

# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

## **Procurement of Printing and Delivery of SHS LRs Textbooks/ Instructional Materials for Lot Nos.:**

- 1) Philippine Politics and Governance TX & TM;
- 2) Discipline and Ideas in the Applied Social Sciences TX & TM;
- 3) Trends, Networks and Critical Thinking in the 21st Century TX & TM;
- 4) Creative Writing TX & TM;
- 5) Business Finance and
- 6) Preventive Drug Education Resource Materials

**Government of the Republic of the Philippines**

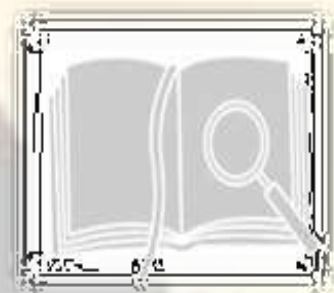


**Bureau of Learning Resources – Learning Resources Production Division**



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**2022c-BLR2(012to017)-BIII-CB-013**



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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**

2022c-BLR2(012to017)-BIII-CB-013

**Bids and Awards Committee III**

**PROJECT NO.: 2022c-BLR2(012to017)-BIII-CB-013**

**INVITATION TO BID**

FOR THE

**Procurement of Textbooks/ Instructional Materials:**

**1)** Printing and Delivery of SHS LR<sup>s</sup> - Philippine Politics and Governance TX & TM; **2)** Printing and Delivery of SHS LR<sup>s</sup> - Discipline and Ideas in the Applied Social Sciences TX & TM; **3)** Printing and Delivery of SHS LR<sup>s</sup> – Trends, Networks and Critical Thinking in the 21st Century TX & TM; **4)** Printing and Delivery of SHS LR<sup>s</sup> - Creative Writing TX & TM; **5)** Printing and Delivery of SHS LR<sup>s</sup> – Business Finance and **6)** Printing and Delivery of Preventive Drug Education Resource Materials

- The **Department of Education (DepEd)**, through the *Government of the Philippines (GOP) under FY 2021 IMS Continuing Funds*, intends to apply the sum of **Philippine Pesos Ninety-Six Million, Five Hundred Three Thousand, Nine Hundred Forty-Six and 00/100 (Php96,503,946.00)**, being the aggregate Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Textbooks/ Instructional Materials**: broken down to six (6) lots, to wit: **1)** Printing and Delivery of SHS LR<sup>s</sup> - Philippine Politics and Governance TX & TM; **2)** Printing and Delivery of SHS LR<sup>s</sup> - Discipline and Ideas in the Applied Social Sciences TX & TM; **3)** Printing and Delivery of SHS LR<sup>s</sup> – Trends, Networks and Critical Thinking in the 21st Century TX & TM; **4)** Printing and Delivery of SHS LR<sup>s</sup> - Creative Writing TX & TM; **5)** Printing and Delivery of SHS LR<sup>s</sup> – Business Finance and **6)** Printing and Delivery of Preventive Drug Education Resource Materials:

<b>Lot No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Approved Budget for the Contract (ABC) In Php</b>
<b>1</b>	Printing and Delivery of SHS LR <sup>s</sup> - Philippine Politics and Governance TX & TM	403,885 copies TX 10,093 copies TM	17,062,773.00
<b>2</b>	Printing and Delivery of SHS LR <sup>s</sup> - Discipline and Ideas in the Applied Social Sciences TX & TM	403,885 copies TX 10,093 copies TM	21,751,878.00

<b>3</b>	Printing and Delivery of SHS LRs - Trends, Networks and Critical Thinking in the 21st Century TX & TM	403,885 copies TX  10,093 copies TM	24,436,641.00
<b>4</b>	Printing and Delivery of SHS LRs - Creative Writing TX & TM	403,885 copies TX  10,093 copies TM	23,882,857.00
<b>5</b>	Printing and Delivery of SHS LRs – Business Finance TX & TM	80,991 copies TX  2,023 copies TM	4,132,266.00
<b>6</b>	Printing and Delivery of Preventive Drug Education Resource Materials	131,135 copies	5,237,531.00
<b>Total</b>			<b>96,503,946.00</b>

Bids received in excess of the ABC for each lot 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, as detailed in the Schedule of Requirements and the table of Technical Specifications indicated in the bidding documents. ***Expected completion of delivery of the goods is within thirty (30) calendar days upon the issuance of Notice to Proceed (NTP) at DepEd Central Office Warehouse (Taguig Warehouse), National Nutrition Council Compound, 2232 Chino Roces Ave Ext., Taguig City.***

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

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 grants similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **DepEd Procurement**



**Management Service at Telephone Nos. 8636-6542 or 8633-9343 and inspect the Bidding Documents at the address given below from Monday to Friday from 8:00am to 5:00pm.**

5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:
- a. A complete set of Bidding Documents may be acquired by interested Bidders from the **DepEd Procurement Management Service, Room M-511, 5th Floor, Mabini Building, DepEd Central Office Complex, Meralco Avenue, Pasig City**, upon accomplishing a bidder's information sheet and payment of a non-refundable fee for the Bidding Documents to the **DepEd Cashier**.

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

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

Amount of Bidding Documents shall be ***as follows:***

Lot No.	Bidding Documents Fee (In Php)
1	9,000.00
2	11,200.00
3	12,600.00
4	12,300.00
5	2,100.00
6	2,800.00
<b>Total</b>	<b>50,000.00</b>

6. The **DepEd** will hold a pre-bid conference for this Project on **October 6, 2022, 9:00 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 **9:00 A.M. of October 18, 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 **October 18, 2022, 9:30 A.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Only one (1) representative per bidder will be allowed entry into the premises.

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

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

**LAURO L. ROBERTO, JR.**

Senior Technical Assistant II

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](mailto: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>**

*September 29, 2022*

Sgd. **JOSE ERNESTO B. GAVIOLA**  
***Undersecretary and Chairperson***

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd)**, through its **Bureau of Learning Resources – Learning Resources Production Division (BLR-LRPD)** wishes to receive Bids for the **Procurement of Textbooks/ Instructional Materials: 1) Printing and Delivery of SHS LRs - Philippine Politics and Governance TX & TM; 2) Printing and Delivery of SHS LRs - Discipline and Ideas in the Applied Social Sciences TX & TM; 3) Printing and Delivery of SHS LRs – Trends, Networks and Critical Thinking in the 21st Century TX & TM; 4) Printing and Delivery of SHS LRs - Creative Writing TX & TM; 5) Printing and Delivery of SHS LRs – Business Finance and 6) Printing and Delivery of Preventive Drug Education Resource Materials.**, with project identification number **2022c-BLR2(012to017)-BIII-CB-013**.

