

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of Development, Printing, Delivery of Textbooks (TXs) and Teacher's Manuals (TMs), and Provision of Electronic Textbooks and Teacher's Manuals for Grade 1 to Waray speaking District Offices in the 9 Schools Division Offices of DepEd Region VIII**

Government of the Republic of the Philippines

**Sixth Edition**

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# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission,*” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text

of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





Republic of the Philippines  
**Department of Education**  
REGION VIII - EASTERN VISAYAS

## INVITATION TO BID

### PROCUREMENT OF DEVELOPMENT, PRINTING, DELIVERY OF TEXTBOOKS (TXS) AND TEACHER'S MANUALS (TMS), AND PROVISION OF ELECTRONIC TEXTBOOKS AND TEACHER'S MANUALS FOR GRADE1 TO WARAY SPEAKING DISTRICT OFFICES IN THE 9 SCHOOLS DIVISION OFFICES OF DEPED REGION VIII

1. The Department of Education Regional Office VIII, through the **FY 2024 Funds** intends to apply the sum **Forty-Three Million Eight Hundred Eighteen Thousand Three Hundred Seventy-Three and 68/100 Pesos Only (₱43,818,373.68)**, being the **Approved Budget for the Contract (ABC)** for the **Procurement of Development, Printing, Delivery of Textbooks (TXs) and Teacher's Manuals (TMs), and Provision of Electronic Textbooks and Teacher's Manuals for Grade1 to Waray speaking District Offices in the 9 Schools Division Offices of DepEd Region VIII.** Bids received in excess of the ABC shall automatically be rejected in accordance with Sec. 31.1 of the Revised IRR of RA 9184 at bid opening.

UNIT	PARTICULARS	QUANTITY	
<b>Procurement of Development, Printing, Delivery of Textbooks (TXs) and Teacher's Manuals (TMs), and Provision of Electronic Textbooks and Teacher's Manuals for Grade1 to Waray speaking District Offices in the 9 Schools Division Offices of DepEd Region VIII</b>			
	<b>Learning Area TXs and TMs</b>	<b>Maximum No. of Pages</b>	<b>Total No. of Copies</b>
Pc.	GMRC - TXs (Waray)	256	71,518
Pc.	GMRC - TMs (Tagalog/Filipino)	200	1,108
Pc.	MAKABANSA - TXs (Waray)	256	71,518
Pc.	MAKABANSA - TMs (Tagalog/Filipino)	200	1,108
Pc.	Language - TXs (Waray)	256	71,518
Pc.	Language - TMs (Tagalog/Filipino)	200	1,108
Pc.	Reading and Literacy - TXs (Waray)	256	71,518
Pc.	Reading and Literacy - TMs (Tagalog/ Filipino)	200	1,108

**Important Note/s:**

1. Prospective bidder(s) shall refer to the attached Minimum Technical Specifications, Allocation, and Distribution List.
2. Goods shall be delivered and inspected at the District Offices (If no District Office, Schools Division Office (SDO) and Secondary Schools as stipulated in the Allocation lists, within one hundred (100) calendar days from the receipt of NTP by the winning bidder.
3. Winning Bidder must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Learning Resource Management Section, Curriculum and Learning Management Division (LRMS, CLMD) (Proponent), to discuss guidelines of the program, delivery schedule(s), and the expectation/s between both parties, Contact No. (053) 832-5738, E-mail address: lrmds.region8@deped.gov.ph.

2. The Department of Education, Regional Office VIII now invites bids for the **Procurement of Development, Printing, Delivery of Textbooks (TXs) and Teacher's Manuals (TMs), and Provision of Electronic Textbooks and Teacher's Manuals for Grade 1 to Waray speaking District Offices in the 9 Schools Division Offices of DepEd Region VIII.** Bidders should have completed, within the last Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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) 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 the Department of Education Regional Office VIII and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m.

5. A complete set of **Bidding Documents may be acquired by the interested bidders on the day it is published in PhilGEPS, in DepEd Regional Office No. VIII, BAC Secretariat, located at Government Center, Candahug, Palo, Leyte, and DepEd Regional Office No. VIII website, [region8.deped.gov.ph](http://region8.deped.gov.ph)** and upon payment of the applicable fee for Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **TWENTY-FIVE THOUSAND PESOS (PhP25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person to **the DepEd Regional Office No. VIII Cashier**.

Prospective bidders who intend to **purchase the bidding documents through online banking**, deposit may be done through:

**PHILIPPINE VETERANS BANK****Account Name:** DepEd RO 8**No.****Fund****Account Number**

1.

SEMINAR

0025-002137-001

**A scanned copy of the deposit slip** together with the **accomplished Bidders Information Sheet shall be sent** to the **BAC Secretariat** ([bac.region8@deped.gov.ph](mailto:bac.region8@deped.gov.ph)), and the official payment receipt with the Bid Documents shall be sent to the bidder through email.

Bidding Documents may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided Bidders shall pay the non-refundable fee for the Bidding Documents.

6. The Department of Education, Regional Office VIII will hold a **Pre-Bid Conference** on **APRIL 1, 2024, 10:00 AM** at the **DepEd Regional Office VIII, Candahug, Palo, Leyte**, through video conferencing via **MICROSOFT TEAMS**, which shall be open to prospective bidders. Physical appearance is also allowed.
7. **Bids must be received by the BAC Secretariat, DepEd Regional Office VIII, Candahug, Palo, Leyte 6501** either through manual/physical submission or through courier **on or before 10:00 a.m. of APRIL 15, 2024**. Late Bids shall not be accepted.
8. **All bids must be accompanied by a Bid Securing Declaration, or any form of Bid Security** and amount indicated in ITB Clause 14.
9. **Bid opening** shall be on **APRIL 15, 2024, 10:15 AM at the DepEd Regional Office VIII, Candahug, Palo, Leyte**.
10. Participants are informed that the **Pre-Bid Conference and Opening of Bids shall be broadcasted**/shared to prospective bidders who wish to attend the said procurement activities online, **via Microsoft Teams**. Hence, **interested bidders shall provide** the BAC Secretariat ([bac.region8@deped.gov.ph](mailto:bac.region8@deped.gov.ph)) **their respective Gmail addresses at least one (1) day before, so that they can join the procurement videoconference(s)**. Physical appearance is also allowed.

