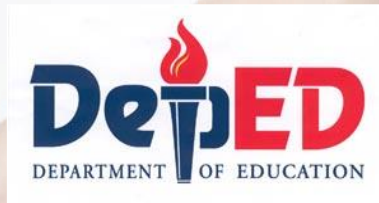


PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Lease Agreement of Photocopying Machines

Government of the Republic of the Philippines



Administrative Service – Asset Management Division

FEBRUARY 2021

2021-AdmS2(001)-BIII-CB-002

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
Department of Education
Procurement Management Service

BIDS AND AWARDS COMMITTEE III

PROJECT NO.: 2021-AdmS2(001)-BIII-CB-002

INVITATION TO BID

FOR THE

Lease Agreement of Photocopying Machines

1. The **Department of Education (DepEd)**, through the *Government of the Philippines (GOP) under FY 2021-GASS Fund*, intends to apply the sum of **Philippine Pesos Four Million and 00/100 (PhP 4,000,000.00)**, being the ABC to payments under the contract for **Lease Agreement of Photocopying Machines**, as follows:

Items	Quantity	Approved Budget for the Contract (ABC) in Php
Photocopying Machines	65 Units	4,000,000.00

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

2. The **DepEd**, through the **Bids and Awards Committee (BAC) III**, now invites bids for the goods and services contemplated in this project and as detailed in the Schedule of Requirements and the table of Technical Specifications indicated in the bidding documents. **Expected completion of delivery of the goods is within Thirty (30) days upon receipt of Notice to Proceed (NTP) at DepEd Central Office, Meralco Avenue, Pasig City. Contract duration shall be for twelve (12) months or consumption of 4.5 million copies, whichever comes first.**

Prospective bidders should have completed, within a period of **five (5) years** immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least

fifty percent (50%) of the ABC of the lot to bid for; OR, at least two (2) similar contracts and the total of the aggregated contract amount should be equivalent to at least fifty percent (50%) of the ABC of the lot bid for; and the largest of these similar contracts must be equivalent to at least twenty-five percent (25%) of the ABC of the lot/s to be bid. The contracts may come from different agencies/companies.

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

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

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

Amount of Bidding Documents shall be as follows:

Bidding Documents Fee
1,500.00

6. 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 **February 15, 2021, 2:00 P.M. through videoconferencing**

using the MS Teams, which shall be open to prospective bidders. Section 22.3 of R.A. 9184 and its IRR provide that Pre-bid Conference may be conducted in person or face-to-face through videoconferencing, webcasting, or similar technology, or a combination thereof. Procuring Entities with videoconferencing capabilities that have manufacturers, suppliers, distributors, contractors and/or consultants that also have videoconferencing capabilities may conduct their pre-bidding conferences electronically. The Pre-bid Conference is open to prospective bidders, and in case of procurement of consulting services, the shortlisted bidder, but attendance shall not be mandatory.

Prospective Bidders who intend to participate are required to communicate with the BAC Secretariat through email at depedcentral.bacsecretariat@deped.gov.ph their confirmation and accomplish the Online Pre-bid Conference Form provided (**Annex B**) on or before **February 15, 2021, 12:00 NN**. Upon receipt of this form, the BAC Secretariat Division will send the link of the meeting.

7. Bids must be duly received by the BAC Secretariat on or before **10:00 A.M. of March 3, 2021 at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**.

Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **March 3, 2021, 10:00 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.

Only two (2) authorized representatives per bidder shall be allowed to attend the Bid Opening and must present an authorization letter approved by the duly authorized officer of the company or the bidder being represented.

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:

Jonah Shiela B. Ranin

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/>

February 03, 2021

(Sgd.)

TONISITO M.C. UMALI ESQ

Undersecretary and Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd) – Administrative Service – Asset Management Division (AS-AMD)** wishes to receive Bids for the **Lease Agreement of Photocopying Machines**, with identification number **2021-AdmS2(001)-BIII-CB-002**.

The Procurement Project (referred to herein as “Project”) is composed of **One (1) Lot**, 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 **General Appropriations Act (GAA) FY 2021-GASS Fund** in the amount of **Philippine Pesos Four Million and 00/100 (PhP 4,000,000.00)**.

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, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

a. **Philippine Pesos.**

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ 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, which shall be awarded as one contract

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

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid].

