# PHILIPPINE BIDDING DOCUMENT

## PROCUREMENT OF THIRD-PARTY INTEGRATED LOGISTICS SERVICE PROVIDER UNDER A FRAMEWORK AGREEMENT (OPTION CONTRACT)

**Six Edition**
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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 ***(Annex "C")*** 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**
OD ☎ 8633.7232 PPMD ☎ 8636.6543 CMD ☎ 8635.3762
Rm. M-511, 5th Floor, Mabini Bldg., DepEd Central Office Complex, Meralco Avenue, Pasig City, Philippines
☎ 8 636.6542 / 8 633.9343 / email: depedcentral.bacsecretariat@deped.gov.ph



## PROJECT NO.: 2021c-ProcMS4(001)-BI-CB-008

## INVITATION TO BID

FOR THE

## PROCUREMENT OF THIRD-PARTY INTEGRATED LOGISTICS SERVICE PROVIDER UNDER A FRAMEWORK AGREEMENT (OPTION CONTRACT)

1. The **Department of Education (DepEd)** using a **single-year** *Framework Agreement*, through the **General Appropriation Act (GAA) 2020 and 2021**, intends to apply the sum of ***Philippine Pesos Six Hundred Seventy-One Million, Eight Hundred Sixty-Two Thousand, Twenty-Eight and 50/100 (PhP 671,862,028.50)*** corresponding to the full and aggregate cost of all the item in the Framework Agreement List to be purchased through call-off contracts under a Framework Agreement pursuant to the Guidelines provided in **GPPB Resolution No. 27-2019**. The items and their quantities and cost are indicated in the Framework Agreement List. Bids must be within the total cost of each of the items as provided in the Framework Agreement List. Any financial bid offer that provides price quotations that exceeds the total cost per item shall be automatically disqualified.

2. The **DepEd**, through the **Bids and Awards Committee (BAC) I**, 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) calendar days either after issuance of a Call-Off or any date determined by the PE and as indicated in the Call-off or in any means of notification by the PE.***

   Prospective bidders should have completed, within a period of ***five (5) years*** immediately preceding the deadline for submission of bids 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; and the largest of these similar contracts must be equivalent to at least twenty-five percent (25%) of the ABC.

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.

   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 ***Philippine Pesos Seventy-five Thousand and 00/100 (PhP 75,000.00).***

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 **May 24, 2021, 9:00 A.M. through videoconferencing using the MS Teams,** which shall be open to prospective bidders.

   Prospective Bidders who intend to participate are required to communicate with the BAC Secretariat through email at depedcentral.bacsecretariat@deped.gov.ph their confirmation and accomplish the Online Pre-bid Conference Form provided ***(Annex "B")*** on or before ***May 23, 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 **8:30 A.M.** of **June 7, 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 **June 7, 2021, 9:00 A.M.** at **Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**. Bids will be opened in the presence of the bidders' representative who choose to attend the activity.

   Only one (1) authorized representative 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 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:

**Christa O. Nicolas**
*Senior Technical Assistant II*
***BAC Secretariat Division***
*Rm. M-511, 5th Floor, Mabini Bldg.*
*DepEd Central Office Complex*
*Meralco Avenue, Pasig City*
*Telephone Nos. 633-7232, 636-6542 or 633-9343*
*Email address: depedcentral.bacsecretariat@deped.gov.ph*

12. You may visit the following websites:

For downloading of Bidding Documents:

- PhilGEPS: https://notices.philgeps.gov.ph/
- DepEd website: www.deped.gov.ph

Date of Issuance of Bidding Documents: May 15, 2021

(Sgd.)
**ALAIN DEL B. PASCUA**
***Undersecretary and Chairperson***

# *Section II. Instructions to Bidders*

## 1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd) through its Procurement Management Service (ProcMS)** wishes to receive Bids for the **Procurement of Third-Party Integrated Logistics Service Provider under a Framework Agreement (Option Contract)**, with **project identification number 2021c-ProcMS4(001)-BI-CB-008.**

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot**, the details of which are described in Section VI (Schedule of Requirements), Section VII (Technical Specifications) and the hereto attached Framework Agreement Lists.

## 2. Funding Information

2.1 The GOP, through the source of funding as indicated below, for GAA 2020 & 2021, in the amount of ***Philippine Pesos Six Hundred Seventy-One Million, Eight Hundred Sixty-Two Thousand, Twenty-Eight and 50/100 (PhP 671,862,028.50)***

2.2. The source of funding is the General Appropriations Act 2020 and 2021.

## 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. The guidelines provided in GPPB Resolution No. 27-2019 shall likewise be applied in this project.

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 completed at least two (2) similar contracts, the aggregate amount of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least twenty-five percent (25%) of the ABC for this Project: and the largest of these similar contracts must be equivalent to at least half 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.

7.2. The bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA 9184 pursuant to Section 23.1 thereof.

7.3. The supplier may identify its subcontractor(s) during the contract implementation stage. Subcontractor(s) identified during the bidding may be changed during the implementation of the contract, subject to the approval of DepEd using as basis the said subcontractor's eligibility as stated in ITB clause 5.

Subcontractor(s) must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the project does not relieve the supplier of any liability or obligation under the contract. The supplier will be responsible for the acts, defaults and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time **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.

11.5. Financial proposals shall be submitted before the deadline of submission of bids as prescribed in the **IB**.

## 12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

12.2. The following should also apply in addition to Clause 12.1:

The prices (i.e. rate per CBM in accordance with the matrix provided) quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation except under extraordinary circumstances allowable by law. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

## 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 **Philippine Pesos.**

## 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] 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.

[1] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

14.3. Other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## 15. Sealing and Marking of Bids

Each Bidder shall submit three (3) paper copies 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.

## 16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 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 9 of the **IB**. The Bidders' representative who is 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

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. The Lowest Calculated Bid shall be determined outright after the detailed evaluation;

19.2. The Project does not allow partial bids. Bidders shall submit proposal for the entirety of the project (as indicated in the Framework Agreement List), and evaluation will be undertaken on the basis of the completeness of the bid.

19.3. The descriptions of the project, and all its inclusions, shall be indicated in **Section VI (Schedule of Requirements), Section VII (Technical Specifications) and the**

**Framework Agreement List**, although the ABCs of the items are indicated in the Framework Agreement List for purposes of the NFCC computation pursuant to Section 23.4.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the items in the Framework Agreement Lists and in the Schedule of Requirements.

