PHILIPPINE BIDDING DOCUMENT

COMPREHENSIVE REPAIR AND MAINTENANCE OF DEPED SERVICE VEHICLES THROUGH FRAMEWORK AGREEMENT

DepED
DEPARTMENT OF EDUCATION

Sixth Edition
October 2020

Project No. 2022-AdmS5(005)-BIV-CB-028

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines
Department of Education
Procurement Management Service

PROJECT NO.: 2022-AdmS5(005)-BIV-CB-028

INVITATION TO BID

FOR THE

Comprehensive Repair and Maintenance of DepEd Service Vehicles through Framework Agreement

1. The **Department of Education (DepEd)** using a **single-year *Framework Agreement***, through the **General Appropriations Act (GAA) 2022**, intends to apply the sum of ***Philippine Pesos Twelve Million, Three Hundred Fifty-Seven Thousand, Three Hundred Ninety-Six and 62/100 (PhP 12,357,396.62)*** corresponding to the full and aggregate costs of all the items in the **Framework Agreement List** to be purchased through call-off contracts pursuant to the Guidelines provided in **GPPB Resolution No. 27-2019**. The items, maximum quantities and costs are indicated in the Framework Agreement List. Bids must be within the total cost of each of the items as provided in the Framework Agreement List. Any financial bid offer that provides price quotations that exceed the total cost per item shall be automatically disqualified.

2. The **DepEd**, through the **Bids and Awards Committee (BAC) IV**, now invites bids for the goods and services contemplated in this project and as detailed in the Schedule of Requirements and the table of Technical Specifications indicated in the bidding documents. ***Contract duration will start within ten (10) calendar days from the receipt of the Notice to Proceed by the Service Provider and until December 31, 2023 or the exhaustion of funds.***

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

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **DepEd Procurement Management Service** at **Telephone Nos. 8636-6542 or 8633-9343** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00am to 5:00pm.**

5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:

   a. A complete set of Bidding Documents may be acquired by interested Bidders from the **DepEd Procurement Management Service, Room M-511, 5th Floor, Mabini Building, DepEd Central Office Complex, Meralco Avenue, Pasig City,** upon accomplishing a bidder's information sheet and payment of a non-refundable fee for the Bidding Documents to the **DepEd Cashier**.

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

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

      Amount of Bidding Documents shall be ***Philippine Pesos Seven Thousand and 00/100 (PhP7,000.00).***

6. **DepEd** will hold a pre-bid conference for this Project on **January 4, 2023, 01:00 P.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 **10:30 A.M. of January 18, 2023 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 **January 18, 2023, 11:00 A.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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:

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

12. You may visit the following websites:

    For downloading of Bidding Documents:
    https://notices.philgeps.gov.ph/
    https://www.deped.gov.ph/

Date of Issuance of Bidding Documents: *December 27, 2022*

(SGD.)
Atty. REVSEE A. ESCOBEDO
Undersecretary and Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd),** through its ***Administrative Service - General Services Division (AS-GSD)*** wishes to receive Bids for the **Comprehensive Repair and Maintenance of DepEd Services Vehicles through Framework Agreement**, with **project identification number 2022-AdmS5(005)-BIV-CB-028.**

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

2. Funding Information

2.1 The GOP, through the source of funding as indicated below, for GAA 2022, in the amount of ***Philippine Pesos Twelve Million, Three Hundred Fifty-Seven Thousand, Three Hundred Ninety-Six and 62/100 (PhP 12,357,396.62).***

2.2. The source of funding is the General Appropriations Act 2022 under ***2022-GASS Funds.*** Pursuant to **NBC No. 587**, the funds for this project shall be valid for obligation, disbursement and/or payment until **December 31, 2023**, subject to any subsequent issuance to this effect.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof. The guidelines provided in GPPB Resolution No. 27-2019 shall likewise be applied in this project.

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, prospective bidder should have completed, within a period of ***five (5) years*** immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be **at least twenty-five percent (25%)** of the ABC of the lot bid for; OR **at least two (2) similar contracts**, the aggregate amount of which, adjusted to current prices using the PSA's CPI, must be **twenty-five percent (25%)** of the ABC for each of the lot and the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e. 12.5% of the ABC).

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

The Bidder may **NOT** subcontract portions of the Project.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within a period of five (5) years** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

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

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

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

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

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

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

b. For Goods offered from abroad:

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

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

12.2. The prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation except under extraordinary circumstances allowable by law. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in **Philippine Pesos.**

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for **120 calendar days** reckoned from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

15. Sealing and Marking of Bids

Each Bidder shall submit three (3) paper copies of the first and second components of its Bid.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representative who is present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criterion. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184. The Lowest Calculated Bid shall be determined outright after the detailed evaluation;

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

19.3. The descriptions of the project, and all its inclusions, shall be indicated in **Section VI (Schedule of Requirements), Section VII (Technical Specifications) and the Framework Agreement List**, although the ABCs of the items are indicated in the Framework Agreement List for purposes of the NFCC computation pursuant to Section 23.4.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the items in the Framework Agreement Lists and in the Schedule of Requirements.

19.4. The Project shall be awarded as one (1) **Framework Agreement to cover ALL items in the Framework Agreement List that may be awarded as separate Call-Off Contracts, if and when option is exercised by DepEd.**

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

20. Post-Qualification

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

every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

21. Signing of the Contract

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

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

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

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

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

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

Section III. Bid Data Sheet

Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5</td><td>For the purpose of the track-record requirement, contracts similar to the Project shall be: Repair and Maintenance of Motor Vehicles.

The similar contract should have been completed within a period of five (5) years immediately preceding the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7</td><td>Subcontracts

Subcontracting is NOT allowed.</td></tr>
<tr><td>9</td><td>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

The Procuring Entity's address is:

Usec. Revsee A. Escobedo
Bids and Awards Committee (BAC) IV
c/o 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

Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted Delivered Duties Paid (DDP) at various delivery sites as indicated in the distribution list as will be provided at around the time the Call-Off Contract is made.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and the respective amounts:
<table>
<tr><th rowspan="2">Description</th><th rowspan="2">Cost Breakdown of the Approved Budget for the Contract (ABC)</th><th colspan="2">Bid Security Form & Amount (if other than Bid Securing Declaration)</th></tr>
<tr><th>2% of ABC (if bid security is in cash, cahier's/manager's check, bank draft/guarantee or irrevocable letter of credit)</th><th>5% of ABC (if bid security is in Surety Bond)</th></tr>
<tr><td>Comprehensive Repair and Maintenance of DepEd Service Vehicles through Framework Agreement</td><td>PhP 12,357,396.62</td><td>247,147.93</td><td>617,869.83</td></tr>
</table></td></tr>
<tr><td>14.2</td><td>Bid Securities, other than a Bid Securing Declaration, shall be turned-over to the DepEd Cash Division for custody. The Bid Securing Declaration shall be for the custody of the BAC Secretariat.</td></tr>
</table>

