

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of Meals for the Conduct of CO PRAISE “Salu-Salo” Together**

**Government of the Republic of the Philippines**



**Bureau of Human Resource and Organizational Development- Employee  
Welfare Division (BHROD-EWD)**

**May 2023**

**2023-BHROD2(016)-BIII-CB-041**

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***



**Republic of the Philippines**  
**Department of Education**  
**PROCUREMENT MANAGEMENT SERVICE**

\* \* \* \* \*

**Bids and Awards Committee III**

**PROJECT NO. 2023-BHROD2(016)-BIII-CB-041**

**INVITATION TO BID**

FOR THE

**Procurement of Meals for the Conduct of CO PRAISE  
 “Salu-Salu” Together**

- The **Department of Education (DepEd)**, through the *Government of the Philippines (GOP) under 2023 GMS (Current Funds)*, intends to apply the sum of **Philippine Pesos One Million, Three Hundred Thirty Thousand, and 00/100 (Php1,330,000.00)**, being the total Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Meals for the Conduct of CO PRAISE “Salu-Salu” Together** detailed as follows:

Description	Quantities	Approved Budget for the Contract (ABC) In Php
Meals (worth P700.00)	1,900	<b>1,330,000.00</b>

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

- The **DepEd**, through the **Bids and Awards Committee (BAC) III**, now invites bids for the goods/services contemplated in this project. Expected completion of delivery of the goods/services per item is detailed specified in **Section VI. Schedule of Requirements** and **Section VII. Technical Specifications** of this bidding documents.

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

- 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 – BAC Secretariat Division (ProcMS-BACSD)** 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 – BAC Secretariat Division, 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](mailto:depedcentral.bacsecretariat@deped.gov.ph) by accomplishing a bidder's information sheet (**Annex "A"**). Upon receipt of the bidder's information sheet, the BAC Secretariat Division will send through email the details of the DECS OSEC Trust Fund Account for payment. Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

Amount of Bidding Documents shall be ***Philippine Pesos Five Thousand and 00/100 (PhP5,000.00).***

6. The **DepEd** will hold a Pre-Bid Conference for this Project on **November 22, 2023, 10:00 A.M.** at **BHROD Conference Room, 4<sup>th</sup> Floor, Mabini 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 **09:30 A.M. of December 4, 2023** at **BHROD Conference Room, 4<sup>th</sup> Floor, Mabini 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 **December 4, 2023, 10:00 A.M. at BHROD Conference Room, 4<sup>th</sup> Floor, Mabini Building, DepEd Complex, Meralco Ave., Pasig City.** Bids will be opened in the presence of the bidders' representatives who choose



to attend the activity.

Only **one (1) representative** per bidder will be allowed to enter inside the venue.

**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:

**JERAHMEEL A. BALDELOVAR**

Technical Assistant II

Procurement Management Service - BAC Secretariat Division

Rm. M-511, 5th Floor, Mabini Bldg.

DepEd Central Office Complex Meralco Avenue, Pasig City

Telephone Nos. 8636-6542 or 8633-9343

Email address: **[depedcentral.bacsecretariat@deped.gov.ph](mailto:depedcentral.bacsecretariat@deped.gov.ph)**

12. You may visit the following websites:

For downloading of Bidding Documents:

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

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

*Date of Issuance of Bidding Documents: **November 15, 2023***

**SGD.**

RESTY C. OSIAS

*Director IV and Vice-Chairperson*

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

## 1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd)**, through its **Bureau of Human Resource and Organizational Development- Employee Welfare Division (BHROD-EWD)** wishes to receive Bids for the **Procurement of Meals for the Conduct of CO PRAISE “Salu-Salo” Together**, with project identification number **2023-BHROD2(016)-BIII-CB-041**.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **GAA 2023** in the amount of **Philippine Pesos One Million, Three Hundred Thirty Thousand, and 00/100 (Php1,330,000.00)**.

2.2. The source of funding is the General Appropriations Act **2023** under **2023 GMS (Current Funds)**. Pursuant to **NBC No. 590**, the funds for this project shall be valid for release, obligation, and disbursement 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.

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

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

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

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder should have Single Largest Completed Contract (SLCC) **at least one (1)** contract similar to the project to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority's (PSA's) consumer price index (CPI), 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 should be equivalent to **at least twenty-five percent (25%)** of the ABC of the bid for and the largest of these similar contracts must be equivalent to **at least half of the percentage of the ABC** as required.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

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

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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

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

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within a period of **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of

interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, as listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency

accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

a. Philippine Pesos.