ACTIVITY	DATE & TIME OF CONDUCT	VENUE
Pre-Bid Conference	<b>APRIL 1, 2024</b>   10:00 Am	DepEd Regional Office VIII, Candahug, Palo, Leyte
Opening of Bids	<b>APRIL 15, 2024</b>   10:15 Am	

11. The Department of Education, Regional Office VIII reserves the right to reject any and all bids, declare a failure of bidding, or not award a contract at any time prior to contract award, in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

**RACHEL R. CUEVAS**  
 Head, BAC Secretariat  
**DepEd Regional Office VIII**  
 Government Center, Candahug, Palo, Leyte  
**Tel. No. (053) 832-5738**  
**E-Mail: [bac.region8@deped.gov.ph](mailto:bac.region8@deped.gov.ph)**

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Assistant Regional Director  
BAC Chairman

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **Department of Education Regional Office VIII** wishes to receive Bids for the **Procurement of Development, Printing, Delivery of Textbooks (TXs) and Teacher's Manuals (TMs), and Provision of Electronic Textbooks and Teacher's Manuals for Grade 1 to Waray speaking District Offices in the 9 Schools Division Offices of DepEd Region VIII** with identification number *PR No. 2024-02-0201*.

The Procurement Project **is composed of One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding with the amount **Forty-Three Million Eight Hundred Eighteen Thousand Three Hundred Seventy-Three and 68/100 Pesos Only (₱43,818,373.68)**.

2.2. The source of funding is:

a. **FY 2024 Funds**

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA 9184, the bidder shall have, within the last five (5) years from the date of submission and receipt of bids, a Single Largest Completed Contract (SLCC) that is at least one (1) contract similar to the project of the value of which adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

7.1. . The Procuring Entity has prescribed that:

- a. **Subcontracting is NOT allowed.**

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

The Procuring Entity will hold a pre-bid conference through videoconferencing for this Project on the specified date and time 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 the last five (5) years from the date of submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

#### **12. Bid Prices**

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



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

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

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid within **One Hundred Twenty (120) Calendar Days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

Number of copies of the Bid to be submitted:

Each Bidder shall submit a Mother Envelope containing two (2) sets of documents – one (1) for the Technical Component which will comprise Original, Copy 1, and Copy 2 Eligibility and Technical Documents, and one (1) for the Financial Component which will also comprise Original, Copy 1, and Copy 2.

Failure to submit the required originals of the Technical Component Documents is ground for rejection or disqualification of the bids.

Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bid(s).

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

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

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

17.1. The BAC shall open the Bids in public through videoconferencing at the time, on the date, and at the place specified in paragraph 7 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 lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item 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 follows:**

**Option 1** – One Project having several items grouped into one (1) lot.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or 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 or items participated in by the prospective Bidder.

**20. Post-Qualification**

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

**21. Signing of the Contract**

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

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

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

**Bid Data Sheet**

<b>ITB Clause</b>	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><b>a. Development, Printing, and Delivery of Learning Materials</b></p> <p>b. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA 9184, the bidder shall have, within the last five (5) years from the date of submission and receipt of bids, a Single Largest Completed Contract (SLCC) that is at least one (1) contract similar to the project of the value of which adjusted to current prices using the PSA’s CPI, must be at least equivalent to:</p> <p>➤ For the procurement of <b>Expendable Supplies and Services:</b> <i>The Bidder must have completed a single contract that is similar to this Project, equivalent to <b>at least twenty-five percent (25%) of the ABC.</b></i></p>
7.1	<b>Sub-contracting is NOT allowed.</b>
12	The price of the Goods shall be quoted DDP <i>Department of Education Regional Office VIII, Candahug, Palo, Leyte 6501</i> , or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.</p>
15	<p><b>“SEALING AND MARKING OF BIDS”</b></p> <p>Each Bidder shall submit a Mother Envelope containing two (2) sets of documents – one (1) for the Technical Component which will comprise Original, Copy 1, and Copy 2 Eligibility and Technical Documents, and one (1) for the Financial Component which will also comprise Original, Copy 1, and Copy 2.</p> <div data-bbox="507 1630 1197 1982" data-label="Diagram"> </div>

	<p>Failure to submit the required originals of the Technical Component documents and the required originals of the Financial Component documents is a ground for rejection or disqualification of the bid(s).</p> <p>Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bids.</p> <p>Original copies of the PhilGEPS Registration Certificate (Platinum Membership), SEC/DTI/CDA Registration Certificate, Mayor's or Business Permit, Tax Clearance and Audited Financial Statements may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).</p>
19.3	<p><b>The Procurement is intended for:</b></p> <p><b>PROCUREMENT OF Procurement of Development, Printing, Delivery of Textbooks (TXs) and Teacher's Manuals (TMs), and Provision of Electronic Textbooks and Teacher's Manuals for Grade1 to Waray speaking District Offices in the 9 Schools Division Offices of DepEd Region VIII</b></p> <p><b><i>REFER TO SECTION VII FOR FULL LIST</i></b></p>
20	<p><b>"Post Qualification"</b></p> <p>To facilitate the post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, the documents required in Section II. ITB 20 in a separate envelope as follows:</p> <p>1. Latest income and business tax returns: Printed copies of the Electronically Filed Income Tax/Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/ tax year from the authorized agent bank;</p> <p>Only Tax returns filed and taxes paid through the BIR electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>The envelope shall be marked:</p> <p>ITB 20 Documents  Name of Project: <b>PROCUREMENT OF Procurement of Development, Printing, Delivery of Textbooks (TXs) and Teacher's Manuals (TMs), and Provision of Electronic Textbooks and Teacher's Manuals for Grade1 to Waray speaking District Offices in the 9 Schools Division Offices of DepEd Region VIII</b>  Bid Opening Date: _____  Name of Bidder: _____</p>

