

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement for the Printing of Grade 9 Learning Resources**

Government of the Republic of the Philippines



Bureau of Learning Resources – Learning Resources Production Division

November 2020

**2020-BLR2(016)-BIV-CB-017**

**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.

# **Table of Contents**

|  |           |
|--|-----------|
| <b>Glossary of Acronyms, Terms, and Abbreviations .....</b>                  | <b>3</b>  |
| <b>Section I. Invitation to Bid.....</b>                                     | <b>6</b>  |
| <b>Section II. Instructions to Bidders.....</b>                              | <b>11</b> |
| 1. Scope of Bid .....  | 12        |
| 2. Funding Information.....  | 12        |
| 3. Bidding Requirements .....  | 12        |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices                    | 12        |
| 5. Eligible Bidders.....   | 12        |
| 6. Origin of Goods .....   | 13        |
| 7. Subcontracts .....  | 14        |
| 8. Pre-Bid Conference .....  | 14        |
| 9. Clarification and Amendment of Bidding Documents .....                    | 14        |
| 10. Documents comprising the Bid: Eligibility and Technical Components ..... | 14        |
| 11. Documents comprising the Bid: Financial Component .....                  | 14        |
| 12. Bid Prices .....   | 15        |
| 13. Bid and Payment Currencies .....   | 15        |
| 14. Bid Security .....   | 16        |
| 15. Sealing and Marking of Bids .....  | 16        |
| 16. Deadline for Submission of Bids .....                                    | 16        |
| 17. Opening and Preliminary Examination of Bids .....                        | 16        |
| 18. Domestic Preference .....  | 17        |
| 19. Detailed Evaluation and Comparison of Bids .....                         | 17        |
| 20. Post-Qualification .....   | 17        |
| 21. Signing of the Contract .....  | 17        |
| <b>Section III. Bid Data Sheet .....</b>                                     | <b>18</b> |
| <b>Section IV. General Conditions of Contract .....</b>                      | <b>26</b> |
| 1. Scope of Contract .....   | 27        |
| 2. Advance Payment and Terms of Payment .....                                | 27        |
| 3. Performance Security .....  | 27        |
| 4. Inspection and Tests .....  | 27        |
| 5. Warranty .....  | 28        |
| 6. Liability of the Supplier .....   | 28        |
| <b>Section V. Special Conditions of Contract .....</b>                       | <b>29</b> |
| <b>Section VI. Schedule of Requirements .....</b>                            | <b>38</b> |
| <b>Section VII. Technical Specifications .....</b>                           | <b>41</b> |
| <b>Section VIII. Checklist of Technical and Financial Documents .....</b>    | <b>44</b> |

# **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.



Republic of the Philippines  
Department of Education

**PROCUREMENT MANAGEMENT SERVICE**

OD ☎ 8633.7232 PPMD ☎ 8636.6543 CMD ☎ 8635.3762

Rm. M-511, 5th Floor, Mabini Bldg., DepEd Central Office Complex, Meralco Avenue, Pasig City, Philippines

☎ 636.6542 / 633.9343 / email: depedcentral.bacsecretariat@deped.gov.ph



**PROJECT NO.: 2020-BLR2(016)-BIV-CB-017**

**INVITATION TO BID**

FOR THE

**Procurement for the Printing of Grade 9 Learning Resources**

1. The **Department of Education (DepEd)**, through the *Government of the Philippines (GOP) under FY 2020 General Appropriations Act (GAA)*, intends to apply the sum of **Philippine Pesos Three Hundred Twenty-Eight Million, Eight Hundred Eight Thousand, Seven Hundred Forty-Eight and 69/100 (Php328,808,748.69)**, being the ABC to payments under the contract for **Procurement for the Printing of Grade 9 Learning Resources**, as follows:

| <b>Lot No.</b> | <b>Description</b> |                | <b>Quantity</b> | <b>Approved Budget for the Contract (ABC) in Php</b> |
|----------------|--------------------|----------------|-----------------|--|
| <b>1</b>       | Zone 1             | Grade 9 ESP TX | 368,576         | <b>28,818,499.27</b>                                 |
|                |                    | Grade 9 ESP TM | 8,537           |  |
| <b>2</b>       | Zone 2             | Grade 9 ESP TX | 632,079         | <b>49,204,146.01</b>                                 |
|                |                    | Grade 9 ESP TM | 14,897          |  |
| <b>3</b>       | Zone 3             | Grade 9 ESP TX | 391,781         | <b>30,616,422.84</b>                                 |
|                |                    | Grade 9 ESP TM | 8,964           |  |
| <b>4</b>       | Zone 4             | Grade 9 ESP TX | 428,564         | <b>33,503,413.83</b>                                 |
|                |                    | Grade 9 ESP TM | 9,852           |  |
| <b>5</b>       | Zone 1             | Grade 9 AP TX  | 368,576         | <b>37,846,630.80</b>                                 |
|                |                    | Grade 9 AP TM  | 8,537           |  |
| <b>6</b>       | Zone 2             | Grade 9 AP TX  | 637,079         | <b>64,612,239.56</b>                                 |
|                |                    | Grade 9 AP TM  | 14,897          |  |
| <b>7</b>       | Zone 3             | Grade 9 AP TX  | 391,781         | <b>40,209,734.83</b>                                 |
|                |                    | Grade 9 AP TM  | 8,964           |  |
| <b>8</b>       | Zone 4             | Grade 9 AP TX  | 428,564         | <b>43,997,661.56</b>                                 |
|                |                    | Grade 9 AP TM  | 9,852           |  |
| <b>Total</b>   |                    |                |                 | <b>328,808,748.69</b>                                |

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.

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](mailto: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     | 4,500.00                       |
| 2     | 7,500.00                       |
| 3     | 4,500.00                       |
| 4     | 5,000.00                       |
| 5     | 5,500.00                       |
| 6     | 10,000.00                      |
| 7     | 6,000.00                       |
| 8     | 7,000.00                       |
| 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 **November 19, 2020, 9:00 A.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](mailto:depedcentral.bacsecretariat@deped.gov.ph) their confirmation and accomplish the Online Pre-bid Conference Form provided (**Annex B**) on or before **November 18, 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 December 2, 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 **December 2, 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>

November 12, 2020

(Sgd.)

**ALBERTO T. ESCOBARTE**

**Assistant Secretary and Vice-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 of Grade 9 Learning Resources**, with identification number **2020-BLR2(016)-BIV-CB-017**.

The Procurement Project (referred to herein as “Project”) is composed of **Eight (8) 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 General Appropriations Act** in the amount of **Philippine Pesos Three Hundred Twenty-Eight Million, Eight Hundred Eight Thousand, Seven Hundred Forty-Eight and 69/100 (Php328,808,748.69)**.