#### **14. Bid Security**

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

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

#### **15. Sealing and Marking of Bids**

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

The Procuring Entity may request additional hard copies of the Bid and/or electronic copies. **Any discrepancy between the hard/paper copies and the copies contained and as presented in the USB Flash Drive, the hard/paper copies will prevail.**

#### **16. Deadline for Submission of Bids**

16.1. The Bidders shall submit on the specified date and time and either at its physical address indicated in paragraph 7 of the **IB**.

#### **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lot, and evaluation will be undertaken on a per lot basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot separately.
- 19.3. The descriptions of the line item shall be indicated in **Section VII (Technical Specifications)**, although the ABC of the line item is indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABC for the line item participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one (1) contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABC for the line item participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC for the line item participated in by the prospective Bidder.

## **20. Post-Qualification**

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

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

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



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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <b>Procurement of Meals</b></p> <p>b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</p>
7.1b	<p><b>Subcontract</b></p> <p>Subcontracting is not allowed.</p>
9	<p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity's address is:</p> <p style="padding-left: 40px;"><b>ASec. Dexter A. Galban</b>  <i>Bids and Awards Committee (BAC) III</i>  <i>c/o Procurement Management Service-BAC Secretariat Division</i>  <i>Rm. M-511, 5th Floor, Mabini Bldg.</i>  <i>DepEd Central Office Complex Meralco Avenue, Pasig City</i>  <i>Telephone Nos. 8636-6542 or 8633-9343</i>  <i>Email address: depedcentral.bacsecretariat@deped.gov.ph</i></p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p>
11	<p><b>Documents comprising the Bid: Financial Component</b></p> <p>The second bid envelope shall contain the financial documents for the Bid, and the Bid Form and Price Schedule as prescribed in the forms provided herein.</p>
12	<p>The price of the Goods shall be quoted <b>DDP (DepEd Central Office)</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>Bid prices should be written in <b>two (2) decimal places only</b>. Bid prices that are written in more than two (2) decimal places shall be rounded off.</p> <p><b>Results of bid evaluation that will exceed the ABC shall be a ground for rejection of the bid(s).</b></p>

14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>PhP26,600.00</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>PhP66,500.00</b>, if bid security is in Surety Bond.</li> </ul>
14.2	<p>Bid securities, other than a Bid Securing Declaration, shall be turned over to the DepEd Cash Division for custody. The Bid Securing Declaration shall be under the custody of the BAC Secretariat.</p> <p>Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information or feature of the document.</p>
15	<p>Prospective bidders shall enclose their original eligibility and technical documents in a <b>sealed envelope</b> marked as <b>“ORIGINAL – TECHNICAL PROPOSAL.”</b> Copies thereof shall be similarly sealed in envelopes marked as <b>“COPY NO. 1 – TECHNICAL PROPOSAL”</b> and <b>“COPY NO. 2 – TECHNICAL PROPOSAL.”</b> In addition, the USB Flash Drive containing the soft copy of the original eligibility and technical documents shall be marked as <b>“USB Flash Drive.”</b> The said envelopes containing the original and the copies, and the flash drive shall then be enclosed in one single envelope marked as <b>“TECHNICAL PROPOSAL”</b>. On the other hand, the original of their financial documents shall be enclosed in <b>another sealed envelope</b> marked as <b>“ORIGINAL – FINANCIAL PROPOSAL.”</b> Copies thereof shall be similarly sealed in envelopes marked as <b>“COPY NO. 1 – FINANCIAL PROPOSAL”</b> and <b>“COPY NO. 2 – FINANCIAL PROPOSAL.”</b> The USB Flash Drive containing the soft copy of the original financial documents shall be marked as <b>“USB Flash Drive.”</b> The said envelopes containing the original and the copies, and the flash drive shall then be enclosed in one single envelope marked as <b>“FINANCIAL PROPOSAL.”</b> Further, the envelopes marked as <b>“TECHNICAL PROPOSAL”</b> and <b>“FINANCIAL PROPOSAL”</b> shall be enclosed and/or sealed in an outer envelope marked as <b>“MOTHER ENVELOPE.”</b> <i>(See Illustration 1).</i></p> <p><b>Any discrepancy between the hard/paper copies and the copies contained and as presented in the USB Flash Drive, the hard/paper copies will prevail.</b></p> <p>Original copies of the Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s) for validation.</p> <p>To facilitate the receipt and classification of bid envelopes, <b>mother envelope shall be RED, the inner envelope containing Technical Proposal shall be Blue, the inner envelope containing Financial Proposal shall be Green, and the Post-Qualification Documents shall be Brown.</b></p>

Post-qualification documents may be submitted during the bidding but this does not disqualify bidders who will not submit post-qualification documents during bid submission.