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Lease Agreement of Photocopying Machines</p> <p style="margin-left: 40px;">b. completed within a period of five (5) years immediately preceding the deadline for the submission and receipt of bids.</p>
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 style="margin-left: 40px;">The Chairperson</p> <p style="margin-left: 40px;"><i>Bids and Awards Committee (BAC) III</i></p> <p style="margin-left: 40px;"><i>c/o Procurement Management Service-BAC Secretariat Division</i></p> <p style="margin-left: 40px;"><i>Rm. M-511, 5th Floor, Mabini Bldg.</i></p> <p style="margin-left: 40px;"><i>DepEd Central Office Complex Meralco Avenue, Pasig City</i></p> <p style="margin-left: 40px;"><i>Telephone Nos. 8636-6542 or 8633-9343</i></p> <p style="margin-left: 40px;"><i>Email address: depedcentral.bacsecretariat@deped.gov.ph</i></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</p>

	<p>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 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 DepEd Central Office 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> <p>a. The amount of not less than PhP 80,000.00, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than PhP 200,000.00, if bid security is in Surety Bond.</p>
14.2	<p>The bid security shall be valid for 120 calendar days reckoned from date of opening of bids. Bids with bid security valid for a shorter period shall be rejected outright as non-responsive.</p> <p>Bid securities shall be turned over to the DepEd Cash Division for custody.</p>
15	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>In the event of any discrepancy between the original and the copy, the original shall prevail.</p> <p>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 RED, inner envelope containing Technical Proposal shall be color Blue and inner envelope containing Financial Proposal shall be color Green.</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) USB / flash drives (both Word format and PDF (or read-only) format)</p> <ol style="list-style-type: none"> 1. Statement of Compliance with Technical Specifications 2. Filled out Price Schedule 3. Filled out Net Financial Contracting Capacity (NFCC) <p>In case of discrepancy in the substance and content between the printed copies and the USB/flash drives, the printed copies shall prevail. Non-submission of electronic copies will not be a ground for disqualification, but the bidder/s are required to submit the same during the post-qualification.</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>
15	<p>Unsealed or unmarked bid envelopes, or in case of bid electronic submission, Bidding Documents not in compressed archive folders and are not password-protected², 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>

² GPPB Resolution No. 09-2020, dated 07 May 2020

	<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 <i>Bulwagan ng Karunungan, Ground Floor, Rizal Bldg., DepEd Complex, Meralco Avenue, Pasig City.</i></p> <p>The deadline for submission of bids is <i>March 3, 2021, 10:00 A.M.</i></p>
17.1	<p>The place of bid opening is <i>Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City.</i></p> <p>The date and time of bid opening is <i>March 3, 2021, 10:00 A.M.</i></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 bid submission, subject to the submission of the original copies of the following: (i) Bid Securing D stage shall render the bid securing declaration or other forms of bid security excluding cash; and (ii) Omnibus Sworn Statement by the bidder and duly received by the BAC concerned during the post-qualification stage.</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" data-bbox="360 230 1238 517"> <thead> <tr> <th data-bbox="360 230 493 327">Lot No.</th> <th data-bbox="493 230 705 327">Description</th> <th data-bbox="705 230 933 327">Quantity</th> <th data-bbox="933 230 1238 327">Approved Budget for the Contract (ABC) in Php</th> </tr> </thead> <tbody> <tr> <td data-bbox="360 327 493 517">1</td> <td data-bbox="493 327 705 517">Lease Agreement of Photocopying Machines</td> <td data-bbox="705 327 933 517">65 Units</td> <td data-bbox="933 327 1238 517">4,000,000.00</td> </tr> </tbody> </table>	Lot No.	Description	Quantity	Approved Budget for the Contract (ABC) in Php	1	Lease Agreement of Photocopying Machines	65 Units	4,000,000.00
Lot No.	Description	Quantity	Approved Budget for the Contract (ABC) in Php						
1	Lease Agreement of Photocopying Machines	65 Units	4,000,000.00						
19.4	<p>The Project shall be awarded as:</p> <p>One Project having several items that shall be awarded as one contract.</p>								
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <ul style="list-style-type: none"> 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; <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p> <ul style="list-style-type: none"> b. Certificate of PhilGEPS Registration (Platinum Membership); and c. Other appropriate licenses and permits required by law and stated in this BDS. <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"> 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. b. Original copy of the submitted eligibility, technical and financial documents during bid opening. <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</p>								

	<p>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 style="padding-left: 40px;">ITB 29.2 Documents</p> <p style="padding-left: 40px;">Name of Project: _____</p> <p style="padding-left: 40px;">Bid Opening Date: _____</p> <p style="padding-left: 40px;">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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <u>DepEd Central Office</u>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <u>DDP DepEd Central Office</u>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: <u>DepEd Central Office – MS. MARITESS ABLAY</u>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

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

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a **minimum of five (5) years** from the date the goods were procured.

