

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Supply, Delivery and Administration of Flu Vaccine



Government of the Republic of the Philippines



Administrative Service - Asset Management Division (AS-AMD)

May 2022

2022-AdmS2(003)-BIII-CB-008

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid





**Republic of the Philippines
Department of Education
Procurement Management Service**

KAGAWARAN NG EDUKASYON - REPUBLICA NG PILIPINAS

Bids and Awards Committee III

PROJECT NO.: 2022-Adms2(003)-BIII-CB-008

INVITATION TO BID

FOR THE

Supply, Delivery and Administration of Flu Vaccine

1. The **Department of Education (DepEd)**, through the Government of the Philippines (GOP) under **2022 GASS Funds**, intends to apply the sum of **Philippine Pesos One Million, Nine Hundred Ninety-Five Thousand and 00/100 (PhP1,995,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for **Supply, Delivery and Administration of Flu Vaccine**, detailed as follows:

| ITEM | QUANTITY (unit) | APPROVED BUDGET FOR THE CONTRACT (ABC) in Php |
|-------------|----------------------------|--|
| Flu Vaccine | 1,995 doses | 1,995,000.00 |

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

2. The **DepEd**, through the **Bids and Awards Committee (BAC) III**, now invites bids for the goods and services contemplated in this project and as detailed in the Schedule of Requirements and the table of Technical Specifications indicated in the bidding documents. **Expected completion of delivery of the goods is within twenty-two (22) working days upon the issuance of Notice to Proceed (NTP) at DepEd Central Office, Meralco Avenue, Pasig City.**

Prospective bidder should have completed, within a period of five (5) years immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least twenty-five percent (25%) of the ABC of the lot bid for; OR at least two (2) similar contracts and the total of the aggregated contract amount should be equivalent to at least twenty-five percent (25%) of the ABC of the lot/s bid for; and the largest of these similar contracts must be equivalent to at least twelve and a half percent (12.5%) of the ABC of the lot/s to be bid.



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 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 Five Hundred and 00/100 (PhP500.00)**.

6. The **DepEd** will hold a pre-bid conference for this Project on **June 7, 2022, 10:00 A.M.** at **Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat on or before **9:30 A.M. of June 20, 2022 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 20, 2022, 10:00 A.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
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 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Lauro L. Roberto, Jr.

Senior Technical Assistant II
Procurement Management Service - BAC Secretariat Division
Rm. M-511, 5th Floor, Mabini Bldg.
DepEd Central Office Complex Meralco Avenue, Pasig City
Telephone Nos. 8636-6542 or 8633-9343
Email address: depedcentral.bacsecretariat@deped.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

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

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

May 31, 2022

(SGD.)
TONISITO M.C. UMALI, Esq., CESO I
Undersecretary and Chairperson



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd)**, through its **Administrative Service- Asset Management Division (AS-AMD)** wishes to receive Bids for the project: **Supply, Delivery and Administration of Flu Vaccine**, with project identification number **2022-Adms2(003)-BIII-CB-008**

The Procurement Project (referred to herein as “Project”) is composed of **one (1) Lot**, as described in the **Section I (Invitation to Bid), Section VI (Schedule of Requirements)**, and **Section VII (Technical Specifications)**.

2. Funding Information

2.1. The GOP, through the source of funding as indicated below, for GAA 2021, in the amount **Philippine Pesos One Million, Nine Hundred, Ninety-Five Thousand and 00/100 (PhP1,995,000.00)**.