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

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. **Scope of Contract**

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

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

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

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

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

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

## 3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

## 4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* 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**

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

**6. Liability of the Supplier**

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

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

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

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><b>Development, Printing, Delivery and Documents</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><b>Development</b></p> <p>The development of textbooks (TXs) and teacher’s manuals (TMs) shall be in accordance with the provision of DepEd Order (DO) 025 s. 2023 and Announcement for the development TXs and TMs for Grades 1, 4, 7, and SHS that may be seen in the link: <a href="https://bit.ly/Procurement_TXsTMs">https://bit.ly/Procurement_TXsTMs</a>, attached as Annex “D”.</p> <p>Moreover, the TXs and TMs to be developed must be:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Original works by Filipino citizen(s) published by an entity registered with the National Book Development Board (NBDB) with all necessary copyright and permission clearances secured for text, art, illustrations, and/or photos lifted from copyrighted materials per RA 8293;</li> <li><input type="checkbox"/> Complementary to each other which shall be evaluated as a set;</li> <li><input type="checkbox"/> Compliant with the curriculum standards, fully cover and develop the content and performance standards and learning competencies for the grade levels and learning areas; and</li> <li><input type="checkbox"/> Written in the language based on the medium of instruction specified per grade level and learning area.</li> </ul> <p><b>Contract Implementation</b></p> <p>Contract implementation shall commence once the Supplier received the NTP from DepEd. Supplier shall revise the TXs and TMs based on the comments and recommendations of the TWG-QA. A review workshop shall be conducted to check compliance with the comments and recommendations. The Supplier shall finalize the TXs and TMs based on the findings on the review workshop. The final checking and signing off of the TXs and TMs will be done by the TWG-QA.</p> <p><b>Conformance Checking</b></p> <p>Upon the approval of the ready-to-print (RTP) TXs and TMs, the Supplier shall submit to DepEd-BLR the following: a. Final copy of the signed TXs and TMs; and b. Two (2) copies for conformance checking of printing quality based on the following printing defects:</p>

1. Ink density is not even/uniform
2. Color hues/shades are not distinct and/or notable
3. Printing results are not clean and with dirt/smudges/scum on unprinted areas.
4. Color and screen registration are not aligned.
5. Printed images/texts are transferred on the adjacent page.
6. There are double images.
7. Spine is not flat and even.
8. Scoring (fold mark in front of cover) is not straight.
9. Trim size is not in accordance with specifications.
10. Trim edges are not clean and have butts.
11. Sequence of pages is incorrect.
12. Text lines are not parallel to top to bottom.
13. There are missing pages.
14. There are inverted pages.
15. There are folded pages.
16. Pages and covers have wrinkles or creases.
17. There are torn pages/ cover.

After the conformance checking, the BLR shall provide the Supplier a report on the findings for implementation of corrections. The Supplier shall submit to BLR the corrected conformance checked TXs and TMs for sign off for mass printing.

**Pre-delivery Inspection**

Pre-Implementation Conference shall be conducted prior to the inspection of goods by the End-User.

Inspection or pre-delivery inspection (PDI), where applicable for goods to be delivered, shall be conducted by DepEd through the duly designated Inspectorate Team. The inspection or PDI shall be made upon notice to the DepEd of the readiness of the goods for inspection. Inspection by sampling shall be conducted by the designated Inspectorate Team during the scheduled PDI.

The Supplier shall coordinate with DepEd, through the Procurement Management Service-Contract Management Division (ProcMS- CMD), on the conduct of inspection or PDI. Any request for inspection or PDI shall be done in writing and contain the following information:

- a. Project Title and Contract Number,
- b. Specific goods for inspection,
- c. Quantity of goods for inspection,
- d. Venue/Address of inspection site, and
- e. Proposed schedule of inspection which must be at least ten (10) calendar days from the submission of the letter request.

There shall only be three (3) PDIs to be made based on the allowable quantities as indicated in the progress payment schedule stated in the special conditions of the contract.

During the conduct of the PDIs, the PDI team may request the Suppliers for the stripping of the actual paper used during printing to be subjected for paper testing to ensure that the paper used is compliant with the technical specifications. The expenses for paper testing shall be shouldered by the Supplier.

The request for inspection or PDI shall be addressed to Atty. Gerard L. Chan, Undersecretary for Procurement, and must be submitted through email at [procms.cmd@deped.gov.ph](mailto:procms.cmd@deped.gov.ph).

DepEd shall have the right to visit and inspect the Supplier's premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess the Supplier's capacity to discharge its contractual obligations.

### **Packaging**

Goods shall be packed according to the packaging details provided in this Bidding Document and according to the allocations list.

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 DepEd:

#### **BOX**

The box materials shall have these specifications:

1. Corrugation: B or C (Single Wall) flute
2. Burst Strength: 175 psi -2% tolerance
3. Joint: Taped with 50.8 mm wide packaging tapes or better
4. Approximate Length: 17"
5. Approximate Width: 12"
6. Approximate Height: 7"-12"

For boxes with overlap joints, the overlap joint shall be fixed by high-grade glue and its outside joint shall be reinforced by 50.8 mm packaging tape or better. Tin/staple wires shall not be used to reinforce the joints.