19.4. The Project shall be awarded as follows:

**One Framework Agreement having ALL items in the Framework Agreement List that may be awarded as separate Call-Off Contracts, when if and when option is exercised by DepEd.**

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 items in the Framework Agreement List and the Schedule of Requirements. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all items in the Framework Agreement Lists and the Schedule of Requirements.

## 20. Post-Qualification

20.1. (For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB. – **NOT APPLICABLE**)

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

## 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**.

21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration

for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.5. The following documents shall form part of the Framework Agreement:

a. Framework Agreement Form;
b. Bidding Documents;
c. Call-offs;
d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
e. Performance Security or Performance Securing Declaration, as the case may be;
f. Notice to Execute Framework Agreement; and
g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

# *Section III. Bid Data Sheet*

# Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5</td><td>For the purpose of the track-record requirement, contracts similar to the Project shall be: Integrated Logistics that includes hauling, warehousing AND delivery services.<br><br>The similar contract should have been completed within a period of five (5) years immediately preceding the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7</td><td>Subcontracts<br><br>Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted shall not exceed twenty percent (20%) of the aggregated project contract cost.</td></tr>
<tr><td>9</td><td>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.<br><br>The Procuring Entity’s address is:<br><br>The Chairperson<br>Bids and Awards Committee (BAC) I<br>c/o Procurement Management Service-BAC Secretariat Division<br>Rm. M-511, 5th Floor, Mabini Bldg.<br>DepEd Central Office Complex Meralco Avenue, Pasig City<br>Telephone Nos. 8636-6542 or 8633-9343<br>Email address: depedcentral.bacsecretariat@deped.gov.ph<br><br>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.</td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted Delivered Duties Paid (DDP) at various delivery sites as indicated in the distribution list as will be provided at around the time the Call-Off Contract is made.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and the respective amounts:
<table>
<tr><th rowspan="2">Lot</th><th rowspan="2">Description</th><th rowspan="2">Cost Breakdown of the Approved Budget for the Contract (ABC)</th><th colspan="2">Bid Security Form & Amount (if other than Bid Securing Declaration)</th></tr>
<tr><th>2% of ABC (if bid security is in cash, cahier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit)</th><th>5% of ABC (if bid security is in Surety Bond)</th></tr>
<tr><td>1</td><td>Procurement of Third-Party Integrated Logistics Service Provider under a Framework Agreement (Option Contract)</td><td>671,862,028.50</td><td>13,437,240.57</td><td>33,593,101.43</td></tr>
</table></td></tr>
<tr><td>14.2</td><td>Bid securities, other than a Bid Securing Declaration, shall be turned over to the DepEd Cash Division for custody. On the other hand, the Bid Securing Declaration shall be turned-over to the BAC Secretariat.</td></tr>
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| | The Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction, otherwise, DepEd may reject such security if any such intercalation or alteration affects any material information or feature information of feature of the document. |
| 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.<br><br>In the event of any discrepancy between the original and the copy, the original shall prevail.<br><br>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).<br><br>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.***<br><br>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)***<br><br>1. Statement of Compliance with Technical Specifications<br><br>2. Filled out Price Schedule ***(Annex "D")***<br><br>3. Filled out Net Financial Contracting Capacity (NFCC)<br><br>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.<br><br>Post qualification documents maybe submitted during the bidding but this does not disqualify bidders who will not submit post qualification documents during bid submission.<br><br>***Note: Each Bidder shall submit three (3) paper copies of its bid.***<br><br>Unsealed or unmarked bid envelopes, shall be rejected. However, bid envelopes that are not properly sealed and marked 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 |

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| | misplacement of the contents of the improperly sealed or marked bid, or for its premature opening. |
| 19.5 | The computation of a prospective bidder's NFCC must be at least equal to the ABC to the bid, calculated as follows:<br><br>*NFCC – [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started.*<br><br>The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.<br><br>For purposes of computing the foreign bidder's NFCC, the value of the current assets and current liabilities shall be based on the latest Audited Financial Statements prepared in accordance with international financial reporting standards. (23.5.1.4a)<br><br>If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC. Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.<br><br>In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the lead operating partner who must be of Filipino Nationality, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.<br><br>For this purpose, the local lead partner shall be that person/organization/ company identified in the Joint Venture Agreement or in the Letters of Intents (for potential JV partners) shown to have the controlling stakes in the JV.<br><br>For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them. |
| 20.2 | Within a non-extendible period of **five (5) calendar days** from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:<br><br>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;<br><br>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted. |

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| | *NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.*<br><br>b. Certificate of PhilGEPS Registration (Platinum Membership); and<br><br>c. Other appropriate licenses and permits required by law and stated in this **BDS.**<br><br>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:<br><br>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, certificate of final acceptance or official receipts.<br>b. Original copy of the submitted eligibility, technical and financial documents during bid opening.<br><br>In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class "A" documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.<br><br>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 20.2.<br><br>The envelope shall be placed in a brown envelope and marked:<br><br>ITB 20.2 Documents<br><br>Name of Project: _____<br><br>Bid Opening Date: _____<br><br>Name of Bidder: _____<br><br>Failure to submit the 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. |
| 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 DepEd is allowed to determine the terms of payment on partial or staggered deliveries, provided such partial payment shall correspond to the value of the goods delivered or services rendered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

2.3. Prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

## 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.

In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

## 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, based on the specifications stated in the pertinent and/or the pertinent Call-Off Contract, Framework Agreement at no extra cost to the Procuring Entity. 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