**Note: Each Bidder shall submit three (3) paper copies (one (1) original and two (2) copies) of its bid and two (2) USB Flash Drive electronics copies (one Technical Component and one Financial Component). The E-copy of the Price Schedule must be in the form of Excel and PDF.**

**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 themisplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

**Online submission of bids is not allowed.**

19.3 The Project shall be awarded as follows:

Description	Quantities	Approved Budget for the Contract (ABC) In Php
Meals (worth P700.00)	1,900	1,330,000.00

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)

**The NFCC must be supported by the following documents: 1) Certified true copies of the Income Tax Return for the preceding year which should not be earlier than two (2) years from date of bid submission; and 2) 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.**

	<p>If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC of the item bid for: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.</p> <p>In any case, the NFCC computation or committed line of credit, as well as the SLCC, must be sufficient for all the item or contracts bid. The NFCC computation shall be in accordance with the prescribed form.</p> <p>In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the <b>LOCAL LEAD PARTNER</b>, <u>unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.</u></p> <p>For this purpose, the local lead partner shall be that person/organization/company identified in the Joint Venture Agreement or in the Letters of Intents (for potential JV partners) shown to have the controlling stakes in the JV.</p> <p>For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them.</p>
20.1	<p>Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <ul style="list-style-type: none"> <li>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;</li> </ul> <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p> <ul style="list-style-type: none"> <li>b. Other appropriate licenses and permits required by law and stated in the <b>BDS</b>.</li> </ul> <p>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present/submit:</p> <ul style="list-style-type: none"> <li>a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Single Largest Completed Contract which may consist of the following: appropriate and clear duly signed</li> </ul>

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 Class "A" Eligibility documents.
- c. Certified true copy documents as issued by the certifying/authorized agencies.

During post-qualification, compliance of the goods offered with the requirements specified in this bidding document shall be determined, including the following:

- i. **As per Section 34.3, b.ii, item a, of the IRR of R.A. 9184,** verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its ongoing government and private contracts, if any of these ongoing contracts shows:
  - a. Negative slip page of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent (10%) in each of two (2) or more contracts;
- ii. **As per Section 34.3, b.iii, item a to c, of the IRR of R.A. 9184,** verification and/or inspection and testing of the goods/product, aftersales and/or maintenance capabilities, in applicable cases, as well as checking the following:
  - a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;
  - b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or
  - c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection.

If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the bidder from the award, for the procurement of goods.

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

	<p>appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.</p> <p>To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in <i>Section II. ITB 20.1</i>.</p> <p>The envelope shall be placed in a <b>brown</b> envelope and marked:</p> <p>ITB 20.1 Documents</p> <p style="padding-left: 40px;">Name of Project: _____</p> <p style="padding-left: 40px;">Bid Opening Date: _____</p> <p style="padding-left: 40px;">Name of Bidder: _____</p> <p>Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.</p>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p>

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



## 1. **Scope of Contract**

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

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

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

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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 order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

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

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

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

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

# Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable under this Contract shall be <b>DDP (Duties Delivered Paid)</b> in accordance with INCOTERMS. Risk and title to the goods shall pass from the Supplier to DepEd upon receipt and final acceptance of the goods at the designated delivery site (<b>DepEd Central Office</b>).</p> <p>The goods to be delivered by the Supplier must be in accordance with the Technical Specifications and other requirements indicated in the bidding documents, and/or as may be reasonably deemed necessary to effect the full and timely delivery of the goods.</p> <p>For purposes of this Clause, the representative of the Department of Education (DepEd) at the delivery Site shall be the <b>Bureau of Human Resource and Organizational Development- Employee Welfare Division (BHROD-EWD) through MS. EUGENIA TULIAO, for the End-User Unit, and MR. ALBERT ALANO, for the Inspectorate Team.</b></p> <p>Upon delivery of the goods to the delivery site, the Supplier shall notify DepEd and present the following documents:</p> <ol style="list-style-type: none"> <li>1. Original and four copies of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount;</li> <li>2. Original (white copy) and scanned copy stored in CD/DVD/Flash Drive of the pre-numbered Inspection and Acceptance Report (IAR) and Delivery Receipt (DR) detailing number and description of goods received and duly signed and dated by the ARP.</li> </ol> <p>In case the Supplier encounters conditions impeding timely delivery of the goods, it must promptly notify DepEd in writing within five (5) calendar days from notice of such conditions, and any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. The Supplier must provide sufficient proof to support any request for work suspension and/or contract period extension.</p> <p><b>Packaging –</b></p>