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        | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>Manufacturing of printed and bound materials</b></li> <li>b. completed within a period of <b>ten (10) years</b> immediately preceding the deadline for the submission and receipt of bids.</li> </ul>  |
| 9          | <p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity's address is:</p> <p><b>The Chairperson</b><br/>         Bids and Awards Committee (BAC) IV<br/>         c/o Procurement Management Service-BAC Secretariat Division<br/>         Rm. M-511, 5th Floor, Mabini Bldg.<br/>         DepEd Central Office Complex Meralco Avenue, Pasig City<br/>         Telephone Nos. 8636-6542 or 8633-9343<br/>         Email address:<br/> <a href="mailto:depedcentral.bacsecretariat@deped.gov.ph">depedcentral.bacsecretariat@deped.gov.ph</a></p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p>   |
| 10.3       | <p>In case of foreign bidders, if the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, they must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.</p> <p>However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.</p> <p>A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State.</p> <p>A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting</p> |

|      | <p>Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under “Competent Authorities”.</p> <p>The English translation shall govern, for purposes of interpretation of the bid.</p>  |  |  |  |   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
|------|--|--|--|--|---|--|--|--|--|---|---|---------------|------------|------------|--------------|---|---|---------------|------------|------------|--------------|---|---|---------------|------------|------------|--------------|---|---|---------------|------------|------------|--------------|---|---|---------------|------------|------------|--------------|--|---|---------------|--------------|--------------|--------------|--|---|---------------|------------|------------|--------------|--|---|---------------|------------|------------|--------------|--|
| 12   | The price of the Goods shall be quoted DDP <b><u>delivered at Supplier's Warehouse in NCR, Region 3 or Region 4-A</u></b> or the applicable International Commercial Terms (INCOTERMS) for this Project.   |  |  |  |   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
| 13.1 | The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.   |  |  |  |   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
| 13.2 | Payment shall be made in Philippine Pesos.   |  |  |  |   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1"> <thead> <tr> <th rowspan="2">Lots</th> <th rowspan="2">ABC<br/>(in PhP)</th> <th colspan="3">Forms of Bid Security (In PhP)</th> </tr> <tr> <th>Cashier's / manager's check issued by a Universal or Commercial Bank (2% of ABC)</th> <th>Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (2% of ABC)</th> <th>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (5% of ABC)</th> <th>Bid Securing Declaration (no percentage required)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>28,818,499.27</td> <td>576,369.99</td> <td>576,369.99</td> <td>1,440,924.96</td> <td>-</td> </tr> <tr> <td>2</td> <td>49,204,146.01</td> <td>984,082.92</td> <td>984,082.92</td> <td>2,460,207.30</td> <td>-</td> </tr> <tr> <td>3</td> <td>30,616,422.84</td> <td>612,328.46</td> <td>612,328.46</td> <td>1,530,821.14</td> <td>-</td> </tr> <tr> <td>4</td> <td>33,503,413.83</td> <td>670,068.28</td> <td>670,068.28</td> <td>1,675,170.69</td> <td>-</td> </tr> <tr> <td>5</td> <td>37,846,630.80</td> <td>756,932.62</td> <td>756,932.62</td> <td>1,892,331.54</td> <td></td> </tr> <tr> <td>6</td> <td>64,612,239.56</td> <td>1,292,244.79</td> <td>1,292,244.79</td> <td>3,230,611.98</td> <td></td> </tr> <tr> <td>7</td> <td>40,209,734.83</td> <td>804,194.70</td> <td>804,194.70</td> <td>2,010,486.74</td> <td></td> </tr> <tr> <td>8</td> <td>43,997,661.56</td> <td>879,953.23</td> <td>879,953.23</td> <td>2,199,883.08</td> <td></td> </tr> </tbody> </table> <ol style="list-style-type: none"> <li>1. Original Bid Security shall be submitted inside the “Technical Component Envelope, otherwise, the bid shall be rejected or disqualified.</li> <li>2. Bid Security in the form of Cash should be deposited by the Bidder to the DepEd Cashier prior to bid submission; and</li> </ol> | Lots   | ABC<br>(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 | 28,818,499.27 | 576,369.99 | 576,369.99 | 1,440,924.96 | - | 2 | 49,204,146.01 | 984,082.92 | 984,082.92 | 2,460,207.30 | - | 3 | 30,616,422.84 | 612,328.46 | 612,328.46 | 1,530,821.14 | - | 4 | 33,503,413.83 | 670,068.28 | 670,068.28 | 1,675,170.69 | - | 5 | 37,846,630.80 | 756,932.62 | 756,932.62 | 1,892,331.54 |  | 6 | 64,612,239.56 | 1,292,244.79 | 1,292,244.79 | 3,230,611.98 |  | 7 | 40,209,734.83 | 804,194.70 | 804,194.70 | 2,010,486.74 |  | 8 | 43,997,661.56 | 879,953.23 | 879,953.23 | 2,199,883.08 |  |
| Lots | ABC<br>(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    | 28,818,499.27  | 576,369.99   | 576,369.99   | 1,440,924.96   | -   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
| 2    | 49,204,146.01  | 984,082.92   | 984,082.92   | 2,460,207.30   | -   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
| 3    | 30,616,422.84  | 612,328.46   | 612,328.46   | 1,530,821.14   | -   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
| 4    | 33,503,413.83  | 670,068.28   | 670,068.28   | 1,675,170.69   | -   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
| 5    | 37,846,630.80  | 756,932.62   | 756,932.62   | 1,892,331.54   |   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
| 6    | 64,612,239.56  | 1,292,244.79   | 1,292,244.79   | 3,230,611.98   |   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
| 7    | 40,209,734.83  | 804,194.70   | 804,194.70   | 2,010,486.74   |   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |
| 8    | 43,997,661.56  | 879,953.23   | 879,953.23   | 2,199,883.08   |   |  |  |  |  |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |   |   |               |            |            |              |  |   |               |              |              |              |  |   |               |            |            |              |  |   |               |            |            |              |  |

|      |   |
|------|---|
|      | <p>submit the original Official Receipt inside the Technical Component Envelope.</p> <ol style="list-style-type: none"> <li>3. Bid security in the form of cashier's/manager's check should be made payable to "<b>DECS OSEC Trust</b>"</li> <li>4. The Bid Securing Declaration must be original and should follow the standard form and the required fields of information should be properly filled out, otherwise, it shall be a ground for disqualification of the bids.</li> <li>5. Bid security in the amount exceeding the required amount of the appropriate bid security stated above is not a ground for disqualification of the bidder's bid.</li> </ol>  |
| 14.2 | <p>The bid security shall be valid for <b>120 calendar days</b> reckoned from date of opening of bids. Bids with bid security valid for a shorter period shall be rejected outright as non-responsive.</p> <p>Bid securities shall be turned over to the DepEd Cash Division for custody.</p>   |
| 15   | <p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT." In addition, the Bidders shall submit a copy of each of the Technical Component and the Financial Component (hard and soft copy) of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids.</p> <p>In the event of any discrepancy between the original and the copy, the original shall prevail. Original copies of the Class "A" Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor's Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).</p> <p>To facilitate the receipt and classification of bid envelopes, outer envelopes shall be color <b>RED</b>, inner envelope containing Technical Proposal shall be color <b>Blue</b> and inner envelope containing Financial Proposal shall be color <b>Green</b>.</p> <p>The following documents which are to be submitted as part of the bids are advised to be produced in electronic forms recorded on three (3) <b><u>CD or Flash Drive</u></b> (both Word format and PDF (or read-only) format)</p> <ol style="list-style-type: none"> <li>1. Statement of Compliance with Technical Specifications</li> <li>2. Filled out Price Schedule</li> <li>3. Filled out Net Financial Contracting Capacity (NFCC)</li> </ol> <p>In case of discrepancy in the substance and content between the printed copies and the <b>CD or Flash Drive</b>, the printed copies shall prevail. Non-submission of electronic copies will not be a ground for disqualification,</p> |