Spare parts or components shall be supplied as promptly as possible, but in any case, **within one (1) month** of placing the order.

Packaging –

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

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> 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
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Schedule of Payment:</p> <p>Supplier may submit a request for payment based on the monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized DepEd representative, that the items have been delivered and/or properly installed and commissioned in accordance with the contract.</p> <p>(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user [(Administrative Service – Asset Management Division)] and the Contract Management Division of the Procurement Service, Central Office.</p> <p>Payment shall be made subject to the “Warranty” provision in the form of either retention money in an amount equivalent to at least three percent (3%) of every progress payment, or a special bank guarantee equivalent to at least three percent (3%) of the total Contract Price as required under Section 62 of RA 9184 and its revised IRR.</p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days from submission of documents under this Contract shall be as follows:</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><i>Monthly rental/billing charge is computed by multiplying the actual number of copies reproduced less 2% spoilage and test copies, by the cost per copy as stipulated in the contract. As payment is based on the cost of the actual number of copies</i></p>

	<p><i>reproduced, total payment may be slightly lower than the amount of the contract award.</i></p> <p><i>Deduction of 1% of the total monthly billing for every violation committed by the supplier in the Terms and Conditions stipulated herein.</i></p> <p>Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.</p> <p>Payment Shall be Made Only After All of the Following Requirements have been Submitted</p> <ul style="list-style-type: none"> • Certification issued by the Procuring Entity that the delivered goods have been duly inspected and accepted. • Signed Inspection and Acceptance Report (IAR) <p>The retention money or special bank guarantee shall be released only at the lapse of the warranty stated in SCC Clause 5.</p>
3	<p>The Supplier shall be responsible for the extension of its performance security, upon demand by the end-user, for the remaining period or duration of the Project reckoned from the date of the effectivity of the contract, up to completion and final acceptance of the Project, or for any contract time extension granted by the Procuring Entity.</p> <p>The Supplier may opt to submit a Performance Securing Declaration in its prescribed form.</p>

Section VI. Schedule of Requirements

A. List/Description of Goods /Services

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

Lease Agreement of Photocopying Machine			
Item No.	Description	Units/Qualities	Delivery/Contract Duration
1	Lease Agreement of Photocopying Machines	65	Delivery Period: Within thirty (30) working days upon receipt of Notice to Proceed Contract Duration: twelve (12) months or consumption of 4.5 million copies, whichever comes first

B. Delivery Schedule

Complete delivery of the machines shall be made within 30 calendar days from the date of receipt of the Notice to Proceed (NTP) by the Supplier or the date provided for such purpose indicated in the NTP.

Contract duration shall be for twelve (12) months or consumption of 4.5 million copies, whichever comes first.

C. Project Site

Goods/Services shall be delivered to Various Offices in DepEd Central Office, Meralco Avenue, Pasig City.

D. Delivery and Receiving Instructions

The Supplier shall observe the following instructions:

- 1) Goods/Services as specified in this Schedule of Requirements and/or Technical Specifications shall be delivered only to the address indicated herein.
- 2) The Supplier shall notify the indicated authorized receiving personnel at the Project Site at the scheduled date of delivery at least three (3) working days in advance, and shall ensure that the authorized receiving personnel of the Purchaser is present during the date and time of delivery.
- 3) The Supplier shall make delivery or deliveries to the Project Site on regular working days, during Office hours from 8:00 A.M. to 5:00 P.M. The Receiving Personnel reserves the right to refuse to receive/accept delivered Goods made before 8:00 A.M. or after 5:00 P.M., and on non-working days.

- 4) The Supplier shall coordinate with DepEd Asset Management Division for the turn-over of Inspection and Acceptance Report (IAR).
- 5) DepEd Inspectors and the Supplier or his/her representative must sign the Inspection Report.
- 6) Delivery receipts must be signed by Ms. Maritess L. Ablay, Chief of Asset Management Division, or her authorized representative with respect to the deliveries made in the DepEd Central Office.