5.1 In case where applicable, for goods component of the project, 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.

5.2 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 | |
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| 1 | **Delivery and Documents –**<br><br>The delivery terms applicable to this Contract are delivered **DDP DepEd Central Office**. Risk will pass from the **Third-Party Integrated Logistics Service (3PL) Provider** to the Procuring Entity upon receipt and final acceptance of the Goods subject of the integrated logistics services at their final destination.<br><br>The services shall be in accordance with the performances indicated herein and the bidding documents, and/or as may reasonably deemed necessary to effect the full and timely delivery of the goods subject of the said logistics services.<br><br>Upon delivery of the Goods subject of the logistics services to the Delivery Site, the **3PL Provider** shall notify DepEd thru CMD and present the following documents:<br><br>i. Signed Delivery Receipts;<br>ii. Signed Inspection and Acceptance Reports (IAR) - Logistics;<br>iii. Signed Transfer Manifest;<br>iv. Signed Property Transfer Report (PTR).<br><br>For purposes of this Clause, the DepEd's Representative at the Project Site are:<br><br>• **For Inspection:** DepEd Field Inspectorate Team, RO, DO or School Inspectorate Team<br>• **Property Transfer:** DepEd AS-AMD/Supply Officer/School Property Custodian<br><br>In case the **3PL Provider** encounters conditions impeding timely delivery of the Goods, it must promptly notify DepEd in writing of such conditions. As a rule, and on account of the emergency nature of this project, no work suspensions and/or contract period extension shall be permitted.<br><br>**Incidental Services –**<br><br>The supplier is required to provide all the incidental services, if any, contemplated in the Contract.<br><br>The Contract price for the Goods shall include the prices charged by the 3PL Provider for incidental services and shall not exceed the prevailing rates charged to other parties by the 3PL Provider for similar services.<br><br>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.<br><br>**Packaging –**<br><br>For goods to be delivered, the **3PL Provider** shall provide such packaging 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, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage among others. Packaging case size and weights shall take into consideration, where |

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| | appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.<br><br>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 Call-Off Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by DepEd.<br><br>The outer packaging must be clearly marked on at least four (4) sides as follows:<br><br>Name of the Procuring Entity<br>Name of the Supplier<br>Contract Description<br>Final Destination<br>Gross weight<br>Any special lifting instructions<br>Any special handling instructions<br>Any relevant HAZCHEM classifications<br><br>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.<br><br>**Insurance –**<br><br>The Goods supplied under this Contract shall be fully insured by the **3PL Provider** in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods shall be at the risk of the **3PL Provider** until their final acceptance by the Procuring Entity at the delivery sites.<br><br>**Transportation –**<br><br>DepEd accepts no liability for the damage of Goods during transit. Risk will not be deemed to have passed to DepEd until its receipt and final acceptance at the final destination, through its authorized receiving personnel. |
| 2.2 | **Schedule of Payment -**<br><br>**Progress Payments**<br><br>**3PL Provider** may submit a request for payment based on the **monthly Progress Reports** which shall be attached to the progress billing and include the cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract. Payment shall be made within sixty (60) calendar days after the date of acceptance of the goods at the Project Site or recipient schools and upon submission of the following documents and other documents required in accounting and auditing rules and regulations, to wit:<br><br>i. Signed Delivery Receipts;<br>ii. Signed Inspection and Acceptance Reports (IAR);<br>iii. Signed Transfer Manifest;<br>iv. Signed Property Transfer Report (PTR). |

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| | (NOTE: The **3PL Provider** must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user [(Asset Management Division) (AS-AMD)] and the Procurement Management Service - Contract Management Division.<br><br>**Advance Payment**<br><br>An advance payment not to exceed fifteen percent (15%) of the pertinent call-off contract amount shall be allowed and paid within sixty (60) calendar days from signing of each of call-off 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.<br><br>All progress payments shall first be charged against the advance payment until the latter has been fully exhausted<br><br>The method and conditions of payment to be made to the **3PL Provider** through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the Project Sites or recipient schools and upon submission of documents under this contract shall be as follows:<br><br>For the **initial progress payment,** a minimum of 25% of the Price of the pertinent Call-Off Contract shall be paid to the 3PL Provider upon a minimum of 25% delivery of the requirement duly accepted by the school's representatives.<br><br>**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. (Applicable only in case of DSTICS).<br><br>Payment of Logistics Services fees shall be subject to the usual DepEd/COA accounting and auditing procedures. |
| 3 | **Performance Security -**<br><br>The Performance Security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the **3PL Provider** is in default of any of its obligation under the contract. The **3PL Provider** shall be responsible for the extension of its performance security and/or renewal of 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.<br><br>The Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation or alteration affects any materials information or feature of the document. |
| 4 | **Inspection and Tests -**<br><br>Inspection, tests, packaging and conditions, and acceptance of the delivered goods at the delivery sites shall be confined to quantity in accordance with the delivery instructions and other delivery documents. Provided, however, that inspection can be made on the proper sealing and marking of the items to ensure the integrity of the contents which were previously inspected, accepted, sealed, marked and tagged by the DepEd Inspectorate Team. |

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| 5 | **Warranty –**<br><br>For Goods component of the project, payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to: (a) at least one percent (1%) of every progress payment; (b) a special bank guarantee equivalent to at least one percent (1%) of the contract price; required in Section 62 of RA 9184 and its IRR.<br><br>The Special Bank Guarantee shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation or alteration affects any materials information or feature of the document. |
| 6 | **Liability of the Supplier –**<br><br>Neither the execution of a test and/or inspection of the goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection shall release the 3PL Provider from any warranties or other obligations under this Contract<br><br>*In case of a joint venture:*<br><br>All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.<br><br>*Other liabilities:*<br><br>1. Operational activities may vary depending on the situation prevailing at that time and may affect the volume of supplies, materials and equipment to be transferred or transported. For this reason, the volume awarded is not guarantee that the total volume that will be transferred or transported and may be reduced as warranted depending on the operational requirements.<br><br>2. There shall be no employer-employee relationship between DepEd and the 3PL Provider's employee. Hence, DepEd shall not be liable for claims that may arise under the ECC, SSS, Medicare, Minimum Wage Law, and other related laws. Likewise, DepEd shall not be held responsible for any claims of third persons arising from vehicular accidents and/or negligence of 3PL Provider's employees or for any contraband goods found in the 3PL Provider's delivery trucks. |