#### **PACKAGING TAPE**

50.8 mm or 2 inches wide packaging tape or better

**PLASTIC STRAP**

12.7 mm wide plastic strap or better

**PROPOSE PACKAGING DETAILS**

The goods shall be packed based on the attached allocation/packaging list per recipient and placed in unused corrugated boxes and seals to withstand rough handling.

Each box shall contain the intended allocation, wrapped and sealed in plain plastic for adequate protection against moisture and water damage.

For loose sets, the goods shall be wrapped in plastic or brown kraft paper. The package must be secured by packaging tape or better.

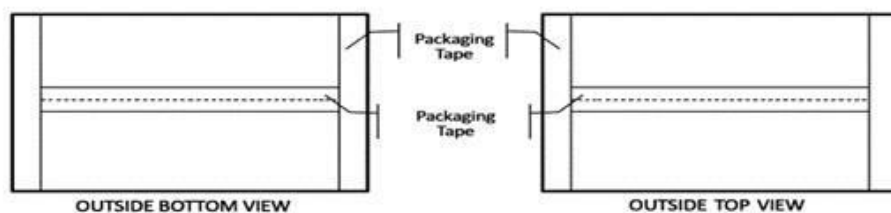
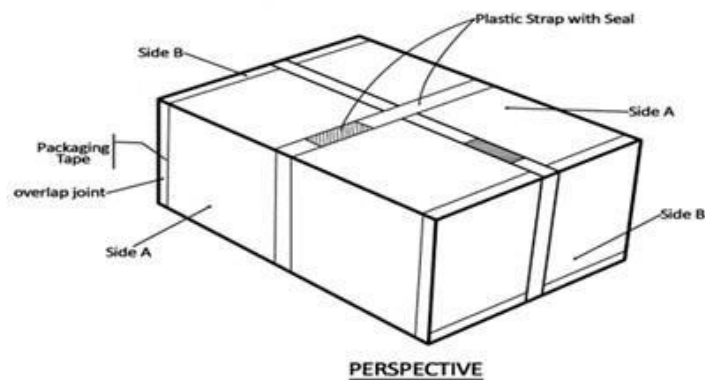
The box shall be reinforced with at least a 12.7 mm wide plastic strap with tin or other appropriate seal.

Each box shall be properly labeled to indicate the following:

Title, Quantity, Purchaser's Name and Address, Supplier's Name, Destination, DepEd logo (with flame), International Symbol, Linear Specifications, Volume, and Gross Weight.

The maximum weight per box should not be more than 20 kilos.

**PACKAGE SPECIFICATIONS**



**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.

**Delivery of Printed TXs and TMs**

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 (District Offices *(If no District Office, Schools Division Office (SDO) and Secondary Schools)*).

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 representative of the Department of Education (DepEd) at the delivery site shall be the Authorized Receiving Personnel (ARP) at the District Offices *(If no District Office, SDO)* and Secondary Schools.

The Contract Price for the goods shall include the prices charged by the Supplier for incidental services which 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:

1. Original and four copies of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount;
2. Original and four copies of the Manufacturer’s and/or Supplier’s Warranty Certificate, where applicable; and
3. Original (white copy) and scanned copy stored in CD/DVD/Flash Drive of the pre-numbered Inspection and Acceptance Report (IAR) and Delivery Receipt (DR) detailing number and description of goods received and duly signed and dated by the ARP.

	<p>In case the Supplier encounters conditions impeding timely delivery of the goods, it must promptly notify DepEd in writing within five (5) calendar days from notice of such conditions, and any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. The Supplier must provide sufficient proof to support any request for work suspension and/or contract period extension.</p> <p>Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by DepEd and to be replaced by the Supplier in accordance with the warranty provision of this bidding document. The Supplier shall replace all rejected goods within <b>15 CALENDAR DAYS</b> from its receipt of the Notice of Rejection from the recipient schools or the supplier shall bring extra copies or buffer for automatic replacement of the defective goods during the delivery and inspection at the delivery sites.</p> <p><b>Reprinting of TXs and TMs</b></p> <p>In the event there is a need to reprint additional copies of TXs and TMs within the five-year period, the supplier shall make the same available to DepEd through Repeat Order, Direct Contracting, and/or other means as may be applicable in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations.</p> <p><b>Provision of Electronic TXs and TMs</b></p> <p>The provision of the electronic TXs and TMs shall commence on the issuance of ready-to-print TXs and TMs. Electronic TXs and TMs submitted should be the copy of the finalized TXs and TMs that are for printing and delivery subject for inspection before uploading to the authorized DepEd LMS/storage.</p>
2.1	<p><b>Advance Payment</b></p> <p>Advance Payment is not allowed.</p>
2.2	<p><b>Schedule of Payment</b></p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows:</p> <p>The Supplier may submit a request for payment based on progress reports which shall be attached to the progress billing and include the following:</p> <ol style="list-style-type: none"> <li>1. Actual quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract;</li> <li>2. duly signed Delivery Receipts;</li> <li>3. duly signed Inspection and Acceptance Reports and acknowledge receipt that the goods have been delivered and/or properly installed and commissioned in accordance with the contract;</li> <li>4. Sales Invoice;</li> <li>5. Warranty Certificate;</li> </ol>