|      |  |
|------|--|
|      | <p>but the bidder/s are required to submit the same during the post-qualification.</p> <p>Post qualification documents maybe submitted during the bidding but this does not disqualify bidders who will not submit post qualification documents during bid submission.</p> <p>Note: Each Bidder shall submit three (3) paper copies of its bid.</p> <p>Unsealed or unmarked bid envelopes, or in case of bid electronic submission, Bidding Documents not in compressed archive folders and are not password-protected, shall be rejected. However, bid envelopes that are not properly sealed and marked or not properly compressed and password-protected as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or improperly compressed or password-protected folder, or for its premature opening.</p> <p>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.</p> |
| 16.1 | <p>The address for submission of bids is <b><i>Bulwagan ng Karunungan, Ground Floor, Rizal Bldg., DepEd Complex, Meralco Avenue, Pasig City.</i></b></p> <p>The deadline for submission of bids is <b><i>December 2, 2020, 09:00 A.M.</i></b></p>  |
| 17.1 | <p>The place of bid opening is Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City.</p> <p>The date and time of bid opening is <b><u>December 2, 2020, 09:00 A.M.</u></b></p> <p>Pursuant to GPPB Resolution 09-2020, for electronic bid submission, the passwords for accessing the Bidding Documents will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.</p> <p>“In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening of bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of DepEd”.</p> <p>As per GPPB Resolution No. 16-2020 dated 16 September 2020, receipt of scanned copies of the first bid envelope with the required forms prescribed in the revised IRR of RA 9184, for online or electronic bid submission shall be considered as compliant with the requirements of</p>   |

|                | <p>bid submission, subject to the submission of the original copies of the following: (i) Bid Security or Bid Securing Declaration, as the case may be; and (ii) Omnibus Sworn Statement by the bidder and duly received by the BAC concerned during the post-qualification stage. However, the non-submission of these forms shall be a ground for post-disqualification,</p> <p>Non-submission of the above-mentioned forms on the set period shall render the bid submission as non-compliant and shall result in the post-disqualification of the bid.</p> <p>As per GPPB Resolution No. 16-2020 dated 16 September 2020, receipt of the scanned copies of the second bid envelope with the required forms such as the duly-signed bid form, price schedules, or other forms in the revised IRR of RA 9184, for electronic or online bid submission, shall be considered as compliant with the requirements of the said bid submission.</p>  |                 |  |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
|----------------|--|-----------------|--|----------------------|--|----------|--------|----------------|---------|----------------|-------|----------------------|----------|--------|----------------|---------|----------------|--------|----------------------|----------|--------|----------------|---------|----------------|-------|----------------------|----------|--------|----------------|---------|----------------|-------|----------------------|----------|--------|---------------|---------|---------------|-------|----------------------|----------|--------|---------------|---------|---------------|--------|----------------------|----------|--------|---------------|---------|---------------|-------|----------------------|----------|--------|---------------|---------|---------------|-------|----------------------|--------------|--|--|-----------------------|
| 19.3           | <table border="1"> <thead> <tr> <th><b>Lot No.</b></th><th><b>Description</b></th><th><b>Quantity</b></th><th><b>Approved Budget for the Contract (ABC) in Php</b></th></tr> </thead> <tbody> <tr> <td rowspan="2"><b>1</b></td><td rowspan="2">Zone 1</td><td>Grade 9 ESP TX</td><td>368,576</td></tr> <tr><td>Grade 9 ESP TM</td><td>8,537</td><td rowspan="2"><b>28,818,499.27</b></td></tr> <tr> <td rowspan="2"><b>2</b></td><td rowspan="2">Zone 2</td><td>Grade 9 ESP TX</td><td>632,079</td></tr> <tr><td>Grade 9 ESP TM</td><td>14,897</td><td rowspan="2"><b>49,204,146.01</b></td></tr> <tr> <td rowspan="2"><b>3</b></td><td rowspan="2">Zone 3</td><td>Grade 9 ESP TX</td><td>391,781</td></tr> <tr><td>Grade 9 ESP TM</td><td>8,964</td><td rowspan="2"><b>30,616,422.84</b></td></tr> <tr> <td rowspan="2"><b>4</b></td><td rowspan="2">Zone 4</td><td>Grade 9 ESP TX</td><td>428,564</td></tr> <tr><td>Grade 9 ESP TM</td><td>9,852</td><td rowspan="2"><b>33,503,413.83</b></td></tr> <tr> <td rowspan="2"><b>5</b></td><td rowspan="2">Zone 1</td><td>Grade 9 AP TX</td><td>368,576</td></tr> <tr><td>Grade 9 AP TM</td><td>8,537</td><td rowspan="2"><b>37,846,630.80</b></td></tr> <tr> <td rowspan="2"><b>6</b></td><td rowspan="2">Zone 2</td><td>Grade 9 AP TX</td><td>637,079</td></tr> <tr><td>Grade 9 AP TM</td><td>14,897</td><td rowspan="2"><b>64,612,239.56</b></td></tr> <tr> <td rowspan="2"><b>7</b></td><td rowspan="2">Zone 3</td><td>Grade 9 AP TX</td><td>391,781</td></tr> <tr><td>Grade 9 AP TM</td><td>8,964</td><td rowspan="2"><b>40,209,734.83</b></td></tr> <tr> <td rowspan="2"><b>8</b></td><td rowspan="2">Zone 4</td><td>Grade 9 AP TX</td><td>428,564</td></tr> <tr><td>Grade 9 AP TM</td><td>9,852</td><td rowspan="2"><b>43,997,661.56</b></td></tr> <tr> <td colspan="3" style="text-align: right;"><b>Total</b></td><td><b>328,808,748.69</b></td></tr> </tbody> </table> | <b>Lot No.</b>  | <b>Description</b>                                   | <b>Quantity</b>      | <b>Approved Budget for the Contract (ABC) in Php</b> | <b>1</b> | Zone 1 | Grade 9 ESP TX | 368,576 | Grade 9 ESP TM | 8,537 | <b>28,818,499.27</b> | <b>2</b> | Zone 2 | Grade 9 ESP TX | 632,079 | Grade 9 ESP TM | 14,897 | <b>49,204,146.01</b> | <b>3</b> | Zone 3 | Grade 9 ESP TX | 391,781 | Grade 9 ESP TM | 8,964 | <b>30,616,422.84</b> | <b>4</b> | Zone 4 | Grade 9 ESP TX | 428,564 | Grade 9 ESP TM | 9,852 | <b>33,503,413.83</b> | <b>5</b> | Zone 1 | Grade 9 AP TX | 368,576 | Grade 9 AP TM | 8,537 | <b>37,846,630.80</b> | <b>6</b> | Zone 2 | Grade 9 AP TX | 637,079 | Grade 9 AP TM | 14,897 | <b>64,612,239.56</b> | <b>7</b> | Zone 3 | Grade 9 AP TX | 391,781 | Grade 9 AP TM | 8,964 | <b>40,209,734.83</b> | <b>8</b> | Zone 4 | Grade 9 AP TX | 428,564 | Grade 9 AP TM | 9,852 | <b>43,997,661.56</b> | <b>Total</b> |  |  | <b>328,808,748.69</b> |
| <b>Lot No.</b> | <b>Description</b>   | <b>Quantity</b> | <b>Approved Budget for the Contract (ABC) in Php</b> |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
| <b>1</b>       | Zone 1   | Grade 9 ESP TX  | 368,576  |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
|                |  | Grade 9 ESP TM  | 8,537  | <b>28,818,499.27</b> |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
| <b>2</b>       | Zone 2   | Grade 9 ESP TX  | 632,079  |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
|                |  | Grade 9 ESP TM  | 14,897   | <b>49,204,146.01</b> |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
| <b>3</b>       | Zone 3   | Grade 9 ESP TX  | 391,781  |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
|                |  | Grade 9 ESP TM  | 8,964  | <b>30,616,422.84</b> |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
| <b>4</b>       | Zone 4   | Grade 9 ESP TX  | 428,564  |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
|                |  | Grade 9 ESP TM  | 9,852  | <b>33,503,413.83</b> |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
| <b>5</b>       | Zone 1   | Grade 9 AP TX   | 368,576  |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
|                |  | Grade 9 AP TM   | 8,537  | <b>37,846,630.80</b> |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
| <b>6</b>       | Zone 2   | Grade 9 AP TX   | 637,079  |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
|                |  | Grade 9 AP TM   | 14,897   | <b>64,612,239.56</b> |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
| <b>7</b>       | Zone 3   | Grade 9 AP TX   | 391,781  |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
|                |  | Grade 9 AP TM   | 8,964  | <b>40,209,734.83</b> |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
| <b>8</b>       | Zone 4   | Grade 9 AP TX   | 428,564  |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
|                |  | Grade 9 AP TM   | 9,852  | <b>43,997,661.56</b> |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
| <b>Total</b>   |  |                 | <b>328,808,748.69</b>                                |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |
| 19.4           | The Project shall be awarded as <b>per lot</b> .   |                 |  |                      |  |          |        |                |         |                |       |                      |          |        |                |         |                |        |                      |          |        |                |         |                |       |                      |          |        |                |         |                |       |                      |          |        |               |         |               |       |                      |          |        |               |         |               |        |                      |          |        |               |         |               |       |                      |          |        |               |         |               |       |                      |              |  |  |                       |