# *Section VI. Schedule of Requirements*

## A. List/Description of Goods/Services

A.1 The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| No. | Description | Maximum Quantity | Delivery/Contract Duration |
|---|---|---|---|
| ***I.*** | ***LOGISTICS SERVICES*** | | |
| 1 | Logistics Services for DepEd Computerization Program (DCP-2020) to NCR Recipient Schools | 2,492 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 2 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to CAR Recipient Schools | 510 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 3 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 1 Recipient Schools | 1,340 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 4 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 2 Recipient Schools | 1,970 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 5 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 3 Recipient Schools | 2,976 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 6 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 4-A Recipient Schools | 3,448 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 7 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 4-B Recipient Schools | 697 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 8 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 5 Recipient Schools | 2,085 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 9 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 6 Recipient Schools | 4,135 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 10 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 7 Recipient Schools | 2,275 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 11 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 8 Recipient Schools | 1,500 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 12 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 9 Recipient Schools | 2,026 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 13 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 10 Recipient Schools | 1,464 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 14 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 11 Recipient Schools | 1,458 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 15 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 12 Recipient Schools | 1,425 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 16 | Logistics Services for DepEd Computerization Program (DCP-2020) from NCR to Region 13 Recipient Schools | 1,525 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 17 | Logistics Services for DepEd Computerization Program (DCP-2021) to NCR Recipient Schools | 674 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 18 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to CAR Recipient Schools | 1,519 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 19 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 1 Recipient Schools | 2,368 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 20 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 2 Recipient Schools | 2,095 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 21 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 3 Recipient Schools | 3,031 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 22 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 4-A Recipient Schools | 2,934 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 23 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 4-B Recipient Schools | 1,942 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 24 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 5 Recipient Schools | 3,162 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 25 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 6 Recipient Schools | 3,334 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 26 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 7 Recipient Schools | 3,092 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 27 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 8 Recipient Schools | 3,458 cbm | *Subject to Call-Off Contract Terms and Conditions* |

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| 28 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 9 Recipient Schools | 2,094 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 29 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 10 Recipient Schools | 2,077 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 30 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 11 Recipient Schools | 1,772 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 31 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 12 Recipient Schools | 1,859 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 32 | Logistics Services for DepEd Computerization Program (DCP-2021) from NCR to Region 13 Recipient Schools | 1,697 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 33 | Logistics Services for Textbooks & Instructional Materials (2020) to NCR Recipient Schools | 1,142 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 34 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to CAR Recipient Schools | 220 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 35 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 1 Recipient Schools | 634 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 36 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 2 Recipient Schools | 440 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 37 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 3 Recipient Schools | 1,290 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 38 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 4-A Recipient Schools | 1,622 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 39 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 4-B Recipient Schools | 445 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 40 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 5 Recipient Schools | 909 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 41 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 6 Recipient Schools | 1,014 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 42 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 7 Recipient Schools | 987 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 43 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 8 Recipient Schools | 664 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 44 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 9 Recipient Schools | 512 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 45 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 10 Recipient Schools | 642 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 46 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 11 Recipient Schools | 655 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 47 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 12 Recipient Schools | 607 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 48 | Logistics Services for Textbooks & Instructional Materials (2020) from NCR to Region 13 Recipient Schools | 424 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 49 | Logistics Services for School Furniture (2021) to NCR Recipient Schools | 526 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 50 | Logistics Services for School Furniture (2021) from NCR to CAR Recipient Schools | 579 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 51 | Logistics Services for School Furniture (2021) from NCR to Region 1 Recipient Schools | 1,638 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 52 | Logistics Services for School Furniture (2021) from NCR to Region 2 Recipient Schools | 1,859 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 53 | Logistics Services for School Furniture (2021) from NCR to Region 3 Recipient Schools | 2,728 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 54 | Logistics Services for School Furniture (2021) from NCR to Region 4-A Recipient Schools | 2,090 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 55 | Logistics Services for School Furniture (2021) from NCR to Region 4-B Recipient Schools | 1,388 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 56 | Logistics Services for School Furniture (2021) from NCR to Region 5 Recipient Schools | 2,018 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 57 | Logistics Services for School Furniture (2021) from NCR to Region 6 Recipient Schools | 1,729 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 58 | Logistics Services for School Furniture (2021) from NCR to Region 7 Recipient Schools | 1,333 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 59 | Logistics Services for School Furniture (2021) from NCR to Region 8 Recipient Schools | 804 cbm | *Subject to Call-Off Contract Terms and Conditions* |

| | | | |
|---|---|---|---|
| 60 | Logistics Services for School Furniture (2021) from NCR to Region 9 Recipient Schools | 843 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 61 | Logistics Services for School Furniture (2021) from NCR to Region 10 Recipient Schools | 662 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 62 | Logistics Services for School Furniture (2021) from NCR to Region 11 Recipient Schools | 609 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 63 | Logistics Services for School Furniture (2021) from NCR to Region 12 Recipient Schools | 1,469 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 64 | Logistics Services for School Furniture (2021) from NCR to Region 13 Recipient Schools | 1,069 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 65 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) to NCR Recipient Schools | 284 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 66 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to CAR Recipient Schools | 86 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 67 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 1 Recipient Schools | 172 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 68 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 2 Recipient Schools | 176 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 69 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 3 Recipient Schools | 484 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 70 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 4-A Recipient Schools | 368 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 71 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 4-B Recipient Schools | 191 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 72 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 5 Recipient Schools | 471 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 73 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 6 Recipient Schools | 945 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 74 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 7 Recipient Schools | 510 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 75 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 8 Recipient Schools | 300 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 76 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 9 Recipient Schools | 497 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 77 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 10 Recipient Schools | 110 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 78 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 11 Recipient Schools | 127 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 79 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 12 Recipient Schools | 87 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 80 | Logistics Services for Technical-Vocational-Livelihood (TVL-2021) from NCR to Region 13 Recipient Schools | 31 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 81 | Logistics Services for Science and Mathematics Equipment (SME-2021) to NCR Recipient Schools | 237 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 82 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to CAR Recipient Schools | 906 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 83 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 1 Recipient Schools | 1,363 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 84 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 2 Recipient Schools | 1,286 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 85 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 3 Recipient Schools | 1,642 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 86 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 4-A Recipient Schools | 806 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 87 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 4-B Recipient Schools | 829 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 88 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 5 Recipient Schools | 952 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 89 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 6 Recipient Schools | 1,903 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 90 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 7 Recipient Schools | 1,995 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 91 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 8 Recipient Schools | 960 cbm | *Subject to Call-Off Contract Terms and Conditions* |