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

Distribution List

	NAME OF OFFICE	PROPOSED ALLOCATION	12 months
1	Education Programs Delivery Unit	6000	72000
2	Office of the Secretary - Proper	4000	48000
3	Asset Management Division	10000	120000
4	Cash Division	5000	60000
5	General Services Division	6000	72000
6	Records Division	10000	120000
7	Accounting Division	6000	72000
8	Planning and Programming Division	8000	96000
9	Employee Account Mngt Division	6000	72000
10	Education Management Information Sys	4000	48000
11	Policy Research and Development Division	3000	36000
12	Learning Resources Production Division	8000	96000
13	Learning Resources Quality Assurance	3000	36000
14	Education Assessment Division	8000	96000
15	Education Research Division	3000	36000
16	Solutions Development Division	1000	12000
17	Technology Infrastructure Division	5000	60000
18	User Support Division	1000	12000
19	Curriculum Standards Development Division	5000	60000
20	Special Curricular Programs Division	5000	60000
21	Student Inclusion Division	5000	60000
22	Teaching and Learning Division	7000	84000
23	ALS Office	6000	72000
24	Management / Operations Audit Division	1000	12000
25	Commission on Audit	2000	24000
26	Project Development Division	4000	48000
27	Project Management Division	3000	36000
28	Professional Development Division	1000	12000
29	Quality Assurance Division	3000	36000
30	Disaster Risk Reduction Management Svc	3000	36000
31	Assistant Secretary for Legal	6000	72000
32	School Sports Division	4000	48000
33	Youth Formation Division	4000	48000
34	School Health Division	6000	72000
35	Investigation Division	5000	60000
36	Legal Division	4000	48000
37	School Sites & Titling	3000	36000
38	Human Resource Development Division	4000	48000
39	School Effectiveness Division	2000	24000
40	Employee Welfare Division	4000	48000
41	Organization Effectiveness Division	4000	48000
42	Education Facilities Division	8000	96000
43	Contract Management Division	1000	12000
44	Office of the Director Procurement Mngt Service	4000	48000
45	Office of Undersecretary for Administration	11000	132000
46	Procurement Planning and Management	8000	96000
47	Publication Division	5000	60000
48	Communication Division	1000	12000
49	Office of the Undersecretary for Field Operations	6000	72000
50	Office of the Undersecretary for BHRDD & Palaro	6000	72000
51	Office of the Undersecretary for Legislative Affairs and EPS	6000	72000
52	Office of the Assistant Secretary for Curriculum	5000	60000
53	Office of the Assistant Secretary for Finance	6000	72000
54	Office of the Assistant Secretary for ALS	5000	60000
55	Office of the Director - BLR	5000	60000
56	Office of the Director - BLSS	5000	60000
57	Office of the Director - ICTS	5000	60000
58	Office of the Director - BHRDD	5000	60000
59	Office of the Director - Legal	7000	84000
60	Office of the Director - PMS	5000	60000
61	Office of the Director - Planning Service	5000	60000
62	Legislative Liaison Office	6000	72000
63	Literacy Coordinating Council	4000	48000
64	External Partnership Service	5000	60000
65	International Cooperation Office	3000	36000
	Buffer Copies c/o AMD	22340	268080
		333,340	4,000,080


MARITESS L. ABLAY
 Chief Administrative Officer
 ASSET MANAGEMENT DIVISION

Section VII. Technical Specifications

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

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
A. Copier Specifications			
1	Brand New or Refurbished copying machines (paper copier) with multi-functional device (configuration) (copier, printer, and scanner), digital type, automatic electronic sorter and feeder, and back-to-back feature..		
2	With LCD display, user-friendly, and with capability to deliver clear high-quality copies		
3	Indicating the locking mechanism of the units to be supplied, i.e. manual key lock, coding pin lock, etc.		
4	All With machine control that limits the number of print/copy per month		
5	Continuous copying with the minimum monthly duty cycle of 20,000		
6	Minimum Copier Resolution: 600x600 dpi		
7	Reduction/Enlargement: 25% - 400%		
8	Memory: minimum 512 MB		
9	Density Control: automatic or manual		
10	Warm-up time: 35 seconds or less		
11	Minimum Speed: at least 60 ppm		
12	Paper Size: A6 – Legal size (4.25x8.5x11x17 inches)		
13	Maximum Original Size: A3		
14	Paper Capacity: minimum 1,000 sheets		
15	No. of Machine (maximum legal size): at least 25 units		