	<p>6. Bank Certificate with a valid account number for LDDAP;  7. Request for Payment; and  8. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances.</p> <p>Progress payments shall be paid to the Suppliers on the following conditions:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The first progress payment shall be paid upon delivery and acceptance of at least thirty-five percent (35%) of the quantity of Goods subject to the total Quantity of Goods;</li> <li><input type="checkbox"/> The second progress payment shall be paid upon delivery and acceptance of at least another thirty-five (35%) or at least seventy percent (70%) of the total quantity of Goods; and</li> <li><input type="checkbox"/> The final payment shall be paid upon full delivery and acceptance of all the remaining quantity of Goods.</li> </ul> <p>Final payment shall constitute a release of the retention money in case of expiration of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision. The following shall be required for the release of the retention money:</p> <ol style="list-style-type: none"> <li>1. Request for Payment for the release of retention money,</li> <li>2. Certificate of No Claims against the Warranty,</li> <li>3. Billing statement,</li> <li>4. Original Certificate of Final Acceptance,</li> <li>5. Bank Certificate with a valid account number for LDDAP, and</li> <li>6. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances.</li> </ol> <p>(NOTE: The Supplier must furnish a copy of the above-mentioned documents to DepEd Accounting and the End-user [Bureau of Learning Resources – Learning Resources Production Division (BLR- LRPD)] and the Contract Management Division of the Procurement Service, Central Office).</p> <p>Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee in the amount equivalent to one percent (1%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.</p>
3	<p><b>Performance Security</b></p> <p>The Performance Security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The Supplier shall be responsible for the extension of its performance security and/or renewal of its performance security whenever necessary and/ without need of prior notice or instruction from DepEd, to ensure that it is in</p>

	<p>force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.</p> <p>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>
5	<p><b>Warranty</b></p> <p>A warranty for three (3) months for the Goods will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered Goods have been duly inspected and accepted (i.e. final acceptance).</p> <p>The obligation for the warranty shall be covered by retention money in an amount equivalent to one percent (1%) of the payment or a special bank guarantee equivalent to one percent (1%) of the Contract Price.</p> <p>In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.</p> <p>The <b>Special Bank Guarantee</b> shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>
6	<p><b>Special Provision of the Contract</b></p> <p><b>A. Electronic Version of TXs and TMs</b></p> <p>The Supplier shall provide the electronic copy of the TXs and TMs in the DepEd prescribed electronic format version (HTML, Scorm, HP5, etc.) DepEd may upload the electronic copy in DepEd’s official portal/application and/or storage for a period of five (5) years.</p> <p><b>B. Braille Conversion of TXs and TMs</b></p> <p>The Supplier shall provide the digital (editable) copy of the final TXs &amp; TMs for braille/e-pub conversion to be used by blind, visually-impaired, and otherwise print-disabled learners, without any cost to DepEd, pursuant to the Phillippine Marrakesh Regulation 2019-025 and Marrakesh Treaty and rules and regulations appurtenant thereto.</p>

## **Annex to Special Conditions of Contract**

The Supplier shall bear costs of inland transportation, insurance, and other services required to convey the Goods to the delivery sites. The quantities are listed in the delivery schedule and the allocation list.

### **Inspection and Acceptance of TXs and TMs at the Delivery Site**

Inspection shall be conducted by the duly constituted inspectorate team based on existing rules and regulations. In the delivery of Goods, the Supplier shall:

1. Deliver the Goods in the right quantity and quality based on the contract agreement, allocation list, and specifications set by DepEd;
2. Notify the indicated authorized receiving personnel at the Delivery Site of the scheduled date of delivery at least three (3) working days in advance, and shall ensure that the authorized receiving personnel is present during the date and time of delivery;
3. Make delivery or deliveries to the recipient schools or offices on regular working days, during office hours from 8:00 a.m. to 5:00 p.m. The Receiving Personnel reserves the right to refuse to receive/accept delivered Goods made before 8:00 a.m. or after 5:00 p.m., and on non-working days;
4. Ensure that the Delivery Receipts (DR) and Inspection and Acceptance Reports (IAR) are signed by the authorized receiving personnel and inspectorate team;
5. Retrieve and replace defective/rejected LRs within a 15-day period from the concerned recipients at no cost to DepEd;
6. The Supplier shall bring extra copies or buffer which can be used to replace defective Goods during the delivery and inspection at the recipient schools/offices; and
7. Perform other functions that maybe necessary to comply with their obligations.

### **Provision of Complementary Copies of TXs and TMs**

The Supplier shall provide at least twenty (20) complementary copies of TXs and TMs to the EU.

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

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

**LOCATION: Goods shall be delivered and inspected at the District Offices (If no District Office, Schools Division Office (SDO) and Secondary Schools as stipulated in the Allocation lists.**

**DURATION: Within one-hundred forty calendar days (140 CD) shall be effective (to commence) at the time of receipt of NTP by the successful bidder**

UNIT	PARTICULARS	QUANTITY	
<b>Procurement of Development, Printing, Delivery of Textbooks (TXs) and Teacher's Manuals (TMs), and Provision of Electronic Textbooks and Teacher's Manuals for Grade 1 to Waray speaking District Offices in the 9 Schools Division Offices of DepEd Region VIII</b>			
	<b>Learning Area TXs and TMs</b>	<b>Maximum No. of Pages</b>	<b>Total No. of Copies</b>
Pc.	GMRC - TXs (Waray)	256	71,518
Pc.	GMRC - TMs (Tagalog/Filipino)	200	1,108
Pc.	MAKABANSA - TXs (Waray)	256	71,518
Pc.	MAKABANSA - TMs (Tagalog/Filipino)	200	1,108
Pc.	Language - TXs (Waray)	256	71,518
Pc.	Language - TMs (Tagalog/Filipino)	200	1,108
Pc.	Reading and Literacy - TXs (Waray)	256	71,518
Pc.	Reading and Literacy - TMs (Tagalog/ Filipino)	200	1,108

**Important Note/s:**

1. Prospective bidder(s) shall refer to the attached Minimum Technical Specifications, Allocation, and Distribution List.
2. Goods shall be delivered and inspected at the District Offices (If no District Office, Schools Division Office (SDO) and Secondary Schools as stipulated in the Allocation lists, within one hundred (100) calendar days from the receipt of NTP by the winning bidder.
3. Winning Bidder must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Learning Resource Management Section, Curriculum and Learning Management Division (LRMS, CLMD) (Proponent), to discuss guidelines of the program, delivery schedule(s), and the expectation/s between both parties, Contact No. (053) 832-5738, E-mail address: lrmds.region8@deped.gov.ph.