| | | | |
|---|---|---|---|
| 92 | Logistics Services Science and Mathematics Equipment (SME-2021) from NCR to Region 9 Recipient Schools | 944 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 93 | Logistics Services Science and Mathematics Equipment (SME-2021) from NCR to Region 10 Recipient Schools | 2,056 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 94 | Logistics Services Science and Mathematics Equipment (SME-2021) from NCR to Region 11 Recipient Schools | 1,413 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 95 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 12 Recipient Schools | 2,002 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| 96 | Logistics Services for Science and Mathematics Equipment (SME-2021) from NCR to Region 13 Recipient Schools | 1,125 cbm | *Subject to Call-Off Contract Terms and Conditions* |
| ***II. WAREHOUSING SERVICES*** | | | |
| 97 | Warehousing Services for at least 200 sqm | 15 warehouses | *Subject to Call-Off Contract Terms and Conditions* |
| 98 | Warehousing Services for at least 2,000 sqm | 1 warehouse | *Subject to Call-Off Contract Terms and Conditions* |
| ***III. DEPED SUPPLY TAGGING AND INVENTORY CONTROL SYSTEM (DSTICS)*** | | | |
| 99 | Tagging Services System | 1 lot | *Subject to Call-Off Contract Terms and Conditions* |
| 100 | Tagging Services Consumables | 1 lot | *Subject to Call-Off Contract Terms and Conditions* |

## Statement of Compliance

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

_____

Name and Signature of Bidder's Authorized Representative

# *Section VII. Technical Specifications / Terms of Reference*

# Technical Specifications / Terms of Reference

*[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.]*

***General Requirements/Specifications***

| General Requirements/Specifications | Statement of Compliance and Cross Reference |
|---|---|
| 1. 3PL Provider must have been operating as Logistics Provider for at least 10 years; | *Refer to SEC Registration and bidder should attach a corporate profile* |
| 2. 3PL Provider must own or have access to equipment and trucks as indicated in the hereto attached list of minimum equipment and vehicle available for the project; | *Submit as part of the Proposed Operations Plan an Equipment and Vehicle Utilization Schedule, indicating whether the vehicle is owned, or leased* |
| 3. Must have technical capability to undertake the project as shown in its Proposed Operations Plan, particularly showing the following:<br>(i) Strategy on Equipment and Vehicle Utilization;<br>(ii) Strategy on Manpower Deployment Schedule;<br>(iii) Proposed System Architecture for the DSTICS showing compliance with Technical Specifications as indicated herein;<br>(iv) Strategy on Warehousing Management and Distribution Plans *(the Technical Specifications of Warehouses indicated herein for references);* | |

*Technical Specifications*

| Item | Specification | STATEMENT OF COMPLIANCE (State Comply or Not Comply) |
|---|---|---|
| ***A. WAREHOUSING*** | | |
| 1 | **FLOOR AREA**<br>• Main Warehouse at least one (1) 2,000sqm warehouse in NCR, Region 4-A OR Region 3<br>• 15 Regions except BARMM and NCR - 200sqm warehouse<br>• Size of warehouses shall be subject to increase should there be a necessity for additional spaces | |
| 2 | **AVAILABLE FACILITIES**<br>• office space (must have workstation, equipped with computer & computer peripherals)<br>• comfort room<br>• telephone<br>• electrical lines with good network signal or communication to the site<br>• water system | |
| 3 | **FLOOD HISTORY**<br>No history of inundation for the last three (3) years and any damage due to rainwater. | |
| 4 | **SPACE FOR MANEUVERING OF TRUCKS OR PARKING FACILITY**<br>Accessible for easy ingress/egress of cargo trucks and trailer trucks to load and unload stocks. | |
| 5 | **WIND LOAD**<br>Should be able to withstand a wind velocity of 350 kmh. The structure should be fully sealed against rainwater intrusion during typhoons and heavy rains to protect sensitive materials and equipment. Doors and windows should be fully sealed against strong vertical & lateral rains. | |
| 6 | **SECURITY AND/OR SAFETY MEASURE**<br>Fenced warehouse area, CCTV surveillance and safety alarms. | |

| | | |
|---|---|---|
| 7 | **FIRE PROTECTION EQUIPMENT**<br><br>Entire warehouse area shall be equipped with sprinkling system and installed fire extinguishers. | |
| ***A.1 LOCATION AND SITE CONDITION*** | | |
| 1 | **ACCESSIBILITY**<br><br>Concrete roads, Accessible to 40" container and/or 10Wheeler delivery Trucks, Warehouses are located in the city or near cities | |
| 2 | **TOPOGRAPHY/ ELEVATION**<br><br>Minimum of 0.15 m above the existing roadway | |
| ***A.2 SUITABILITY*** | | |
| 1 | The warehouse to be leased shall be suitable for the storage of Technical - Vocational - Livelihood machineries and equipment, Science and Mathematics tools and equipment, Computers, printers, speakers and other accessories, Furniture and Printed Books or Manuals which are ready for occupancy. It shall be free from encumbrances, court litigation and other disputes. | |
| ***B. DEPED SUPPLY TAGGING AND INVENTORY CONTROL SYSTEM (DSTICS)*** | | |
| 1 | **FUNCTIONAL REQUIREMENTS** | |
| | 1.1. The system should have the capability to track and monitor the goods, items, or equipment in transit and delivered to final destination. | |
| | 1.2. The system should be able to display lists of the procured goods, items, or equipment and its expected delivery schedules. | |
| | 1.3. The system should be able to generate QR codes with security features for inventory items. | |
| | 1.4. System and software application can be able to display inventory levels by location, category and overall information of the goods, items, or equipment procured. | |
| | 1.5. The System will display the following important details:<br>1.5.1. Supplier Information<br>1.5.2. Warranty of goods<br>1.5.3. QR serial code / Unique code<br>1.5.4. Date of Inspection and Acceptance of goods.<br>1.5.5. Specific program name where the goods belong (e.g. Technical-Vocational-Livelihood (TVL), Science and Mathematics Equipment (SME), DepEd Computerization Program (DCP), Furniture and Textbooks).<br>1.5.6. Photo or image of the goods or item. | |

