PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Southeast Asia Primary Learning Metrics (SEA-PLM) Test Materials

Government of the Republic of the Philippines

DepED
DEPARTMENT OF EDUCATION

Bureau of Education Assessment- Education Research Division (BEA-ERD)

February 2023

2023c-BEA3(002)-BIV-CB-002

Sixth Edition
October 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations 3
Section I. Invitation to Bid..... 6
Section II. Instructions to Bidders 10
1. Scope of Bid 11
2. Funding Information 11
3. Bidding Requirements 11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 11
5. Eligible Bidders 11
6. Origin of Goods 12
7. Subcontracts 12
8. Pre-Bid Conference 13
9. Clarification and Amendment of Bidding Documents 13
10. Documents comprising the Bid: Eligibility and Technical Components 13
11. Documents comprising the Bid: Financial Component 13
12. Bid Prices 14
13. Bid and Payment Currencies 14
14. Bid Security 15
15. Sealing and Marking of Bids 15
16. Deadline for Submission of Bids 15
17. Opening and Preliminary Examination of Bids 15
18. Domestic Preference 15
19. Detailed Evaluation and Comparison of Bids 16
20. Post-Qualification 16
21. Signing of the Contract 16
Section III. Bid Data Sheet 17
Section IV. General Conditions of Contract 23
1. Scope of Contract 24
2. Advance Payment and Terms of Payment 24
3. Performance Security 24
4. Inspection and Tests 24
5. Warranty 25
6. Liability of the Supplier 25
Section V. Special Conditions of Contract 26
Section VI. Schedule of Requirements 35
Section VII. Technical Specifications 38
Section VIII. Checklist of Technical and Financial Documents 43

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

Bids and Awards Committee IV

PROJECT NO.: 2023c-BEA3(002)-BIV-CB-002

INVITATION TO BID

FOR THE

Procurement of Southeast Asia Primary Learning Metrics (SEA-PLM) Test Materials

1. The ***Department of Education (DepEd)***, through the *Government of the Philippines (GOP) under* ***FY 2022 NASBE (Continuing Funds)***, intends to apply the sum of ***Philippine Pesos One Million, Four Hundred Fifty-Three Thousand, One Hundred Thirty-Four and 83/100 (Php1,453,134.83)***, being the total Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Southeast Asia Primary Learning Metrics (SEA-PLM) Test Materials** broken down as follows:

Lot No.	Items	Quantities	Approved Budget for theContract (ABC) In Php
Lot 1	**Cognitive Booklet for Grade 5 Students**		***Php1,453,134.83***
	Cognitive Booklet 1	200	
	Cognitive Booklet 2	200	
	Cognitive Booklet 3	200	
	Cognitive Booklet 4	200	
	Cognitive Booklet 5	200	
	Cognitive Booklet 6	200	
	Cognitive Booklet 7	200	
	Cognitive Booklet 8	200	
	Cognitive Booklet 9	200	
	Cognitive Booklet 10	200	
	Cognitive Booklet 11	200	
	Cognitive Booklet 12	200	
	Cognitive Booklet 13	200	
	Cognitive Booklet 14	200	
	Cognitive Booklet 15	200	
	Cognitive Booklet 16	200	
	Cognitive Booklet 17	200	
	Cognitive Booklet 18	200	
	Cognitive Booklet 19	200	
	Contextual Questionnaires		
	School Questionnaires	45	
	Teacher Questionnaires	225	
	Parent Questionnaire	3,600	
	Student Questionnaire	3,600	

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

2. The **DepEd**, through the **Bids and Awards Committee (BAC) IV**, now invites bids for the goods/services contemplated in this project. Expected completion of delivery of the goods/services 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'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** and the total of the aggregated contract amount should be equivalent to **at least twenty-five percent (25%)** of the ABC of the lot bid for; and the largest of these similar contracts must be equivalent to **at least twelve and a half percent (12.5%)** of the ABC of the lot to be bid.

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

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

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

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

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

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

   b. Interested Bidders may signify their intent to purchase the Bidding Documents through email at depedcentral.bacsecretariat@deped.gov.ph by accomplishing a bidder's information sheet ***(Annex "A").*** Upon receipt of the bidder's information sheet, the BAC Secretariat Division will send through emailthe details of the DECS OSEC Trust Fund Account for payment. Uponpayment, 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 **Php1,500.00 only.**

6. The ***DepEd*** will hold a Pre-Bid Conference for this Project on **February 17, 2023, 1:00 P.M.** at **Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City,** and/or through video conferencing or webcasting via *{Teams, Google meet, YouTube live and/or Facebook live},* which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat on or before **12:30 P.M. of March 01, 2023** at **Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**.

Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **March 01, 2023, 1:00 P.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City** and/or through video conferencing or webcasting via *{Teams, Google meet, YouTube live and/or Facebook live},* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Only **two (2) representatives** 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:

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

12. You may visit the following websites:

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

Date of Issuance of Bidding Documents: ***February 10, 2023***

(SGD.)
FRANCIS CESAR B. BRINGAS
Assistant Secretary and Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd),** through its ***Bureau of Education Assessment- Education Research Division (BEA-ERD)*** wishes to receive Bids for the **Procurement of Southeast Asia Primary Learning Metrics (SEA-PLM) Test Materials,** with project identification number **2023c-BEA3(002)-BIV-CB-002.**

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot,** 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 2022** in the amount of ***Philippine Pesos One Million, Four Hundred Fifty-Three Thousand, One Hundred Thirty-Four and 83/100 (Php1,453,134.83).***

2.2. The source of funding is the General Appropriations Act **2022** under ***2022 NASBE (Continuing Fund).*** 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, asapplicable);

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 shall be a ground for disqualification.**

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The 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 lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items 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 ABCs for all the items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots participated in by the prospective Bidder.