2.2. The source of funding is the General Appropriations Act 2022 under **FY 2022 GASS Funds**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder should have completed Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least twenty-five percent (25%) of the ABC of the lot bid for; OR at least two (2) similar contracts, the aggregate amount of which, adjusted to current prices using the PSA's CPI, must be twenty-five percent (25%) of the ABC for each of the lot and the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e. 12.5% of the ABC).
- 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 **NOT** subcontract portions of the Project.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within a period of ten (10) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for **120 calendar days** reckoned from the date of the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at the physical address 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' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. The Project does not allow partial bids. Bidders shall submit a proposal on the entirety of the project, 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 included in **Section VII (Technical Specifications)**. The NFCC must be sufficient for the ABC of the project.
- 19.4. The Project shall be awarded as one (1) contract for one (1) lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, must be sufficient for the ABC of the project. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | | | | | | | | | | | |
|-------------|--|--|---|--|--|--|--|-------------|--------------|-----------|-----------|
| 5 | <p>For the purpose of the track-record requirement, contracts similar to the Project shall refer to the “Supply, Delivery and Administration of Vaccines”</p> <p>For this purpose, 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.</p> | | | | | | | | | | |
| 7.1 (b) | <p>Subcontract</p> <p>Subcontracting is not allowed</p> | | | | | | | | | | |
| 9 | <p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity’s address is:</p> <p style="margin-left: 40px;">The Chairperson <i>Bids and Awards Committee (BAC) III</i> <i>c/o Procurement Management Service-BAC Secretariat Division</i> <i>Rm. M-511, 5th Floor, Mabini Bldg.</i> <i>DepEd Central Office Complex Meralco Avenue, Pasig City</i> <i>Telephone Nos. 8636-6542 or 8633-9343</i> <i>Email address: depedcentral.bacsecretariat@deped.gov.ph</i></p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity’s website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p> | | | | | | | | | | |
| 12 | The price of the Goods shall be quoted Delivered Duties Paid (DDP) . | | | | | | | | | | |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 30%;">Description</th> <th rowspan="2" style="width: 20%;">Cost Breakdown of the Approved Budget for the Contract (ABC) Php</th> <th colspan="2" style="width: 50%;">Bid Security Form & Amount (if other than Bid Securing Declaration)</th> </tr> <tr> <th style="width: 25%;">2% of ABC (if bid security is in cash, cashier’s/ manager’s check, bank draft/ guarantee or irrevocable letter of credit)</th> <th style="width: 25%;">5% of ABC (if bid security is in Surety Bond)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Flu Vaccine</td> <td style="text-align: center;">1,995,000.00</td> <td style="text-align: center;">39,000.00</td> <td style="text-align: center;">99,750.00</td> </tr> </tbody> </table> | Description | Cost Breakdown of the Approved Budget for the Contract (ABC) Php | Bid Security Form & Amount (if other than Bid Securing Declaration) | | 2% of ABC (if bid security is in cash, cashier’s/ manager’s check, bank draft/ guarantee or irrevocable letter of credit) | 5% of ABC (if bid security is in Surety Bond) | Flu Vaccine | 1,995,000.00 | 39,000.00 | 99,750.00 |
| Description | Cost Breakdown of the Approved Budget for the Contract (ABC) Php | | | Bid Security Form & Amount (if other than Bid Securing Declaration) | | | | | | | |
| | | 2% of ABC (if bid security is in cash, cashier’s/ manager’s check, bank draft/ guarantee or irrevocable letter of credit) | 5% of ABC (if bid security is in Surety Bond) | | | | | | | | |
| Flu Vaccine | 1,995,000.00 | 39,000.00 | 99,750.00 | | | | | | | | |



| | |
|------|--|
| 14.2 | <p>Bid Securities, other than a Bid Securing Declaration, shall be turned-over to the DepEd Cash Division for custody. The Bid Securing Declaration shall be for the custody of the BAC Secretariat.</p> <p>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 of the document.</p> |
| 15 | <p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked “ORIGINAL – TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL – FINANCIAL COMPONENT.” In addition, the Bidders shall submit a copy of each of the Technical Component and the Financial Component (hard and soft copies) of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids.</p> <p>In the event of any discrepancy between the original and the copy, the original shall prevail.</p> <p>Original copies of the Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).</p> <p>To facilitate the receipt and classification of bid envelopes, outer envelopes shall be color RED, inner envelope containing Technical Proposal shall be color Blue and inner envelope containing Financial Proposal shall be color Green.</p> <p>Soft copy (in Microsoft Excel format) of the price schedule is requested to be submitted (in flash drive or any external drive) together with the financial proposal.</p> <p>Post qualification documents may be submitted during the bidding but this does not disqualify bidders who will not submit post qualification documents during bid submission.</p> <p>Note: Each Bidder shall submit three (3) paper copies of its bid.</p> <p>Unsealed or unmarked bid envelopes, 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 misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p> <p>Online submission of bids is not allowed.</p> |

| | |
|-------------|---|
| <p>19.5</p> | <p>The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="text-align: center;"><i>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, coinciding with the lot or aggregate of lots bid for.</i></p> <p>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.</p> <p>For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards. (23.5.1.4a)</p> <p>If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC of the lot/s bid for: 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.</p> <p>In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the LOCAL LEAD PARTNER, <u>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.</u></p> <p>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.</p> <p>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.</p> |
| <p>20.2</p> | <p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <p>a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;</p> <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p> |



- b. Certificate of Product Registration from Philippine FDA; and
- c. Other appropriate licenses and permits required by law and stated in this **BDS**.

During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:

- a. Documents to verify or support its Statement of On-going and/or Statement identifying its Completed Contracts which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.
- b. Original copy of the submitted eligibility, technical and financial documents during bid opening.

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.

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.

The envelope shall be placed in a brown envelope and marked:

ITB 20.2 Documents

Name of Project: _____

Bid Opening Date: _____

Name of Bidder: _____

Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.