	The Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition or alteration affects any material information or feature of the document.
15	Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked **"ORIGINAL – TECHNICAL COMPONENT",** and the original of their financial component in another sealed envelope marked **"ORIGINAL – FINANCIAL COMPONENT".** In addition, the Bidders shall submit a copy of each of the Technical Component and the Financial Component of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids. In the event of any discrepancy between the original and the copy, the original shall prevail. Original copies of the Class "A" Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor's Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s) for validation. To facilitate the receipt and classification of bid envelopes, ***outer envelopes*** *shall be color* ***RED, inner envelope containing Technical Proposal*** *shall be color* ***Blue*** *and* ***inner envelope containing Financial Proposal*** *shall be color* ***Green.*** Post qualification documents maybe submitted during the bidding but this does not disqualify bidders who will not submit post qualification documents during bid submission. ***Note: Each Bidder shall submit three (3) paper copies of its bid.*** **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. **Online submission of bids is not allowed.**
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* 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 (10%) of the ABC of the lot or lots 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 of a joint venture, the NFCC shall be computed based on the Audited Financial Statements of the lead partner who must be of Filipino Nationality, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed. 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; and 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. Other appropriate licenses and permits required by law and stated in this **BDS**. During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:

	a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Completed Contracts which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts. b. For validation purposes, original copy of Class "A" Eligibility documents must be submitted; and c. Original copies of the submitted technical and financial documents during bid opening. In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class "A" documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in Section II. ITB 20.2. The envelope shall be placed in a brown envelope and marked: ITB 20.2 Documents Name of Project: _____ Bid Opening Date: _____ Name of Bidder: _____ Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The DepEd is allowed to determine the terms of payment on partial or staggered deliveries, provided such partial payment shall correspond to the value of the goods delivered or services rendered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

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

3. Performance Security

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

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project, based on the specifications stated in the pertinent and/or the pertinent Call-Off Contract, Framework Agreement at no extra cost to the Procuring Entity. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall

specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In case where applicable, for goods component of the project, in order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** The delivery terms applicable to shall be **DDP DepEd Central Office**. Risk and title to the goods shall pass from the Supplier/Service Provider to the DepEd upon receipt and final acceptance of the goods at the designated delivery site **(DepEd Central Office).** The goods and services must conform to and comply with the standards mentioned in Sec. VI Schedule of Requirements and Sec. VII Technical Specifications, including the Scope of Services, of the bidding documents. Upon delivery of the goods to the delivery site, the Supplier/Service Provider shall notify DepEd thru AMD and present the following documents: i. Original and four copies of the Supplier's/Service Provider's invoice showing goods' / services' description, quantity, unit price, and total amount; ii. The Delivery Receipt; iii. Statement of Accounts; iv. Copy of the Notice to Proceed of the project; v. Signed Approved contract of the project; and vi. Bank account of the supplier (Bank, Account Name, Number, Address) where the payment of the items be transferred. For purposes of this Clause, the DepEd's Representative at the delivery Site shall be **DepEd Central Office – MS. MARY JANE G. DE GUZMAN, for the End-User Unit, and MR. ALBERT ALANO, for the Inspectorate Team.** In case the Supplier/Service Provider encounters conditions impeding timely delivery of the goods and services, it must promptly notify DepEd in writing of such conditions and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. The Supplier/Service Provider must provide sufficient proof to support any request for work suspension and/or contract delivery period extension. **Incidental Services –** The Supplier/Service Provider is required to provide all the incidental services, if any, contemplated in the Agreement. The Contract Price for the goods shall include the prices charged by the Supplier/Service Provider for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier/Service Provider for similar services.

	The Agreement 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. **Packaging –** As may be applicable for goods to be delivered, the Supplier/Service Provider shall provide such packaging as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Call-Off Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by DepEd. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** DepEd accepts no liability for the damage of goods during transit. Risk to the goods 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/Service Provider 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.

2.2	**Schedule of Payment -** The Supplier/Service Provider may submit a request for payment based on the following: (i) cumulative quantities of items delivered and actual services rendered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and Acceptance Reports, including certification by the Supplier/Service Provider, as approved by the duly authorized DepEd representative, that the items have been delivered and/or properly installed and commissioned in accordance with the contract. Delivery documents as may be subsequently prescribed by DepEd shall be provided by the Supplier/Service Provider. The method and conditions of payment to be made to the Supplier/Service Provider through existing Government disbursement procedure shall be as follows: The Supplier/Service Provider shall be paid within thirty-five calendar (35) days upon receipt of the billing statement or statement of account, subject to the issuance of Certificate of Final Acceptance. Payment shall be made upon receipt and issuance of Certificate of Acceptance per staggered delivery/completion of services required in accordance with the following: a. Payment shall be made in full for every service completed and delivered by the Supplier/Service Provider, upon submission of Billing Invoice and Job Order by the Supplier/Service Provider, and upon issuance of Certificate of Partial Completion and Acceptance by the authorized representative/s of General Services Division and submission of all documentary requirements for processing of payment. Certificate of Completion and Final Acceptance shall be issued once the contract has been found to be satisfactorily completed by the Supplier/Service Provider in accordance with the Technical Specifications and Scope of Services. b. Payment shall be under the Checkless Payment System, in the form of a direct credit to the bank account of the Supplier/Service Provider; and c. All transactions are subject to withholding of creditable Value Added Tax (VAT), as may be applicable, per Revenue Regulation No. 10-93. 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. (NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user ***(Administrative Service - General Services Division)*** and the Contract Management Division of the Procurement Management Service, Central Office.

3	**Performance Security –** The Performance Security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the Supplier/Service Provider is in default of any of its obligation under the contract. The Supplier/Service Provider shall be responsible for the extension of its performance security and/or renewal of its performance security whenever necessary and without need of prior notice or instruction from DepEd, to ensure that it is in force and effect for the whole duration of the Agreement and until a Certificate of Completion and Final Acceptance is duly issued. The Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation or alteration affects any materials information or feature of the document.
4	**Inspection and Tests –** Where applicable for goods to be delivered, pre delivery inspection and test shall be conducted by DepEd through the duly designated Inspectorate Team. The said inspections and test shall be made upon notice to the DepEd of the readiness of the goods for inspection and testing. Pre-delivery and Pre-implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team. A turnaround period of not more than **THIRTY (30) WORKING DAYS** from the time of the receipt of the request for Pre-Delivery Inspection shall be given to DepEd to schedule the inspection. Prior to and for purposes of inspection, the Supplier/Service Provider shall ensure convenient access to the goods for inspection. The Supplier/Service Provider shall assign personnel to undertake the handling, unpacking, assembly, commissioning, dissassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection. DepEd shall have the right to visit and inspect the Supplier/Service Provider's premises covered by the Agreement, at any time or stage of contract implementation, to monitor and assess the Supplier's/Service Provider's capacity to discharge its contractual obligations. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by DepEd and replaced by the Supplier/Service Provider in accordance with the warranty provision of this bidding document. The replacement goods for this reason shall be subject to re-inspection. Goods are considered defective when they are unfit for the use for which it is intended or its fitness for such use is diminished to such an extent that, had DepEd been aware thereof, it would not have acquired it or would have given a lower price for it.