20. Post-Qualification

20.1. 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	For this purpose, contracts similar to the Project shall be: a. ***Package 1- Printing with Quarantine Facilities and Quarantined Personnel*** b. completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
7.1a	**Subcontract** Subcontracting is not allowed.
9	Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids. The Procuring Entity's address is: **ASec. Francis Cesar B . Bringas** *Bids and Awards Committee (BAC) IV* *c/o Procurement Management Service-BAC Secretariat Division* *Rm. M-511, 5th Floor, Mabini Bldg.* *DepEd Central Office Complex Meralco Avenue, Pasig City* *Telephone Nos. 8636-6542 or 8633-9343* *Email address: depedcentral.bacsecretariat@deped.gov.ph* Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.
11	**Documents comprising the Bid: Financial Component** The second bid envelope shall contain the financial documents for the Bid, and the Bid Form and Price Schedule ***shall be per lot*** as prescribed in the forms provided herein.
12	The price of the Goods shall be quoted **DDP *(Deped Cetral Office)*** or the applicable International Commercial Terms (INCOTERMS) for this Project. Bid prices should be written in **two (2) decimal places only**. Bid prices that are written in more than two (2) decimal places shall be rounded off. **Results of bid evaluation that will exceed the ABC shall be a ground for rejection of the bid(s).**

14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **Php 29,062.70,** if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **Php 72,656.74**, if bid security is in Surety Bond.
14.2	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. Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information or feature of the document.
15	Prospective bidders shall enclose their original eligibility and technical documents in a **sealed envelope** marked as **"ORIGINAL – TECHNICAL PROPOSAL."** Copies thereof shall be similarly sealed in envelopes marked as **"COPY NO. 1 – TECHNICAL PROPOSAL"** and **"COPY NO. 2 – TECHNICAL PROPOSAL."** In addition, the USB Flash Drive containing the soft copy of the original eligibility and technical documents shall be marked as **"USB Flash Drive."** The said envelopes containing the original and the copies, and the flash drive shall then be enclosed in one single envelope marked as **"TECHNICAL PROPOSAL"**. On the other hand, the original of their financial documents shall be enclosed in **another sealed envelope** marked as **"ORIGINAL – FINANCIAL PROPOSAL."** Copies thereof shall be similarly sealed in envelopes marked as **"COPY NO. 1 – FINANCIAL PROPOSAL"** and **"COPY NO. 2 – FINANCIAL PROPOSAL."** The USB Flash Drive containing the soft copy of the original financial documents shall be marked as **"USB Flash Drive."** The said envelopes containing the original and the copies, and the flash drive shall then be enclosed in one single envelope marked as **"FINANCIAL PROPOSAL."** Further, the envelopes marked as **"TECHNICAL PROPOSAL"** and **"FINANCIAL PROPOSAL"** shall be enclosed and/or sealed in an outer envelope marked as **"MOTHER ENVELOPE."** *(See Illustration 1).* **Any discrepancy between the hard/paper copies and the copies contained and as presented in the USB Flash Drive shall be a ground for disqualification.** Original copies of the Class "A" Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor's Permit, maynot be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s) for validation. To facilitate the receipt and classification of bid envelopes, ***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.***

Post-qualification documents may be submitted during the bidding butthis 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 by lot, details as follows:

Lot No.	Description	Items	Quantities	Approved Budget for the Contract (ABC) In Php
Lot 1	Procurement of Southeast Asia Primary Learning Metrics (SEA-PLM) Test Materials	**Cognitive Booklet for Grade 5 Students**		***Php1,453,134.83***
		Cognitive Booklet 1	200	
		Cognitive Booklet 2	200	
		Cognitive Booklet 3	200	
		Cognitive Booklet 4	200	
		Cognitive Booklet 5	200	
		Cognitive Booklet 6	200	
		Cognitive Booklet 7	200	
		Cognitive Booklet 8	200	
		Cognitive Booklet 9	200	
		Cognitive Booklet 10	200	
		Cognitive Booklet 11	200	
		Cognitive Booklet 12	200	
		Cognitive Booklet 13	200	
		Cognitive Booklet 14	200	
		Cognitive Booklet 15	200	
		Cognitive Booklet 16	200	
		Cognitive Booklet 17	200	
		Cognitive Booklet 18	200	
		Cognitive Booklet 19	200	
		Contextual Questionnaires		
		School Questionnaires	45	
		Teacher Questionnaires	225	
		Parent Questionnaire	3,600	
		Student Questionnaire	3,600	

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

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

The values of the domestic bidder's current assets and current liabilities

	shall be based on the latest Audited Financial Statements submitted to the BIR. For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards. (23.5.1.4a) If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC of the lot or lots bid for: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank. In any case, the NFCC computation or committed line of credit, as well as the SLCC, must be sufficient for all the lot/s or contracts bid. The NFCC computation shall be in accordance with the prescribed form. In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the **LOCAL LEAD PARTNER,** unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed. For this purpose, the local lead partner shall be that person/organization/company identified in the Joint Venture Agreement or in the Letters of Intents (for potential JV partners) shown to have the controlling stakes in the JV. For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them.
20.1	Within a non-extendible period of **five (5) calendar days** from receipt bythe bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements: a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank; Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. *NOTE: The latest income and business tax returns are those withinthe last six months preceding the date of bid submission.*

b. Additional Requirements for the project;

- Paper test result from the Forest Products Research and Development Institute (FPRDI). Acceptable tolerance for basis weight /GSM is negative two percent (-2%).
- Letter specifying the exact location of plant **(w/ existing quarantine facilities)** and warehouse to be used for the Project
- List of printing, stitching, numbering, packaging and labeling machines/equipment in excellent running condition to be used for the Project
- List of personnel with the following information: complete name, age, gender and corresponding job description
- Copies of recent NBI/Police/NICA Clearance of new employees or non-regular personnel of good moral character involved in the Project.
- Copies of recent NBI/Police/NICA Clearance of regular or permanent employee, or a certification from the Bidder/Printer that the regular or permanent employees who will be involved in the Project are of good moral character and the above-mentioned clearance/s were required and complied with when they were hired
- Samples of packaging materials, two-ply boxes (double wall, 350 lbs), plastic bag (gauge 3), pallet stretch film, plastic twine straps, clear tape and packaging tape
- Color Swatches using the required paper for the cover of the booklets.

c. Equipment utilization schedule and corresponding pictures;

d. Manpower schedule; and

e. Other appropriate licenses and permits required by law and stated in the **BDS.**

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

a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Single Largest Completed Contract which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.

