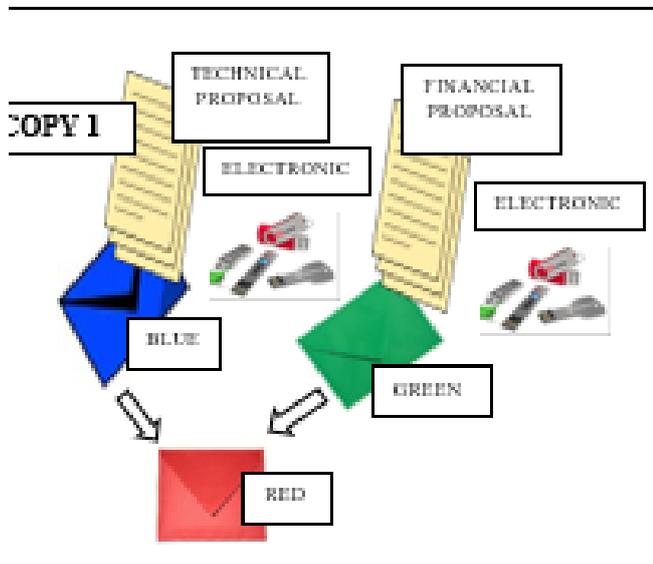
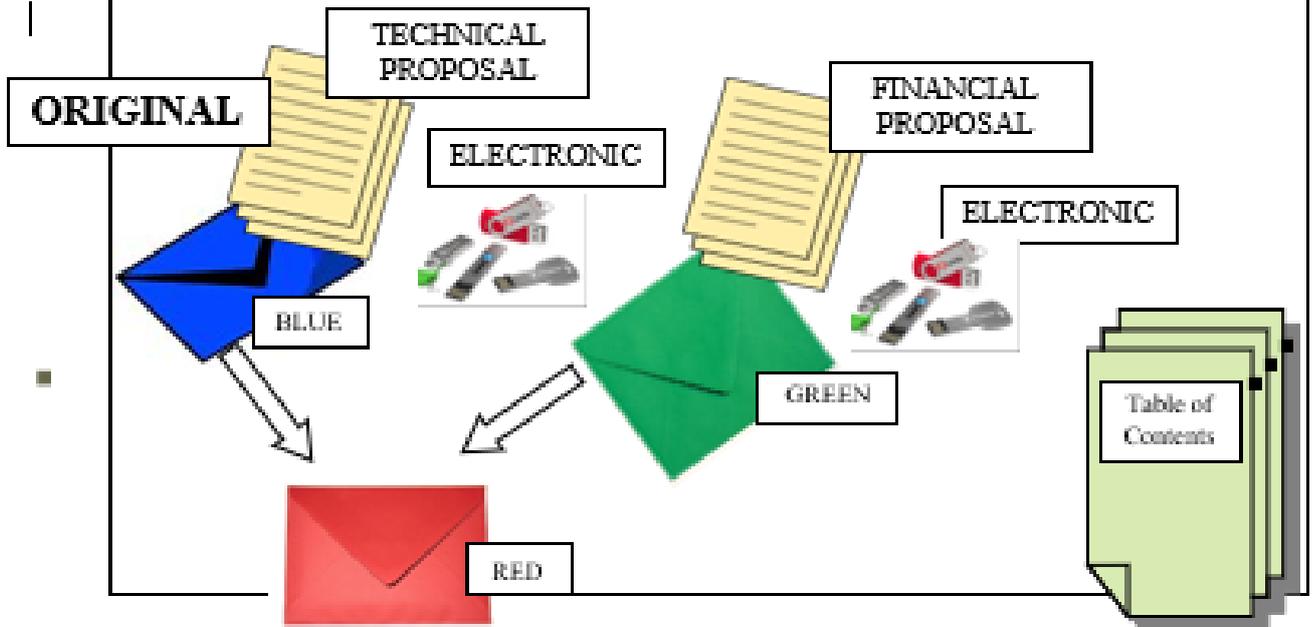
Authorized by:

Name and Signature

Notes:

- 1. Prospective bidders who intend to participate are required to communicate with the BAC Secretariat through email at depedcentral.bacsecretariat@deped.gov.ph, their confirmation and indicate herein the authorized representative/s on or before the deadline indicated in the Invitation to Bid, Bidding Documents or Bid Bulletin.
2. During the videoconferencing, a maximum of two (2) representatives per bidder shall be allowed to participate.
3. Prospective bidders are required to download and secure accounts of their representative/s of the videoconferencing platform/application to be used.
4. Email accounts may be: Google, Yahoo or Outlook.
5. Representative/s are required to be present at least 20 mins. before the scheduled time.
6. Representatives are required to abide by the house rules/protocol presented during the Pre-bid Conference.
7. Upon receipt of this form which should not be later than 12:00 noon of October 27, 2020, the BAC Secretariat Division will send through email the link of the meeting.

SEALING AND MARKING OF BIDS



ORIGINAL / COPY NO. _____

[BIDDER'S COMPANY NAME]

[COMPANY'S OFFICE ADDRESS]

PUBLIC BIDDING: [PROJECT TITLE]

BIDDING FOR [no.] : [item description] (if applicable)

THE CHAIRPERSON

BIDS AND AWARDS COMMITTEE

DEPARTMENT OF EDUCATION CENTRAL
OFFICE

[VENUE OF BID OPENING]

DO NOT OPEN BEFORE [TIME AND DATE OF BID OPENING]