## **Section VII. Technical Specifications**

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at*

*least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## Technical Specifications

UNIT	PARTICULARS	QUANTITY		COMPLY (YES/NO)
<b>Procurement of Development, Printing, Delivery of Textbooks (TXs) and Teacher's Manuals (TMs), and Provision of Electronic Textbooks and Teacher's Manuals for Grade 1 to Waray speaking District Offices in the 9 Schools Division Offices of DepEd Region VIII</b>				
	<b>Learning Area TXs and TMs</b>	<b>Maximum No. of Pages</b>	<b>Total No. of Copies</b>	
Pc.	GMRC - TXs (Waray)	256	71,518	
Pc.	GMRC - TMs (Tagalog/Filipino)	200	1,108	
Pc.	MAKABANSA - TXs (Waray)	256	71,518	
Pc.	MAKABANSA - TMs (Tagalog/Filipino)	200	1,108	
Pc.	Language - TXs (Waray)	256	71,518	
Pc.	Language - TMs (Tagalog/Filipino)	200	1,108	
Pc.	Reading and Literacy - TXs (Waray)	256	71,518	
Pc.	Reading and Literacy - TMs (Tagalog/ Filipino)	200	1,108	

Item	SPECIFICATION	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
1	<p>Certificate of Paper Test Result from Forest Products Research and Development Institute (FPRDI), which must be issued within three (3) months prior to the date of the deadline for the submission and opening of bids for this project.</p> <p>The details of paper test results should contain the following:</p> <p><b>Paper Requirement: (With -3% tolerance)</b></p> <p><b>Cover:</b> Foldcote caliper 12, solid white 236 gsm or better</p>		

Item	SPECIFICATION	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
	<p><b>Inside Pages:</b> Uncoated text paper or better</p> <p><b>Basis weight:</b> 70 gsm with -3% tolerance</p> <p><b>Opacity:</b> 90% with -3% tolerance</p> <p><b>Brightness:</b> 80% with -3% tolerance</p> <p>In case the certificate cannot be issued by the FPRDI, the bidder shall secure a certificate from the Manufacturer of Paper as to the desired paper testing/attributes together with a certification from FPRDI that the latter cannot perform said paper testing/attributes.</p>		
2	Five (5) sheets of A4 size swatches of the actual paper to be used for the cover and inside pages during printing. Each sheet shall bear the name of the supplier.		
3	List of required minimum machines, equipment, and manpower to measure the capacity per hour/day to produce the desired quantities (See Schedule of Requirements)		
4	A certification showing that the publisher is duly registered with and accredited by the National Book Development Board (NBDB)		
5	<p>The Bidder shall submit the following:</p> <ol style="list-style-type: none"> <li>1. Eight (8) copies of the TXs and TMs; and</li> <li>2. Six (6) copies of the duly accomplished TXs and TMs Curriculum Matrix.</li> </ol>		



**Technical Specifications for Electronic Textbooks and Teacher’s Manuals**

A. Electronic TXs and TMs submitted should be in any of the following format:

- 1. H5P (HTML5 Package) Format which enables existing learning management systems (LMS) to create richer content;
- 2. SCORM (Shareable Content Reference Model) is a technical specification for eLearning or online material. It is the format in which content should be exported for uploading to a SCORM-compliant learning management system (LMS); or
- 3. Any other format i.e., Portable Document Format (PDF), that may be determined however, output must be viewable using any internet browser (Chrome, Edge, Opera, Safari etc.).

B. The e-textbooks will be uploaded to the DepEd Learning Management System (LMS) and/or any authorized DepEd platform/storage which shall be made available to public schools for five (5) years.

C. The LMS access shall also be given to the awarded Supplier/s to monitor their electronic TXs and TMs. In the access of electronic TXs and TMs, the downloading, copying and pasting, and highlighting functionalities are disabled.

**Important Note/s:**

- 1. Prospective bidder(s) shall refer to the attached Minimum Technical Specifications, Allocation, and Distribution List.
- 2. Goods shall be delivered and inspected at the District Offices (If no District Office, Schools Division Office (SDO) and Secondary Schools as stipulated in the Allocation lists, within one hundred (100) calendar days from the receipt of NTP by the winning bidder.
- 3. Winning Bidder must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Learning Resource Management Section, Curriculum and Learning Management Division (LRMS, CLMD) (Proponent), to discuss guidelines of the program, delivery schedule(s), and the expectation/s between both parties, Contact No. (053) 832-5738, E-mail address: lrmds.region8@deped.gov.ph.

*I hereby certify that the Statement of Compliance to the foregoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.*

**Name of Bidder**

: \_\_\_\_\_

**Name of Authorized Representative**

: \_\_\_\_\_

**Signature of Authorized Representative**

: \_\_\_\_\_

**MINIMUM TECHNICAL SPECIFICATIONS**

**A. Grade 1 TXs and TMs**

Book Size	Paper Requirement		Colors		Binding
	Cover	Inside Pages	Cover	Inside Pages	
8.25" x 10.75"	Foldcote caliper 12, solid white or better	Uncoated text paper or better  Basis weight: 70 gsm with -3% tolerance  Opacity: 90% with -3% tolerance  Brightness: 80% with -3% tolerance	Full Color by 1 Full* Color with 1 side UV coating or better	1 Color	Perfect Binding

**Technical Specifications for Electronic Textbooks and Teacher’s Manuals**

- A. Electronic TXs and TMs submitted should be in any of the following format:
1. H5P (HTML5 Package) Format which enables existing learning management systems (LMS) to create richer content;
  2. SCORM (Shareable Content Reference Model) is a technical specification for eLearning or online material. It is the format in which content should be exported for uploading to a SCORM-compliant learning management system (LMS); or
  3. Any other format i.e., Portable Document Format (PDF), that may be determined however, output must be viewable using any internet browser (Chrome, Edge, Opera, Safari etc.).
- B. The e-textbooks will be uploaded to the DepEd Learning Management System (LMS) and/or any authorized DepEd platform/storage which shall be made available to public schools for five (5) years.
- C. The LMS access shall also be given to the awarded Supplier/s to monitor their electronic TXs and TMs. In the access of electronic TXs and TMs, the downloading, copying and pasting, and highlighting functionalities are disabled.