	Defects in the goods can either be patent or latent. A patent defect is one that is apparent to the buyer or normal observation. It is an apparent or obvious defect. On the other hand, a latent defect is one that is not apparent to the buyer by reasonable observation. A latent defect is hidden or one that is not immediately determinable.
5	**Warranty –** For the goods component of the project, payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to (a) at least one percent (1%) of every progress payment or (b) a special bank guarantee equivalent to at least one percent (1%) of the contract price as required in Section 62 of RA 9184 and its IRR. A THREE-MONTH comprehensive and onsite warranty will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd. The Special Bank Guarantee shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation or alteration affects any materials information or feature of the document.

Section VI. Schedule of Requirements

A. List/Description of Goods/Services

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

No.	Item/Service Type and Nature of each Item/Service	Vehicles	Maximum Quantity	Contract Duration
1	Provision for replacement of new tires for sixty-five (65) vehicles	Avanza	18 units	The Service Contract shall commence ten (10) days from receipt of Notice to Proceed until **December 31, 2023 or upon the exhaustion of funds**
		Adventures	7 units	
		Montero	5 units	
		Trailblazer	6 units	
		Strada	8 units	
		Fortuner	3 units	
		Innova	4 units	
		Hi-Ace	7 units	
		Grand Livina	1 unit	
		Xtrail	2 units	
		Country Bus	2 units	
		L300 FB	1 unit	
		Starex	1 unit	
2	Provision for replacement of battery for sixty-five (65) vehicles	Avanza	16 units	
		Adventure	7 units	
		Montero	5 units	
		Trailblazer	6 units	
		Strada	8 units	
		Fortuner	3 units	
		Innova	4 units	
		Hi-Ace	7 units	
		Grand Livina	1 unit	
		Xtrail	2 units	
		Country Bus	4 units	
		L300 FB	1 unit	
		Starex	1 unit	
3	Provision for changing oils for sixty-five vehicles *(PMS shall be rendered after 10,000 kms odometer reading from the last maintenance service or every three (3) months, whichever comes first)* **Note: 3 jobs for each of vehicle**	Avanza ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs;	18 units	

		✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.		
		Adventure ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	7 units	
		Montero ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires;	5 units	

		✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.		
		Trailblazer ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	6 units	
		Strada ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine;	8 units	

		✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.		
		Fortuner ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	3 units	
		Innova ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	4 units	

		Hi-Ace ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	7 units	
		Grand Livina ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	1 unit	
		Xtrail	2 units	

		✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.		
		Country Bus ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	2 units	
		L300 FB ✓Change engine oil and filter; ✓Replace air filter, and cabin filter;	1 unit	

		✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.		
		Starex ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	1 unit	
4	Repair and replacement of parts and materials for under chassis of service vehicles	Avanza	16 units	
		Adventure	7 units	
		Montero	4 units	
		Trailblazer	6 units	
		Strada	8 units	
		Fortuner	2 units	
		Innova	4 units	

		Hi-Ace	6 units	
		Grand Livina	1 unit	
		Xtrail	2 units	
		Country Bus	2 units	
		L300 FB	1 unit	
		Starex	1 unit	
5	Provision for the complete repair and replacement of parts of transmission (drive train)	Avanza	18 units	
		Adventure	7 units	
		Montero	5 units	
		Trailblazer	6 units	
		Strada	8 units	
		Fortuner	3 units	
		Innova	4 units	
		Hi-Ace	7 units	
		Grand Livina	1 unit	
		Xtrail	2 units	
		Country Bus	2 units	
		L300 FB	1 unit	
		Starex	1 unit	
6.	Provision for the complete repair and replacement of parts of transmission (drive train)	Avanza	18 units	
		Adventure	7 units	
		Montero	5 units	
		Trailblazer	6 units	
		Strada	8 units	
		Fortuner	3 units	
		Innova	4 units	
		Hi-Ace	7 units	
		Grand Livina	1 unit	
		Xtrail	2 units	
		Country Bus	2 units	
		L300 FB	1 unit	
		Starex	1 unit	
7	Inspect, repair, and replace air-condition for service vehicles	Avanza	18 units	
		Adventure	7 units	
		Montero	5 units	
		Trailblazer	6 units	
		Strada	8 units	
		Fortuner	3 units	
		Innova	4 units	
		Hi-Ace	7 units	
		Grand Livina	1 unit	
		Xtrail	2 units	
		Country Bus	2 units	
		L300 FB	1 unit	
		Starex	1 unit	
8	Repair and replacement of electrical accessories of service vehicles	Avanza	18 units	
		Adventure	7 units	
		Montero	5 units	
		Trailblazer	6 units	
		Strada	8 units	
		Fortuner	3 units	

		Innova	4 units	
		Hi-Ace	7 units	
		Grand Livina	1 unit	
		Xtrail	2 units	
		Country Bus	2 units	
		L300 FB	1 unit	
		Starex	1 unit	
9	Repair and Repaint of Body for five (5) vehicles	Fortuner	1 unit	
		Country Bus	2 units	
		L300 FB	1 unit	
		Starex	1 unit	

Statement of Compliance

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

_____

Name and Signature of Bidder's Authorized Representative

Section VII. Technical Specifications / Terms of Reference

Technical Specifications / Terms of Reference

Item	Specification	Statement of Compliance
		[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.]

Technical Specifications

A. General Requirements			
No.	**Specification**	**STATEMENT OF COMPLIANCE (State Comply or Not Comply)**	**BIDDER'S ACTUAL OFFER**
1	Provide job estimate/checklist report prior to commencement of the Preventive Maintenance Services (PMS) or repair works subject to the approval of an authorized representative of General Services Division.		
2	Provide recommendation and post-inspection report after PMS and repair done by the service provider in preparation for the next schedule.		
3	The Service Provider must have service centers located within Pasig City, Quezon City, Marikina, Cainta, and Antipolo area.		
4	At least two (2) Service Advisor or two (2) Sales Adviser must be available as the need arises to attend to the concerns of end users.		
5	Availability of the service centers shall be from 8:00 AM to 5:00 PM daily (Monday – Saturday).		
6	Necessary spare parts, materials, tools, manpower and equipment to carry out the necessary PMS works.		
7	Safekeeping of DepEd motor vehicles during PMS at the service center.		
8	Waste Materials shall be returned to the end user for proper documentation.		
9	The Service Provider shall allow DepEd representative to carry out repairs and maintenance and to know the progress of the repair of vehicles being undertaken.		
10	Maintain strict control of all accountable documents. This includes logs and registers required by the end user. These documents will be made available to end user upon request. Each vehicle should have a file and history records.		
11	The Service Provider shall supply and install genuine service parts and materials conforming to the standards for the specific motor vehicle and always ensure availability of said items.		