The Procurement Project (referred to herein as “Project”) is composed of **6 Lots**, the details of which are described in 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 of **Philippine Pesos Ninety-Six Million, Five Hundred Three Thousand, Nine Hundred Forty-Six and 00/100 (Php96,503,946.00)**.

2.2. The source of funding is the Continuing General Appropriations Act 2021 under **FY 2021 IMS Fund**

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have completed 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 line item 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 subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility

criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

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

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within a period of 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, as 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 not be 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 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 and either at its 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 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. 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 line Items shall be indicated in **Section VI (Schedule of Requirements)** and **Section VII (Technical Specifications)**, although the ABCs of these lots are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5	<p>For the purpose of the track-record requirement, contracts similar to the Project shall refer to <b>“Manufacturing of printed and bound materials, or as consolidators of educational materials.”</b></p> <p>For this purpose, the similar contract should have been completed within a period of <b>ten (10) years</b> immediately preceding the deadline for the submission and receipt of bids.</p> <p>The bidder may apply the similar contract to any or to all lots participated in by the bidder, subject only to the threshold required under Sec. 23.4.1.3 of the 2016 revised IRR of RA 9184 and clause 5.3 of the Invitation to Bidders.</p>
7	<p><b>Subcontract</b></p> <p>Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the <b>BDS</b>, which shall not exceed twenty percent (20%) of the contracted Goods.</p>
10	<p><b>Documents comprising the Bid: Eligibility and Technical Components</b></p> <p>The first bid envelope shall also contain the following:</p> <ul style="list-style-type: none"> <li>• Equipment utilization schedule and corresponding pictures</li> <li>• Manpower schedule</li> </ul>
11	<p><b>Documents comprising the Bid: Financial Component</b></p> <p>The second bid envelope shall contain the financial documents for the Bid, and the Bid Form and Price Schedule <b>shall be per lot</b> as prescribed in the forms provided herein.</p>
12	<p>The price of the Goods shall be quoted <b>Delivered Duties Paid (DDP)</b>.</p> <p>Bid prices should be written in two (2) decimal places only. Bid prices that are written in more than two (2) decimal places shall be rounded off.</p> <p>Results of bid evaluation that will exceed the ABC shall be a ground for rejection of the bid(s).</p>

14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			
<b>Lot No.</b>	<b>Description</b>	<b>Cost Breakdown of the Approved Budget for the Contract (ABC) Php</b>	<b>Bid Security Form &amp; Amount (if other than Bid Securing Declaration)</b>	
			<b>2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit)</b>	<b>5% of ABC (if bid security is in Surety Bond)</b>
1	Printing and Delivery of SHS LR's - Philippine Politics and Governance TX & TM	17,062,773.00	341,255.46	853,138.65
2	Printing and Delivery of SHS LR's - Discipline and Ideas in the Applied Social Sciences TX & TM	21,751,878.00	435,037.56	1,087,593.90
3	Printing and Delivery of SHS LR's - Trends, Networks and Critical Thinking in the 21st Century TX & TM	24,436,641.00	488,732.82	1,221,832.05
4	Printing and Delivery of SHS LR's - Creative Writing TX & TM	23,882,857.00	477,657.14	1,194,142.85
5	Printing and Delivery of SHS LR's - Business Finance	4,132,266.00	82,645.32	206,613.30
6	Printing and Delivery of Preventive Drug Education Resource Materials	5,237,531.00	104,750.62	261,876.55

14.2	<p>The bid security shall be valid for <b>120 calendar days</b> reckoned from date of opening of bids. Bids with bid security valid for a shorter period shall be rejected outright as non-responsive.</p> <p>Bid securities, other than a Bid Securing Declaration, shall be turned over to the DepEd Cash Division for custody. The Bid Securing Declaration shall be under the custody of the BAC Secretariat.</p> <p>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 materials 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 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, <b>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.</b></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><b>Note: Each Bidder shall submit three (3) paper copies of its bid.</b></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>

19.5 The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:

*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.*

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.

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)

If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten percent(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.

**In case the bidder bids for two or more lots, the bidder shall indicate the lots bid for in the order of priority or preference, following the form prescribed in this bidding documents.**

**The computation of NFCC shall take into account the lots bid for. The number of lots bid for shall also consider the committed line of credit. The bid shall be allowed only to the extent (i.e. number of lots) as the NFCC or the committed line of credit shall cover.**

**In any case, the NFCC computation or committed line of credit, as well as the SLCC, must be sufficient for all the lots or contracts bid for. The NFCC computation shall be in accordance with the prescribed form.**

**In case of a bid involving two or more lots, the bidder shall indicate in the NFCC form the lots bid for, in their order of priorities or preferences. The first lot in the order shall follow the following formula:**

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

**For subsequent lots, the formula shall be as follows:**

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

In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the **LOCAL LEAD PARTNER**, unless it is

shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.

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.

For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them.

20.2

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

- 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;

Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.

*NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.*

- b. Certificate of Test Results from the FPRDI dated within three (3) months prior to the date of the deadline for the submission and opening of bids for this project or **Certification from Manufacturer** that the paper to be used is compliant with the requirements, as follows

**Cover Page:**

Foldcote Cal. #12 Solid White or better

**Inside Pages:**

Uncoated Text Paper, **70 gsm;**

**Brightness: 76% to 80%; Opacity: 86% to 90%**

- c. Other appropriate licenses and permits required by law and stated in this **BDS**.

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: \_\_\_\_\_

- **As per Section 34.3, b.ii, item a, of the IRR of R.A. 9184.**

- ii. Verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its ongoing government and private contracts, if any of these ongoing contracts shows:

- a. Negative slippage of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent



	<p>(10%) in each of two (2) or more contracts;</p> <ul style="list-style-type: none"> <li>• <b>As per Section 34.3, b.iii, item a to c, of the IRR of R.A. 9184.</b></li> </ul> <p>iii. Verification and/or inspection and testing of the goods/product, aftersales and/or maintenance capabilities, in applicable cases, as well as checking the following:</p> <ul style="list-style-type: none"> <li>a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;</li> <li>b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or</li> <li>c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection.</li> </ul> <p>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:</p> <ul style="list-style-type: none"> <li>a. Documents to verify or support its Statement of On-going and/or Statement identifying its Single Largest Completed Contract which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.</li> <li>b. Original copy of the submitted eligibility, technical and financial documents during bid opening.</li> </ul> <p>In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class "A" documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.</p> <p>Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration</p>
21.1	No additional document