**ALLOCATION / DISTRIBUTION LIST**  
**GRADE 1 TX/TM BY MTB-MLE (6 LANGUAGES)**

As of October 19, 2023

**REGION VIII**

Region/Division	Legislative District	No. of ES	No. of Districts	Recipient District	Complete Address	TOTAL	Waray	Waray
						TX/TM	TX	TM
<b>VIII TOTAL</b>		<b>85</b>	<b>194</b>			<b>72,593</b>	<b>71,485</b>	<b>1,108</b>
VIII Biliran	Lone	12	1	Biliran	Biliran, Biliran	477	467	10
VIII Biliran	Lone	12	1	Cabucgayan	Cabucgayan, Biliran	342	336	6
VIII Biliran	Lone	18	1	Caibiran	Caibiran, Biliran	630	622	8
VIII Biliran	Lone	12	1	Culaba	Culaba, Biliran	221	217	4
VIII Biliran	Lone	10	1	Maripipi	Maripipi, Biliran	125	123	2
<b>VIII Biliran</b>		<b>64</b>	<b>5</b>	<b>Sub-total</b>		<b>1,795</b>	<b>1,765</b>	<b>30</b>
VIII Calbayog City	1	14	1	Calbayog District I	Brgy. Carayman, Calbayog City	336	331	5
VIII Calbayog City	1	10	1	Calbayog District II	Bugallon St., Calbayog City	903	892	11
VIII Calbayog City	1	9	1	Calbayog District III	146 Rosales Blvd., Calbayog City	372	369	3
VIII Calbayog City	1	17	1	Calbayog District IV	Brgy. Balud, Calbayog City	463	457	6
VIII Calbayog City	1	16	1	Calbayog District V	Brgy. San Policarpo, Calbayog City	333	329	4
VIII Calbayog City	1	16	1	Calbayog District VI	Brgy. Trinidad, Calbayog City	308	303	5
VIII Calbayog City	1	13	1	Oquendo District I	Oquendo Poblacion, Calbayog City	274	272	2
VIII Calbayog City	1	21	1	Oquendo District II	Brgy. Tarabucan, Calbayog City	351	348	3
VIII Calbayog City	1	12	1	Oquendo District III	Brgy. Pilar, Calbayog City	313	308	5
VIII Calbayog City	1	9	1	Tinambacan District	Brgy. Tinambacan, Calbayog City	487	480	7
VIII Calbayog City	1	7	1	Tinambacan District	Brgy. San Joaquin, Calbayog City	443	435	8
<b>VIII Calbayog City</b>		<b>144</b>	<b>11</b>	<b>Sub-total</b>		<b>4,583</b>	<b>4,524</b>	<b>59</b>
VIII Eastern Samar	Lone	17	1	Arteche	Poblacion Garcen, Arteche, Eastern Samar	439	433	6
VIII Eastern Samar	Lone	9	1	Balangiga	Brgy. 3, P. Albay St., Balangiga, Eastern Samar	394	388	6
VIII Eastern Samar	Lone	12	1	Balangikayan	Balangikayan, Eastern Samar	276	273	3
VIII Eastern Samar	Lone	19	1	Can-Avid	Poblacion Brgy. 4, Can-Avid, Eastern Samar	562	554	8
VIII Eastern Samar	Lone	19	1	Dolores I	San Juan de Dios St., Dolores, Eastern Samar	650	641	9
VIII Eastern Samar	Lone	23	1	Dolores II	Dapdap, Dolores, Eastern Samar	532	526	6
VIII Eastern Samar	Lone	12	1	Giporlos	Giporlos, Eastern Samar	373	369	4
VIII Eastern Samar	Lone	13	1	Guiuan East	Guiuan, Eastern Samar	549	541	8
VIII Eastern Samar	Lone	16	1	Guiuan North	Lupok Central, Guiuan, Eastern Samar	309	307	2
VIII Eastern Samar	Lone	16	1	Guiuan South	Cantahay ES, Guiuan, Eastern Samar	413	404	9
VIII Eastern Samar	Lone	10	1	Hernani	Hernani, Eastern Samar	221	219	2
VIII Eastern Samar	Lone	12	1	Jipapad	Jipapad, Eastern Samar	261	260	1
VIII Eastern Samar	Lone	7	1	Lawaan	Lawaan CS, Lawaan, Eastern Samar	350	344	6
VIII Eastern Samar	Lone	22	1	Llorente	Poblacion Barangay I, Llorente, Eastern Samar	445	442	3
VIII Eastern Samar	Lone	24	1	General MacArthur	Gen. MacArthur Central ES, Gen. McArthur, Eastern Samar	438	432	6
VIII Eastern Samar	Lone	11	1	Maslog	Maslog, Eastern Samar	159	158	1
VIII Eastern Samar	Lone	14	1	Maydolong	Brgy. 2, Maydolong, Eastern Samar	384	380	4
VIII Eastern Samar	Lone	11	1	Mercedes	Brgy. 1, Pob. Mercedes, Eastern Samar	121	120	1
VIII Eastern Samar	Lone	19	1	Oras East	Poblacion Tiguib, Oras, Eastern Samar	579	571	8
VIII Eastern Samar	Lone	20	1	Oras West	San Roque, Oras, Eastern Samar	501	497	4
VIII Eastern Samar	Lone	20	1	Quinapundan	Quinapundan CES, Brgy. Sta. Margarita, Quinapundan, Eastern Samar	404	398	6
VIII Eastern Samar	Lone	14	1	Salcedo I	Brgy. 9 Poblacion Salcedo, Eastern Samar	300	296	4
VIII Eastern Samar	Lone	18	1	Salcedo II	Bagtong, Salcedo, Eastern Samar	242	240	2
VIII Eastern Samar	Lone	13	1	San Julian	Poblacion Barangay I, San Julian, Eastern Samar	409	402	7
VIII Eastern Samar	Lone	13	1	San Policarpo	San Policarpo, Eastern Samar	433	429	4
VIII Eastern Samar	Lone	14	1	Sulat	Poblacion Abucay, Sulat, Eastern Samar	322	316	6
VIII Eastern Samar	Lone	19	1	Taft	Poblacion Taft, Eastern Samar	446	440	6
<b>VIII Eastern Samar</b>		<b>417</b>	<b>27</b>	<b>Sub-total</b>		<b>10,512</b>	<b>10,380</b>	<b>132</b>
VIII Borongan City	Lone	12	1	District I	Borongan City, Eastern Samar	275	270	5
VIII Borongan City	Lone		1	District II		349	344	5
VIII Borongan City	Lone		1	District III		332	325	7
VIII Borongan City	Lone	23	1	District IV	Sabang South, Borongan City, Eastern Samar	147	144	3
VIII Borongan City	Lone	16	1	District V	Lalawigan, Borongan City, Eastern Samar	267	263	4
<b>VIII Borongan City</b>		<b>51</b>	<b>3</b>	<b>Sub-total</b>		<b>1,370</b>	<b>1,346</b>	<b>12</b>
VIII Leyte	1	17	1	Alangalang I	A. Luna, San Roque, Alangalang, Leyte	623	613	10
VIII Leyte	1	18	1	Alangalang II	National Highway, Alangalang, Leyte	420	410	10
VIII Leyte	1	13	1	Alangalang III	Lingayon, Alangalang, Leyte	271	266	5
VIII Leyte	1	9	1	Babatngon I	Rizal Avenue, Babatngon, Leyte	368	361	7
VIII Leyte	1	11	1	Babatngon II	Pagsulhugon, Babatngon, Leyte	287	280	7
VIII Leyte	1	10	1	Palo I	Bonifacio St. Cavite West Pob., Palo, Leyte	579	565	14
VIII Leyte	1	11	1	Palo II	Zone 2 San Joaquin, Palo, Leyte	369	361	8
VIII Leyte	1	10	1	Palo III	Pawing, Palo, Leyte	449	439	10
VIII Leyte	1	21	1	San Miguel	Libtong East Poblacion San Miguel, Leyte	425	418	7
VIII Leyte	1	17	1	Sta. Fe	Zone 1, Pob. Sta Fe, Leyte	526	515	11
VIII Leyte	1	10	1	Tanauan I	Don Pedro St., Brgy. Buntay, Tanauan, Leyte	353	342	11
VIII Leyte	1	10	1	Tanauan II	Don Simeon St. Canramos, Tanauan, Leyte	338	334	