In addition to the documentary requirements to be submitted during post-qualification as provided under ITB Clause 20.2 (a) to (d), the bidder/s having the Lowest Calculated Bid/s shall submit three (3) samples of Flu Vaccines based on the technical specifications as indicated in Section VII. Technical Specifications.



| | |
|------|---|
| | The Technical Working Group (TWG) shall evaluate the said samples to determine compliance with the required technical specifications. Failure to comply thereto shall be a ground for post-disqualification. There will be no replacement of failed samples and samples will not form part of the delivery. |
| 21.1 | No additional document |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 As may be applicable, 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 | |
|------------|---|
| 1 | <p>Delivery and Documents –</p> <p>Risk and title to the Goods shall pass from the Supplier to the DepEd upon receipt and final acceptance of the Goods at the designated delivery site (DepEd Central Office).</p> <p>The Goods and Services shall conform to and comply with the Standards mentioned in Sec. VI Schedule of Requirements and Sec. VII Technical Specifications of the bidding documents.</p> <p>Upon delivery of the Goods to the Delivery Site, the Supplier shall notify DepEd thru AMD and present the following documents:</p> <ol style="list-style-type: none"> i. Original and four copies of the Supplier’s invoice showing Goods’ / services’ description, quantity, unit price, and total amount; ii. Original and four copies of the Manufacturer’s and/or Supplier’s Warranty Certificate, where applicable; iii. Original (white copy) and scanned copy stored in CD/DVD/Flash Drive of the pre-numbered Inspection and Acceptance Report (IAR) and Delivery Receipt (DR) detailing number and description of items received and duly signed and dated by the Authorized Receiving Personnel (ARP). <p>For purposes of this Clause the DepEd’s Representative at the delivery Site: <u>DepEd Central Office – MR. ARVIN VENEZUELA, for the End-User Unit, and MR. ALBERT C. ALANO, for the Inspectorate Team.</u></p> <p>In case the Supplier encounters conditions impeding timely delivery of the Goods, it must promptly notify DepEd in writing of such conditions.</p> <p>Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. The Supplier must provide sufficient proof to support any request for work suspension and/or contract period extension.</p> <p>Packaging –</p> <p>As may be applicable for Goods to be delivered, the Supplier 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, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> |



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

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

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

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

Transportation –

Transport of the Goods shall be arranged by the Supplier, and related costs shall be included in the contract price.

DepEd accepts no liability for the damage of Goods during transit. Risk and title shall not be deemed to have passed to DepEd until its receipt and final acceptance at the final destination, through its authorized receiving personnel.

Intellectual Property Rights –

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

2.2

Schedule of Payment:

Supplier may submit a request for payment based on the Progress Reports which shall be attached to the progress billing and include the following:

- (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract;
- (ii) duly signed Delivery Receipts; and
- (iii) Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized DepEd

| | |
|---|--|
| | <p>representative, that the items have been delivered and/or properly installed and commissioned in accordance with the contract.</p> <p>(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user [Administrative Service- Asset Management Division (AS-AMD)] and the Contract Management Division of the Procurement Service, Central Office.</p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the delivery site and upon submission of documents under this contract shall be as follows:</p> <p>Advance Payment</p> <p>An advance payment of fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable letter of credit or bank guarantee of an equivalent amount must be submitted, and shall remain valid until the Goods are delivered, and accompanied by a claim for advance payment.</p> <p>For the initial progress payment, a minimum of 25% of the Contract Price shall be paid to the Supplier upon a minimum of 25% delivery and acceptance of Goods at the delivery site, and administration of vaccines.</p> <p>Final payment shall constitute release of the retention money in case of expiry of the warranty period, or in case of use in part of the retention money by reason of a call upon the warranty, the final payment shall constitute the release of the balance amount.</p> <p>All progress payments shall first be charged against the advance payment until the latter have been fully recouped.</p> |
| 3 | <p>Performance Security</p> <p>The Performance Security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The Supplier 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.</p> <p>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 material information or feature of the document.</p> |

| | |
|---|--|
| 4 | <p>Inspection</p> <p>Where applicable for goods to be delivered, pre-delivery inspections and tests shall be conducted by DepEd thru the duly designated Inspectorate Team. The said inspections and tests shall be made upon notice to the DepEd of the readiness of the goods for inspection and testing.</p> |
| 5 | <p>Warranty</p> <p>A comprehensive and onsite warranty for six (6) months for the procured items will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered Goods have been duly inspected and accepted (i.e. final acceptance).</p> <p>The obligation for the warranty shall be covered by retention money in an amount equivalent to one percent (1%) of every progress payment or a special bank guarantee equivalent to one percent (1%) of the Contract Price.</p> <p>The Supplier shall immediately replace all vaccines delivered to DepEd bearing an expiration earlier than 1 December 2022.</p> <p>The Supplier shall provide replacement of all vaccines found to have damaged or broken packaging prior to the acceptance of the procuring agency.</p> <p>In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.</p> <p>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.</p> |

Section VI. Schedule of Requirements

A. List/Description of Goods /Services

A.1 The delivery schedule expressed below stipulates the date of delivery to the project site.

| Item | Quantity (unit) | Contract Duration |
|-------------|------------------------|---|
| Flu Vaccine | 1,995 | Twenty-two (22) working days upon receipt of NTP. |

B. Delivery Schedule

Complete delivery shall be made **twenty-two (22) working days** upon receipt of **Notice to Proceed (NTP)** in coordination with **DepEd Administrative Service-Asset Management Division (AS-AMD)**.