## ***Section IV. General Conditions of Contract***

## 1. **Scope of Contract**

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

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

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

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

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

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

# Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>The delivery terms applicable under this Contract shall be <b>DDP (Duties Delivered Paid)</b>. Risk and title to the Goods shall pass from the Supplier to the DepEd upon receipt and final acceptance of the Goods/Services at the designated delivery site <b>DepEd Taguig Warehouse, National Nutrition Council Compound, 2232 Chino Roces Ave Ext., Taguig City.</b></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"> <li>i. Original and four copies of the Supplier’s invoice showing Goods’ / services’ description, quantity, unit price, and total amount;</li> <li>ii. Original and four copies of the Manufacturer’s and/or Supplier’s Warranty Certificate, where applicable;</li> <li>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).</li> </ol> <p>For purposes of this Clause the DepEd’s Representative at the delivery Site: <b><u>DepEd Central Office – MR. EMILIO CELEDONIO, for the End-User Unit, and MR. ALBERT ALANO, for the Inspectorate Team.</u></b></p> <p>In case the Supplier encounters conditions impeding timely delivery of the Goods, it must promptly notify DepEd in writing of such conditions. As a rule, and on account of the emergency nature of this project, no work suspensions and/or contract period extension shall be permitted.</p> <p><b>Packaging –</b></p>

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

The packaging shall comply with the following particulars. (indicate here the technical specifications for packaging).

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

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

**Insurance –**

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

**Transportation –**

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 will 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 DepEd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

<p>2.2</p>	<p><b>Schedule of Payment:</b></p> <p>On Complete Delivery and Final Acceptance: One Hundred Percent (100%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of delivery of the GOODS at Project Site and upon submission of the documents: (i) Cumulative quantity of Goods 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 representative, that the Goods 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- General Services Division (AS-GSD)] and the Contract Management Division of the Procurement Service, Central Office.</p> <p>Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to at least 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.</p> <p>The Certificate of Final Acceptance shall be issued by the Procuring Entity's authorized representative after final inspection and delivery by the Supplier. In the event that no inspection or acceptance certificate is issued by the PROCURING ENTITY's authorized representative within forty-five (45) days from the date receipt of the Goods by the Purchaser shown on the delivery receipt, the Supplier shall have the right to claim payment subject to the PROCURING ENTITY's own verification of the reason(s) for failure to issue documents: 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 Goods received and duly signed and dated by the Authorized Receiving Personnel (ARP).</p>
<p>3</p>	<p><b>Performance Security</b></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>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation or alteration affects any materials information or feature of the document.</p>



<p>4</p>	<p><b>Inspections and Tests</b></p> <p><b>Pre-delivery</b></p> <p>Inspections and Tests shall be conducted by DepEd, through the duly designated Inspectorate Team, at the Supplier’s warehouse or designated storage facility. The said inspections and tests shall be made upon notice to DepEd of the readiness of the goods for inspection and testing.</p> <p>Goods/Items that have been inspected and declared to have passed quality control shall be sealed and marked as “QC passed” and be deemed ready for delivery to the designated delivery sites based on the approved distribution list.</p> <p>Goods with defects or non-compliant with the required specifications shall be rejected by DepEd and replaced by the Supplier. DepEd shall have the option to inspect Supplier’s premises, at any time or stage of contract implementation, to monitor and assess said Supplier’s capacity to discharge its contractual obligations.</p>
<p>5</p>	<p><b>Warranty</b></p> <p>Payments shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to 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 required in Section 62 of RA 9184 and its IRR.</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 material information or feature of the document.</p>

# **Annex to Special Conditions of Contract**

Goods shall be packed, labeled, and delivered to DepEd Taguig Warehouse by the Supplier. Supplier shall bear costs of inland transportation, insurance, and other services required to convey the Goods to the delivery site. The quantities are listed in the Distribution List.

## **Pre-Production**

Upon receipt of the Notice to Proceed, the Supplier shall then submit a detailed printing/manufacturing, binding, revising, packing, and delivery schedules.

The Supplier shall submit to DepEd-BLR the proofs of the inside and cover page for approval and sign-off. (Refer to the Schedules of Requirements) Thereafter, upon approval of the proofs, DepEd-BLR shall issue an Authority to Mass Print (AMP). The contract delivery period indicated in the Schedule of Requirements and the detailed delivery schedules shall reckon from receipt of the supplier of the AMP.

The approved and signed-off proofs shall be returned by DepEd- BLR along with the AMP.

## **Production Phase**

Mass production of the learning resources shall commence once the supplier has been issued of the Authority to Mass Print by the DepEd-BLR. Likewise, learning resource shall be packed according to the packaging details provided in this Bidding Document and according to the allocations list.

## **Pre-Delivery Inspection, Inspection, and Acceptance at the Delivery Site**

These processes shall follow the DepEd Order No. 41, s. 2021 (Inspection and Acceptance Protocols for the Procurement of Goods in the Department of Education).

## **Reminders on the Delivery of Goods:**

- The Supplier shall deliver Goods to the specified delivery site.
- The Supplier shall strictly conform to the agreed contract completion period and deliver only Goods that comply with DepEd's technical and contract specifications.
- The Supplier shall coordinate the deliveries with the Asset Management Division (AMD) at least one (1) week before the scheduled delivery so that the latter can organize the required Inspectorate Team to inspect Goods at the time of delivery.
- The Supplier shall make delivery/ies to the delivery site on a regular working day, during office hours from 7:00 A.M. to 5:00 P.M. The Supplier may make arrangements with the Receiving Personnel to make delivery/ies beyond regular office.
- The Supplier shall immediately notify DepEd in writing of the occurrence of conditions impeding timely delivery of the Goods.

- The Supplier shall replace all rejected Goods, and complete its deliveries within seven (7) calendar days from receipt of a Notice of Rejection and underdelivery from the DepEd-BLR.

## ***Section VI. Schedule of Requirements***

### A. List/Description of Goods /Services

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

Lot No.	Description	Quantity	Delivery Period
1	Printing and Delivery of SHS LR - Philippine Politics and Governance TX & TM	403,885 copies TX 10,093 copies TM	Thirty (30) calendar days from the date of receipt of Notice to Proceed (NTP) by the supplier.
2	Printing and Delivery of SHS LR - Discipline and Ideas in the Applied Social Sciences TX & TM	403,885 copies TX 10,093 copies TM	
3	Printing and Delivery of SHS LR - Trends, Networks and Critical Thinking in the 21st Century TX & TM	403,885 copies TX 10,093 copies TM	
4	Printing and Delivery of SHS LR - Creative Writing TX & TM	403,885 copies TX 10,093 copies TM	
5	Printing and Delivery of SHS LR - Business Finance	80,991 copies TX 2,023 copies TM	
6	Printing and Delivery of Preventive Drug Education Resource Materials	131,135 copies	

### B. Delivery Schedule

Complete delivery shall be made **within Thirty (30) Calendar Days** from the date of receipt of the Notice to Proceed (NTP).