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 appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in *Section II. ITB 20.1.* The envelope shall be placed in a brown envelope and marked: ITB 20.1 Documents Name of Project: _____ Bid Opening Date: _____ Name of

	Bidder: _____ Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.
21.2	*[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]*

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	**Delivery and Documents –** 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: The delivery terms applicable under this Contract shall be **DDP (Duties Delivered Paid)** 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 (**DepEd Central Office).** 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. For purposes of this Clause the DepEd's Representative at the delivery Site shall be the **BEA – Educational Research Division (BEA-ERD)** through **DepEd Central Office – MR. PERCIVAL M. GONZALES, for the End-User Unit, and MR. ALBERT ALANO, for the Inspectorate Team.** The Contract Price for the goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties. Upon delivery of the goods to the Delivery Site, the Supplier shall notify DepEd and present the following documents: i. Original and four copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount; ii. Original and four copies of the Manufacturer's and/or Supplier's Warranty Certificate, where applicable; iii. Original (white copy) and scanned copy stored in CD/DVD/Flash Drive of the pre-numbered Inspection and Acceptance Report (IAR) and Delivery Receipt (DR) detailing number and description of goods received and duly signed and dated by the Authorized Receiving Personnel (ARP). 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

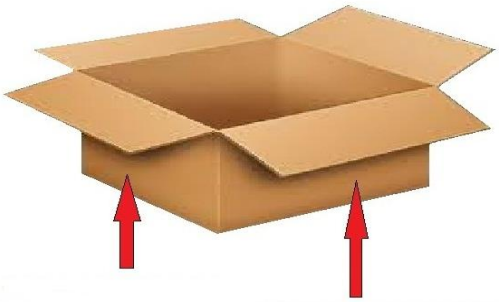
apparent. The Supplier must provide sufficient proof to support any request for work suspension and/or contract period extension.

Packaging –

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.

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

- **25 test booklets** per sealed plastic (gauge 3) with label/batch slip containing the region, division, testing center and serial numbers of TB's
- **8 sealed plastics containing TB's** must be placed inside a box (double wall, 350 lbs) with label on four sides covered with plastic (palett stretch film, at least 3 layers) and plastic twine straps,
- **plastic bags with test booklets must be sealed using clear tape with DepEd – BEA imprint, boxes must be sealed using packing tapes with DepEd – BEA imprint**



Paste or Print Project Name in both sides

Paste "Region, Division, Name of School & No. of Boxes" in both sides

Insurance –

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

	Transportation – Transport of the goods shall be arranged by the Supplier, and related costs shall be included in the contract price. **DepEd** accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to DepEd until its receipt and final acceptance at the final destination, through its authorized receiving personnel. **Intellectual Property Rights –** The Supplier shall indemnify DepEd against all third-party claims of infringement of copyright arising from use of the Goods or any part thereof.
2.2	**Schedule of Payment** 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: i. Quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract; ii. duly signed Delivery Receipts, and iii. Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized DepEd representative, that the goods have been delivered and/or properly installed and commissioned in accordance with the contract. One hundred percent (100%) of the contract price shall be paid upon completion of the printing, packaging, labeling of Primers, delivery, and acceptance of the goods by DepEd's authorized representative. Payment shall constitute release of the retention money in case of expiration of the warranty period, or the remaning amount in case it has been utilized pursuant to the warranty provision. (NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user [Bureau of Education Assessment- Education Research Division (BEA-ERD)] and the Contract Management Division of the Procurement Service, Central Office. Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to five percent (5%) of every progress payment or the Contract Price, as applicable, or a special bank guarantee in the amount equal to five percent (5%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.

3	**Performance Security** The Performance Security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the Supplier 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. 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.
4	**Inspection** Where applicable for goods to be delivered, pre delivery inspection and test shall be conducted by DepEd through the duly designated Inspectorate Team. The said inspections and test shall be made upon notice to the DepEd of the readiness of the goods for inspection and testing. Pre-delivery and Pre-implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team. A turnaround period of not more than **THIRTY (30) WORKING DAYS** from the time of the receipt of the request for Pre-Delivery Inspection shall be given to DepEd to schedule the inspection. Prior to and for purposes of inspection, the Supplier shall ensure convenient access to the goods for inspection. The Supplier shall assign personnel to undertake the handling, unpacking, assembly, commissioning, dissassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection. DepEd shall have the right to inspect and test or cause the testing of the goods covered by the contract at any time or stage of contract implementation. 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. Goods are considered defective when they are unfit for the use for which it is intended or its fitness for such use is diminished to such an extent that, had DepEd been aware thereof, it would not have acquired it or would have given a lower price for it. Defects in the Goods can either be patent or latent. A patent defect is one that is apparent to the buyer or normal observation. It is an

	apparent or obvious defect. On the other hand, a latent defect is one that is not apparent to the buyer by reasonable observation. A latent defect is hidden or one that is not immediately determinable.
5	**Warranty** 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). Replacement and repair of test materials shall only be possible/applicable if printing defects and non-compliance in the technical specifications are discovered prior to test administration. Service provider shall replace or repair defective test materials before test administration. The obligation for the warranty shall be covered by retention money in an amount equivalent to five percent (5%) of the payment or a special bank guarantee equivalent to five percent (5%) of the Contract Price. 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. The **Special Bank Guarantee** shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition or alteration affects any materials information or feature of the document.