12	The Service Provider shall only use fully synthetic engine oil or recommended standard engine oil as prescribed by the manufacturer.		
13	The Service Provider shall ensure the recommended level of all fluids and lubricants replenishment fluids / lubricants to include; Engine oils, transmission, brake and hydraulic fluids, gear lubricants, and coolants that meet the standards set forth by the authorized dealer for the motor vehicle.		
14	Original Equipment Manufacturer ("OEM"), commercially purchased or built parts may be used if the parts match or exceed that of its equivalent genuine spare parts after receiving approval from an authorized representative of the General Services Division.		
15	Provide service billing/billing statement/statement of account indicating guaranty/warranty cover and Official Receipt for every PMS accomplished by the Service Provider.		
16	In case of services not covered by this Section, separate sales/service invoice, billing statement and/or statement of account and Official Receipt shall be issued by the Service Provider. Provide recommendation and post-inspection report after PMS and repair done by the service provider in preparation for the next schedule.		

B. Detailed Specification

Item	SPECIFICATIONS			STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
	Vehicles	**Particulars**	**Details**		
1	**Mitsubishi Adventure 2009 M/T (7 units)**	Replacement of tires	52pcs of tires 195 / R14c) manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	7 pcs. batteries 3SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	152 liters engine oil, 26 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	12 sets each ball joint, tie rod, tie rod bar, 1 pc rack and pinion, suspension arm bushing (small/big), 12pcs each of		

			stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	13pcs each timing belt, glow plug, idler bearing, water pump assembly, oil seal, injection pump calibration and engine belt		
		Inspect, repair and provision of transmission parts	12pcs each Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and electrical accessories	• 12 pcs each condenser, evaporator, and fan motor • 12 kl of Freon • 12 Alternator assembly • 24 sets headlight bulb halogen • Brake light and door opener		
2	**Hyundai Starex 2011 M/T (1 unit)**	Replacement of tires	4pcs of tires 215/65 R16 manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	4 pcs. batteries 3SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	7 liters of engine oil, 1pc each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	1 set each ball joint, tie rod, tie rod bar, 1 pc rack and pinion, 2sets suspension arm bushing (small/big), 1pc each of stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	1 set each main bearing, connecting rod bearing, piston, cylinder sleeve, piston ring, piston pin bushing, overhauling gasket, engine valve, valve guide, valve seal original, camshaft bearing and assembly, timing belt (small & big), idler bearing, tension bearing, elastic gasket, water pump assembly, and balancer bushing		
		Inspect, repair and provision of transmission parts	1pc each pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and electrical accessories	• 1 pc each condenser, evaporator, and fan motor • 1 kilo of Freon • 1 Alternator assembly • 2pcs headlight bulb halogen • door opener		
3	**Mitsubishi Montero**	Replacement of tires	20pcs of tires (265/60 R18) manufacturing date is not earlier than 2021, heavy duty		

	2017 A/T (5 units)	Replacement of batteries	5 pcs. batteries 3SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	70 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	5 sets each ball joint, tie rod, tie rod bar, shock mounting, 10 sets suspension arm bushing (small/big), 10 sets brake pads, and 5 sets cross joint propeller (front and rear)		
		Repair and replacement of engine	1pc each timing belt, idler bearing, 4pcs each engine belt		
		Inspect, repair and provision of transmission parts			
		Inspect, repair, and replace air-condition system and electrical accessories	• Condenser, evaporator, and fan motor • Freon • Alternator assembly • headlight bulb halogen • Brake light and door opener		
4	**Mitsubishi L300 FB 1998 M/T (1 unit)**	Replacement of tires	4pcs of tires (195 / R14c) manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	1 pc batteries 3SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	14 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	1 set each ball joint, tie rod, tie rod bar, 1 pc rack and pinion, suspension arm bushing (small/big), 1 pc each of stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	1 pc each timing belt, glow plug, idler bearing, water pump assembly, oil seal, injection pump calibration and engine belt		
		Inspect, repair and provision of transmission parts	1 pc each Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and electrical accessories	• 1 pc each condenser, evaporator, and fan motor • 1 kl of Freon • 1 Alternator assembly • 1 set headlight bulb halogen • Brake light and door opener		
5	**Hyundai County**	Replacement of tires	12 pcs of tires (205 / R17.5) manufacturing date is not earlier than 2021, heavy duty		

	2017 M/T (2 units)	Replacement of batteries	4 pc batteries 3SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	56 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	1 set each tie rod, drag link, king pin, 2 sets brake shoe, bar, 1 pc rack and pinion, suspension arm bushing (small/big), 1 pc each of stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	1 pc each timing belt, glow plug, idler bearing, water pump assembly, oil seal, injection pump calibration and engine belt		
		Inspect, repair and provision of transmission parts	1 pc each Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and electrical accessories	• 1 pc each condenser, evaporator, and fan motor • 1 kl of Freon • 1 Alternator assembly • 1 set headlight bulb halogen • Brake light		
6	**Toyota Innova 2005, 2011 & 2019 M/T (4 units)**	Replacement of tires	12 pcs of tires (205 / 65 R15) manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	42 pc batteries **2**SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	42 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	1 set each ball joint, tie rod, tie rod bar, 1 pc rack and pinion, suspension arm bushing (small/big), 1 pc each of stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	1 pc each timing belt, cam shaft oil seal, crank shaft oil seal, oil pump seal, idler bearing, water pump assembly, oil seal, water coolant and engine belt		
		Inspect, repair and provision of transmission parts	1 pc each Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and electrical accessories	• 1 pc each condenser, evaporator, and fan motor • 1 kl of Freon • 1 Alternator assembly • 1 set headlight bulb halogen • Brake light and door opener		

7	**Chevrolet Trailblazer 2016 A/T (6 units)**	Replacement of tires	24pcs of tires (195 / 65 R15c) manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	1 pc batteries **DIN100 (3**SM), Maintenance Free, at least 15 months warranty		
		Provision for changing oil	84 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	1 set each ball joint, tie rod, tie rod bar, 1 pc rack and pinion, suspension arm bushing (small/big), 1 pc each of stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	1 pc each timing belt, cam shaft oil seal, crank shaft oil seal, oil pump seal, idler bearing, water pump assembly, oil seal, water coolant and engine belt		
		Inspect, repair and provision of transmission parts	1 pc each Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and electrical accessories	• condenser, evaporator, and fan motor • Freon • Alternator assembly • headlight bulb halogen • Brake light and door opener		
8	**Toyota Fortuner 2006, 2017 & 2019 M/T (3 units)**	Replacement of tires	12pcs of tires (265 / 70 R17) manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	3 pc batteries **3**SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	42 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	1 set each ball joint, tie rod, tie rod bar, 1 pc rack and pinion, suspension arm bushing (small/big), 1 pc each of stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	1 pc each timing belt, cam shaft oil seal, crank shaft oil seal, oil pump seal, idler bearing, water pump assembly, oil seal, water coolant and engine belt		
		Inspect, repair and provision of transmission parts	1 pc each Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and electrical accessories	• 1 pc each condenser, evaporator, and fan motor • 1 kl of Freon • 1 Alternator assembly • 1 set headlight bulb halogen		