### C. Delivery Sites

Goods shall be delivered to and inspected at **DepEd Taguig Warehouse, National Nutrition Council Compound, 2232 Chino Roces Ave Ext., Taguig City**

### **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>



## Detailed Technical Specifications

Lot No.	Description	Book Size	No. of Pages	Paper Requirement		Colors			Binding	Statement of Compliance and Cross-Reference	Bidder's Actual Offer
				Cover	Inside Pages	Cover	Inside Pages				
							1 Color	4 Colors (Approx. No. of Sig. - SR)			
1	Printing and Delivery of SHS LRs - Philippine Politics and Governance TX & TM	8.25" x 10.75"	144 TXs 80 TMs	Foldcote cal. 12 solid white or better	Uncoated text paper, minimum of 70 gsm, Brightness: 76% to 80%, Opacity: 86% to 90%	4/1 with UV Coating or better	1 Color	N/A	TX - Perfect Binding  TM - Saddle Stitch		
2	Printing and Delivery of SHS LRs - Discipline and Ideas in the Applied Social Sciences TX & TM	8.25" x 10.75"	200 TXs 80 TMs	Foldcote cal. 12 solid white or better	Uncoated text paper, minimum of 70 gsm, Brightness: 76% to 80%, Opacity: 86% to 90%	4/1 with UV Coating or better	1 Color	N/A	TX - Perfect Binding  TM - Saddle Stitch		
3	Printing and Delivery of SHS LRs - Trends, Networks and Critical Thinking in the 21st Century TX & TM	8.25" x 10.75"	232 TXs 48 TMs	Foldcote cal. 12 solid white or better	Uncoated text paper, minimum of 70 gsm, Brightness: 76% to 80%, Opacity: 86% to 90%	4/1 with UV Coating or better	1 Color	N/A	TX - Perfect Binding  TM - Saddle Stitch		
4	Printing and Delivery of SHS LRs - Creative Writing TX & TM	8.25" x 10.75"	224 TXs 96 TMs	Foldcote cal. 12 solid white or better	Uncoated text paper, minimum of 70 gsm, Brightness: 76% to 80%, Opacity: 86% to 90%	4/1 with UV Coating or better	1 Color	N/A	TX - Perfect Binding  TM - Saddle Stitch		
5	Printing and Delivery of SHS LRs - Business Finance TX & TM	8.25" x 10.75"	168 TXs 128 TMs	Foldcote cal. 12 solid white or better	Uncoated text paper, minimum of 70 gsm, Brightness: 76% to 80%, Opacity: 86% to 90%	4/1 with UV Coating or better	1 Color	N/A	TX - Perfect Binding  TM - Saddle Stitch		

6	Printing and Delivery of Preventive Drug Education Resource Materials	8.25" x 10.75"	136	Foldcote cal. 12 solid white or better	Uncoated text paper, minimum of 70 gsm, Brightness: 76% to 80%, Opacity: 86% to 90%	4/1 with UV Coating or better	1 Color	N/A	Perfect Binding		
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### STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Procurement of Textbooks/ Instructional Materials: 1)** Printing and Delivery of SHS LRs - Philippine Politics and Governance TX & TM; **2)** Printing and Delivery of SHS LRs - Discipline and Ideas in the Applied Social Sciences TX & TM; **3)** Printing and Delivery of SHS LRs – Trends, Networks and Critical Thinking in the 21st Century TX & TM; **4)** Printing and Delivery of SHS LRs - Creative Writing TX & TM; **5)** Printing and Delivery of SHS LRs – Business Finance and **6)** Printing and Delivery of Preventive Drug Education Resource Materials.

\_\_\_\_\_  
Name and Signature  
of Authorized representative

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

# Checklist of Technical and Financial Documents

Items No.: \_\_\_\_\_

## I. TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents

#### Legal Documents

<b>Documents</b>	<b>Conditions / Remarks</b>	<b>Pass</b>	<b>Fail</b>
(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 <b>or</b> 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); <b>and</b>			
(g) Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; <b>or</b> 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) <b>or</b> a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.			
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**Class "B" Documents**

(i) A duly signed joint venture agreement (JVA) in case the joint venture is already in existence <b>or</b> 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>			
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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 \_\_\_\_\_, 201\_ 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, 201\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 201

**NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM**

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

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

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

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

The first line-item in the order shall follow the following formula:

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

For subsequent line-items, the formula shall be as follows:

$$\text{NFCC} = [(\text{current assets minus current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started} + \text{value of the prior line item/s bid for}]$$

- C. The following are the line-items that we are bidding for, stated in the order of preference.<sup>2</sup>

**1st:**

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

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

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

**2nd:**

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

**3rd:**

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

**4th:**

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

**5th**

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			[(current assets - current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started + ABC of 1st, 2nd, 3rd and 4th Package/Lot/Item bid for]	

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

Submitted by:

\_\_\_\_\_  
Name of Supplier /Distributor/ Manufacturer

\_\_\_\_\_  
Name of Authorized Representative

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.  
x.....x

## PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

*[Jurat]*

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



**PROJECT:** **Procurement of Textbooks/ Instructional Materials:** **1)** Printing and Delivery of SHS LRs - Philippine Politics and Governance TX & TM; **2)** Printing and Delivery of SHS LRs - Discipline and Ideas in the Applied Social Sciences TX & TM; **3)** Printing and Delivery of SHS LRs – Trends, Networks and Critical Thinking in the 21st Century TX & TM; **4)** Printing and Delivery of SHS LRs - Creative Writing TX & TM; **5)** Printing and Delivery of SHS LRs – Business Finance and **6)** Printing and Delivery of Preventive Drug Education Resource Materials

**CONTRACT NO.:** **2022c-BLR2(012to017)-BIII-CB-034**

**CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its, \_\_\_\_\_, as per Department Order No. 008, 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 development, printing and delivery of Self-Learning Modules Quarter 4 consisting of sixty-four (64) Line-items and received bids from \_\_\_\_\_ ( ) bidders; **DEPED** opened, read, and evaluated the bids of the \_\_\_\_\_ ( ) bidders and declared \_\_\_\_\_ as having the lowest calculated bid for Line Item No. \_\_\_\_; after evaluation, **DEPED** post-qualified and declared the bid of \_\_\_\_\_ as the lowest calculated responsive bid for Line Item No. \_\_\_\_ in the sum of **PHILIPPINE PESOS** \_\_\_\_\_ **MILLION,** \_\_\_\_\_ **THOUSAND,** \_\_\_\_\_ **and 00/100 (PhP \_\_\_\_\_) ONLY,** (hereinafter called the “Contract Price”) detailed as follows:

Lot No.	Item Description	Quantity	Amount (PhP)

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i. Philippine Bidding Documents (PBD);
    - a. Schedule of Requirements;
    - b. Technical Specifications;
    - c. General and Special Conditions of the Contract;
    - 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 supplied under this Contract shall be delivered DDP (Duties Delivered Paid). Accordingly, \_\_\_\_\_ shall assume all costs and risks for delivering the said goods to the designated delivery sites.