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	Delivery Date	Delivery Site
Cognitive Booklet for Grade 5 Students		April 08, 2023	Delivery at the Bureau of Education Assessment-Education Research Division (BEA-ERD) 2nd Floor Bonifacio Building, DepEd Complex, Meralco Avenue, Pasig City
Cognitive Booklet 1	200		
Cognitive Booklet 2	200		
Cognitive Booklet 3	200		
Cognitive Booklet 4	200		
Cognitive Booklet 5	200		
Cognitive Booklet 6	200		
Cognitive Booklet 7	200		
Cognitive Booklet 8	200		
Cognitive Booklet 9	200		
Cognitive Booklet 10	200		
Cognitive Booklet 11	200		
Cognitive Booklet 12	200		
Cognitive Booklet 13	200		
Cognitive Booklet 14	200		
Cognitive Booklet 15	200		
Cognitive Booklet 16	200		
Cognitive Booklet 17	200		
Cognitive Booklet 18	200		
Cognitive Booklet 19	200		
Contextual Questionnaires			
School Questionnaires	45		
Teacher Questionnaires	225		
Parent Questionnaire	3,600		
Student Questionnaire	3,600		

B. Contract Duration

Complete delivery shall be made within the contract duration stipulated below, from the date of receipt of the Notice to Proceed (NTP) by the supplier or the date provided for such purpose indicated in the NTP.

Note: The stipulated dates in this bidding document may be subject to change, if necessary.

Quarantined Printing for Southeast Asia Primary Learning Metrics	
Description	**Contract Duration**
Camera-ready form shall be given by DepEd-BEA	March 27, 2023
Printing, Stitching, numbering, Labeling and Packaging period of Test Booklets	12 calendar days (March 27-April 08, 2023)
Delivery to BEA-ERD	April 08, 2023

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

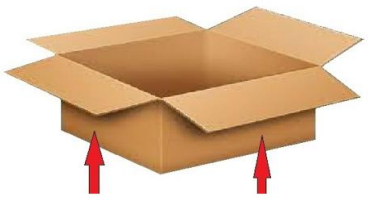
Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence 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., asappropriate. 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.]

A. General Specification

Item	Specification	Statement of Compliance (State Comply or Not Comply	Bidder's Actual Offer
1	Printing of SEA-PLM Test booklets		
2	Packing SEA-PLM test booklets as per instructions from DepEd-BEA		
3	Printing of Test booklets must be clean		

B. Detailed Product Specifications

Specifications			STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
Cognitive Booklet for Grade 5 Students Cognitive Booklets 1-19	Color of Cover	Cognitive Booklet 1 Navy Blue Cognitive Booklet 2 Royal Blue Cognitive Booklet 3 Sky Blue Cognitive Booklet 4 Purple Cognitive Booklet 5 Violet Cognitive Booklet 6 Lavender Cognitive Booklet 7 Magenta Cognitive Booklet 8 Light Green Cognitive Booklet 9 Dark Green Cognitive Booklet 10 Lime Green Cognitive Booklet 11 Forest Green Cognitive Booklet 12 Golden Yellow Cognitive Booklet 13 Lemon Yellow Cognitive Booklet 14 Light Yellow Cognitive Booklet 15 Teal Cognitive Booklet 16 Candy Red Cognitive Booklet 17 Rose Pink Cognitive Booklet 18 Magenta Cognitive Booklet 19 Pink		
	No. of Pages	32 pages for each booklet		
	No. of Copies	200 copies for each booklet		
Contextual Questionnaires School Questionnaires Teacher Questionnaires Parent Questionnaire Student Questionnaire	Color of Cover	School Questionnaires Light Gray Teacher Questionnaires Dark Gray Parent Questionnaire Ash Gray Student Questionnaire Orange		
	No. of Pages	24 pages for each questionnaire booklet		
	No. of Copies	School Questionnaires- 45 copies Teacher Questionnaires- 225 copies Parent Questionnaire- 3600 copies Student Questionnaire- 3600 copies		
Cognitive Booklet and Contextual Questionnaires				
Printing size		8 ¼ to inches x 10 ¾ inches		
Paper stock of cover		White newsprint (two color printing) – 70 GSM		
Paper stock of inside pages		White newsprint (70 GSM)		
Process		Offset printing		
Numbering		Consecutive serial numbering		
Binding		Saddle stitch		
Packaging		• **<u>25 TEST BOOKLETS</u>** per sealed plastic (gauge 3) with label/batch slip containing the region, division, testing center and serial numbers of TB's		

	Specifications	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
	• **8 SEALED PLASTICS CONTAINING TB'S** must be placed inside a box (double wall, 350 lbs.) with label on four sides covered with plastic (pallet stretch film, at least 3 layers) and plastic twine straps, • Plastic bags with test booklets must be sealed using **CLEAR TAPE WITH DEPED – BEA IMPRINT**, boxes must be sealed using **PACKING TAPES WITH DEPED – BEA IMPRINT** ➢ Pallet stretch film **(at least 3 layers)** to protect box from water and other liquids ➢ Plastic twine ➢ Plastic straps ➢ Packing tapes **with DepEd – BEA imprint** to seal boxes ➢ Clear tapes **with DepEd – BEA imprint** to seal plastic bags containing the test booklets ➢ Boxes must be properly labeled with Division and Region ➢ 25 test booklet per pack/8 packs per box  **Paste or Print** Project Name in both sides **Paste** "Region, Division, Name of School & No. of Boxes" in both sides **PROJECT SEAPLM** **NCR** **SDS – MAKATI** **(Pio del Pilar High School)** **Box__of__**		