9	**Nissan Xtrail 2009 A/T (2 units)**	Replacement of tires	8pcs of tires (215 / 65 R16) manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	1 pc batteries **3**SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	20 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	1 set each ball joint, tie rod, tie rod bar, 1 pc rack and pinion, suspension arm bushing (small/big), 1 pc each of stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	1 pc each timing belt, cam shaft oil seal, crank shaft oil seal, oil pump seal, idler bearing, water pump assembly, oil seal, water coolant and engine belt		
		Inspect, repair and provision of transmission parts	1 pc each Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and electrical accessories	• 1 pc each condenser, evaporator, and fan motor • 1 kl of Freon • 1 Alternator assembly • 1 set headlight bulb halogen		
10	**Nissan Grand Livina 2009 A/T (1 unit)**	Replacement of tires	4pcs of tires (195 / 65 R15c) manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	1 pc batteries **1**SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	10 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	1 set each ball joint, tie rod, tie rod bar, 1 pc rack and pinion, suspension arm bushing (small/big), 1 pc each of stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	1 pc each timing belt, cam shaft oil seal, crank shaft oil seal, oil pump seal, idler bearing, water pump assembly, oil seal, water coolant and engine belt		
		Inspect, repair and provision of transmission parts	1 pc each Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and	• 1 pc each condenser, evaporator, and fan motor • 1 kl of Freon • 1 Alternator assembly		

		electrical accessories	• 1 set headlight bulb halogen • Brake light and door opener		
11	**Toyota Avanza 2017 & 2018 M/T (18 units)**	Replacement of tires	72pcs of tires (195 / 65 R15c) manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	18 pc batteries **1**SM(NS40) , Maintenance Free, at least 15 months warranty		
		Provision for changing oil	144 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	1 set each ball joint, tie rod, tie rod bar, 1 pc rack and pinion, suspension arm bushing (small/big), 1 pc each of stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	1 pc each timing belt, cam shaft oil seal, crank shaft oil seal, oil pump seal, idler bearing, water pump assembly, oil seal, water coolant and engine belt		
		Inspect, repair and provision of transmission parts	1 pc each Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and electrical accessories	• condenser, evaporator, and fan motor • Freon • Alternator assembly • headlight bulb halogen • Brake light and door opener • 1 set LCD dashboard panel (2 Unit)		
12	**Toyota Hi-Ace 2001, 2006 & 2019 M/T (7 units)**	Replacement of tires	24pcs of tires (195 / 65 R15c) manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	1 pc batteries **3**SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	84 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Repair and replacement of the Under chassis	1 set each ball joint, tie rod, tie rod bar, 1 pc rack and pinion, suspension arm bushing (small/big), 1 pc each of stabilizer bushing link, brake pads, axle bearing with lock and cross joint propeller (front and rear)		
		Repair and replacement of engine	1 pc each timing belt, cam shaft oil seal, crank shaft oil seal, oil pump seal, idler bearing, water pump assembly, oil seal, water coolant and engine belt		

		Inspect, repair and provision of transmission parts	1 pc each Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Inspect, repair, and replace air-condition system and electrical accessories	• 1 pc each condenser, evaporator, and fan motor • 1 kl of Freon • 1 Alternator assembly • 1 set headlight bulb halogen • Brake light and door opener		
13	**Mitsubishi Strada GLS 2019 M/T (8 units)**	Replacement of tires	32 pcs of tires (195 / 65 R15c) manufacturing date is not earlier than 2021, heavy duty		
		Replacement of batteries	1 pc batteries **3**SM, Maintenance Free, at least 15 months warranty		
		Provision for changing oil	112 liters engine oil, 2 pcs each of air filter, oil filter, and fuel filter		
		Check and Inspect of Under Chassis			
		Check and Inspect and Top-up of engine	Water coolant Pressure plate, clutch lining, clutch pork, pilot bearing, secondary master, clutch master, and release bearing		
		Check and Inspect, and provision of transmission parts			
		Check and Inspect, and replace air-condition system and electrical accessories	• condenser, evaporator, and fan motor • Freon • Alternator assembly • Headlight bulb halogen • Brake light and door opener		

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the General and Technical Specifications for the Project: **Comprehensive Repair and Maintenance of DepEd Service Vehicles Through Framework Agreement.**

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Name and Signature
of Authorized Representative

ALLOCATION LIST OF TIRES AND BATTERIES				
ITEM NO.	**MODEL**	**PLATE NUMBER**	**BATTERY SIZE**	**TIRES SIZE**
1	Avanza	A8Z332	NS40	185 / 70 R14
2	Avanza	A9N322	NS40	185 / 70 R14
3	Avanza	A9N380	NS40	185 / 70 R14
4	Avanza	A9N384	NS40	185 / 70 R14
5	Avanza	A9R607	NS40	185 / 70 R14
6	Avanza	A9U700	NS40	185 / 70 R14
7	Avanza	A9V520	NS40	185 / 70 R14
8	INNOVA J DSL	SKC-880	2SMF	205 / 65 R15
9	INNOVA	VB-6187	2SMF	205 / 65 R15
10	INNOVA	SKR-970	2SMF	205 / 65 R15
11	Avanza	VQ 6340	NS40	185 / 70 R14
12	Avanza	VQ 6436	NS40	185 / 70 R14
13	Avanza	VQ 8536	NS40	185 / 70 R14
14	Avanza	VQ 8624	NS40	185 / 70 R14
15	Avanza	VR 5663	NS40	185 / 70 R14
16	Avanza	VU 1384	NS40	185 / 70 R14
17	Avanza	VU 1466	NS40	185 / 70 R14
18	Avanza	VU 5425	NS40	185 / 70 R14
19	Avanza	VU 5495	NS40	185 / 70 R14
20	Avanza	VV 1367	NS40	185 / 70 R14
21	Avanza	VV 1416	NS40	185 / 70 R14
22	County Bus	MV 4084	3SMF (2pcs)	205 / 75 R17.5 (6)
23	County Bus	MV 4085	3SMF (2pcs)	205 / 75 R17.5 (6)
24	Strada GLS	B5-C726	3SMF	265 / 60 R18
25	Strada GLS	B5-C728	3SMF	265 / 60 R18
26	Strada GLS	B5-MOO1	3SMF	265 / 60 R18
27	Strada GLS	B6-I010	3SMF	265 / 60 R18
28	Strada GLS	B6-I020	3SMF	265 / 60 R18
29	Strada GLS	B8-F824	3SMF	265 / 60 R18
30	Strada GLS	B8-F843	3SMF	265 / 60 R18
31	Strada GLS	B6-R190	3SMF	265 / 60 R18
32	Trail Blazer	WD 0912	DIN100	245 / 70 R16
33	Trail Blazer	WD 1615	DIN100	245 / 70 R16
34	Trail Blazer	WD 1624	DIN100	245 / 70 R16
35	Trail Blazer	WD 1627	DIN100	245 / 70 R16
36	Trail Blazer	WD 1783	DIN100	245 / 70 R16
37	Trail Blazer	WD 1958	DIN100	245 / 70 R16
38	ADVENTURE GLX	SJS-187	3SMF	195 / R14c
39	ADVENTURE GLX	SJS-191	3SMF	195 / R14c
40	ADVENTURE GLX	SJS-192	3SMF	195 / R14c
41	ADVENTURE GLX	SJS-201	3SMF	195 / R14c
42	ADVENTURE GLX	SJS-202	3SMF	195 / R14c
43	ADVENTURE GLX	SJS-203	3SMF	195 / R14c
44	ADVENTURE GLX	SJS-205	3SMF	195 / R14c
45	Montero Sport	NM 1605	3SMF	265 / 60 R18
46	Montero Sport	NN 6321	3SMF	265 / 60 R18