| | | |
|---|---|---|
| | 1.5.7. End-user units or School ID of the recipient of goods.<br>1.5.8. Specific location or address of warehouse where the inventory is or Regional Warehouse Location where the inventory is destined to be. | |
| | 1.6. The software portal shall have the capability to be accessed by DepEd users in different locations and include geo-mapping of the area where the delivery, unloading or distributions take place and any updates made/entered therein. | |
| | 1.7. The system shall be able to create a User's Access Levels on the specific modules assigned to the DepEd personnel. | |
| | 1.7. The system should be able to create a User's Access Levels on the specific modules assigned to the DepEd personnel. | |
| | 1.8. The system should enable the DepEd user to access the program via Mobile Application and through the web interface (e.g. iPhone, Android). | |
| | 1.9. The portal should have have the capability to monitor valid devices used to scan asset QR codes. | |
| | 1.10. The system should be able to scan, read and save QR codes of items for asset identification. | |
| | 1.11. The system will provide drop-down (pop-up) selections and look up tables and automatically display related data to avoid repetitive data entry. | |
| | 1.12. The system should be able to automatically define the required response time / estimated date of modification and status of the delivery of goods, items or equipment to its designated final destination. | |
| | 1.13. The system should be able to allow DepEd personnel should be able to search details of a particular good, item, or equipment (e.g. location, delivery date, shelf life and disposal period) and view its status at any given time. | |
| | 1.14. The system should be able to create profiles for the following;<br>1.14.1. DepEd System Administrator<br>1.14.2. Inspectorate Team and its assigned personnel<br>1.14.3. 3PL and Regional Supply Officers<br>1.14.4. Property Custodian<br>1.14.5. Asset Management Division (AMD)<br>1.14.6. Contract Management Division (CMD) | |
| | 1.15. The system should be accessible to DepEd's Processors, Supervisors, Officers and Procurement and Logistics Units subject to granting of access rights. | |
| | 1.16. The mobile application should be able to provide advisory and capture delivery receipt and send to the system portal for validation. | |
| | 1.17. The system should be able to track order completeness, on time delivery and quality performance of suppliers and logistics provider. | |

| | | |
|---|---|---|
| | 1.18. The system should be able to check or monitor the arrival of goods, items, or equipment to its assigned delivery location and provide or triggered notification of payments to suppliers. | |
| | 1.19. The system should have a facility to view and print the following information;<br>1.19.1 Inventory inspection history<br>1.19.2 Inventory distribution history | |
| 2 | **NON-FUNCTIONAL REQUIREMENTS** | |
| | 2.1. The system should be able to display/print the following reports;<br>2.1.1 Daily Reports<br>a. Deliveries Report<br>b. Daily Transaction Summary Report<br>2.1.2 Weekly / Monthly Reports<br>a. Weekly / Monthly Transaction Summary Reports<br>b. Tagged Items Summary<br>2.1.3 Audit Trail | |
| | 2.2 The system should be able to generate and print customized reports based on certain parameters. | |
| | 2.3 The system should be able to import/export data to ASCII, text file and MS Word and Excel. | |
| | 2.4 The system should be able to interface/share/exchange data and information with other users/systems. | |
| | 2.5 The system should be able to validate double entries and control the system process flow. | |
| | 2.6 The system should be able to accommodate unlimited number of users without sacrificing system performance. | |
| | 2.7 The system should be able to accommodate unlimited data entry. | |
| | 2.8 The system should be able to define access rights for each type of users. | |
| | 2.9 The system should be network-ready. | |
| | 2.10 The system should be able to provide an audit trail (including date and time stamps) of data. | |
| | 2.11 The system should provide a data base with flexible and customizable fields that allows renaming of labels and adding extra of new extra fields, among others. | |
| | 2.12 The system should have the facility for data file back-up, restore and purge. | |
| | 2.13 The system should have the facility to delete data in files by date range and conduct archiving at certain timeframe. | |
| 3 | **DSTICS PLATFORM** | |
| | 3.1. Development Tools | |

| | | |
|---|---|---|
| | a. Web Portal: Cake Php, JavaScript<br>b. Mobile Application: Android Studios | |
| | 3.2. Data Base: MySQL | |
| | 3.3 Operating System: Windows 7 or higher | |
| | 3.4 Network: Existing Local Area Network (LAN), Mobile and Wi-Fi Network | |
| | 3.5 Tagging Technology<br>QR Code Security: QR Code | |
| | 3.6 The 3PL Provider should provide necessary Application Programming Interface (API) to interconnect with other DepEd Systems | |

# *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.

## II. FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s).

# *Bid Forms*

**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<br>a. Address<br>b. Telephone Nos. | Nature of Work | Bidder's Role | | Date Awarded<br>a. Date Started<br>b. Date of Completion | % of Accomplishment | | Value of Outstanding Works / Undelivered Portion |
|---|---|---|---|---|---|---|---|---|
| | | | Description | % | | Planned | Actual | |
| Government | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Private | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

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

Submitted by: _____
Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____

## STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name :_____

Business Address :_____

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

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

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

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

Submitted by :_____

(Printed Name and Signature)

Designation :_____

Date :_____

## JOINT VENTURE AGREEMENT FORM

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

| *NAME OF PROJECT* | CONTRACT AMOUNT |
|---|---|
| | |
| | |
| | |

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

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

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

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

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

_____ _____

SIGNED IN THE PRESENCE OF:

_____ _____

Witness Witness

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

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

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

| | GOVERNMENT-ISSUED IDENTIFICATION CARD | | |
|---|---|---|---|
| NAME | Number | Issued on | Issued at |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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: _____

# 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_____

**PROJECT:**

**CONTRACT NO.:**

---

**FRAMEWORK AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

***THIS AGREEMENT*** made and entered into this _____ day of _____, 2020 by and between:

The **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its _____, as per Department Order No. 67, s. 2016 (hereinafter referred to as **"DEPED"**);

-And-

_____, a duly registered entity existing under the laws of the Philippines with postal address at _____, represented herein by its Authorized Representative, _____, (hereinafter referred to as **"the Service Provider"**).

WITNESSETH, that

**WHEREAS, DEPED** and the **Service Provider** wish to enter in a framework agreement which will enable DEPED, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with the Service Provider for some or all of the Services of the type describe in the Framework Agreement List.

WHEREAS, the terms and conditions of this Agreement shall apply to the Logistics Services to be provided by the Service Provider under any Call-Off.

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of DEPED but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE DEPED has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement, on a date and time to be determined in the Call-Off to be issued for such purpose by DEPED; and

WHEREAS, THE Service Provider which passed the eligibility screening conducted by the DEPED, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

**NOW, THEREFORE,** premises considered, the parties hereby agrees as follows:

## Article I
## GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. The DEPED is given the option to either purchase the identified items in the Framework Agreement List or not to purhase at all. The discretion to exercise the option falls solely with the DEPED. The Service Provider may not require or demand for the latter to purchase the items in the Framework Agreement List.