Detailed Project Specific Requirements			
Specifications		**STATEMENT OF COMPLIANCE (**State Comply or Not Comply**)**	**BIDDER'S ACTUAL OFFER**
REQUIRED PRINTING and PACKAGING MACHINES/EQUIPMENT			
1. Full-color Sheet fed Press or Web Press with Quarter Fold – or its equivalent	Quantity: At least 1 Minimum capacity: 10,000 sheets per hour		
2. Plate Maker	Quantity: At least 1		
3. Gang Stitcher with 4 to 5 stations – or its equivalent	Quantity: At least 1 Minimum capacity: 30,000 copies/day		
4. Three-knife Trimmer – or its equivalent	Quantity: At least 2 Minimum capacity: at least 50,000 copies/day		
5. Digital paper cutter, high capacity – or its equivalent	Quantity: At least 1 Minimum capacity: 45 inches in length and 5 to 7 inches height		
6. Plastic Sealer	Quantity: At least 2		
7. Strapping Machine	Quantity: At least 2		
8. Power Generator	Quantity: At least 1 Minimum capacity: Can supply power for 24 hours Type: Industrial/Commercial		
9. Other requirement	DepEd - BEA shall have exclusive use of all printing and packaging machines/equipment intended for the Project during printing, stitching, packaging, labeling of test booklets and prior to the delivery of test materials to DepED Central Office		
REQUIRED PLANT and OTHER FACILITIES			
1. Plant area	At least 600 square meters At least 500 square meters is roofed **or its equivalent**		
2. Parking area	Adequate space for at least two (2) delivery trucks or vans		
3. Office/Working area	Spacious and well ventilated place for office work and non-printing related activities like preparation of programming, preparation of allocation lists, boxing, preparation of forms		
4. Wall/Fence	At least 7 feet		
5. Other requirement	• DepEd – BEA shall have exclusive use of the specified plant during printing, stitching, packaging, labeling of prior to the delivery of test materials to DepEd Central Office • In case the specified plant		

Detailed Project Specific Requirements			
Specifications		**STATEMENT OF COMPLIANCE (**State Comply or Not Comply**)**	**BIDDER'S ACTUAL OFFER**
	is too big for the Project, the Bidder/Printer must identify the portion of the plant to be used for the Project. The identified area must be enclosed using concrete, double-wall plywood or galvanized metal sheets • Twenty-four (24) hour communication network between the Bidder/Printer and DepEd - BEA (land lines, fax machines, cellular phones and internet connection)		
REQUIRED LIVING QUARTERS and WORKING AREA			
1. Room for BEA one (1) male personnel	Quantity: 1 room at least 3 square meters w/ air conditioning unit		
2. Room for BEA one (1) female personnel	Quantity: 1 room at least 3 square meters w/ air conditioning unit		
3. Room for Printer's male personnel	Quantity: At least 1 room can accommodate at least 40 persons		
4. Room for Printer's female personnel	Quantity: At least 1 room can accommodate at least 40 persons		
5. Room for BEA paperwork	Quantity: 1 room with at least 2 office tables w/ air conditioning unit		
6. Personal Computer with Printer	Quantity: 2 units		
7. Other requirements	• Printer must provide food/meals (breakfast, lunch, dinner, morning and afternoon snacks), personal needs (bath soap, detergent soap, shampoo, toothpaste) and medical care to all BEA and Bidder/Printers quarantined personnel for twelve (12) calendar days • Must have refrigerator, telephone, internet connection, bath/rest room and laundry area for BEA quarantined personnel • Must have bath/rest room		

Detailed Project Specific Requirements			
Specifications		**STATEMENT OF COMPLIANCE (**State Comply or Not Comply**)**	**BIDDER'S ACTUAL OFFER**
	and laundry area for Bidder/Printer quarantined personnel		
MANPOWER REQUIREMENTS			
1. Managers	Quantity: 2 personnel		
2. Supervisors	Quantity: 2 personnel		
3. Quality Assurance	Quantity: 2 personnel		
4. Workers for printing, stitching, numbering, packing and labeling	Quantity: 30 personnel		
5. Security Guards **(1 Security Guards per 8 hour shift)**	Quantity: 6 personnel		
6. Other requirement	• At the start of the quarantined period, the Bidder/Printer must submit the official list of all personnel to be quarantined with the following information: complete name, age, gender and job description • In the event that the Bidder/Printer opts to add personnel to facilitate completion of the Project, the same requirement must be submitted • All workers must at least be eighteen (18) years old and must be willing to be quarantined for the entire duration of the Project • Quarantine shall be defined as the complete isolation of all workers involved in the project from start to end of the printing, packaging and labeling of Primers to prevent possible leakage of confidential contents • All quarantined personnel shall have no internet access, communication thru cell phones, land lines and other communication gadgets/devices • Quarantined personnel shall be allowed to go out only in meritorious cases		

Detailed Project Specific Requirements			
Specifications		**STATEMENT OF COMPLIANCE (**State Comply or Not Comply**)**	**BIDDER'S ACTUAL OFFER**
	and must secure a written approval from the End-user e. g. death of immediate family member. Only health and safety reasons shall be exempted from this provision of securing a written approval e. g. life threatening illness, accidents • BEA quarantined personnel or authorized representative shall have the authority to conduct random headcount on all quarantined personnel, time and frequency shall be at discretion of BEA • Bidder/Printer must provide quarantined personnel with uniforms and IDs		
ADDITIONAL PROJECT REQUIREMENTS			
1. Health and safety	• In compliance with government prescribed health protocols and ensure the safety of everyone concerned with the Project, all personnel including Managers, workers and Security Guards are required to present their Vaccination Card or their latest negative RTPCR result (released within 24 to 72 hours) before entering the premises of the service provider • Installation of thermal scanners, sanitation/hygiene stations, alcohol stations		
2. Pre-Printing, Printing and Delivery Phase	• Camera-ready form shall be given by DepEd – BEA on March 27, 2023 • Printing, stitching, numbering, labeling and packing period of test booklets is on March 27 – April 08, 2023 (12 calendar days)		