	<p>As may be applicable for goods to be delivered, the Supplier shall provide such packaging as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided, if any, specified below, and in any subsequent instructions ordered by DepEd.</p> <p>Individual envelopes for each recipient shall be provided.</p> <p><b>Transportation –</b></p> <p>Transport of the goods shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>DepEd accepts no liability for the damage of goods during transit. Risk and title 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.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify DepEd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.</p>
2.2	<p><b>Schedule of Payment</b></p> <p>One Hundred Percent (100%) of the Contract Price shall be paid to the Supplier within 60 days after the date of delivery and acceptance of the goods at the delivery site and upon submission of the following documents:</p> <ul style="list-style-type: none"> <li>i. Quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract;</li> <li>ii. duly signed Delivery Receipts, and</li> <li>iii. Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized DepEd representative, that the goods have been delivered and/or properly installed and commissioned in accordance with the contract.</li> </ul> <p>Release of the retention money or special bank guarantee shall be at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.</p>

	<p>(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user [<b>Bureau of Human Resource and Organizational Development- Employee Welfare Division (BHROD-EWD)</b>] and the Contract Management Division of the Procurement Service, Central Office).</p> <p>Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee in the amount equivalent to one percent (1%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.</p>
3	<p><b>Performance Security</b></p> <p>The Performance Security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The Supplier shall be responsible for the extension of its performance security and/or renewal of its performance security whenever necessary and/ without need of prior notice or instruction from DepEd, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.</p> <p>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition or alteration affects any materials information or feature of the document.</p>
4	<p><b>Inspection</b></p> <p>Where applicable for goods to be delivered, pre-delivery inspections and tests shall be conducted by DepEd through the duly designated Inspectorate Team. The said inspections and tests shall be made upon notice to the DepEd of the readiness of the goods for inspection and testing. A turnaround period of not more than <b>THIRTY (30) WORKING DAYS</b> 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 shall ensure convenient access to the goods for inspection. The Supplier shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection.</p> <p>DepEd shall have the right to visit and inspect the Supplier's premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess the Supplier's capacity to discharge its contractual obligations.</p> <p>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 in accordance with the warranty provision of this bidding document. The replacement goods for this reason shall be subject to re-inspection.</p> <p>Goods are considered defective when they are unfit for the use for</p>

	<p>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.</p> <p>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.</p>
5	<p><b>Warranty</b></p> <p>A comprehensive and onsite warranty for three (3) months for the Goods will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered Goods have been duly inspected and accepted (i.e. final acceptance).</p> <p>The obligation for the warranty shall be covered by retention money in an amount equivalent to one percent (1%) of the payment or a special bank guarantee equivalent to one percent (1%) of the Contract Price.</p> <p>In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.</p> <p>The <b>Special Bank Guarantee</b> 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 materials information or feature of the document.</p>

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



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

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

Description	Quantities	UOM	Delivery Period
Meals (worth P700.00)	1,900	pcs	Within 7 calendar days upon receipt of the Notice to Proceed (NTP) and approval of the sample

**B. Delivery Schedule**

Complete delivery shall be made **within seven (7) calendar** days upon receipt of **Notice to Proceed (NTP) or as may be indicated in the NTP in coordination with DepEd BHRD-EWD.**

Allocation List for the Distribution of Meals for the Conduct of DepEd CO PRAISE "Salu-Salu Together		Qty.
Regular		980
COS		782
NEU		10
Coop		8
Blue Guards		78
Canteen		32
COA		10
<b>TOTAL</b>		<b>1900</b>

**C. Delivery Sites**

Goods shall be delivered and inspected at **DepEd Central Office, Meralco Avenue, Pasig City.**