| <p>20.2</p>  | <p>Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b. Certificate of PhilGEPS Registration (Platinum Membership), in case the bidder opted to submit their Class "A" documents during submission and opening of bids;</li> <li>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;</li> </ul> <p>Paper requirement is as follows:</p> <p><b>Cover Page:</b><br/>Foldcote Cal. #12, Solid White; <b>Basis weight: 230 gsm -5% tolerance;</b></p> <p><b>Inside Pages:</b><br/>Uncoated Paper (White); <b>Basis weight: 70 gsm -5% tolerance; Brightness: 80% -3% tolerance; Opacity: 90% -5% tolerance</b></p> <ul style="list-style-type: none"> <li>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;</li> <li>e. List of equipment/machine to be used:</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>Type of Equipment</b></th></tr> </thead> <tbody> <tr> <td><b>Pre-Press</b></td></tr> <tr> <td>Desktop Computer</td></tr> <tr> <td>Printer</td></tr> <tr> <td>Proofer Machine</td></tr> <tr> <td>Plate Setter / Image Setter &amp; Processor and/ or CtP (Computer to Plate)</td></tr> <tr> <td><b>Press</b></td></tr> <tr> <td>Web Machines (min. of 2 units) with 22 ¾" page cut off and/or Sheetfed Machine (min. of 4 units)</td></tr> <tr> <td><b>Post-Press</b></td></tr> <tr> <td>Perfect Binding Machine</td></tr> <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> </tbody> </table> | <b>Type of Equipment</b> | <b>Pre-Press</b> | Desktop Computer | Printer | Proofer Machine | Plate Setter / Image Setter & Processor and/ or CtP (Computer to Plate) | <b>Press</b> | Web Machines (min. of 2 units) with 22 ¾" page cut off and/or Sheetfed Machine (min. of 4 units) | <b>Post-Press</b> | Perfect Binding Machine | UV Laminating Machine | Three (3) Knife Cutter | Single Knife Cutter | Shrink Pack / Plastic Sealer | Strapping Machine | Folding Machine (if press equipment is Sheetfed Machine) |
|--|--|--------------------------|------------------|------------------|---------|-----------------|---|--------------|--|-------------------|-------------------------|-----------------------|------------------------|---------------------|------------------------------|-------------------|--|
| <b>Type of Equipment</b>   |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| <b>Pre-Press</b>   |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Desktop Computer   |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Printer  |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Proofer Machine  |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Plate Setter / Image Setter & Processor and/ or CtP (Computer to Plate)                          |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| <b>Press</b>   |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Web Machines (min. of 2 units) with 22 ¾" page cut off and/or Sheetfed Machine (min. of 4 units) |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| <b>Post-Press</b>  |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Perfect Binding Machine  |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| UV Laminating Machine  |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Three (3) Knife Cutter   |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Single Knife Cutter  |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Shrink Pack / Plastic Sealer   |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Strapping Machine  |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |
| Folding Machine (if press equipment is Sheetfed Machine)   |  |                          |                  |                  |         |                 |   |              |  |                   |                         |                       |                        |                     |                              |                   |  |

|      |  |
|------|--|
|      | <p>; and</p> <p>f. Other appropriate licenses and permits required by law and stated in this <b>BDS</b>.</p> <p>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> <ul style="list-style-type: none"> <li>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.</li> <li>b. Original copy of the submitted eligibility, technical and financial documents during bid opening.</li> </ul> <p>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>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>The envelope shall be placed in a brown envelope and marked:</p> <p>ITB 29.2 Documents<br/> Name of Project: _____<br/> Bid Opening Date: _____<br/> Name of Bidder: _____</p> <p>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> |
| 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><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i> “The delivery terms applicable to the Contract are DDP (Ex-Supplier’s Warehouse), in accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines:</i> “The delivery terms applicable to this Contract are as indicated in the succeeding portions.</p> <p>Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at the Supplier’s warehouse.”</p> <p>The goods/items shall be picked-up/hailed by the third-party logistics provider designated by the DepEd.</p> <p><b>Incidental Services –</b></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> <ul style="list-style-type: none"> <li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. The Supplier shall distribute the properly accomplished delivery documents to the concerned offices and individual such as: DepEd Central Offices [accounting/COA – complete set original; AMD – complete set; BLR – complete set] Supplier – complete set and Individual: Third party monitor – IAR only.</li> </ul> <p>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.</p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation</p> |

during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

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

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

**Insurance –**

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

**Transportation –**

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

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry

|     |  |
|-----|--|
|     | <p>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>The Supplier shall, upon notice by DepEd, ensure that items/goods are made available for inspection at its warehouse, which should be located in <b>NCR, Region 3 or Region 4-A</b>.</p> <p>After inspection and acceptance at its warehouse, the Supplier shall be entitled to payment as soon as the items have been accepted by DepEd and the third-party logistics provider designated by DepEd have picked-up/hailed the items/goods from the warehouse. Provided, however, that prior to pick-up/hauling, the Supplier shall ensure that the goods/items are sealed, ready and fit for transport.</p> <p><b>Intellectual Property Rights –</b></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><b>Schedule of Payment:</b></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 picked-up/hailed based on the schedule of hauling and other relevant terms and conditions of the contract; and (ii) Inspection and Acceptance Reports, duly accomplished and signed by DepEd officials.</p> <p>(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting, the end-user unit and the Contract Management Division of the Procurement Management Service, Central Office.</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>All progress payments shall first be charged against the advance payment until the latter has been fully exhausted</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 Supplier's warehouse and upon submission of documents under this contract shall be as follows:</p> <p>For the <b>initial progress payment</b>, a minimum of 25% of the Contract Price per lot shall be paid to the Supplier upon pick-up/hauling by the third-party logistics provider of a minimum of 25% of the requirement per lot and acceptance by DepEd.</p> <p><b>Final payment</b> shall constitute release of the retention money in case of expiry of the warranty period, or any amount left, after it has been called for use under the warranty provision.</p> |
| 3 | The Supplier shall be responsible for the extension of its performance security and/or undertakes to renew its performance security whenever necessary, and without need of prior notice or instruction from the Procuring Entity, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.   |
| 4 | <p><b>Inspection-</b></p> <p>Random inspection at suppliers' printing presses/warehouses.</p>  |
| 5 | <p><b>Warranty-</b></p> <p>Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to: (a) at least 1% of every progress payment; (b) a special bank guarantee equivalent to at least 1% of the Contract Price; or (c) such amount representing compliance or delivery, as may be applicable, as required in Section 62 of RA 9184 and its IRR.</p>  |