Detailed Project Specific Requirements			
Specifications		**STATEMENT OF COMPLIANCE (**State Comply or Not Comply**)**	**BIDDER'S ACTUAL OFFER**
3. Security requirements for test materials, inspection and liquidated damages	• Twenty-four (24) hour security system • Breach of security resulting to leakage of confidential materials or that of its contents will result to forfeiture of the entire value of the contract • DepEd – BEA has the right to inspect and test or cause the testing of the goods delivered by the Bidder/Printer at any stage of the contract e. g. during printing of the goods with regards to its conformity with the Technical Specifications • If the goods fail to conform to the Technical Specifications, the Bidder/Printer shall replace or make the necessary adjustments/corrections to meet the requirements**.** Cost of non-compliant goods not replaced or corrected by the Bidder/Printer shall be deducted from the contract price • If the Bidder/Printer fails to deliver any or all the goods or to perform the services within the specified period in the contract DepEd - BEA shall deduct one tenth of one percent (0.1 %) of the cost of the unperformed portion for every day of delay in the delivery of goods and services • If the cumulative liquidated damages reach ten percent (10 %) of the total contract price, DepEd – BEA shall terminate/rescind the contract • Payment shall be 100 % of the total contract price		

Detailed Project Specific Requirements			
Specifications		**STATEMENT OF COMPLIANCE (**State Comply or Not Comply**)**	**BIDDER'S ACTUAL OFFER**
	upon completion of the printing, packaging, labeling of test booklets • Upon request for 100 % payment, a retention money amounting to five percent (5 %) of total contract price shall be deducted to cover for the Warranty		

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications A and B for the Project: **Procurement of Southeast Asia Primary Learning Metrics (SEA-PLM) Test Materials.**

_____
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 IV
CHECKLIST FOR BID OPENING
(GOODS AND SERVICES)

Project: **Procurement of Southeast Asia Primary Learning Metrics (SEA-PLM) Test Materials**
Project No.:
ABC: **PhP**_____

End-User/PMO:

Date, Time & Venue of Bid Opening:
Name of Bidder: _____

	DOCUMENT	REMARKS		
		Info / Details	**Lead Partner**	**JV Partner**
I.	**TECHNICAL COMPONENT**			
1	One (1) original copy, Two (1) copies and (1) USB/flash drive			
2	Valid **Certificate of PhilGEPS Registration (Platinum Membership)**	Certificate No.		
		Date Issued		
		Valid Until		
3	Duly signed statement of **all ongoing government and private contracts**, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.	Total Amount		
4	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;	Year *(not earlier than January 31, 2019)*		
		Name of Contract (SLCC) *at least 25% of the ABC of the lot bid for* **(PhP363,283.71)**		
		Amount of SLCC		
		Sufficient or Insufficient		
	OR	**OR**		
	at least two (2) similar contracts and the total of the aggregated contract amount should be equivalent to **at least twenty-five percent (25%)** of the ABC of the lot bid for, and the largest of these similar contracts must be equivalent to **at least twelve point five (12.5%)** of the ABC of the lot to be bid.	Total No. of Aggregate Contracts		
		Total Amount of largest stated contract *at least 12.5% of the ABC of the lot bid for* **(PhP181,641.85)**		
	For the purpose of the track-record requirement, contracts similar to the Project shall refer to the **"*Package 1- Printing with Quarantine Facilities and Quarantined Personnel*"**	*Sufficient or Insufficient*		
5	Original copy of **Bid Security**, **OR**	Form		
		Issuing Firm		
		Amount		
		End of Validity		
		Sufficient or Insufficient		
6	Original notarized **Bid Securing Declaration,** an undertaking which states, among others, that the bidder shall enter into	Form		
		Issued By		

	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	Notary Public		
		PTR No.		
7	Bidder's Technical Specifications in conformity with **Section VI. Schedule of Requirements** and **Section VII. Technical Specifications**, with bidder's statement of compliance and original signature of bidder's authorized signatory	Schedule of Requirements		
		Technical Specifications		
8	Original duly signed **Omnibus Sworn Statement (OSS);** and if applicable, **Original Notarized Secretary's Certificate** in case of a corporation, partnership, or cooperative; or **Original Special Power of Attorney** of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (Note: **For Partnership,** in case the owner of the company will sign, submit the bid documents, and personally participate in the bid, the **Special Power of Authority (SPA**) is **NOT** needed. In lieu of SPA, an **Affidavit** 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 **Net Financial Contracting Capacity (NFCC)** which shall be at least equal to the ABC being bid; or	Current Assets		
		Current Liabilities		
		Ongoing Projects		
		TOTAL NFCC		
10	**Committed Line of Credit or Credit Line Certificate** at least equal to ten percent (10%) of the ABC to be bid.	Issuing bank		
		Amount of CLC		
		Sufficient or Insufficient		
11	If applicable, a duly signed **Joint Venture Agreement (JVA)** in case the joint venture is already in existence; **or** duly **notarized statements** from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.	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.			
II	**FINANCIAL COMPONENT**			
1	One (1) original copy, Two (2) copies, and One (1) USB/flash drive			
2	Duly signed original copy of **Financial Bid Form**	Amount		
		Valid Until		
3	Duly signed original copy of **Price Schedule Form** *(Annex B)*			
III	**OPTIONAL (Section III, BDS Clause 20.1) in a separate envelope**			
1	Latest income and business tax returns: Printed copies of the electronically filed Income Tax and Business Tax Returns with a copy of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;	Taxpayer Identification Number		
		Tax Period		
		Date Filed		
		Revenue District Office		
		Reference No.		