C. Delivery Site

Goods and Services shall be delivered to **DepEd Central Office, Meralco Avenue, Pasig City**.

The DepEd Medical Team shall administer the vaccines to the employees at the DepEd Central Office on the following schedule:



DepEd Central Office Flu Vaccination Schedule

| BATCH | ORGANIZATIONAL STRAND | No. of Personnel |
|--|---|-----------------------------------|
| 1 | Office of the Secretary (OSEC) | 199 |
| | OFFICE OF THE SECRETARY - PROPER | 142 |
| | TEACHER EDUCATION COUNCIL SECRETARIAT | 5 |
| | LITERACY COORDINATING COUNCIL (LCC) | 11 |
| | INTERNAL AUDIT SERVICE | 16 |
| | OFFICE OF THE DIRECTOR - IAS | 6 |
| | FINANCIAL AUDIT DIVISION | 5 |
| | OPERATIONS AUDIT DIVISION | 6 |
| | BUFFER | 8 |
| | 2 | Curriculum and Instruction |
| OFFICE OF THE UNDERSECRETARY FOR CURRICULUM AND INSTRUCTION | | 3 |
| OFFICE OF THE ASSISTANT SECRETARY FOR CURRICULUM AND INSTRUCTION | | 2 |
| OFFICE OF THE ASSISTANT SECRETARY - ALTERNATIVE LEARNING SYSTEM (ALS) PROGRAM AND TASK FORCE | | 4 |
| OFFICE OF THE DIRECTOR - NEAP | | 8 |
| PROFESSIONAL DEVELOPMENT DIVISION | | 18 |
| QUALITY ASSURANCE DIVISION | | 18 |
| OFFICE OF THE DIRECTOR - BCD | | 8 |
| CURRICULUM STANDARDS DEVELOPMENT DIVISION | | 42 |
| SPECIAL CURRICULAR PROGRAMS DIVISION | | 29 |
| OFFICE OF THE DIRECTOR - BLD | | 7 |
| TEACHING AND LEARNING DIVISION | | 50 |
| STUDENT INCLUSION DIVISION | | 36 |
| OFFICE OF THE DIRECTOR - BEA | | 6 |
| EDUCATION ASSESSMENT DIVISION | | 21 |
| EDUCATION RESEARCH DIVISION | | 18 |
| OFFICE OF THE DIRECTOR - BLR | | 12 |
| LEARNING RESOURCES PRODUCTION DIVISION | | 60 |
| LEARNING RESOURCES QUALITY ASSURANCE DIVISION | | 22 |
| 3 | | Finance and Administration |
| | OFFICE OF THE UNDERSECRETARY FOR FINANCE | 19 |
| | OFFICE OF THE UNDERSECRETARY FOR ADMINISTRATION | 30 |
| | OFFICE OF THE ASSISTANT SECRETARY FOR FINANCE | 9 |
| | OFFICE OF THE ASSISTANT SECRETARY FOR ADMINISTRATION AND PROCUREMENT MANAGEMENT SERVICE | 17 |
| | OFFICE OF THE DIRECTOR - AS | 13 |
| | ASSET MANAGEMENT DIVISION | 22 |
| | CASH DIVISION | 12 |
| | EDUCATION FACILITIES DIVISION - CO | 19 |
| | GENERAL SERVICES DIVISION | 328 |
| | RECORDS DIVISION | 18 |
| | DISASTER RISK REDUCTION AND MANAGEMENT SERVICE | 8 |
| | OFFICE OF THE DIRECTOR - FS | 4 |
| | ACCOUNTING DIVISION | 58 |
| | BUDGET DIVISION | 26 |
| | EMPLOYEE ACCOUNT MANAGEMENT DIVISION | 11 |
| | OFFICE OF THE DIRECTOR - ICTS | 18 |
| | SOLUTIONS DEVELOPMENT DIVISION | 15 |
| | TECHNOLOGY INFRASTRUCTURE DIVISION | 28 |
| | USER SUPPORT DIVISION | 27 |
| | OFFICE OF THE DIRECTOR - PROC S | 8 |
| | PROCUREMENT PLANNING AND MANAGEMENT DIVISION | 16 |
| | CONTRACT MANAGEMENT DIVISION | 10 |
| | BAC SECRETARIAT DIVISION | 33 |
| | OFFICE OF THE DIRECTOR - BLSS | 10 |
| | SCHOOL HEALTH DIVISION | 25 |
| | SCHOOLS SPORTS DIVISION | 22 |
| | YOUTH FORMATION DIVISION | 13 |