# **Annex to Special Conditions of Contract**

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

## **Pre-Production**

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

## **Production and Inspection Activities**

1. In case printing, binding, revising, packing and pre-shipment inspections will not be conducted at Supplier's plant located abroad, the inspection shall be conducted by the DepEd's Inspectorate Team at Supplier's warehouse(s) located in the Philippines, which is located in NCR, Region 3 or Region 4-A. The inspections shall be conducted before pick-up/hauling of the Goods at the Supplier's warehouse. The Supplier shall send request for inspection stating the goods to be inspected and the quantity to PIU and/or Contract Management Division (CMD). The Supplier shall ensure that the goods for inspection are available at its warehouse, which is located in NCR, Region 3 or Region 4-A.
2. DepEd, through the DepEd's Inspectorate Team, shall conduct random inspections of the Goods during printing/manufacturing, binding, revising, and packing stages. An inspection report that records observed printing/manufacturing, binding, revising, and packing defects that need to be corrected, and tracks if corrections previously required were undertaken by Supplier, shall be signed by both the DepEd's Inspectorate Team and Supplier's production/manufacture supervisor or authorized representative. Likewise, the DepEd's Inspectorate Team shall conduct substantial pre-delivery inspection at the Supplier's warehouse.

3. At any stage of the actual production/manufacturing (printing, binding, revising, and packing), DepEd shall have the option to subject the materials, covers, and signatures produced and packed using body stocks, cover stocks, and corrugated boxes for testing at Forest Products Research and Development Institute (FPRDI). All materials, covers, and signatures produced and packed using body stocks, cover stocks, and corrugated boxes which failed the FPRDI test based on DepEd's specifications shall be rejected. Likewise, other materials used which do not comply with required specifications shall be rejected by DepEd.
4. The DepEd's Inspectorate Team members are authorized to mark or write the word "rejected" or "X" and affix their signatures on all defective materials, pages, covers, signatures, or the whole Goods by the use of an indelible ink or pen, discovered defective during printing/manufacturing, binding, revising, packing, and pre-delivery inspections without any cost or liability to be charged to the account of DepEd. Defective Goods that have been rejected shall be shredded, cut, or confiscated by the DepEd's Inspectorate Team.
5. A month prior to the start of pick-up/hauling, DepEd-BLR shall provide the Supplier with all copies of pre-numbered Inspection and Acceptance Reports (IARs) for use during the pick-up/hauling of the Goods at the Supplier's Warehouse.

### **Supplier's Undertakings**

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

5. The Supplier shall coordinate with DepEd Asset Management Division in coordination with the designated logistics team under the CMD for the turn-over of Inspection and Acceptance Report (IAR) and Property Transfer Report (PTR);

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

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

#### **DepEd's Undertakings**

1. DepEd, through the DepEd's Inspectorate Team, shall conduct pre-delivery inspections at the Supplier's warehouse located in NCR, Region 3 or Region 4-A.

2. Third-party logistics provider shall provide adequate storage space for the Goods intended for CO units or bureaus and shall plan for distribution.
3. DepEd, through the DepEd-BLR, shall provide the third-party logistics provider copies of the delivery schedule and allocation list. The DepEd-BLR shall likewise advise the DOs to facilitate dissemination of the delivery schedule and allocation list to the Recipients, mobilize the monitoring and inspection of Goods delivered, and validate deliveries and acceptance thereof made by the ARPs.
4. DepEd-BLR shall monitor, inspect, and validate at random delivery of the Goods, and promptly report discrepancies to the Supplier, DO, and Recipients.
5. Upon receipt of a Notice of Rejection and under pick-up/hauling. DepEd, through the DepEd-BLR, shall require the Supplier to complete the under picked-up/hailed and replace defective items/goods within fifteen (15) days.
6. DepEd-BLR shall facilitate and follow-up issuance of Certificates of Acceptance (CA) by the DepEd AMD/DepEd Division Supply Office or School Heads or Designated Property Coordinators confirming picked-up/hailed Goods and shall use the CA to appraise contract compliance, processing, and release of retention to Supplier.
7. 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**

| <b>Lot No.</b> | <b>Description</b> |                | <b>Quantity</b> | <b>Contract Duration</b> |
|----------------|--------------------|----------------|-----------------|--------------------------|
| <b>1</b>       | Zone 1             | Grade 9 ESP TX | 368,576         | <b>120 calendar days</b> |
|                |                    | Grade 9 ESP TM | 8,537           |                          |
| <b>2</b>       | Zone 2             | Grade 9 ESP TX | 632,079         | <b>120 calendar days</b> |
|                |                    | Grade 9 ESP TM | 14,897          |                          |
| <b>3</b>       | Zone 3             | Grade 9 ESP TX | 391,781         | <b>120 calendar days</b> |
|                |                    | Grade 9 ESP TM | 8,964           |                          |
| <b>4</b>       | Zone 4             | Grade 9 ESP TX | 428,564         | <b>120 calendar days</b> |
|                |                    | Grade 9 ESP TM | 9,852           |                          |
| <b>5</b>       | Zone 1             | Grade 9 AP TX  | 368,576         | <b>120 calendar days</b> |
|                |                    | Grade 9 AP TM  | 8,537           |                          |
| <b>6</b>       | Zone 2             | Grade 9 AP TX  | 637,079         | <b>120 calendar days</b> |
|                |                    | Grade 9 AP TM  | 14,897          |                          |
| <b>7</b>       | Zone 3             | Grade 9 AP TX  | 391,781         | <b>120 calendar days</b> |
|                |                    | Grade 9 AP TM  | 8,964           |                          |
| <b>8</b>       | Zone 4             | Grade 9 AP TX  | 428,564         | <b>120 calendar days</b> |
|                |                    | Grade 9 AP TM  | 9,852           |                          |