**Statement of Compliance**

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

\_\_\_\_\_  
Name and Signature of Bidder's Authorized Representative

## ***Section VII. Technical Specifications***

# Technical Specifications

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

**GENERAL SPECIFICATIONS**

<b>Line Item No.</b>	<b>Specification</b>	<b>STATEMENT OF COMPLIANCE</b> (State Comply or Not Comply)	<b>BIDDER'S ACTUAL OFFER</b>
1	Free delivery for bulk orders of quality fast food meals for Breakfast, Lunch and PM Snacks		
2	Food is prepared in a clean and comfortable place; food is served/packed in hygienic and food-safe containers/boxes		
3	Service provider must be a fast food chain with existence of at least seven (7) years and with at least five (5) branches within the area of Pasig/Mandaluyong City		
4	Service provider must fall under the fast-food category to avoid serving perishable food and can customize or tailor the preferred food requirements for Halal		
5	With stand-by store crew/staff to provide assistane/manpower with the unloading of delivered goods and during the distribution of meals		
6	Service provider must have their own delivery trucks/van/car to ensure food is safe during transportation		
7	Bidders are given the option to bid for one (1) lot only; Award of contract shall be on a per lot basis		

**DETAILED TECHNICAL SPECIFICATIONS**

<b>Lot No.</b>	<b>Description</b>	<b>Specification</b>	<b>STATEMENT OF COMPLIANCE</b> (State Comply or Not Comply)	<b>BIDDER'S ACTUAL OFFER</b>
1	Breakfast	Inclusions: 1. Fish fillet and/or beef 2. Hard boiled egg 3. 1 cooked rice 4. Sweets (dessert) 5. Lumpiang Shanghai (port) 6. Bottled water		
2	Lunch	Inclusions: 1. Quarter chicken/grilled pork (or combination of both) 2. 1 steamed rice 3. 2 side dishes 4. 1 bottled drink		
3	PM Snacks	Inclusions: 1. ChickenPie/burger/mammon /marble rice/cake slice 2. Chips 3. Bottled juice drinks		

**STATEMENT OF COMPLIANCE**

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Procurement of Gift Certificates for DepEd CO Personnel as 2023 Year-End Incentive.**

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

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



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

**BIDS AND AWARDS COMMITTEE III  
CHECKLIST FOR BID OPENING  
(GOODS AND SERVICES)**

Project: **Procurement of Meals for the Conduct of CO PRAISE “Salu-Salo” Together**

Project No.:

ABC: **PhP** \_\_\_\_\_

End-User/PMO:

Date, Time & Venue of Bid Opening:

Name of Bidder: \_\_\_\_\_

	DOCUMENT	REMARKS		
		Info / Details	Lead Partner	JV Partner
<b>I.</b>	<b>TECHNICAL COMPONENT</b>			
1	One (1) original copy, Two (2) copies and (1) USB/flash drive			
2	Valid <b>Certificate of PhilGEPS Registration (Platinum Membership)</b>	Certificate No.		
		Date Issued		
		Valid Until		
3	Duly signed statement of <b>all ongoing government and private contracts</b> , including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.	Total Amount		
4	Prospective bidder should have completed, within a period of <b>five (5) years</b> immediately preceding the deadline for submission of bids, <b>Single Largest Completed Contract (SLCC)</b> 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 <b>at least twenty-five percent (25%)</b> of the ABC of the lot bid for;	Year (not earlier than _____)		
		Name of Contract (SLCC) at least 25% of the ABC of the lot bid for (PhP _____)		
		Amount of SLCC		
		Sufficient or Insufficient		
	<b>OR</b>	<b>OR</b>		
	<b>at least two (2) similar contracts</b> and the total of the aggregated contract amount should be equivalent to <b>at least twenty-five percent (25%)</b> of the ABC of the lot bid for, and the largest of these similar contracts must be equivalent to <b>at least twelve percent (12%)</b> of the ABC of the lot to be bid.	Total No. of Aggregate Contracts		
		Total Amount of largest stated contract at least 12% of the ABC of the lot bid for (PhP _____)		
		Sufficient or Insufficient		
5	Original copy of <b>Bid Security, OR</b>	Form		
		Issuing Firm		
		Amount		