| BATCH | ORGANIZATIONAL STRAND | No. of Personnel |
|--------------|---|------------------|
| 4 | Governance and Operations | 210 |
| | OFFICE OF THE UNDERSECRETARY FOR FIELD OPERATIONS, PALARONG PAMBANSA AND DEACO | 23 |
| | OFFICE OF THE DIRECTOR - BHRD | 11 |
| | EMPLOYEE WELFARE DIVISION | 10 |
| | HUMAN RESOURCE DEVELOPMENT DIVISION | 15 |
| | ORGANIZATION EFFECTIVENESS DIVISION | 13 |
| | SCHOOL EFFECTIVENESS DIVISION | 10 |
| | PERSONNEL DIVISION | 28 |
| | BUFFER | 100 |
| 5 | Legal and Legislative Service | 179 |
| | OFFICE OF THE UNDERSECRETARY FOR LEGISLATIVE LIASON OFFICE | 19 |
| | OFFICE OF THE UNDERSECRETARY FOR LEGAL AFFAIRS | 8 |
| | OFFICE OF THE ASSISTANT SECRETARY FOR LEGAL AFFAIRS | 7 |
| | OFFICE OF THE DIRECTOR - LS | 7 |
| | INVESTIGATION DIVISION | 14 |
| | LEGAL DIVISION | 19 |
| | SITES TITLING OFFICE | 5 |
| | BUFFER | 100 |
| 6 | Strategic Management | 224 |
| | OFFICE OF UNDERSECRETARY FOR PLANNING SERVICE AND HUMAN RESOURCE AND ORGANIZATIONAL DEVELOPMENT | 8 |
| | OFFICE OF THE DIRECTOR - P5 | 6 |
| | POLICY RESEARCH AND DEVELOPMENT DIVISION | 17 |
| | PLANNING AND PROGRAMMING DIVISION | 24 |
| | EDUCATION MANAGEMENT INFORMATION SYSTEM DIVISION | 18 |
| | OFFICE OF THE DIRECTOR - PAS | 14 |
| | COMMUNICATIONS DIVISION | 22 |
| | PUBLICATIONS DIVISION | 20 |
| | OFFICE OF THE DIRECTOR - PMS | 4 |
| | PROJECT DEVELOPMENT DIVISION | 12 |
| | PROJECT MANAGEMENT DIVISION | 21 |
| | EXTERNAL PARTNERSHIPS SERVICE | 8 |
| | BUFFER | 50 |
| TOTAL | | 1995 |

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

Technical Specifications

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

General Specification

| No. | Specification | STATEMENT OF COMPLIANCE (State Comply or Not Comply) | BIDDER’S ACTUAL OFFER |
|-----|---|---|-----------------------|
| 1 | With Certificate of Product Registration from Philippine FDA | | |
| 2 | Vaccines shall have at least minimum shelf life of six (6) months from date of delivery | | |
| 3 | Must be branded | | |
| 4 | Must be properly packed | | |

Detailed Technical Specifications:

| Lot No. | Specification | STATEMENT OF COMPLIANCE (State Comply or Not Comply) | BIDDER'S ACTUAL OFFER |
|----------------|---|--|------------------------------|
| 1 | <p>Flu Vaccine</p> <p>Generic Name: Quadrivalent Influenza Vaccine (Type A & B Subvirion, inactivated)</p> <p>Dosage: 0.5ml</p> <p>Packaging: (Single dose) Type 1 pre-filled glass syringe</p> | | |

I. General Requirements:

1. Delivery of vaccines to DepEd Central Office. Supplier must prepare vaccines within fifteen (15) days upon receipt of Notice to Proceed and must coordinate with the DepEd CO regarding and implementation schedule.
2. Cold Chain Storage during delivery and administration must be maintained.
3. Vaccinators will be provided by the supplier. They must be licensed health practitioners trained on vaccination and should be under the supervision of a physician. The Supplier shall engage a sufficient number of nurses and physician to be able to administer the vaccine to 15 to 16 DepEd employees per hour.
4. Supplier must submit photocopies of the PRC licenses of their vaccinators and physicians a week before the implementation of the vaccination.
5. Supplier must be FDA accredited. All vaccines should have Certificates of Product Registration from the FDA.
6. Supplier must provide individual immunization record card for each employee.
7. All materials (Ref thermometer, etc.), medical supplies (alcohol, cotton balls, syringe, etc.) and other necessary paraphernalia for the vaccination shall be provided by the supplier.
8. Supplier is responsible for the disposal of all used materials and articles, especially the needles and syringes.
9. The Supplier and its medical team shall conduct the administration of vaccines for a maximum of (8) hours per day, from 8:00AM to 5:00PM. All personnel of the medical team must be in proper attire and protective gear



(i.e. surgical gloves and/or face masks) during the administration of vaccines. They shall also wear their company ID for proper identification.