47	Montero Sport	NN 6322	3SMF	265 / 60 R18
48	Montero Sport	NN 6502	3SMF	265 / 60 R18
49	Montero Sport	NN 7363	3SMF	265 / 60 R18
50	Grand Livina	SJP-500	1SMF	195 / 65 R15c
51	X-trail	SJP-429 (VFM-610)	3SMF	215 / 65 R16
52	X-trail	SJP-485	3SMF	215 / 65 R16
53	Fortuner	LFV-290	3SMF	265 / 70 R17
54	Fortuner	TS-7499	3SMF	265 / 70 R17
55	Fortuner	SHU-971	3SMF	265 / 70 R17
56	Innova	POC-174	2SMF	205 / 65 R15
57	GRAND STAREX GL	SKP-701	3SMF	215 / 65 R16
58	Hi-Ace	SKV-683	3SMF	195 R 15c
59	Hi-Ace	ZAV-626	3SMF	195 R 15c
60	Hi-Ace	P5-W485	3SMF	195 R 15c
61	Hi-Ace	P5-Y970	3SMF	195 R 15c
62	Hi-Ace	P5-Z134	3SMF	195 R 15c
63	Hi-Ace	P5-Y985	3SMF	195 R 15c
64	Hi-Ace	SKS-114	3SMF	195 R 15c
65	Mitsubishi L300-FB	SEW-914	3SM	195 / R14c

Section VIII. Framework Agreement List

FRAMEWORK AGREEMENT LIST DEPARTMENT OF EDUCATION					
No.	**Item/Service Type and Nature of each Item/Service**	**Vehicles**	**Cost Per Item/Service**	**Maximum Quantity**	**Total Cost per Item/Service**
1	Provision for replacement of new tires for sixty-five (65) vehicles	Avanza	17,480.00	18 units	314,640.00
		Adventure	27,066.67	7 units	189,466.66
		Montero	46,533.32	5 units	232,666.60
		Trailblazer	30,866.67	6 units	185,200.00
		Strada	46,533.32	8 units	372,266.56
		Fortuner	38,866.68	3 units	116,600.04
		Innova	21,493.33	4 units	85,973.33
		Hi-Ace	27,800.00	7 units	194,600.00
		Grand Livina	19,400.00	1 unit	19,400.00
		Xtrail	31,053.32	2 units	62,106.64
		Country Bus	43,900.00	2 units	87,800.00
		L300 FB	27,066.67	1 unit	27,066.67
		Starex	31,053.32	1 unit	31,053.32
				TOTAL	**1,918,839.82**
2	Provision for replacement of battery for sixty-five (65) vehicles	Avanza	5,406.67	16 units	86,506.67
		Adventure	8,126.67	7 units	56,886.69
		Montero	8,126.67	5 units	40,633.35
		Trailblazer	10,100.00	6 units	60,600.00
		Strada	8,126.67	8 units	65,013.36
		Fortuner	8,126.67	3 units	24,380.01
		Innova	6,740.00	4 units	26,960.00
		Hi-Ace	8,126.67	7 units	56,886.69
		Grand Livina	6,376.67	1 unit	6,376.67
		Xtrail	8,126.67	2 units	16,253.34
		Country Bus	8,126.67	4 units	32,506.68
		L300 FB	8,126.67	1 unit	8,126.67
		Starex	8,126.67	1 unit	8,126.67
				TOTAL	**489,256.80**
3	Provision for changing oils for sixty-five vehicles *(PMS shall be rendered after 10,000 kms odometer reading from the last maintenance service or every three (3)*	Avanza ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment;	20,150.00	18 units	362,700.00

	months, whichever comes first) **Note: 3 jobs for each of vehicle**	✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.			
		Adventure ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	26,850.00	7 units	187,950.00
		Montero ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires;	35,250.00	5 units	176,250.00

		✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.			
		Trailblazer ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	34,200.00	6 units	205,200.00
		Strada ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	26,850.00	8 units	214,800.00

		Fortuner ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	30,000.00	3 units	90,000.00
		Innova ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	30,000.00	4 units	120,000.00
		Hi-Ace ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis;	28,950.00	7 units	202,650.00

		✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.			
		Grand Livina ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	23,700.00	1 unit	23,700.00
		Xtrail ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights;	21,600.00	2 units	43,200.00

		✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.			
		Country Bus ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	52,050.00	2 units	104,100.00
		L300 FB ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake;	19,650.00	1 unit	19,650.00

		✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.			
		Starex ✓Change engine oil and filter; ✓Replace air filter, and cabin filter; ✓ Lubricate chassis; ✓Replacement of PCV valve; ✓Check and "top off" all fluids (brake, clutch, power steering) ✓Check and adjust belts; ✓Check all hoses; ✓Check all lights; ✓Check electrical system, including all fuses; ✓Check windshield wipers; ✓Check and adjust doors; ✓Check wheel alignment; ✓Check brake pedal and parking brake; ✓Check brake pads and discs; ✓Check Drive axle service; ✓Check exhaust system; ✓Check & rotate tires; ✓Inspect ball joints and dust cover; ✓Inspect air cleaner filter for diesel engine; ✓Check steering wheel, linkage and gear box; ✓Check front and rear suspension.	19,650.00	1 unit	19,650.00
				TOTAL	**1,769,850.00**
4	Repair and replacement of parts and materials for under chassis of service vehicles	Avanza		16 units	4,289,700.00
		Adventure		7 units	
		Montero		4 units	
		Trailblazer		6 units	
		Strada		8 units	
		Fortuner		2 units	
		Innova		4 units	
		Hi-Ace		6 units	
		Grand Livina		1 unit	
		Xtrail		2 units	
		Country Bus		2 units	
		L300 FB		1 unit	
		Starex		1 unit	
				TOTAL	**4,289,700.00**
5	Provision for the complete repair and replacement of parts of	Avanza		18 units	1,192,600.00
		Adventure		7 units	
		Montero		5 units	
		Trailblazer		6 units	
		Strada		8 units	