For goods originating from abroad, **DEPED** shall not, by any means, be designated by \_\_\_\_\_ as consignee or importer. Any oral or written agreement concerning the transit or delivery of the items that \_\_\_\_\_ may have previously entered into or contracted with a third party inconsistent with the terms of this Contract and without the written approval of **DEPED** shall not, in any manner, be binding upon **DEPED**.

Risk and title to the goods shall pass from \_\_\_\_\_ to **DEPED** only after inspection and acceptance at the various delivery sites.



4. The items shall be delivered within **SIXTY (60)** calendar days from receipt of \_\_\_\_\_ of the Authority to Mass Print, this being indicated in the Notice to Proceed. For easy reference, the detailed delivery schedule shall be as shown in Annex “\_\_” to this Contract.
5. \_\_\_\_\_ 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.
6. The goods and services supplied under this Contract should conform to and comply with the standards mentioned in Section VII. Technical Specifications and Section VI. Schedule of Requirements of the Bidding Documents, or as amended by subsequently issued Bid Bulletin, if any, and must be in accordance with the technical specifications of the items as offered in the bid; or in case where samples were submitted and evaluated during the post-qualification stage of the procurement, in accordance with the technical specifications of the approved samples. For easy reference, final technical qualifications for purposes of inspection and acceptance of deliveries shall be as indicated in Annex “\_\_” to this Contract. 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 unit and the approval of the herein authorized representative and signatory.
7. Goods with defects or non-compliant with the required specifications shall be rejected by **DEPED** and replaced by \_\_\_\_\_ in accordance with the warranty provisions in the bidding documents. **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.
8. The procured goods or items contemplated under this Contract shall be inspected by the **DEPED** Inspectorate Team duly constituted for this

Project prior to delivery to the delivery sites 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.

9. \_\_\_\_\_ shall deliver the goods in accordance with the Delivery Schedule. Goods delivered to sites other than those indicated in the Distribution List 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.
10. In case \_\_\_\_\_ encounters condition(s) impeding timely delivery of the goods, \_\_\_\_\_ shall promptly notify **DEPED** in writing of such condition(s). As a rule and on account of the urgent nature of this project, no work suspension and/or contract delivery period extension shall be allowed.
11. The Contract Price shall be paid to \_\_\_\_\_ in accordance with the following disbursement procedures:
  - a. Upon submission of an irrevocable Letter of Credit or Bank Guarantee issued by a universal or commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid promptly from signing of the Contract.
  - b. \_\_\_\_\_ may submit a request for payment based on monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract; (ii) Inspection and Acceptance Reports (IARs) duly signed 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.
  - c. Subject to the recoupment of the advance payment contemplated in Clause 11.1. above and retention contemplated in the immediately succeeding clause, 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:

- i. For the initial progress payment, a minimum of twenty-five percent (25%) of the Contract Price of the lot shall be paid to \_\_\_\_\_ upon a minimum of twenty-five percent (25%) delivery of items and acceptance by **DEPED's** authorized representative;
  - ii. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.
- 12. 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; a Special Bank Guarantee in the amount equal to at least one percent (1%) of the Contract Price; or such amount representing compliance or delivery, as may be applicable, as required under Section 62 of R.A. 9184 and its revised IRR.
- 13. \_\_\_\_\_ shall be liable for liquidated damages for the delay in its performance 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.
- 14. Subcontracting of any portion of the Project, which must not be more than twenty percent (20%) of the contracted Goods, shall not relieve \_\_\_\_\_ of any liability or obligation under this Contract. \_\_\_\_\_ shall be responsible for the acts, default or negligence of any subcontractor and its agents, servants or workmen as fully as if these were \_\_\_\_\_'s own acts, default or negligence, or those of its agents, servants or workmen.
- 15. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the Parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration

in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the Parties may agree in writing to resort to other alternative modes of dispute resolution.

**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 \_\_\_\_\_

*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  
\_\_\_\_\_ 20 \_\_\_\_\_ 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 six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_  
\_\_\_\_\_  
Series of \_\_\_\_\_.

NOTARY PUBLIC

## **Bid Security (Bank Guarantee) Form**

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

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

SEALED with the Common Seal of said Bank this \_\_\_ day of \_\_\_\_\_ 201\_.

THE CONDITIONS of this obligation are:

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

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

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

DATE \_\_\_\_\_

WITNESS \_\_\_\_\_  
(Signature, Name and Address)

SIGNATURE OF THE BANK \_\_\_\_\_

SEAL \_\_\_\_\_

## **Bid Securing Declaration Form**

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

---

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

### **[Jurat]**

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



## Omnibus Sworn Statement

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

---

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of *[Name of Bidder]*;

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by its association or relation with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examine all of the Bidding Documents;
  - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds

to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

---

Name and Signature of Bidder's  
Authorized Representative

*[Jurat]*

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

## FINANCIAL BID FORM

Date: \_\_\_\_\_  
Project N<sup>o</sup>: \_\_\_\_\_

The Secretary  
Department of Education  
DepEd Complex, Central Office  
Meralco Avenue, Pasig City

Attention: The Chairperson  
Bids and Awards Committee

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words (and figures)]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 17.1 and 18.2, respectively, and it shall remain binding upon us and may be accepted at any time before the expiration of that bid validity period.