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
16	No. of Machine (maximum A3 size): at least 40 units		
B. Printing Specifications			
1	Print Resolution: 1200 x 1200 dpi		
2	Interface/Connectivity: 10base-T/100 Base TX		
3	OS Support: can support latest OS		
4	Printer Language: PCL6, PCL5c		
5	Fonts: Manufacturer's Standard		
6	Capable of wireless connection with end-user's computer/device		
C. Scanner Specifications			
1	Interface: 10Base-T/100Base-TX		
2	Driver: TWAIN Driver, HDD TWAIN Driver		
3	Protocol: TCP/IP (FTP, SMB/SMTP)		
4	Speed Back: 30-50 ipm/opm		
5	Resolution: 600 x 600 dpi		
6	Maximum Size: up to A3		
7	Output Format: TIFF, PDF, compact PDF, JPEG		
D. Terms and Conditions			
1	At least one (1) on-call technician to repair defective machines. Response time shall be within two (2) hours from verbal or written notifications		
2	Replacement of defective parts, provided the machine is still functioning, shall be made within forty-eight (48) hours from response time, except for justifiable cause.		

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
3	The supplier shall provide all consumables (toner cartridges, spare parts, other auxiliary). There should be at least one (1) toner on stock at all times for each machine, and five (5) spare drum and three (3) unit fusers/imaging unit for every machine model, to be kept at AMD stockroom.		
4	The supplier shall be responsible in the regular maintenance of all machines, including the inclusion of relevant insurance system. Authorized technician/s of the supplier shall be required to conduct preventive maintenance at least every quarter.		
E. Other Requirements			
1	Duration of contract shall be based on the volume or number of copies as indicated during the award of the contract. There will be no price change within the contract duration.		
2	Number of units/machines to be provided by the winning bidder shall be at least sixty-five (65). Additional unit/s may be requested by the end-user; however, consumption of the additional unit/s shall be included in the total volume as indicated in the awarded contract.		
3	If the machines are refurbished or remanufactured, the supplier must submit Certification from the original equipment manufacturer that the copying machine was remanufactured by them or a certificate from the original manufacturer that the company is authorized to remanufacture the units to be supplied to DepEd.		
4	The supplier shall install, adjust, and test the machine		
5	Replacement of Toners, drums, fusers/imaging unit can be easily done by		

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
	the end-user without technical intervention, if necessary.		
6	To determine the actual number of copies made by the machine, as registered in the meter(s) of the machine(s), the machine shall be capable to check the count of services per page in each machine and shall produce report of services per month and year in each office.		
7	Total billing charge is computed by multiplying the actual total number of copies reproduced less 2% spoilage and test copies by the rental rate. As payments is based on the cost of the actual number of copies reproduced, said costs may be slightly lower than the amount of the contract award.		
8	Deduction of .01% of the total monthly billing for every violation committed by the supplier in the Terms and Conditions stipulated herein. Computation shall be on a per day basis of each violation reported.		
9	Winning bidder shall be determined based on the computed cost per copy (but not to exceed .90 cents per copy) for a total ABC of PhP 4 Million.		
10	Guaranteed volume of 2.3 million copies <i>(combined reading for printing and copying of all machines)</i>		
	Prospective Bidder shall fill up the following: _____ copies <i>(no. of copies)</i> @_____ <i>(cost per copy)</i> = PhP _____		

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specification for the Project: **Lease Agreement of Photocopying Machines.**

**Name and Signature
of Authorized representative**

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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.

Financial Documents

- (k) 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**
- (l) 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

- (m) 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)

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

25 FINANCIAL COMPONENT ENVELOPE

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

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

Business Name : _____

Business Address : _____

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

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

Submitted by: _____

Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____

STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name : _____

Business Address : _____

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

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

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

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

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

JOINT VENTURE AGREEMENT FORM

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

<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:

<u>NAME</u>	<u>GOVERNMENT-ISSUED</u>		<u>IDENTIFICATION</u>
	<u>CARD</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 institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from date of bid submission.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

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

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = 15 regardless of contract duration

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped “RECEIVED” by the BIR or its duly accredited or authorized institution for the preceding year which should not be earlier than two (2) years from date of bid submission.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE: If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Bid Security (Bank Guarantee) Form