	Only tax return filed and taxes paid through the BIR Electronic Filing and Payments Systems (EFPS) shall be accepted.	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		
		Expiration Date		
3	Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located	Mayor's Permit No.		
		Place of Issue		
		Issuance Date		
		Expiration Date		
4	Tax Clearance per Executive Order 398, Series of 2005	TCC No.		
		Issuance Date		
		Expiration 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	Year		
		Auditor		
6	Additional Documents: ➢ Paper test result from the Forest Products Research and Development Institute (FPRDI). Acceptable tolence for basis weight /GSM is negative two percent (-2%). ➢ Letter specifying the exact location of plant **(w/ existing quarantine facilities)** and warehouse to be used for the Project ➢ List of printing, stitching, numbering, packaging and labeling machines/equipment in excellent running condition to be used for the Project ➢ List of personnel with the following information: complete name, age, gender and corresponding job description ➢ Copies of recent NBI/Police/NICA Clearance of new employees or non-regular personnel of good moral character involved in the Project. ➢ Copies of recent NBI/Police/NICA Clearance of regular or permanent employee, or a certification from the Bidder/Printer that the regular or permanent employees who will be involved in the Project are of good moral character and the above-mentioned clearance/s were required and complied with when they were hired ➢ Samples of packaging materials, two-ply boxes (double wall, 350 lbs), plastic bag (gauge 3), pallet stretch film, plastic twine straps, clear tape and packaging tape ➢ Swatches of color using the required paper for the cover of the booklets ➢ Equipment utilization schedule and corresponding pictures ➢ Manpower schedule			

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	
Government								
Private								

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

Submitted by: _____

Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____

STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name :_____

Business Address :_____

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

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

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

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

Submitted by :_____

(Printed Name and Signature)

Designation :_____

Date :_____

Joint Venture Agreement Form

_____

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

NAME OF PROJECT	CONTRACT AMOUNT

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

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

That both parties agree that_____and/or _____shall be the Official Representative of the Joint Venture,and is granted full power and authority to do, execute and perform any andall 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 presentwith full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for theabove 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:

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

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

The foregoing instrument is a JOINT VENTURE AGREEMENTconsisting 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.

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

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

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

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

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

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

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

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

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

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

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

PROJECT:	**Procurement of Southeast Asia Primary Learning Metrics (SEA-PLM) Test Materials**
CONTRACT NO.:	**2023c-BEA3(002)-BIV-CB-002**

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____ 2023 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its _____, _____, as per Department Order No. 23, s. 2021 (hereinafter referred to as **"DEPED"**); and _____ represented herein by its _____, _____, with office address at _____, Philippines (hereinafter referred to as "_____"), as per Secretary's Certificate dated _____ (hereto attached as Annex "A").

DEPED and _____ are collectively called "**PARTIES**."

***WHEREAS*, DEPED** invited bids for the **Procurement of Southeast Asia Primary Learning Metrics (SEA-PLM) Test Materials** with contract duration of **thirty (30) calendar days**, consisting of **one (1) lot**, and received bids from _____ (__) bidders for Lot No. ___; **DEPED** opened, read, and evaluated the bids of the _____ (__) bidders and declared _____ as having the lowest calculated bid for Lot No. ___; after evaluation, **DEPED** post-qualified and declared the bid of _____ as the lowest calculated responsive bid for Lot No. ___ in the sum of **PHILIPPINE PESOS** _____ **MILLION,** _____ **THOUSAND,** _____ **and 00/100 (PhP** _____**) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Quantity	Approved Budget for the Contract (ABC) In Php

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:

i. Philippine Bidding Documents (PBD);

   a. Invitation to Bid;
   b. Instruction to Bidders;
   c. Bid Data Sheet;
   d. Technical Specifications;
   e. General and Special Conditions of the Contract;
   f. Schedule of Requirements; and
   g. Bid Bulletin No. 1 dated _____.

ii. _____**'s** bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
iii. Performance Security;
iv. Notice of Award of Contract and _____**'s** conforme thereto; and
v. Other contract documents required by existing laws and/or **DEPED** in the PBD. _____ agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

3. _____ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that _____ is in default of any of its obligation under this contract. _____ shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.

4. The goods shall be delivered within _____ **CALENDAR DAYS** from receipt of the Notice to Proceed or as may be indicated in the Notice to Proceed. Risk and title to the goods shall not be deemed to have passed to **DEPED** until its receipt and final acceptance at the **DepEd Central Office.**

5. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation.

6. Pre-delivery and Pre-implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team.

7. Prior to and for purposes of inspection, _____ shall ensure convenient access to the goods for inspection. _____ shall assign personnel to undertake the handling, unpacking, assembly, commissioning, dissassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection.

8. The goods shall be inspected by the designated DepEd Inspectorate Team. A turnaround period of not more than **THIRTY (30) WORKING DAYS** from the time of the receipt of the request for Pre-Delivery Inspection shall be given to **DEPED** to schedule the inspection.

9. The goods should conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, or as amended by subsequently issued Bid Bulletin, if any, and must be in accordance with the final

technical specifications as approved by the Bids and Awards Committee based on the samples submitted by _____, and reflected in the post-qualification report, which is hereto attached as Annex "B" and made an integral part hereof.

Any proposal by _____ to deliver goods of different technical specifications, in lieu of those of the approved bids or samples, shall not be allowed. However, under justifiable circumstances, delivery of goods of equivalent, higher or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of the **DEPED's** end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by _____ for substitution shall be in writing and shall not result in any additional cost or undue burden to **DEPED**.

10. 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 _____ in accordance with the warranty provisions in the bidding documents**.** The replacement goods for this reason shall be subject to re-inspection. Replacement and repair of test materials shall only be applicable if the printing defects and non-compliance in the technical specifications are discovered prior to test administration. Service provider shall replace or repair defective test materials before test administration.

11. _____ shall deliver the goods to the delivery site **(DepEd Central Office, DepEd Complex, Meralco Avenue, Pasig)**. Goods delivered to sites other than the designated delivery site without **DEPED's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel, may be a cause for the termination of the Contract.

12. In case _____ encounters condition(s) impeding timely delivery of the goods, _____ shall promptly notify **DEPED** in writing within **five (5) calendar days** from notice of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumtances for such request have become apparent. _____ must provide sufficient proof to support any request for work suspension and/or contract period extension.

13. The Contract Price shall be paid to _____ in accordance with the following disbursement procedures:

    12.1. _____ may submit a request for payment based on the following: (i) cumulative quantities of goods delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract, (ii) duly signed Delivery Receipts, and (iii) Inspection and Acceptance Reports (IARs), including certification by _____, duly signed and dated by the authorized representative of the **DEPED** indicating that the goods have been delivered in accordance with the Contract. Other documents in support of a request for payment may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.