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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

We, further, confirm that, for purposes of this bid, and if such Bid is accepted, the address stated below shall be the Supplier's official address and contact numbers, as reflected in the *(state proof of billing e.g. PhilGEPS Certificate, Mayor's Permit, SEC, Tax Clearance)*

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature over printed name of  
Authorized Representative]

\_\_\_\_\_  
[in the capacity of \_\_\_\_\_]  
(designation of Authorized Representative)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
[Registered Company/Business Name of the Bidder]

Address : \_\_\_\_\_ Telephone No : \_\_\_\_\_  
Telefax: \_\_\_\_\_ Email address : \_\_\_\_\_

**Price Schedule Form**

Name of Bidder:

ITB No.: 2022c-BLR2(012to017)-BIII-CB-013

Page \_\_\_\_\_ of \_\_\_\_\_

Project Title: Printing and Delivery of SHS LR's - Philippine Politics and Governance TX & TM

**LOT 1      ABC: Php    17,062,773.00**

1	2	3	4	5	6	7	8	9	10	11	12	13
Items	Description	Country of Origin	Estimated price per unit	Quantity	Unit price EXW per item	Cost of labor, raw material and component	Sales and other taxes payable if contract is awarded	Cost of other incidental Services	Total price EXW per item (cols. 6 + 7 + 8 + 9)	Cost of Freight, Transportation and logistics	Unit price per item final destination (col. 10 +11)	Total Price delivered Final Destination (Bid Price) (col. 12 x 5)
1	Printing and Delivery of SHS LR's - Philippine Politics and Governance TX			403,885 copies								
2	Printing and Delivery of SHS LR's - Philippine Politics and Governance TM			10,093 copies								

<b>Total Price:</b>	Php0.00	<b>Total Price in Words:</b>	
Name and Signature of Authorized Representative			

Notes:

- Column 4 of the Price Schedule Form indicates the estimated price per unit for each of the items in the Lot. Unit price per item plus tax (i.e. cols. 10 +11) should not be higher by more than 15% of the estimated price per unit. Any bid in violation of this rule shall be automatically reduced to 115% of the estimated price per unit.
- Total Bid Price (i.e. Total Lot Price) exceeding the ABC shall be a ground for the rejection of the bid.

\* In case of discrepancies between or among the Schedule of Requirements of the bidding document and the Price Schedule Form insofar as the lists of items and quantities are concerned, those appearing in the **PRICE SCHEDULE FORM SHALL PREVAIL.**

**Accomplish this form in accordance with ITB Clause 12 and, specifically 12.1(a) thereof. Rates and prices for all the lots described in the Technical Specifications and Schedule of Requirements shall be indicated, therefore, all columns shall be filled-out. Where a required item is provided, but no price is indicated, the same shall be considered as non-responsive and, thus, automatically disqualified. Specify that items are being offered for free to the government by indicating dash (-) or zero ("0") or not applicable (N/A).**

**Price Schedule Form**

Name of Bidder:

ITB No.: 2022c-BLR2(012to017)-BIII-CB-013

Page \_\_\_\_\_ of \_\_\_\_\_

Project Title: **Printing and Delivery of SHS LRs - Discipline and Ideas in the Applied Social Sciences TX & TM**

**LOT 2      ABC: Php    21,751,878.00**

1	2	3	4	5	6	7	8	9	10	11	12	13
Items	Description	Country of Origin	Estimated price per unit	Quantity	Unit price EXW per item	Cost of labor, raw material and component	Sales and other taxes payable if contract is awarded	Cost of other incidental Services	Total price EXW per item (cols. 6 + 7 + 8 + 9)	Cost of Freight, Transportation and logistics	Unit price per item final destination (col. 10 +11)	Total Price delivered Final Destination (Bid Price) (col. 12 x 5)
1	Printing and Delivery of SHS LRs - Discipline and Ideas in the Applied Social Sciences TX			403,885 copies								
2	Printing and Delivery of SHS LRs - Discipline and Ideas in the Applied Social Sciences TM			10,093 copies								

<b>Total Price:</b>	Php0.00	<b>Total Price in Words:</b>	
Name and Signature of Authorized Representative			

Notes:

3. Column 4 of the Price Schedule Form indicates the estimated price per unit for each of the items in the Lot. Unit price per item plus tax(i.e. cols. 10 +11) should not be higher by more than 15% of the estimated price per unit. Any bid in violation of this rule shall be automatically reduced to 115% of the estimated price per unit.

4. Total Bid Price (i.e. Total Lot Price) exceeding the ABC shall be a ground for the rejection of the bid.

\* In case of discrepancies between or among the Schedule of Requirements of the bidding document and the Price Schedule Form insofar as the lists of items and quantities are concerned, those appearing in the **PRICE SCHEDULE FORM SHALL PREVAIL.**

**Accomplish this form in accordance with ITB Clause 12 and, specifically 12.1(a) thereof. Rates and prices for all the lots described in the Technical Specifications and Schedule of Requirements shall be indicated, therefore, all columns shall be filled-out. Where a required item is provided, but no price is indicated, the same shall be considered as non-responsive and, thus, automatically disqualified. Specify that items are being offered for free to the government by indicating dash (-) or zero ("0") or not applicable (N/A).**

**Price Schedule Form**

Name of Bidder:

ITB No.: 2022c-BLR2(012to017)-BIII-CB-013

Page \_\_\_\_\_ of \_\_\_\_\_

Project Title: Printing and Delivery of SHS LRs - Trends, Networks and Critical Thinking in the 21st Century TX & TM

**LOT 3      ABC: Php    24,436,641.00**

1	2	3	4	5	6	7	8	9	10	11	12	13
Items	Description	Country of Origin	Estimated price per unit	Quantity	Unit price EXW per item	Cost of labor, raw material and component	Sales and other taxes payable if contract is awarded	Cost of other incidental Services	Total price EXW per item (cols. 6 + 7 + 8 + 9)	Cost of Freight, Transportation and logistics	Unit price per item final destination (col. 10 +11)	Total Price delivered Final Destination (Bid Price) (col. 12 x 5)
1	Printing and Delivery of SHS LRs - Trends, Networks and Critical Thinking in the 21st Century TX			403,885 copies								
2	Printing and Delivery of SHS LRs - Trends, Networks and Critical Thinking in the 21st Century TM			10,093 copies								

<b>Total Price:</b>	Php0.00	<b>Total Price in Words:</b>	
Name and Signature of Authorized Representative			

Notes:

5. Column 4 of the Price Schedule Form indicates the estimated price per unit for each of the items in the Lot. Unit price per item plus tax(i.e. cols. 10 +11) should not be higher by more than 15% of the estimated price per unit. Any bid in violation of this rule shall be automatically reduced to 115% of the estimated price per unit.