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, Name and Address)

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

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]

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____
Project 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 Agent Currency Commission or gratuity

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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 winning bidder 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 OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Security (Bank Guarantee) Form

To : The Secretary
Department of Education
DepEd Complex, Meralco Avenue
Pasig City

Attention: The Chairperson
Bids and Awards Committee

WHEREAS, *[insert name and address of Supplier]* (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. *[insert number]* dated *[insert date]* to execute *[insert name of contract and brief description]* (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of *[insert amount of guarantee]* proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[insert amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you 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 be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR _____
NAME OF BANK _____
ADDRESS _____
DATE _____



DEPARTMENT OF EDUCATION

PROJECT: Lease Agreement of Photocopying Machines

CONTRACT NO.:

CONTRACT AGREEMENT

THIS CONTRACT made and entered into this ____ day of _____ **2021** by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its _____, _____ (hereinafter referred to as the **“DepEd”**) of the one part and _____ represented herein by its **Authorized Representative and Manager**, _____ with office address _____, Philippines, (hereinafter referred to as the **“SUPPLIER”**) of the other part;

WHEREAS, **DepEd** invited bids for **Lease of 65 Photocopying Machines** with Contract Duration of **twelve (12) months** consisting of **one (1) lot**, and received bids from ____ bidders, has passed and approved Resolution to Award No. _____, and therefore, accepted the bid of the SUPPLIER for the above-captioned project in the sum of **PHILIPPINE PESOS FOUR MILLION AND 00/100 (PHP 4,000,000.00) ONLY**, inclusive of VAT, (hereinafter called the **“CONTRACT PRICE”**) as follows:

Lot No.	Description	Quantity	Approved Budget for the Contract (ABC in PHP)
1	Lease Agreement of Photocopying Machines	65	4,000,000.00

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

1. In this **Contract**, 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 shall be deemed to form, be read and construed as part of the Contract:

- a) Resolution to Award No. _____ dated _____ - and all its attachments;
 - b) **DepEd's** Notice of Award;
 - c) The Performance Security;
 - d) The Bid Form and the Price Schedule submitted by the Bidder;
 - e) The General and Special Conditions of the Contract;
 - f) The Technical Specifications;
 - g) The Schedule of Requirements
 - h) Bid Bulletin No. 1 dated _____.
3. The goods and services referred to in this Contract shall be delivered within 30 days from the date of receipt receipt of Purchase Order (PO)/Notice to Proceed (NTP) at DepEd Central Office, Meralco Avenue, Pasig City;
 4. The Supplier shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of **DepEd**, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The performance security shall be in force and effect until thirty (30) days from issuance by **DepEd** of the Certificate of Final Acceptance and must be co-terminus with the Project. For this purpose, the Supplier undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from **DepEd**, 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;
 5. In consideration of the Contract Price mentioned herein to be paid by **DepEd** to the Supplier, the Supplier hereby covenants to provide all of the incidental and additional services as specified in Section VII – Technical Specifications, and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;
 6. The Supplier hereby covenants to provide all of the materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier, such as but not limited to the spare parts as **DepEd** may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Agreement;
 7. The Supplier hereby covenants to provide advance notification to **DepEd** in the event of termination of production of the spare parts, in sufficient time to permit **DepEd** to procure needed requirements

and to furnish, at no cost, to the Purchaser, the blueprints, drawings, and specifications of the spare parts, upon request by DepEd;

8. Goods delivered with defects or non-compliant with the required specifications shall be rejected by **DepEd** and replaced by the Supplier. DepEd shall have the option to inspect the Supplier's premises covered by the contract, at any time or stage of contract implementation, to monitor and assess Supplier's capacity to discharge its contractual obligations
9. The Supplier shall deliver the goods to the Project Site as defined in Section VI. Schedule of Requirements. Goods delivered to another project site other than DepEd – Central Office without the DepEd's authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents, reports submitted and validated by the authorized receiving personnel may be a possible cause for termination of the Agreement;
10. The procured goods or items contemplated under this Agreement shall be inspected and/or tested by **DepEd** either prior to delivery, at the Supplier's premises, or at the delivery sites, or both, in accordance with the provisions of Special Conditions of Contract, the Schedule of Requirements, the Inspection and Acceptance Protocol or otherwise indicated in other parts of the bidding documents;
11. In case the Supplier encounters condition(s) impending timely delivery of the goods, the Supplier shall notify **DepEd** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done as soon as circumstances providing justification for such requests have become apparent. Supplier must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;
12. The Contract Price shall be paid to the Supplier through the Government disbursement procedures as follows:
 - 12.1. Contract Price shall be paid on a **monthly basis** to the Supplier upon Delivery of the Goods/ Services at Project Site and upon submission of the documents (i) to (viii) specified in SCC for GCC Clause 6.2 and other documents required in accounting and auditing rules and regulations.
 - 12.2. Payment shall be made to the Supplier as promptly as possible after the date of acceptance of Goods at the Project Site and upon submission of the documents (i) to (vii) specified in SCC