	transmission (drive train)	Fortuner		3 units	
		Innova		4 units	
		Hi-Ace		7 units	
		Grand Livina		1 unit	
		Xtrail		2 units	
		Country Bus		2 units	
		L300 FB		1 unit	
		Starex		1 unit	
				TOTAL	**1,192,600.00**
6.	Provision for the complete repair and replacement of parts of transmission (drive train)	Avanza		18 units	1,469,200.00
		Adventure		7 units	
		Montero		5 units	
		Trailblazer		6 units	
		Strada		8 units	
		Fortuner		3 units	
		Innova		4 units	
		Hi-Ace		7 units	
		Grand Livina		1 unit	
		Xtrail		2 units	
		Country Bus		2 units	
		L300 FB		1 unit	
		Starex		1 unit	
				TOTAL	**1,469,200.00**
7	Inspect, repair, and replace air-condition for service vehicles	Avanza		18 units	522,000.00
		Adventure		7 units	
		Montero		5 units	
		Trailblazer		6 units	
		Strada		8 units	
		Fortuner		3 units	
		Innova		4 units	
		Hi-Ace		7 units	
		Grand Livina		1 unit	
		Xtrail		2 units	
		Country Bus		2 units	
		L300 FB		1 unit	
		Starex		1 unit	
				TOTAL	**522,000.00**
8	Repair and replacement of electrical accessories of service vehicles	Avanza		18 units	380,950.00
		Adventure		7 units	
		Montero		5 units	
		Trailblazer		6 units	
		Strada		8 units	
		Fortuner		3 units	
		Innova		4 units	
		Hi-Ace		7 units	
		Grand Livina		1 unit	
		Xtrail		2 units	
		Country Bus		2 units	
		L300 FB		1 unit	
		Starex		1 unit	
				TOTAL	**380,950.00**

9	Repair and Repaint of Body for five (5) vehicles	Fortuner	65,000.00	1 unit	65,000.00
		Country Bus	65,000.00	2 units	130,000.00
		L300 FB	65,000.00	1 unit	65,000.00
		Starex	65,000.00	1 unit	65,000.00
				TOTAL	**325,000.00**
				TOTAL ABC: PHP 12,357,396.62	

Expected delivery timeframe after receipt of a Call-Off	*Within twenty (20) calendar days upon receipt of Call-off.*	
Remarks	*Indicate here any other appropriate information as may be necessary.*	
SIGNATURE OVER PRINTED NAME	**POSITION**	**DEPARTMENT/DIVISION**

Section VIX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

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; **and**

☐ (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; **and**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (f) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

If a Joint Venture has been registered, a ***Certificate of Registration issued by SEC*** *must be submitted prior to Contract, in* ***accordance with NPM No. 163-2015.***

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

☐ (i) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (j) 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).

Note: The bidder must carefully read the full description of the above requirements, and submit the said requirements as specified.

The bidders are required to provide a Table of Contents, and corresponding label for each submitted technical and financial component document to ensure that the submitted requirements are complete, and facilitate easier examination and/or evaluation of the documents by the BAC.

Bid Forms

List of all Ongoing Government & Private Contracts Including Contracts Awarded *BUT* Not Yet Started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owner's Name 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	
Government								
Private								

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

Submitted by: _____

Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____

STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name :_____

Business Address :_____

Name of Contract	a. Owner's Name 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	%		
Government						
Private						

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

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

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

Submitted by :

(Printed Name and Signature)

Designation :

Date :

JOINT VENTURE AGREEMENT FORM

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

NAME OF PROJECT	CONTRACT AMOUNT

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

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

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

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

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

_____ _____

SIGNED IN THE PRESENCE OF:

_____ _____

Witness Witness

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

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

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

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

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

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

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

NOTARY PUBLIC
Until December 31, 20__

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

NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

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

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

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

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

NFCC = P _____

K = 15 regardless of contract duration

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

Submitted by:

_____

Name of Supplier / Distributor / Manufacturer

_____

Signature of Authorized Representative

Date : _____

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

Bid Security (Bank Guarantee) Form

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____
WITNESS _____ SEAL _____

(Signature, Name and Address)

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF__) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*
   [If a sole proprietorship:] The owner or sole proprietor is not related to the

Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examine all of the Bidding Documents;
   b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
   c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this day of_, 20 at _____, Philippines.

_____

Name and Signature of Bidder's
Authorized Representative

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____
Project Identification No.: _____

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

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

_____
_____
_____
(if none, state "None")]

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

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

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

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

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

Name: _____
Legal capacity: _____
Signature: _____
Duly authorized to sign the Bid for and behalf of: _____
Date: _____

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

Name of Bidder_____Project ID No._____Page____of _____

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

   a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
      i. Procuring Entity has no claims filed against the contract awardee;
      ii. It has no claims for labor and materials filed against the contractor; and
      iii. Other terms of the contract; or

   b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

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

Performance Security (Bank Guarantee) Form

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

Attention: The Chairperson
Bids and Awards Committee

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

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

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

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

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

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

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

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

PROJECT: Comprehensive Repair and Maintenance of DepEd Service Vehicles through Framework Agreement

CONTRACT NO.: 2022-AdmS5(005)-BIV-CB-028

FRAMEWORK AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into this _____ day of _____, 20__ by and between:

The **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its _____**,** as per Department Order No. 023, s. 2021 (hereinafter referred to as **"DEPED"**);

-And-

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

WITNESSETH, that

WHEREAS, **DEPED** and the **SUPPLIER/SERVICE PROVIDER** wish to enter in a framework agreement for the _____.

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

WHEREAS, **DEPED**, from time to time, has the option to purchase some or all of the goods and services provided in the Framework Agreement List, attached and made an integral part of this Agreement, on a date and time to be determined in the Call-Off or series of Call-Off to be issued for such purpose by **DEPED**; and

WHEREAS, the **SUPPLIER/SERVICE PROVIDER** which passed the eligibility screening conducted by the **DEPED**, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

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

Article I
GENERAL CONSIDERATIONS

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

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

"Agreement"	Refers to this Framework Agreement, including and all other documents referred to;
"Agreement Commenment Date"	the date for commencement of this Agreement specified in the Notice to Proceed or Notice to Execute a Framework Agreement;
"Call-Off"	a specific procurement request or order made by **DEPED** within the duration of the Framework Agreement exercising the option and requiring the **SUPPLIER/SERVICE PROVIDER** to deliver the goods/services agreed upon under the terms and conditions of Framework Agreement;
"Charges"	refers to the charges and the disbursements payable by **DEPED**, in consideration of the due performance of services, as specified in or calculated in accordance with this Agreement;
"DEPED"	refers to the Procuring Entity subject of this Framework Agreement;
"Framework Agreement"	refers to the written agreement between the **DEPED** and the **SUPPLIER/SERVICE PROVIDER** that identifies the terms and conditions under which specific purchases, otherwise known as "Call-Offs", are made for the duration of the agreement. The Framework Agreement is in nature of an option contract between **DEPED** and the **SUPPLIER/SERVICE PROVIDER** granting the **DEPED** the option to either place an order for any of the goods or services indetified in the Framework Agreement List or not buy at all, within a period of one (1) year ;
"Framework Agreement List"	Refers to the list of goods or services, and their corresponding technical specifications, scope of work, projected quantities, and estimated prices,

subject of the Framework Agreement. This shall be limited to repeatedly required goods that are (i) indentified to be necessary and desirable, but, by its nature, use, or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined; and (ii) using a Framework Agreement is most practical, economical, and advantageous for the **DEPED**.