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

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

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

#### **C. Supplier's Warehouse**

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

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

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

#### **Statement of Compliance**

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

---

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         | No. of pages excluding cover | Book Size      | Paper Requirement  |  | Colors                             |              | Binding         | Statement of Compliance and Cross-Reference | Bidder's Actual Offer |
|----------|---|------------------|------------------------------|----------------|--|--|------------------------------------|--------------|-----------------|---|-----------------------|
|          |   |                  |                              |                | Cover  | Inside Pages   | Cover                              | Inside Pages |                 |   |                       |
|          | <b>Grade 9 Edukasyon sa Pagkakatao Textbooks and Teacher's Manual</b> | <b>1,863,250</b> |                              |                |  |  |                                    |              |                 |   |                       |
|          | <b>Zone 1</b>   |                  |                              |                |  |  |                                    |              |                 |   |                       |
| <b>1</b> | Grade 9 ESP TX  | 368,576          | 288                          | 8.25" x 10.75" | Foldcote<br>Cal. # 12,<br>Solid White;<br><b>Basis weight:</b> not<br>less than<br>230 gsm<br>-5% tolerance;<br><br><b>Brightness:</b><br>80% -3%<br>tolerance;<br><br><b>Opacity:</b> 90%<br>-5% tolerance; | Uncoated<br>Paper (White)<br><b>Basis weight:</b><br>70gsm<br>-5% tolerance,<br><br><b>Brightness:</b><br>80% -3%<br>tolerance;<br><br><b>Opacity:</b> 90%<br>-5% tolerance; | 4 / 1<br>colors<br>with UV<br>Coat | 1 color      | Perfect<br>Bind |   |                       |
|          | Grade 9 ESP TM  | 8,537            | 240                          |                |  |  |                                    |              |                 |   |                       |
|          | <b>Sub-Total</b>  | <b>377,113</b>   |                              |                |  |  |                                    |              |                 |   |                       |
|          | <b>Zone 2</b>   |                  |                              |                |  |  |                                    |              |                 |   |                       |
| <b>2</b> | Grade 9 ESP TX  | 632,079          | 288                          |                |  |  |                                    |              |                 |   |                       |
|          | Grade 9 ESP TM  | 14,897           | 240                          |                |  |  |                                    |              |                 |   |                       |
|          | <b>Sub-Total</b>  | <b>646,976</b>   |                              |                |  |  |                                    |              |                 |   |                       |
|          | <b>Zone 3</b>   |                  |                              |                |  |  |                                    |              |                 |   |                       |
| <b>3</b> | Grade 9 ESP TX  | 391,781          | 288                          |                |  |  |                                    |              |                 |   |                       |
|          | Grade 9 ESP TM  | 8,964            | 240                          |                |  |  |                                    |              |                 |   |                       |
|          | <b>Sub-Total</b>  | <b>400,745</b>   |                              |                |  |  |                                    |              |                 |   |                       |
|          | <b>Zone 4</b>   |                  |                              |                |  |  |                                    |              |                 |   |                       |
| <b>4</b> | Grade 9 ESP TX  | 428,564          | 288                          |                |  |  |                                    |              |                 |   |                       |
|          | Grade 9 ESP TM  | 9,852            | 240                          |                |  |  |                                    |              |                 |   |                       |
|          | <b>Sub-Total</b>  | <b>438,416</b>   |                              |                |  |  |                                    |              |                 |   |                       |

| Lot No.  | Description  | Quantity         | No. of pages excluding cover | Book Size | Paper Requirement |              | Colors |              | Binding | Statement of Compliance and Cross-Reference | Bidder's Actual Offer |
|----------|--|------------------|------------------------------|-----------|-------------------|--------------|--------|--------------|---------|---|-----------------------|
|          |  |                  |                              |           | Cover             | Inside Pages | Cover  | Inside Pages |         |   |                       |
|          | <b>Grade 9 Araling Panlipunan Textbooks and Teacher's Manual</b> | <b>1,863,250</b> |                              |           |                   |              |        |              |         |   |                       |
|          | <b>Zone 1</b>  |                  |                              |           |                   |              |        |              |         |   |                       |
| <b>5</b> | Grade 9 AP TX  | 368,576          | 392                          |           |                   |              |        |              |         |   |                       |
|          | Grade 9 AP TM  | 8,537            | 344                          |           |                   |              |        |              |         |   |                       |
|          | <b>Sub-Total</b>   | <b>377,113</b>   |                              |           |                   |              |        |              |         |   |                       |
|          | <b>Zone 2</b>  |                  |                              |           |                   |              |        |              |         |   |                       |
| <b>6</b> | Grade 9 AP TX  | 637,079          | 392                          |           |                   |              |        |              |         |   |                       |
|          | Grade 9 AP TM  | 14,897           | 344                          |           |                   |              |        |              |         |   |                       |
|          | <b>Sub-Total</b>   | <b>646,976</b>   |                              |           |                   |              |        |              |         |   |                       |
|          | <b>Zone 3</b>  |                  |                              |           |                   |              |        |              |         |   |                       |
| <b>7</b> | Grade 9 AP TX  | 391,781          | 392                          |           |                   |              |        |              |         |   |                       |
|          | Grade 9 AP TM  | 8,964            | 344                          |           |                   |              |        |              |         |   |                       |
|          | <b>Sub-Total</b>   | <b>400,745</b>   |                              |           |                   |              |        |              |         |   |                       |
|          | <b>Zone 4</b>  |                  |                              |           |                   |              |        |              |         |   |                       |
| <b>8</b> | Grade 9 AP TX  | 428,564          | 392                          |           |                   |              |        |              |         |   |                       |
|          | Grade 9 AP TM  | 9,852            | 344                          |           |                   |              |        |              |         |   |                       |
|          | <b>Sub-Total</b>   | <b>438,416</b>   |                              |           |                   |              |        |              |         |   |                       |

## **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

- **PROPOSE 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, LRs 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.

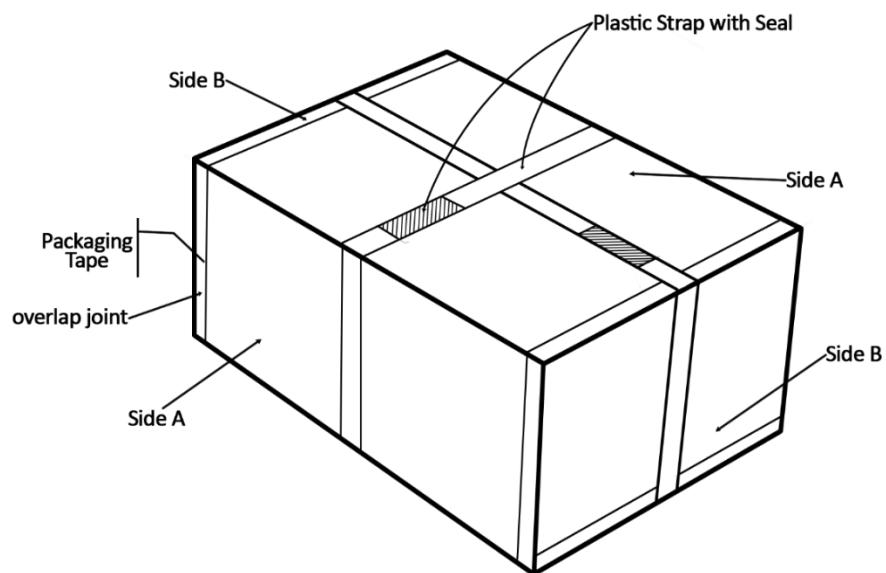
Each box shall be properly labeled to indicate the following:

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

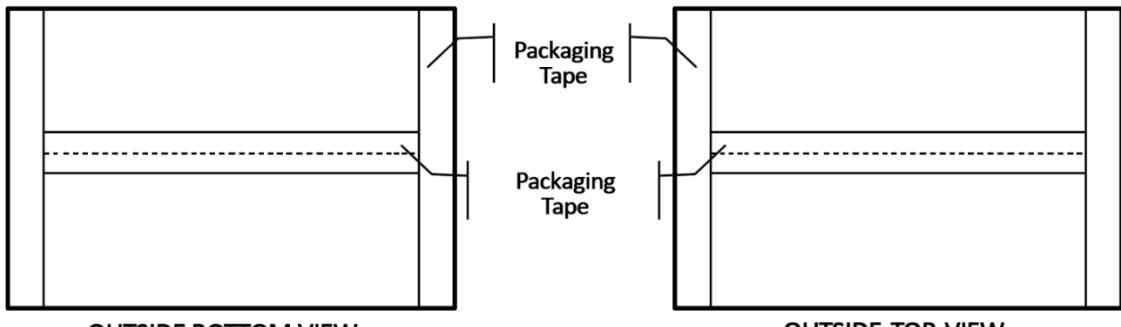
The maximum weight per box should not be more than 20 kilos.