Clause 6.2 and other documents required in accounting and auditing rules and regulations.

- 12.3. The retention money or special bank guarantee shall be released only at the lapse of the warranty in SCC Clause 17.3.
13. Payments shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to at least **three percent (3%)** of every progress payment, or a Special Bank Guarantee in the amount equal to at least **three percent (3%)** of the Contract Price as required under Section 62 of R.A. 9184 and its revised IRR;
14. The **Supplier** shall be liable for the damages for the delay in its performance of the Contract and shall pay **DepEd** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the recipient school concerned. **DepEd** shall deduct the liquidated damages from any money due or which may become due to the **Supplier**, or collect from any of the securities or warranties posted by the **Supplier**, whichever is convenient to **DepEd**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DepEd** may, at its option, and taking into account the greater advantage to the government, rescind the **Agreement**, without prejudice to other causes of action and remedies open to **DepEd**;
15. 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;
16. The effectivity of this **Contract** shall be from the receipt of the Notice to Proceed (NTP) up to 12 months thereafter which is _____.

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

SIGNED, SEALED AND DELIVERED BY:

Department of Education

Authorized Representative
SUPPLIER

SIGNED IN THE PRESENCE OF:

DepEd's Witness

Supplier's Witness

Funds Available:	OS No.
<i>Chief Accountant</i>	Amount:

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

ACKNOWLEDGMENT

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

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

Department of Education

Authorized Representative
SUPPLIER

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 AGREEMENT consisting of five (5) 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 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 2021.

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 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



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

REPUBLIKA NG PILIPINAS
 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.

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

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

PROJECT NO.: _____
 PROJECT: _____
 TOTAL ABC: _____

Cost of Bidding Documents –

1 Lot	
-------	--

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

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

OR No: _____ Date: _____ Amount: _____

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

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

Notes:

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

Room M-511, 5th Floor, Mabini Building, DepEd Complex, Meralco Avenue, Pasig City 1600
 Telephone No.: (02) 8633-9343; 8636-6542
 Email Address: depedcentral.bacsecretariat@deped.gov.ph

Annex B



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

MAKABUKALAN NG PAG-ARAL SA DEPED

ONLINE PRE-BID CONFERENCE FORM

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

To be filled by ProcMS-BACSec staff only:

Control No.: _____

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

PROJECT NO.: _____
 PROJECT: _____
 TOTAL ABC: _____

DATE : _____

GENERAL INFORMATION

FULL NAME OF FIRM/COMPANY: _____

ADDRESS : _____

TEL. NO(S). : _____

FAX NO(S). : _____

EMAIL ADD. : _____

(1) AUTHORIZED REPRESENTATIVE

NAME : _____

POSITION : _____

TEL. NO. : _____

MOBILE NO. : _____

EMAIL ADD. : _____

(2) AUTHORIZED REPRESENTATIVE

NAME : _____

POSITION : _____

TEL. NO. : _____

MOBILE NO. : _____

EMAIL ADD. : _____

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

Authorized by:

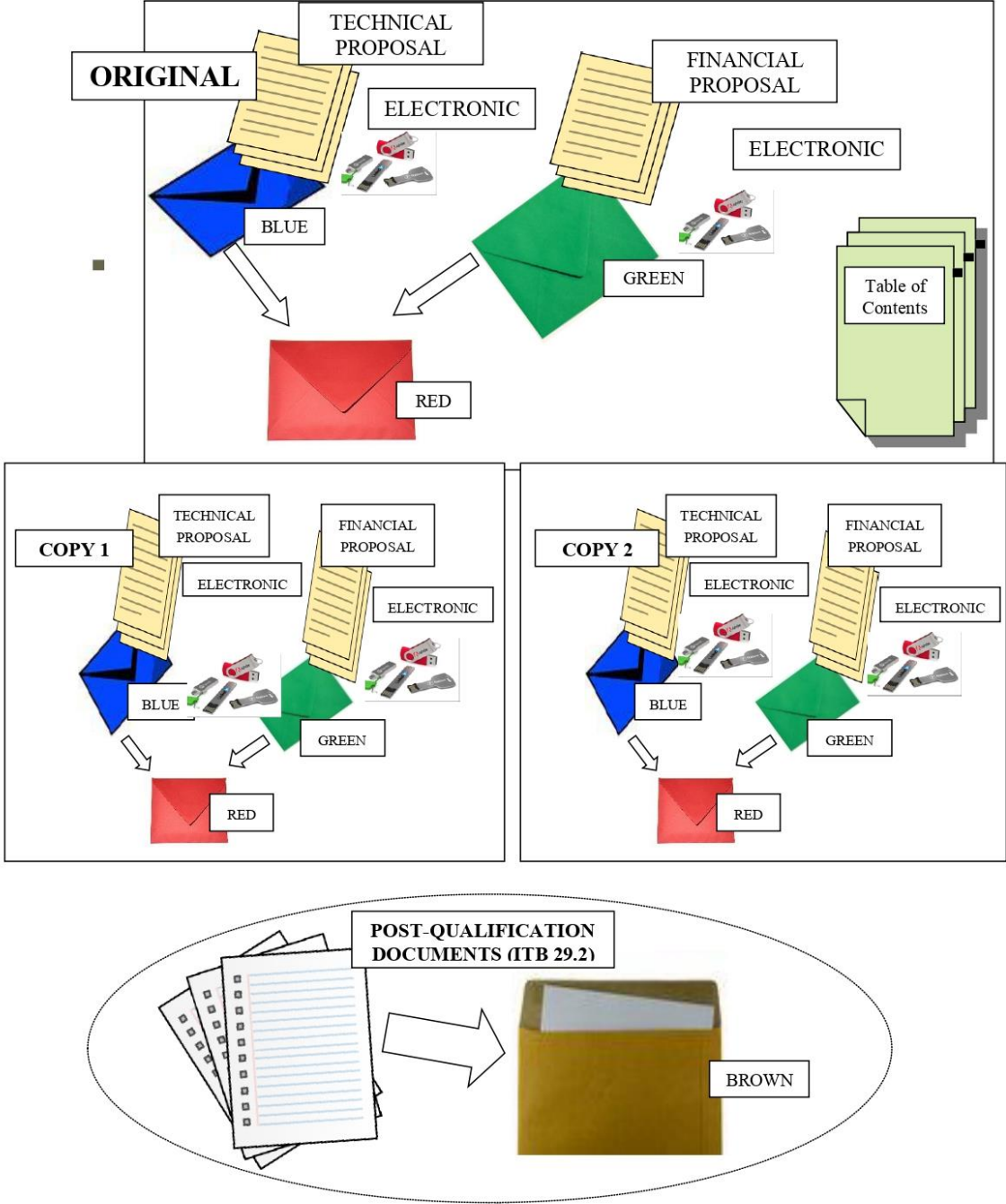
 Name and Signature

Notes:

1. Prospective bidders who intend to participate are required to communicate with the BAC Secretariat through email at depedcentral.bacsecretariat@deped.gov.ph their confirmation and indicate herein the authorized representative/s on or before the deadline indicated in the Invitation to Bid, Bidding Documents or Bid Bulletin.
2. During the videoconferencing, a maximum of two (2) representatives per bidder shall be allowed to participate.
3. Prospective bidders are required to download and secure accounts of their representative/s of the videoconferencing platform/application to be used.
4. Email accounts may be: Google, Yahoo or Outlook.
5. Representative/s are required to be present at least 20 mins. before the scheduled time.
6. Representatives are required to abide by the house rules/protocol presented during the Pre-bid Conference.
7. Upon receipt of this form which should not be later than 12:00 noon of August 25, 2020, the BAC Secretariat Division will send through email the link of the meeting.

Room M-511, 5th Floor, Mabini Building, DepEd Complex, Meralco Avenue, Pasig City 1600
 Telephone No.: (02) 8633-9343; 8636-6542
 Email Address: depedcentral.bacsecretariat@deped.gov.ph

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]