"Supplier/Service Provider" refers to the winning bidder.

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

   a) The **SUPPLIER's/SERVICE PROVIDER's** bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

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

   c) Notice of Award;

   d) Schedule of Requirements;

   e) The Framework Agrrement List and Technical Specifications/Scope of Services;

   f) General and Special Conditions of the Contract;

   g) Performance Securing Declaration;

   h) Bid Bulletin Nos. _____;

   i) Call-Offs

Article II
DURATION

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

Article III
CONSIDERATION

For the consideration of one peso (Php 1.00), the **DEPED shall** have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and the **SUPPLIER/SERVICE PROVIDER** commits to deliver the goods and perform the services required subject to the conditions of the Call-off.

Article IV
PERFECTION OF PROCUREMENT CONTRACT

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

Article V
OBLIGATION TO ANSWER A CALL-OFF

Once **DEPED** issues a Call-off, the **SUPPLIER/SERVICE PROVIDER** is bound to deliver the goods or perform the services identified at the same time and date specified in the Call-off.

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

Article VI
TERMS AND CONDITIONS

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

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

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

Signed, sealed, delivered by _____ the _____ (for the SUPPLIER/SERVICE PROVIDER)

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines, this _____ day of _____ 2022 personally appeared:

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

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

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

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

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

NOTARY PUBLIC

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To: **Department of Education**
[name of Contract]

Gentlemen and/or Ladies:

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

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

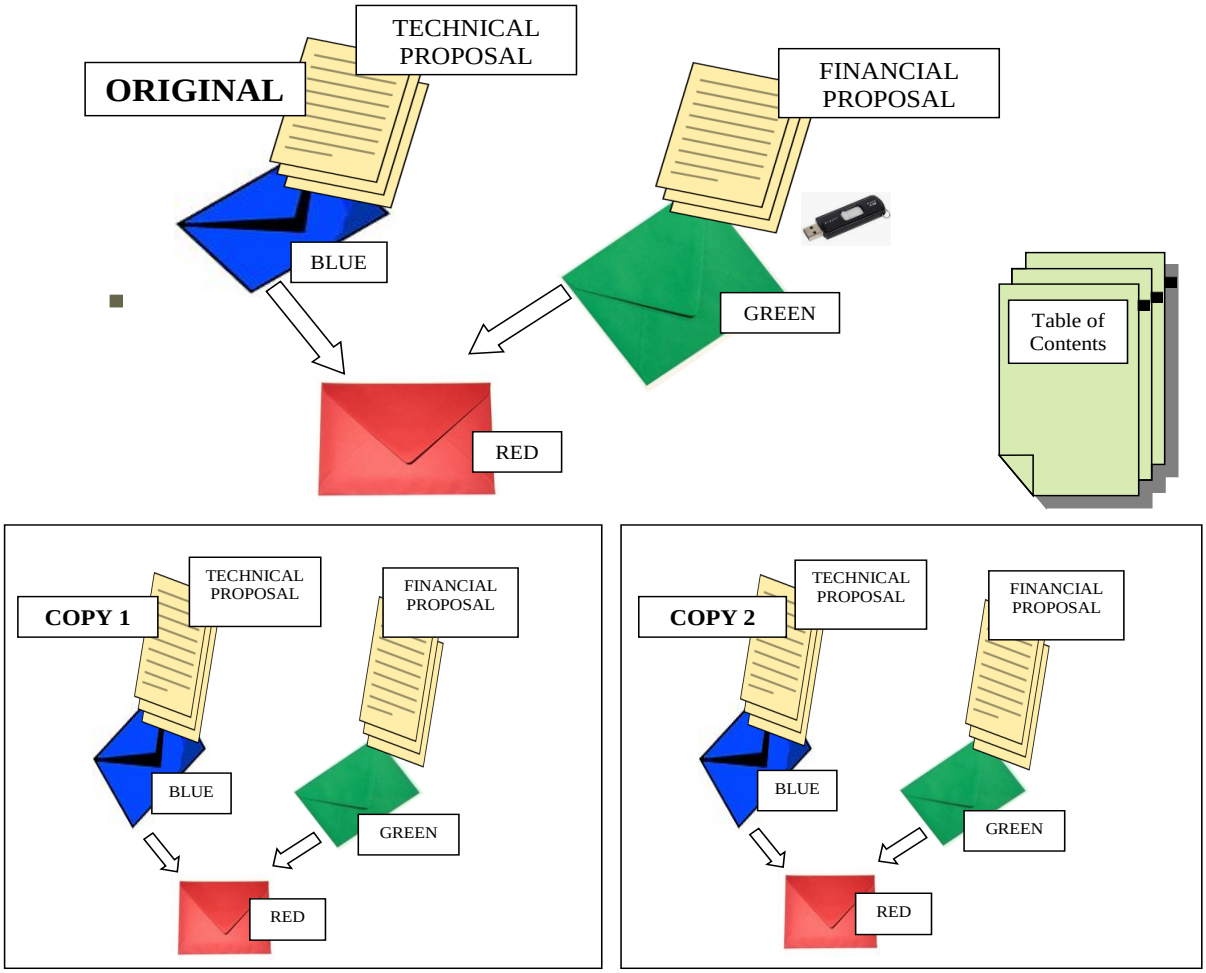
Signature and seal of the Guarantors

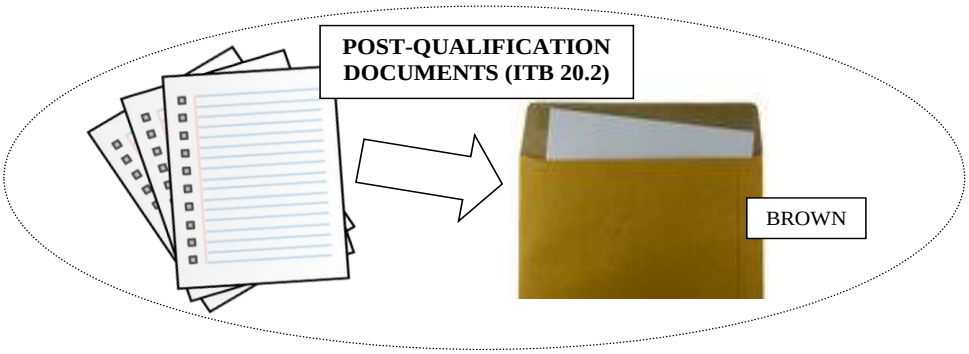
_____
[name of bank or financial institution]

_____
[address]

_____
[date]

SEALING AND MARKING OF BIDS





ORIGINAL / COPY NO. _____

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

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

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

Republic of the Philippines

gpdb

Government Procurement Policy Board