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 of Grade 9 Learning  
Resources.**

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/<br>Project Cost | Owner's Name<br>a. Address<br>b. Telephone<br>Nos. | Nature of<br>Work | Bidder's Role |   | Date Awarded<br>a. Date<br>Started<br>b. Date of<br>Completion | % of<br>Accomplishment |        | Value of<br>Outstanding<br>Works /<br>Undelivered<br>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<br>b. Address<br>c. Telephone Nos. | Nature of Work | Bidder's Role |   | a. Amount at Award<br>b. Amount at Completion<br>c. Duration | a. Date Awarded<br>b. Contract Effectivity<br>c. Date Completed<br>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).

| <i>NAME OF PROJECT</i> | 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.<sup>1</sup>

| <b>Year 20</b> |  |  |
|----------------|--|--|
| 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.<sup>2</sup>

1st:

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

2nd:

| <b>Package/Lot/<br/>Item</b> | <b>Description</b> | <b>ABC</b> | <b>NFCC Formula</b>   | <b>NFCC</b> |
|------------------------------|--------------------|------------|---|-------------|
|                              |                    |            | $[(\text{current assets} - \text{current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects undergoing contracts, including awarded contracts yet to be started} + \text{ABC of 1st and 2nd Package/Lot/Item bid for}]$ |             |

3rd:

| <b>Package/Lot/<br/>Item</b> | <b>Description</b> | <b>ABC</b> | <b>NFCC Formula</b>  | <b>NFCC</b> |
|------------------------------|--------------------|------------|--|-------------|
|                              |                    |            | $[(\text{current assets} - \text{current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects undergoing contracts, including awarded contracts yet to be started} + \text{ABC of 1st, 2nd and 3rd Package/Lot/Item bid for}]$ |             |

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

<sup>1</sup>In 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.

<sup>2</sup>The 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 \_\_\_\_\_  
WITNESS \_\_\_\_\_

(Signature, Name and Address)

SIGNATURE OF THE BANK \_\_\_\_\_  
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 Amount and Purpose of  
agentCurrencyCommission 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<br>port of entry<br>(specify port)<br>or<br>CIP<br>named<br>place<br><br>(specify<br>border point<br>or place of<br>destination) | Total<br>CIF or<br>CIP<br>price<br>per<br>item<br><br>(col. 4 x<br>5) | Unit Price<br>Delivered<br>Duty<br>Unpaid<br>(DDU) | Unit<br>price<br>Delivere<br>d Duty<br>Paid<br>(DDP) | Total Price<br>delivered<br>DDP<br>(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:   |             | Price Schedule Form   |                          |          |                         |   |  |                                   |  |                                       |
|---|-------------|-----------------------|--------------------------|----------|-------------------------|---|--|-----------------------------------|--|---------------------------------------|
| 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: _____   |             |                       |                          |          |                         |   |  |                                   |  |                                       |
| <p>Notes:</p> <p>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.</p> <p>2. Total Bid Price (i.e. Total Lot Price) exceeding the ABC shall be a ground for the rejection of the bid.</p> |             |                       |                          |          |                         |   |  |                                   |  |                                       |
| <p>* 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 <b>PRICE SCHEDULE FORM SHALL PREVAIL</b>.</p>  |             |                       |                          |          |                         |   |  |                                   |  |                                       |

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]*




---

**PROJECT:** Procurement for the Printing of Grade 9 Learning Resources

**CONTRACT NO.:** 2020c-BLR2(004)-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 of Grade 9 Learning Resources;

**WHEREAS, DEPED** invited bids for certain goods and ancillary services stated in the above-mentioned project consisting of \_\_\_\_\_ (\_\_\_\_) 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, HUNDRED and THOUSAND, (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 picked-up/hailed within \_\_\_\_\_ (  ) **calendar days** upon 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 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. The procured goods or items contemplated under this Contract shall be inspected and/or tested by **DEPED** either prior to pick-up/hauling at the \_\_\_\_\_ warehouse/s, 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;
8. In case \_\_\_\_\_ encounters condition(s) impeding timely pick-up/hauling 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;
9. 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 picked-up/hauled based on the schedule of hauling and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports (IARs) duly accomplished and signed by authorized representative of the **DEPED**, that

the items have been picked-up/hailed 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 \_\_\_\_\_ warehouse/s and upon submission of documents required in accounting and auditing rules and regulations, in the followeing manner:

10.3.1. For the initial progress payment, a minimum of twenty-five percent (25%) of the Contract Price per lot shall be paid to \_\_\_\_\_ upon pick-up/hauling by the third-party logistics provider of a minimum of twenty-five percent (25%) of the requirement per lot and acceptance 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.

10. 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;

11. \_\_\_\_\_ 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, or pick-up/hauling, as the case may be, for every day of delay until such goods are finally delivered, picked-up/hailed and accepted by **DEPED**. **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;

12. 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**

DEPED

**GOVERNMENT ISSUED ID**

(Number, Issued On, Issued By)

*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)



**Republic of the Philippines  
Department of Education  
Procurement Management Service  
BAC Secretariat Division**

### 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(016)-BIV-CB-**

PROJECT: **Procurement for the Printing and Delivery of Grade 9 Learning Resources**

TOTAL ABC: **PhP328,808,748.69**

| Cost of Bidding Documents - | Lot 1 | PhP10,000.00 | Lot 1 | PhP10,000.00 | Total | PhP50,000.00 |
|-----------------------------|-------|--------------|-------|--------------|-------|--------------|
|                             | Lot 2 | PhP18,500.00 | Lot 2 | PhP18,500.00 |       |              |
|                             | Lot 3 | PhP10,500.00 | Lot 3 | PhP10,500.00 |       |              |
|                             | Lot 4 | PhP11,000.00 | Lot 4 | PhP11,000.00 |       |              |

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 3  Lot 5  Lot 7  
 Lot 2  Lot 4  Lot 6  Lot 8

Bid Docs: OR No: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_  
OR No: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

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

| <input checked="" type="checkbox"/> | Document(s)          | Received by  |           | Date Received |
|-------------------------------------|----------------------|--------------|-----------|---------------|
|                                     |                      | Printed Name | Signature |               |
| <input type="checkbox"/>            | Bidding Documents    |              |           |               |
| <input type="checkbox"/>            | Annex A, Lots 1 to 8 |              |           |               |
| <input type="checkbox"/>            | Annex B              |              |           |               |

Notes:

1. Interested Bidders may signify their intent to purchase the Bidding Documents through email at [depedcentral.bacssecretariat@deped.gov.ph](mailto:depedcentral.bacssecretariat@deped.gov.ph) by accomplishing this form.
2. Upon receipt of the bidder's information sheet, the BAC Secretariat Division will send through email the details of the DECS OSBC Trust Fund Account for payment.
3. 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.
4. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

Room M-511, 5<sup>th</sup> Floor, Makini Building, DepEd Complex, Meralco Avenue, Pasig City 1600  
Telephone No.: (02) 8633-9343; 8636-6542; Email Address:  
[depedcentral.bacssecretariat@deped.gov.ph](mailto:depedcentral.bacssecretariat@deped.gov.ph)

## Annex B (Online Pre-bid Conference Form)



Republic of the Philippines  
Department of Education  
Procurement Management Service  
BAC Secretariat Division

### ONLINE PRE-BID CONFERENCE FORM

Directions: Please fill out all information requested below. 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.: 2020e-BLR2(016)-BIV-CB-