6. Total Bid Price (i.e. Total Lot Price) exceeding the ABC shall be a ground for the rejection of the bid.

\* In case of discrepancies between or among the Schedule of Requirements of the bidding document and the Price Schedule Form insofar as the lists of items and quantities are concerned, those appearing in the **PRICE SCHEDULE FORM SHALL PREVAIL.**

**Accomplish this form in accordance with ITB Clause 12 and, specifically 12.1(a) thereof. Rates and prices for all the lots described in the Technical Specifications and Schedule of Requirements shall be indicated, therefore, all columns shall be filled-out. Where a required item is provided, but no price is indicated, the same shall be considered as non-responsive and, thus, automatically disqualified. Specify that items are being offered for free to the government by indicating dash (-) or zero ("0") or not applicable (N/A).**



**Price Schedule Form**

Name of Bidder:

ITB No.: 2022c-BLR2(012to017)-BIII-CB-013

Page \_\_\_\_\_ of \_\_\_\_\_

Project Title: **Printing and Delivery of SHS LRs - Creative Writing TX & TM**

**LOT 4      ABC: Php    23,882,857.00**

1	2	3	4	5	6	7	8	9	10	11	12	13
Items	Description	Country of Origin	Estimated price per unit	Quantity	Unit price EXW per item	Cost of labor, raw material and component	Sales and other taxes payable if contract is awarded	Cost of other incidental Services	Total price EXW per item (cols. 6 + 7 + 8 + 9)	Cost of Freight, Transportation and logistics	Unit price per item final destination (col. 10 +11)	Total Price delivered Final Destination (Bid Price) (col. 12 x 5)
1	Printing and Delivery of SHS LRs - Creative Writing TX			403,885 copies								
2	Printing and Delivery of SHS LRs - Creative Writing TM			10,093 copies								

<b>Total Price:</b>	Php0.00	<b>Total Price in Words:</b>	
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Name and Signature of Authorized Representative

Notes:

7. Column 4 of the Price Schedule Form indicates the estimated price per unit for each of the items in the Lot. Unit price per item plus tax(i.e. cols. 10 +11) should not be higher by more than 15% of the estimated price per unit. Any bid in violation of this rule shall be automatically reduced to 115% of the estimated price per unit.

8. Total Bid Price (i.e. Total Lot Price) exceeding the ABC shall be a ground for the rejection of the bid.

\* In case of discrepancies between or among the Schedule of Requirements of the bidding document and the Price Schedule Form insofar as the lists of items and quantities are concerned, those appearing in the **PRICE SCHEDULE FORM SHALL PREVAIL.**

**Accomplish this form in accordance with ITB Clause 12 and, specifically 12.1(a) thereof. Rates and prices for all the lots described in the Technical Specifications and Schedule of Requirements shall be indicated, therefore, all columns shall be filled-out. Where a required item is provided, but no price is indicated, the same shall be considered as non-responsive and, thus, automatically disqualified. Specify that items are being offered for free to the government by indicating dash (-) or zero ("0") or not applicable (N/A).**

**Price Schedule Form**

Name of Bidder:

ITB No.: 2022c-BLR2(012to017)-BIII-CB-013

Page \_\_\_\_\_ of \_\_\_\_\_

Project Title: **Printing and Delivery of Preventive Drug Education Resource Materials**

**LOT 5      ABC: Php    4,132,266.00**

1	2	3	4	5	6	7	8	9	10	11	12	13
Items	Description	Country of Origin	Estimated price per unit	Quantity	Unit price EXW per item	Cost of labor, raw material and component	Sales and other taxes payable if contract is awarded	Cost of other incidental Services	Total price EXW per item (cols. 6 + 7 + 8 + 9)	Cost of Freight, Transportation and logistics	Unit price per item final destination (col. 10 +11)	Total Price delivered Final Destination (Bid Price) (col. 12 x 5)
1	Printing and Delivery of SHS LRs – Business Finance TX			80,991 copies TX								
2	Printing and Delivery of SHS LRs – Business Finance TX			2,023 copies TM								

<b>Total Price:</b>	Php0.00	<b>Total Price in Words:</b>	
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Name and Signature of Authorized Representative

Notes:

9. Column 4 of the Price Schedule Form indicates the estimated price per unit for each of the items in the Lot. Unit price per item plus tax(i.e. cols. 10 +11) should not be higher by more than 15% of the estimated price per unit. Any bid in violation of this rule shall be automatically reduced to 115% of the estimated price per unit.

10. Total Bid Price (i.e. Total Lot Price) exceeding the ABC shall be a ground for the rejection of the bid.

\* In case of discrepancies between or among the Schedule of Requirements of the bidding document and the Price Schedule Form insofar as the lists of items and quantities are concerned, those appearing in the **PRICE SCHEDULE FORM SHALL PREVAIL.**

**Accomplish this form in accordance with ITB Clause 12 and, specifically 12.1(a) thereof. Rates and prices for all the lots described in the Technical Specifications and Schedule of Requirements shall be indicated, therefore, all columns shall be filled-out. Where a required item is provided, but no price is indicated, the same shall be considered as non-responsive and, thus, automatically disqualified. Specify that items are being offered for free to the government by indicating dash (-) or zero ("0") or not applicable (N/A).**

**Price Schedule Form**

Name of Bidder:

ITB No.: 2022c-BLR2(012to017)-BIII-CB-013

Page \_\_\_\_\_ of \_\_\_\_\_

Project Title: **Printing and Delivery of Preventive Drug Education Resource Materials**

**LOT 6      ABC: Php    5,237,531.00**

1	2	3	4	5	6	7	8	9	10	11	12	13
Items	Description	Country of Origin	Estimated price per unit	Quantity	Unit price EXW per item	Cost of labor, raw material and component	Sales and other taxes payable if contract is awarded	Cost of other incidental Services	Total price EXW per item (cols. 6 + 7 + 8 + 9)	Cost of Freight, Transportation and logistics	Unit price per item final destination (col. 10 +11)	Total Price delivered Final Destination (Bid Price) (col. 12 x 5)
1	Printing and Delivery of Preventive Drug Education Resource Materials			131,135 copies								

**Total Price:** Php0.00

**Total Price in Words:**

Name and Signature of Authorized Representative

Notes:

11. Column 4 of the Price Schedule Form indicates the estimated price per unit for each of the items in the Lot. Unit price per item plus tax(i.e. cols. 10 +11) should not be higher by more than 15% of the estimated price per unit. Any bid in violation of this rule shall be automatically reduced to 115% of the estimated price per unit.