		End of Validity		
		<i>Sufficient or Insufficient</i>		
6	Original notarized <b>Bid Securing Declaration</b> , an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days from receipt of NOA, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB	Form		
		Issued By		
		Notary Public		
		PTR No.		
7	Bidder's Technical Specifications in conformity with <b>Section VI. Schedule of Requirements</b> and <b>Section VII. Technical Specifications</b> , with bidder's statement of compliance and original signature of bidder's authorized signatory	Schedule of Requirements		
		Technical Specifications		
8	Original duly signed <b>Omnibus Sworn Statement (OSS)</b> ; and if applicable, <b>Original Notarized Secretary's Certificate</b> in case of a corporation, partnership, or cooperative; or <b>Original Special Power of Attorney</b> 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.  (Note: <b>For Partnership</b> , in case the owner of the company will sign, submit the bid documents, and personally participate in the bid, the <b>Special Power of Authority (SPA)</b> is <b>NOT</b> needed. In lieu of SPA, an <b>Affidavit</b> shall be submitted stating therein that he is the owner of the company, can sign documents, and transact business for his company. However, in case he is represented by an agent or authorized representative, a SPA shall be submitted).	Notary Public		
		PTR No.		
		Name of Authorized Representative		
		Position/ Designation		
		Notary Public		
		PTR No.		
9	Duly signed Computation of <b>Net Financial Contracting Capacity (NFCC)</b> which shall be at least equal to the ABC being bid; or	Current Assets		
		Current Liabilities		
		Ongoing Projects		
		TOTAL NFCC		
10	<b>Committed Line of Credit or Credit Line Certificate</b> at least equal to ten percent (10%) of the ABC to be bid.	Issuing bank		
		Amount of CLC		
		<i>Sufficient or Insufficient</i>		
11	If applicable, a duly signed <b>Joint Venture Agreement (JVA)</b> in case the joint venture is already in existence; <b>or</b> duly <b>notarized statements</b> 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.	Official Representative and percentage of share and interest		
12	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.			
13	For 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.			
<b>II</b>	<b>FINANCIAL COMPONENT</b>			
1	One (1) original copy, Two (2) copies, and One (1) USB/flash drive			
2	Duly signed original copy of <b>Financial Bid Form</b>	Amount		
		Valid Until		
3	Duly signed original copy of <b>Price Schedule Form</b> ( <i>Annex B</i> )			
<b>III</b>	<b>OPTIONAL (Section III, BDS Clause 20.1) in a separate envelope</b>			
1	Latest income and business tax returns: Printed copies of the electronically filed Income Tax and	Taxpayer Identification Number		



	Business Tax Returns with a copy of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;  Only tax return filed and taxes paid through the BIR Electronic Filing and Payments Systems (EFPS) shall be accepted.	Tax Period		
		Date Filed		
		Revenue District Office		
		Reference No.		
		Date Received by BIR		
		OR No.		
2	Registration certificate from SEC, DTI for sole proprietorship, or CDA for cooperatives, or any proof of such registration	DTI Cert. No.		
		SEC Reg. No.		
		CDA Registry No.		
		Registration Date		
3	Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located	Expiration Date		
		Mayor's Permit No.		
		Place of Issue		
		Issuance Date		
4	Tax Clearance per Executive Order 398, Series of 2005	Expiration Date		
		TCC No.		
		Issuance Date		
5	Audited financial statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission, showing among others the total and current assets and liabilities	Expiration Date		
		Year		
		Auditor		

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.

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

*Business Name* : \_\_\_\_\_

*Business Address* : \_\_\_\_\_

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

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

Submitted by: \_\_\_\_\_

Printed Name and Signature of Authorized Representative

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT**

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

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

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

- 1) Copy of End-User's Acceptance; 2) Official Receipts; and 3) Sales Invoice

Submitted by : \_\_\_\_\_

(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## Joint Venture Agreement Form

\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

<i>NAME OF PROJECT</i>	CONTRACT AMOUNT

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

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

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

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

Done this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

\_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ personally appeared:

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

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

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

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

NOTARY PUBLIC  
Until December 31, 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.*



## PURCHASE ORDER

Supplier	: _____	P.O. No.	: _____
Address	: _____	Date	: _____
Email	_____	Mode of	
Address	: _____	Procurement	: <u>CB</u>
Telephone		End-User	: <u>BHROD-EWD</u>
Nos.	: _____		
TIN	: _____		

Gentlemen:

Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery	: <u>DepEd Central Office – Employee Welfare Division</u>	Delivery Term	: Within seven (7) calendar days upon receipt of the Notice to Proceed (NTP) and approval of the sample
Date of Delivery	: <u>Within seven (7) calendar days upon receipt of the Notice to Proceed (NTP) and approval of samples</u>	Payment Term	: (see Terms and Conditions)

Project Title: **Procurement of Meals for the Conduct of CO PRAISE “Salu-Salo” Together**

DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL BID PRICE
<b>Meals (Worth P700.00)</b>	Pcs.	1,900		

**TOTAL**

(Total Amount in Words) **and 00/100 Pesos Only**

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay shall be imposed.