PROJECT: Procurement for the Printing and Delivery of Grade 9 Learning Resources

TOTAL ABC: PhP328,808,748.70

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 \_\_\_\_\_

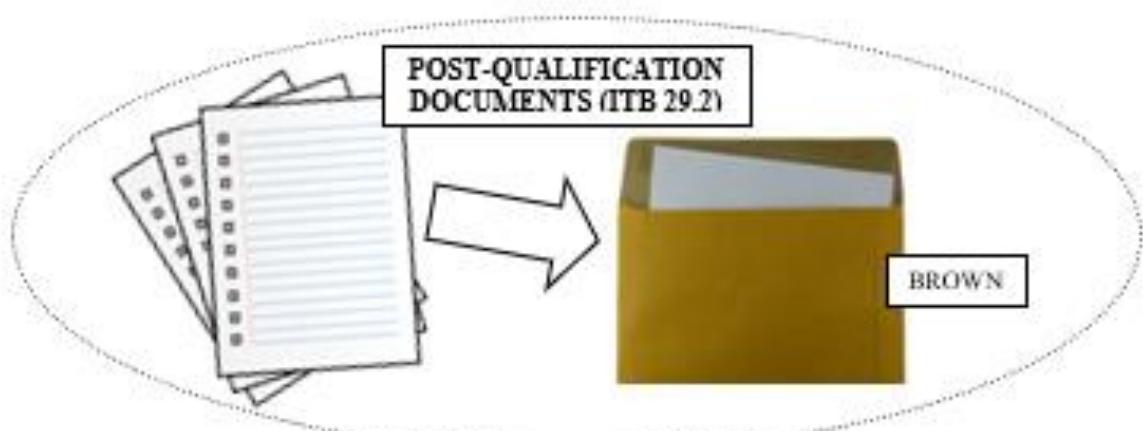
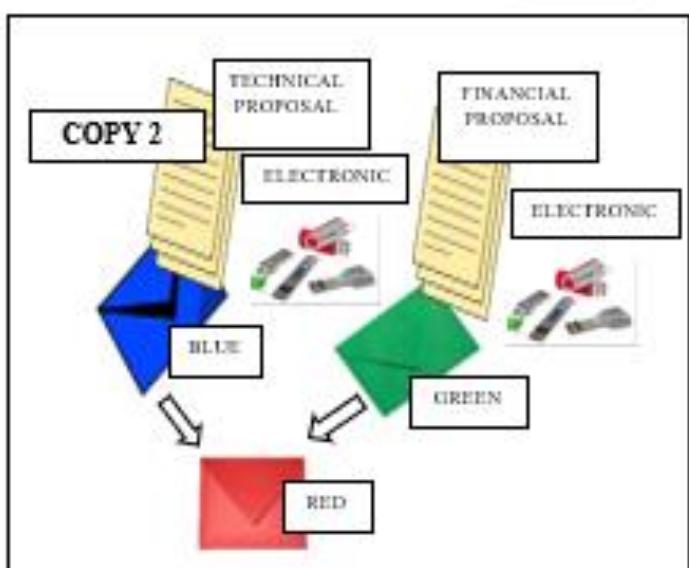
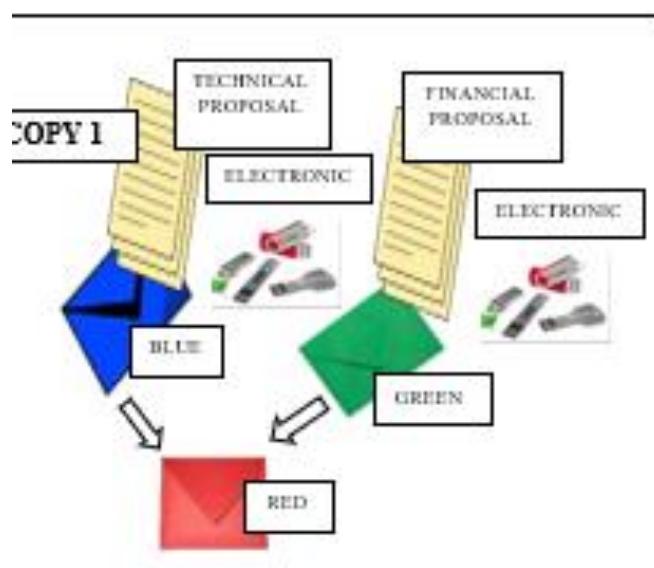
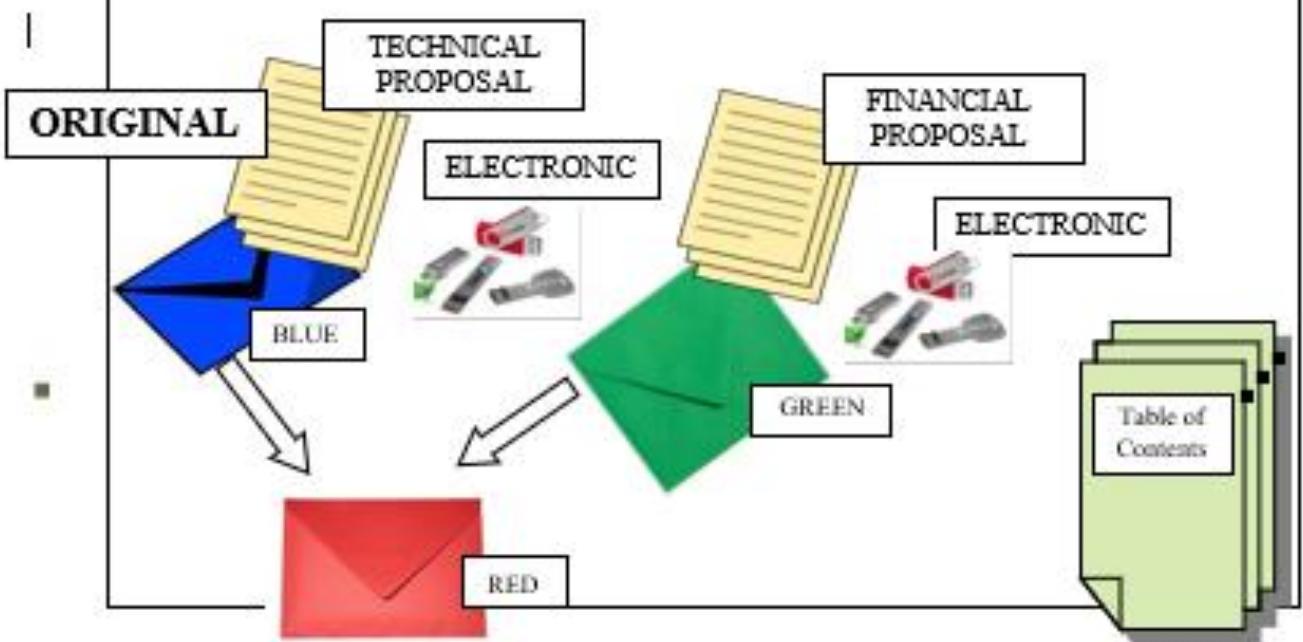
#### Notes:

1. Prospective bidders who intend to participate are required to communicate with the BAC Secretariat through email at [depedcentral.bacsecretariat@deped.gov.ph](mailto: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. Representatives/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 \_\_\_\_\_, 2020, the BAC Secretariat Division will send through email the link of the meeting.

Room M-511, 5<sup>th</sup> Floor, Makati Building, DepEd Complex, Meralco Avenue, Pasig City 1600  
Telephone No.: (02) 8533-0342; 8536-6542  
Email Address: [depedcentral.bacsecretariat@deped.gov.ph](mailto:depedcentral.bacsecretariat@deped.gov.ph)

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

## 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]*

Republic of the Philippines



Government Procurement Policy Board