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Supply, Delivery and Administration of Flu Vaccine.**

**Name and Signature
of Authorized Representative**



Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

| Documents | Conditions / Remarks | Pass | Fail |
|--|---------------------------------|-------------|-------------|
| (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); | | | |

Technical Documents

| | | | |
|---|--|--|--|
| (b) 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; | | | |
| (c) 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; | | | |

| | | | |
|--|--|--|--|
| (d) 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; | | | |
| (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; | | | |
| (f) Original duly signed Omnibus Sworn Statement (OSS); and | | | |
| (g) 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

| | | | |
|---|--|--|--|
| (h) 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

| | | | |
|---|--|--|--|
| (i) 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. <i>(If applicable)</i> | | | |
|---|--|--|--|

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



| | | | |
|--|--|--|--|
| (j) <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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. | | | |
| (k) 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). | | | |



List of all Ongoing Government & Private Contracts including contracts awarded *BUT* not yet started

Business Name : _____

Business Address : _____

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

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

Submitted by: _____

Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____



STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name : _____

Business Address : _____

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

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

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

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

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____



JOINT VENTURE AGREEMENT FORM

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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



SIGNED IN THE PRESENCE OF:

Witness

Witness

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

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

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

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

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

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

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

NOTARY PUBLIC
Until December 31, 20__

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



NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

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

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

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

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

NFCC = P _____

K = 15 regardless of contract duration

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

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



Bid Security (Bank Guarantee) Form

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

DATE _____
WITNESS _____

SIGNATURE OF THE BANK _____
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
 - d. 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

Project _____ Date: _____
Identification _____ No.: _____

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

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

If our Bid is accepted, we undertake:

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

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

Name and address Amount and Purpose of Agent Currency Commission or gratuity

(if none, state "None")

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

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



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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____



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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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



Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:



Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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



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

[Jurat]

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



Performance Security (Bank Guarantee) Form

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

Attention: The Chairperson
Bids and Awards Committee

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

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

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

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

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

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

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____





PROJECT: Supply, Delivery and Administration of Flu Vaccine

CONTRACT NO.: 2022-Adms2(003)-BIII-CB-0__

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2022 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its _____, _____, as per Department Order No. 023, s. 2021, (hereinafter referred to as “**DEPED**”); and _____ represented herein by its _____, _____, with office address at _____, Philippines (hereinafter referred to as “_____”).

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

WHEREAS, DEPED invited bids for the supply, delivery, and administration of vaccines with contract duration of **fifteen (15) calendar days**, consisting of **two (2) lots**, and received bids from ____ (__) bidders; **DEPED** opened, read, and evaluated the bids of the ____ (__) bidders and declared _____ as having the lowest calculated bid for the above-captioned project; after evaluation, **DEPED** post-qualified and declared the bid of _____ as the lowest calculated responsive bid in the sum of **PHILIPPINE PESOS _____ MILLION, _____ THOUSAND, _____ and 00/100 (PhP _____) ONLY**, (hereinafter called the “Contract Price”) detailed as follows:

| DESCRIPTION | ITEMS | QUANTITY (unit) | Amount (Php) |
|--|--------------|------------------------|---------------------|
| Supply, Delivery and Administration of Flu Vaccine | Flu Vaccines | 1,995 pcs. | |

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBD);
 - a. Schedule of Requirements;



- b. Technical Specifications;
 - c. General and Special Conditions of the Contract; and
 - d. Bid Bulletin No. 1 dated _____.
- ii. _____'s bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and _____'s conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. _____ agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.
3. The Goods –shall be delivered and Services shall be rendered within **FIFTEEN (15) CALENDAR DAYS** from receipt of the Notice to Proceed or as may be indicated in the Notice to Proceed. Risk and title to the Goods shall not be deemed to have passed to **DEPED** until its receipt and final acceptance at the **DepEd Central Office;**
4. _____ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that _____ is in default of any of its obligation under this contract. _____ shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.
5. The Goods contemplated under this Contract should conform to the standards mentioned in Section VI. Schedule of Requirements and comply with the following final specifications:

| Specifications |
|----------------------------|
| Flu Vaccine |

Any proposal to deliver items of equivalent, higher or superior technical specifications, in lieu of those of the approved bids or samples shall be discretionary to **DEPED** and is subject to the evaluation and recommendation of the end-user or implementing units and the approval of the herein authorized representative and signatory.

6. Goods with defects or non-compliant with the required specifications shall be rejected by **DEPED** and replaced by _____. _____ shall immediately replace all vaccines delivered to **DEPED** bearing an expiration earlier than 1 December 2022, and found to have damaged or broken packaging



prior to the acceptance of **DEPED**. **DEPED** shall have the option to inspect _____'s premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess _____'s capacity to discharge its contractual obligations.