Very truly yours,

\_\_\_\_\_  
Authorized Official

Conforme:

\_\_\_\_\_  
Signature Over Printed Name of Supplier

\_\_\_\_\_  
Date

Funds  
Available:

OR No. : \_\_\_\_\_

Amount : \_\_\_\_\_



## TERMS AND CONDITIONS

1. Supplier shall be responsible for the source(s) of its supplies/materials/equipment; and shall make deliveries in accordance with schedule, quality and specifications of the award or purchase order (PO). Failure by the Supplier to comply with the same shall be ground for cancellation of the award or purchase order issued to the Supplier and forwarding the item(s) to the next lowest responsive bidder at Procuring Entity's option.
2. Supplier shall pick up purchase order(s) issued in its favor within three (3) days after receipt of notice to that effect. A fax transmission or electronic mail shall constitute an official notice to the Supplier. Thereafter, if the purchase order remains unclaimed, the said purchase order shall be cancelled. To avoid delay in the delivery of the requesting agency's requirement, all defaulting Suppliers shall be precluded from delivering substitute items.
3. Subject to the provisions of the preceding paragraph, where Supplier has accepted a purchase order but fails to deliver the required goods within the time called for in the purchase order, Supplier shall be charged liquidated damages (LD). The amount of LD, deductible from payments due to Supplier, shall be one tenth of one percent (0.1%) of the cost of the undelivered goods in the PO for every day of delay. Once the cumulative amount of LD reached 10% of the amount of PO, the Procuring Entity shall rescind the PO without prejudice to other courses of actions open to the Procuring Entity under RA 9184 and its IRR, and other laws.
4. All deliveries of the Supplier shall be subject to inspection and acceptance by the Procuring Entity. All necessary tests undertaken or caused to be undertaken by the Procuring Entity on the goods shall be for the account of the supplier.
5. Rejected deliveries shall be construed as non-delivery of goods so ordered and shall be subject to liquidated damages and rescindment of the PO prescribed in paragraph 3 hereof.
6. Supplier shall guarantee its deliveries to be free from defects. Any defective item or goods that may be discovered by the Procuring Entity within the warranty period after acceptance of the same shall be replaced by the supplier within seven (7) calendar days upon receipt of a written notice to that effect free of cost to the Procuring Entity. Supplier hereby commits a 3-month warranty on the goods in this PO.
7. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
8. As a pre-condition to payment, IMPORTATION DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the Procuring Entity.
9. All payments are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.
10. Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the Contract upon submission of an irrevocable letter of credit or Bank Guarantee issued by a Universal or Commercial Bank.

Proponent may submit a request for payment based on Progress Reports which shall be attached to the progress billing and shall include (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract; (ii) Inspection and Acceptance Reports (IARs) duly signed by the authorized representative of the **DEPED** indicating that the items have been delivered accordance with the Contract.

Initial progress payment of a minimum of twenty-five percent (25%) of the Contract Price for a lot shall be paid upon a minimum of twenty-five percent (25%) delivery of items and acceptance by DepEd's authorized representative.

Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the "Warranty" provision.

11. Supplier shall deliver the goods/items to the DepEd at the Employee Welfare Division, Mabini Bldg., DepEd Complex, Meralco Ave., Pasig City.

Conforme:

\_\_\_\_\_  
Signature over printed name of Supplier

\_\_\_\_\_  
Date

**Bid Security (Bank Guarantee) Form**

---

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

DATE \_\_\_\_\_

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

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

SEAL \_\_\_\_\_

## **Bid Securing Declaration Form**

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

### **[Jurat]**

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

**Omnibus Sworn Statement (Revised)**  
***[shall be submitted with the Bid]***

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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 the 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] with office address at [address 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 relation, membership, association, affiliation, or controlling interest 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 examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing 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.