2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in Republic Act 9184 and its IRR and the applicable Philippine Bidding Documents issued by the Government Procurement Policy Board. Unless the context indicates otherwise, the following shall have the following meanings:

| | |
|---|---|
| "Agreement" | Refers to this Framework Agreement, including and all other documents referred to; |
| "Agreement Commenment Date" | the date for commencement of this Agreement specified in the Notice to Proceed or Notice to Execute a Framework Agreement; |
| "Call-Off" | a specific procurement request or order made by the DEPED within the duration of the Framework Agreement exercising the option and requiring the Service Provider to deliver the Services agreed upon under the terms and conditions of Framework Agreement; |
| "Charges" | refers to the charges and the disbursements payable by the DEPED, in consideration of the due performance of Services, as specified in or calculated in accordance with this Agreement; |
| "DEPED" | refers to the Procuring Entity subject of this Framework Agreement; |
| "Framework Agreement" | refers to the written agreement between the DEPED and the 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. The Framework Agreement is in nature of an option contract between the DEPED and the Bidder(s) granting the procuring entity the option to either place an order for any of the goods or services indetified 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; |
| "Framework Agreement List" | Refers to the list of goods or services, and their corresponding technical specifications, scope of work, projected quantities, and estimated prices, subject of the Framework Agreement. This shall be limited to repeatedly required goods that are (i) indentified to be necessary and desirable, but, by its nature, use, or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined; and (ii) using a Framework Agreement is most practical, economical, and advantageous for the DEPED. |
| "Logistics Services" | all agreed transport services of any nature whatsoever related to the handling and distribution of goods, including but not limited to collection, hauling, tagging and its operating system, pick-up, loading, unloading, storage, stock management, preparation for delivery, milk-run delivery, providing of warehouses, provision of "service provider equipments, personnel and reports", and all or any part of the services to be provided to, or activities to be undertaken and completed for DEPED by the Service Provider under this Agreement (including any variations to such services and/or activities as agreed by the parties, save when DEPED may require amendment to the Services), and any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Framework Agreement; |
| "Service Agreement" | the agreement binding the Service Provider to perform Logistics Services for the DEPED; |
| "Service Provider" | refers to the winning bidder or the third-party logisitcs service provider. |
| "Service Provider Equipments" | the equipment and materials of whatsoever nature used by the Service Provider in providing the Logistics |

| | |
|---|---|
| | Services in which title is not intended to pass to the DEPED under the Framework Agreement; |
| "Service Provider Personnel" | all such person, including (without limitation) employees, officers suppliers, sub-contractors and agents of the Service Provider as are enegaged in the performance of any of the Logistics Services described under this Agreement; |
| "Warehousing Services" | all agreed services of any nature whatsoever related to the storage, handling and stacking of goods, including but not limited to sorting, hauling, tagging, loading, unloading, stock management, preparation for delivery, provision of "service provider equipments, personnel and reports", and all or any part of the services to be provided to, or activities to be undertaken and completed for DEPED by the Service Provider under this Agreement (including any variations to such services and/or activities as agreed by the parties, save when DEPED may require amendment to the Services), and any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Framework Agreement; |

3. The following documents shall form part of the Agreement and will have the same force and effect as if expressly set out in the body of this Agreement:

    a) The Service Provider's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

    b) Resolution to Award No. _____ dated _____ and its Annexes;

    c) Notice of Award;

    d) Schedule of Requirements;

    e) The Framework Agrrement List and Technical Specifications;

    f) General and Special Conditions of the Contract;

    g) Performance Securing Declaration;

    h) Bid Bulletin Nos. _____;

    i) Call-Offs

**Article II**

## DURATION

The term of this Agreement shall be from _____ to _____ unless sooner revoked by both parties, rescinded by DEPED upon reaching the maximum threshhold on liquidated damages, and/or when the total maximum quantity specified in the Framework Agreement List has been exhausted.

## Article III
## CONSIDERATION

For the consideration of one peso (Php 1.00), the DEPED have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and the Service Provider commits to deliver the goods and performs the services subject to the conditions of the Call-off.

## Article IV
## PERFECTION OF PROCUREMENT CONTRACT

The Framework Agreement being an option contract, a procurement contract is perfected only when the DEPED execises the option to procure any item from the Framework Agreement List through the issuance of a Call-off.

## Article V
## OBLIGATION TO ANSWER A CALL-OFF

Once the DEPED issues a Call-off, the Service Provider is bound to deliver the goods or perform the services idnetified at the same time and date specified in the Call-off.

Failure on the part of the Service Provider to deliver the goods or perform the services shall warrant forfeiture of performance security or performace securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all aother applicable sanctions.

## Article VI
## TERMS AND CONDITIONS

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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

Signed, sealed, delivered by _____ the _____ (for the DEPED)

Signed, sealed, delivered by _____ the _____ (for the Service Provicer)

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

**ACKNOWLEDGMENT**

**BEFORE ME,** a Notary Public in and for _____, Philippines, this _____ day of _____ 2021 personally appeared:

| **NAME** | **GOVERNMENT ISSUED ID** *(Number, Issued On, Issued By)* |
|---|---|
| Department of Education _____ | |

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

The foregoing instrument is a CONTRACT consisting of seven (7) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 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*

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

# BIDDER'S INFORMATION SHEET

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

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

PROJECT NO.: **2021c-ProcMS4(001)-BI-CB-008**
PROJECT: **Procurement of Third-Party Integrated Logistics Service Provider Under A Framework Agreement (Option Contract)**
TOTAL ABC: **PhP671,862,028.50**

*Cost of Bidding Documents –* | *1 Lot* | **PhP 75,000.00**

DATE : _____

GENERAL INFORMATION
FULL NAME OF FIRM/COMPANY: _____
ADDRESS : _____
_____
TEL. NO(S). : _____
FAX NO(S). : _____
EMAIL ADD. : _____

PERSON MANAGING AFFAIRS OF THE FIRM
NAME : _____
POSITION : _____
TEL. NO. : _____
MOBILE NO. : _____

AUTHORIZED REPRESENTATIVE
NAME : _____
POSITION : _____
TEL. NO. : _____
MOBILE NO. : _____

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

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* | |
| ☐ | Bidding Documents | | | |
| ☐ | Annex A | | | |
| ☐ | Annex B | | | |
| ☐ | Annex C | | | |
| ☐ | Annex D | | | |