    12.2. Payment shall be made to _____ within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED,** in the following manner:

12.2.1. _____ percent (__%) of the Contract Price shall be paid to _____ upon completion of printing, packaging, labeling of primers, and delivery and acceptance of the goods by **DEPED**'s authorized representative;

12.2.2. Payment shall also constitute release of the retention money in case of expiry of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision.

14. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to five percent (5%) the payment, or a special bank guarantee in the amount equal to five percent (5%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.

13.1. The warranty period of three (3) months shall reckon from the date of issuance of Certificate of Final Acceptance by **DEPED.**

15. _____ shall be liable for liquidated damages for the delay in delivery of goods in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered to and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to _____, or collect from any of the securities or warranties posted by _____, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

16. _____ and its employees, as agents of **DEPED**, shall uphold strict confidentiality of any information relating to this Contract. _____ shall hold Proprietary Information in strict confidence. _____ agrees not to reproduce, transcribe or disclose Proprietary Information to third parties without prior written approval of **DEPED**.

17. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

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

SIGNED, SEALED AND DELIVERED BY:

_____ _____

Department of Education _____

SIGNED IN THE PRESENCE OF:

_____ _____

DEPED's Witness *_____'s Witness*

CERTIFIED FUNDS AVAILABLE:

_____

Chief Accountant

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines, this _____ day of _____ 2023 personally appeared:

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

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

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. _____;
Page No. _____; NOTARY PUBLIC
Book No. _____;
Series of 2023.

Bid Security (Bank Guarantee) Form

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

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

SEALED with the Common Seal of said Bank this__ day of _____ 201_.

THE CONDITIONS of this obligation are:

1. If the Bidder:

   (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or

   (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or

2. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:

   (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
   (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

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

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

DATE _____ SIGNATURE OF THE BANK _____
WITNESS _____ SEAL _____
(Signature, Name and Address)

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine providedunder 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 toyour request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your noticeto 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 AUTHORIZEDREPRESENTATIVE]
[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]

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 Nº: _____

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

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

SEALING AND MARKING OF BIDS

GOODS AND SERVICES

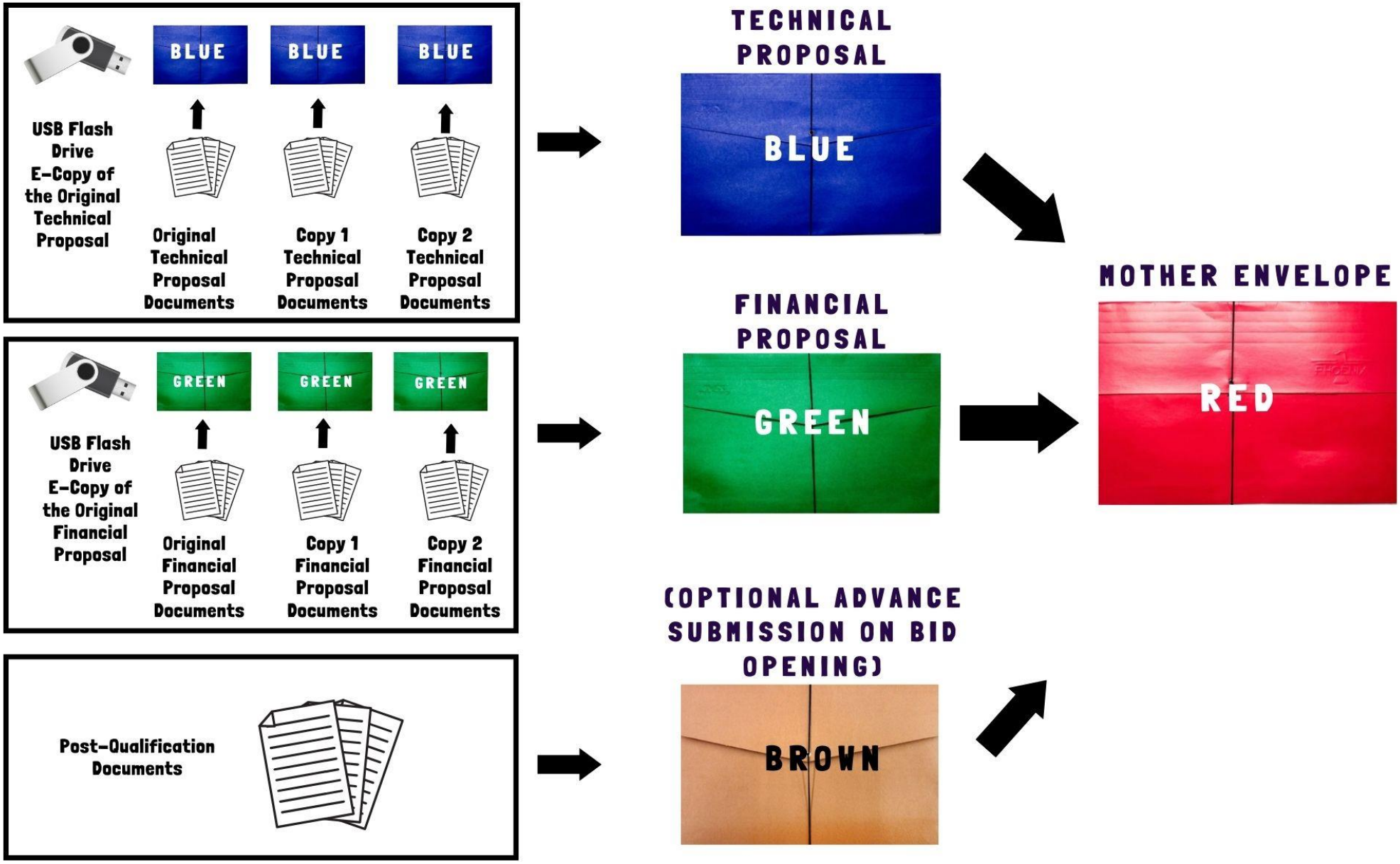


Illustration 1

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
gppb
Government Procurement Policy Board