*[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 \_\_\_\_\_

## FINANCIAL BID FORM

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

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

Attention: The Chairperson  
Bids and Awards Committee

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words (and figures)]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**BANK GUARANTEE FORM FOR ADVANCE PAYMENT**

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

Gentlemen and/or Ladies:

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

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

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

# SEALING AND MARKING OF BIDS

## GOODS AND SERVICES

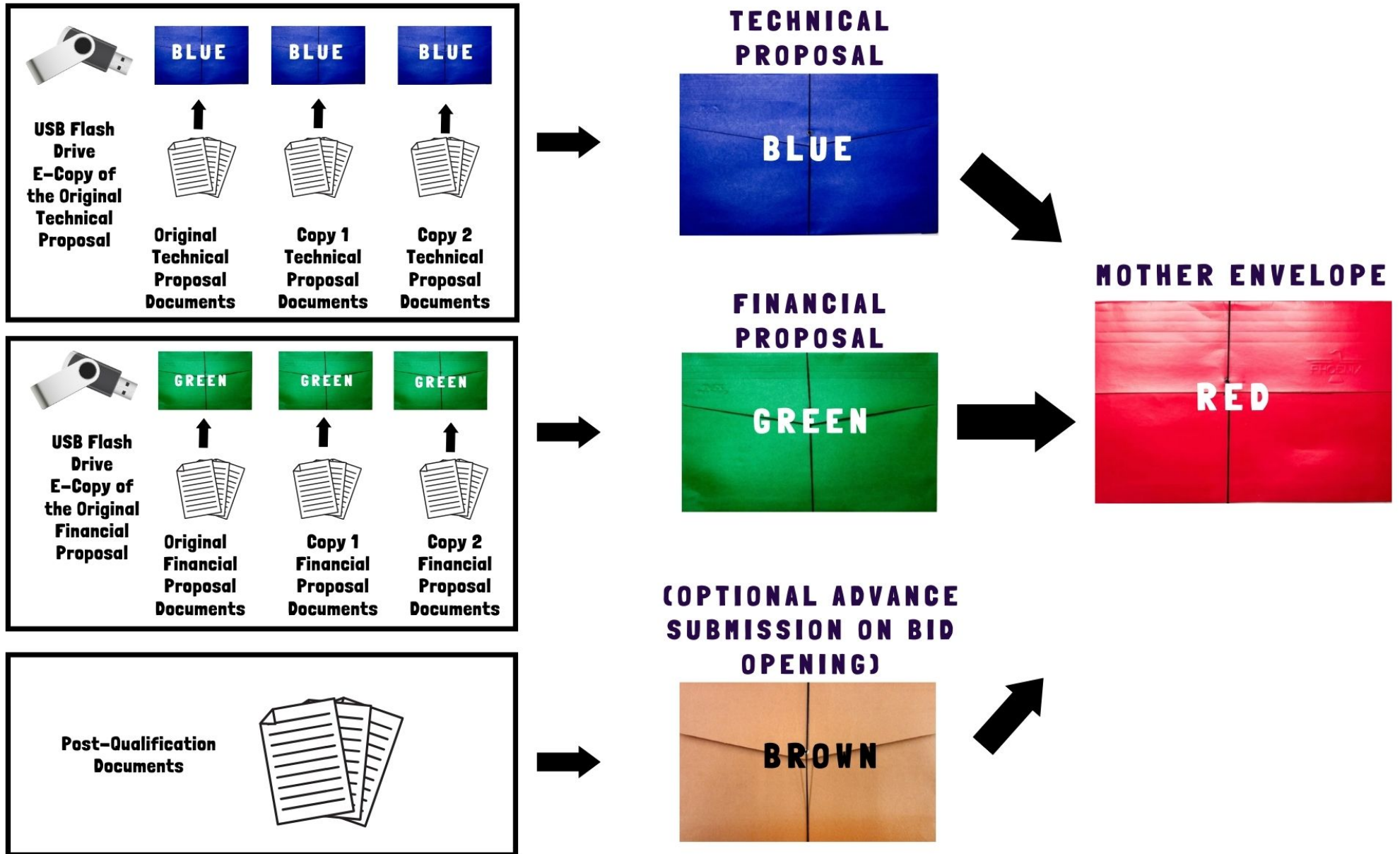


Illustration 1

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



Government Procurement Policy Board