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

Room M-511, 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

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

*Annex "B"*

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

# ONLINE PRE-BID CONFERENCE FORM

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

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

PROJECT NO.: **2021c-ProcMS4(001)-BI-CB-008**
PROJECT: **Procurement of Third-Party Integrated Logistics Service Provider Under A Framework Agreement (Option Contract)**
TOTAL ABC: **PhP671,862,028.50**

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:

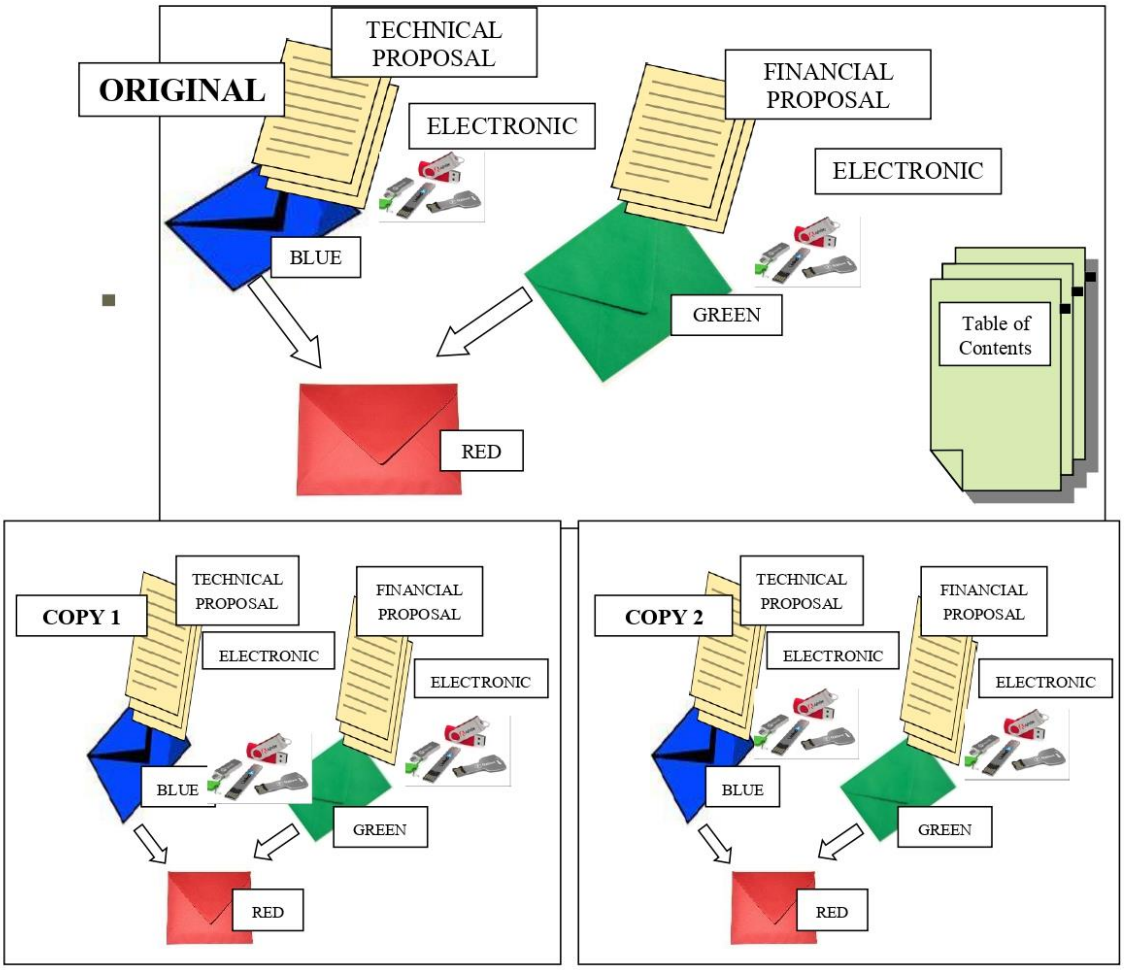
_____
*Name and Signature*

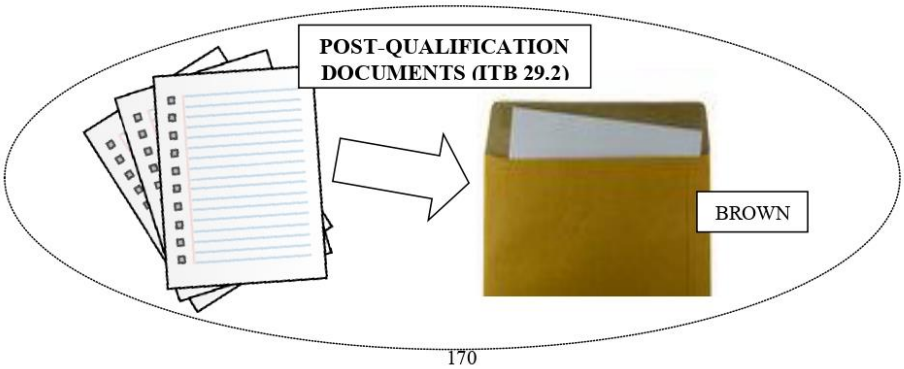
*Notes:*
1. *Prospective bidders who intend to participate are required to communicate with the BAC Secretariat through email at depedcentral.bacsecretariat@deped.gov.ph their confirmation and indicate herein the authorized representative/s on or before the deadline indicated in the Invitation to Bid, Bidding Documents or Bid Bulletin.*
2. *During the videoconferencing, a maximum of two (2) bidder's representative 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 NN of May 23, 2021, the BAC Secretariat Division will send through email the link of the meeting.*

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

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

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ORIGINAL / COPY NO. _____

[BIDDER'S COMPANY NAME]
[COMPANY'S OFFICE ADDRESS]
PUBLIC BIDDING: [PROJECT TITLE]
BIDDING FOR __[no.]__:__[item description]__(if applicable)

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DEPARTMENT OF EDUCATION CENTRAL OFFICE
[VENUE OF BID OPENING]

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

Republic of the Philippines

gppb

Government Procurement Policy Board