12. Total Bid Price (i.e. Total Lot Price) exceeding the ABC shall be a ground for the rejection of the bid.

\* In case of discrepancies between or among the Schedule of Requirements of the bidding document and the Price Schedule Form insofar as the lists of items and quantities are concerned, those appearing in the **PRICE SCHEDULE FORM SHALL PREVAIL.**

**Accomplish this form in accordance with ITB Clause 12 and, specifically 12.1(a) thereof. Rates and prices for all the lots described in the Technical Specifications and Schedule of Requirements shall be indicated, therefore, all columns shall be filled-out. Where a required item is provided, but no price is indicated, the same shall be considered as non-responsive and, thus, automatically disqualified. Specify that items are being offered for free to the government by indicating dash (-) or zero ("0") or not applicable (N/A).**

**BANK**  
**GUARANTEE FORM FOR ADVANCE PAYMENT**

To: **Department of Education**

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not assuery 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]*

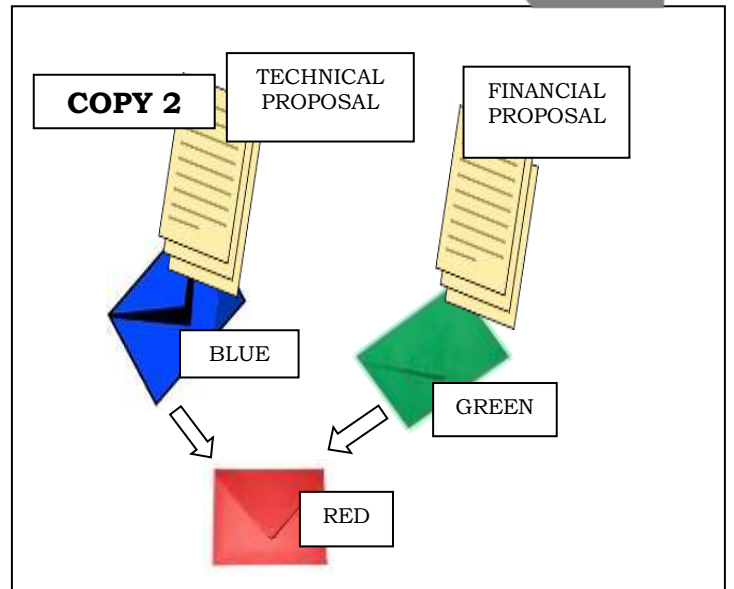
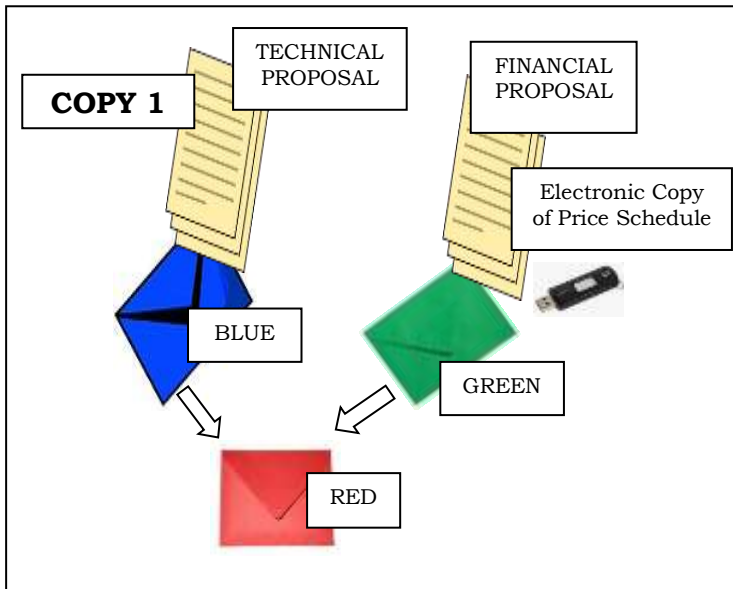
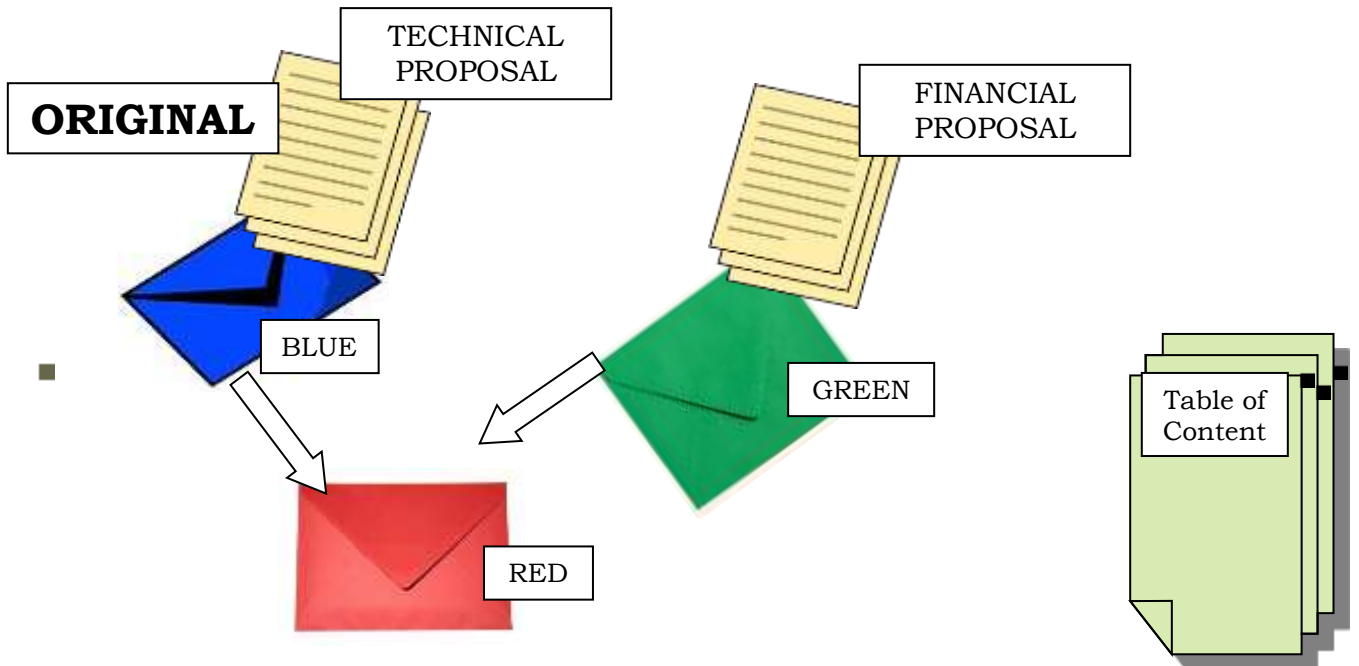
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*[address]*

---

*[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]***