7. The Goods contemplated under this Contract shall be inspected by **DEPED** Inspectorate Team duly constituted for this Project prior to delivery to DepEd Central Office in accordance with the provisions of the Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the bidding documents.
8. _____ shall deliver the Goods and render the required Services to the delivery site – DepEd Central Office, Meralco Avenue, Pasig City. Goods delivered to sites other than the designated delivery site without **DEPED's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel, may be a cause for the termination of the Contract.
9. In case _____ encounters condition(s) impeding timely delivery of the goods, _____ shall promptly notify **DEPED** in writing of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. _____ must provide sufficient proof to support any request for work suspension and/or contract period extension.
10. The Contract Price shall be paid to _____ in accordance with the following disbursement procedures:
 - 10.1 An advance payment not to exceed fifteen percent (15%) of the Contract Price shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.
 - 10.2 _____ may submit a request for payment based on Progress Reports which shall be attached to the progress billing and include (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract; (ii) duly signed Delivery Receipts; and, (iii) Inspection and Acceptance Reports (IARs), including certification by _____, duly signed and dated by the authorized representative of the **DEPED** indicating that the items have been delivered in accordance with the Contract. Other documents in support of a request for payment may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.
 - 10.3 Subject to recoupment of the advance payment contemplated in Clause 10.1. above, payment shall be made to _____ within sixty (60) days from submission of the documents specified in SCC Clause 2.2



and other documents as may be prescribed by **DEPED**, in the following manner:

10.3.1. For initial progress payment, a minimum of 25% of the Contract Price shall be paid to _____ upon a minimum of 25% delivery and acceptance of the Goods, and administration of vaccines;

10.3.2. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or in case of use in part of the retention money by reason of a call upon the warranty, the final payment shall constitute the release of the balance amount.

Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee in the amount equal to at least one percent (1%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.

11. _____ shall be liable for liquidated damages for the delay in delivery of Goods in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed Goods scheduled for delivery, for every day of delay until such Goods are finally delivered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to _____, or collect from any of the securities or warranties posted by _____, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
12. _____ and its employees, as agents of **DEPED**, shall uphold strict confidentiality of any information relating to this Contract. _____ shall hold Proprietary Information in strict confidence. _____ agrees not to reproduce, transcribe or disclose Proprietary Information to third parties without prior written approval of **DEPED**.
13. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the Parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the Parties may agree in writing to resort to other alternative modes of dispute resolution.

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

SIGNED, SEALED AND DELIVERED BY:



Department of Education

SIGNED IN THE PRESENCE OF:

DEPED's Witness

's Witness

APPROVED BY:

Department of Education

CERTIFIED FUNDS AVAILABLE:

Chief Accountant

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of _____ 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

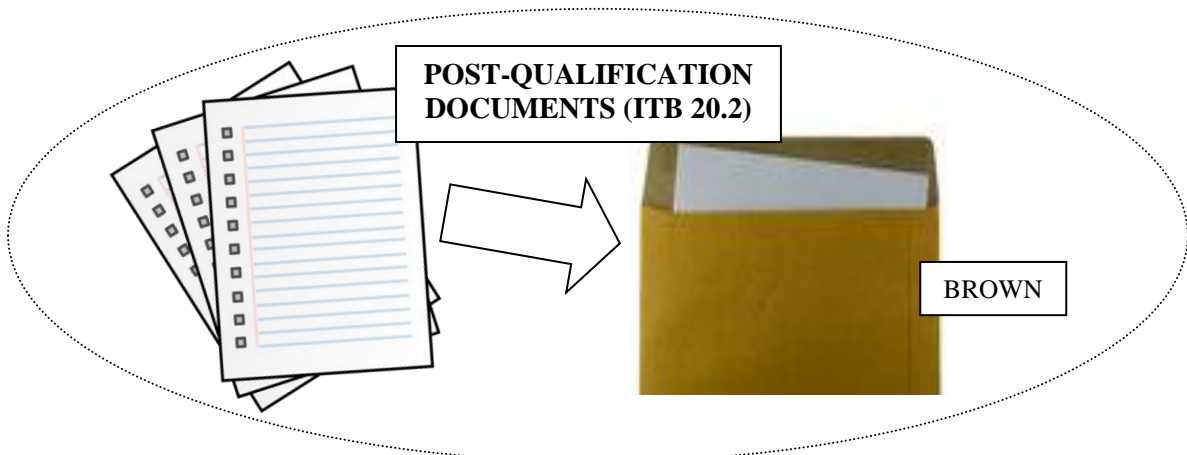
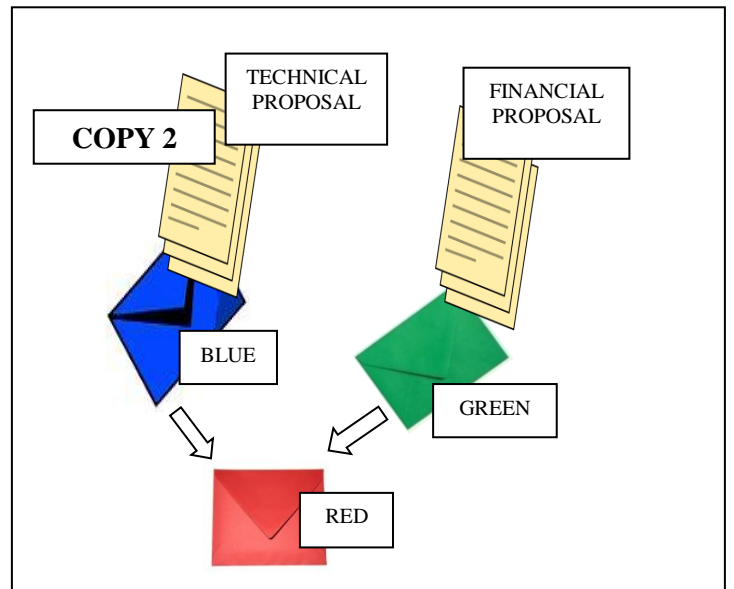
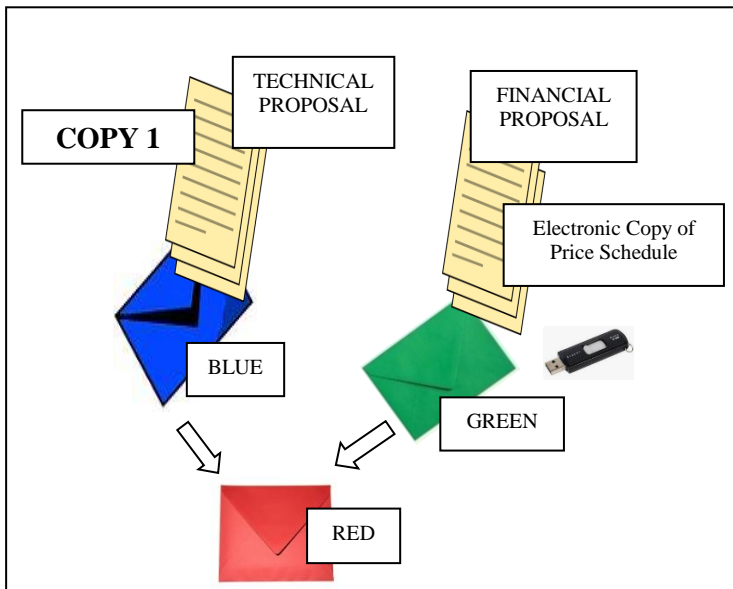
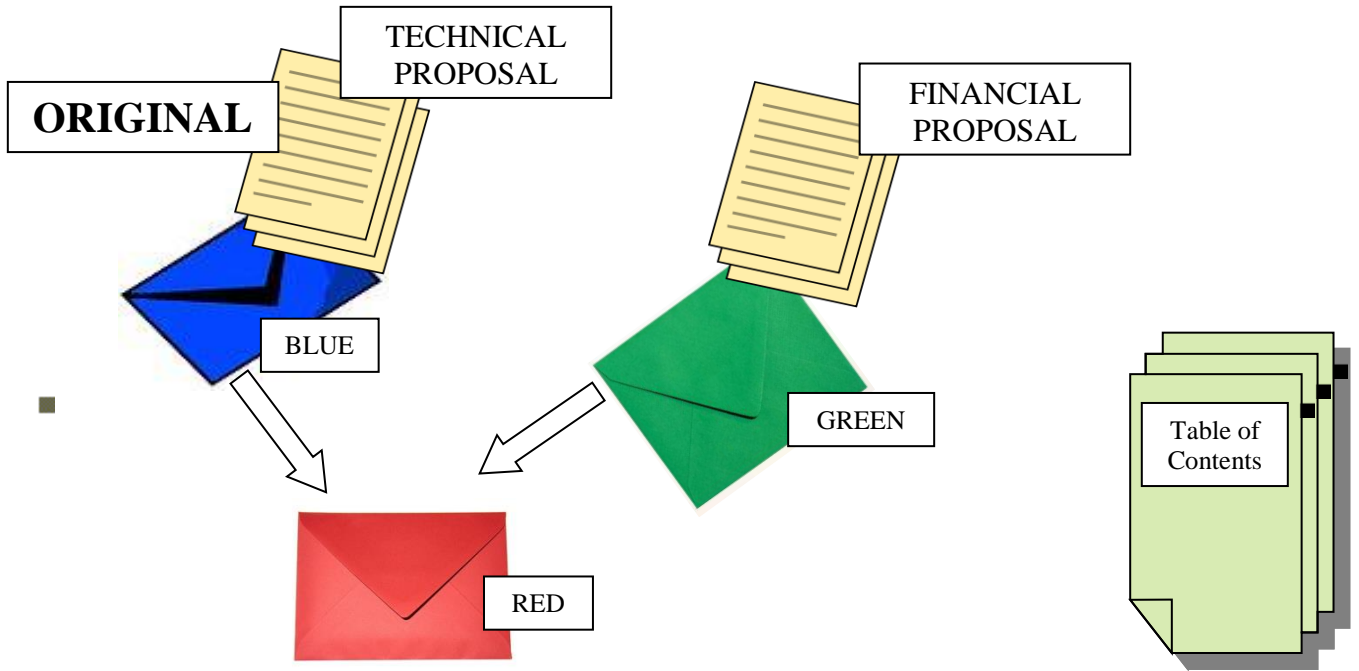
[name of bank or financial institution]

[address]

[date]



SEALING AND MARKING OF BIDS



ORIGINAL / COPY NO. _____

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

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

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