**ALLOCATION/ DISTRIBUTION LIST**  
**GRADE 1 TX/TM BY MTB-MLE (6 LANGUAGES)**

As of October 19, 2023

REGION VIII									
Region/Division	Legislative District	No. of ES	No. of Districts	Recipient District	Complete Address	TOTAL TX/TM	Waray TX	Waray TM	
VIII	Leyte	1	19	1	Tanauan III	Salvador, Tanauan, Leyte	419	408	11
VIII	Leyte	1	13	1	Tolosa	Imelda Lane, Brgy. Imelda, Tolosa, Leyte	455	443	12
VIII	Leyte	2	18	1	Barugo I	Delgado Avenue, Barugo, Leyte	392	386	6
VIII	Leyte	2	15	1	Barugo II	Burgos St. Pob. Dist. 3, Barugo, Leyte	348	342	6
VIII	Leyte	2	21	1	Burauen North	Sta. Ana, Burauen, Leyte	348	338	10
VIII	Leyte	2	20	1	Burauen South	San Jose, Burauen, Leyte	371	367	4
VIII	Leyte	2	19	1	Burauen East	San Diego, Burauen, Leyte	325	317	8
VIII	Leyte	2	9	1	Capoocan I	Pio C. Melgar Poblacion Zone 1, Capoocan, Leyte	447	441	6
VIII	Leyte	2	11	1	Capoocan II	Pinamopoan, Capoocan, Leyte	356	350	6
VIII	Leyte	2	11	1	Carigara I	Aguja St.Sawang Carigara,Leyte	364	359	5
VIII	Leyte	2	9	1	Carigara II	Mabini Jugaban, Carigara,Leyte	362	352	10
VIII	Leyte	2	10	1	Carigara III	Alberto T Aguja St., Ponong, Carigara, Leyte	429	418	11
VIII	Leyte	2	17	1	Dagami North	District 4, Tunga Poblacion, Dagami, Leyte	447	436	11
VIII	Leyte	2	16	1	Dagami South	San Roque St., Sta. Mesa Pob., Dist.7, Dagami, Leyte	400	392	8
VIII	Leyte	2	14	1	Dulag North	Brgy. San Jose, Dulag, Leyte	290	283	7
VIII	Leyte	2	11	1	Dulag South	Kempis St. Brgy Serrano, Dulag, Leyte	294	286	8
VIII	Leyte	2	14	1	Dulag West	Cabacungan, Dulag, Leyte	274	268	6
VIII	Leyte	2	14	1	Jaro I	Brgy. Del Carmen, Jaro, Leyte	396	391	5
VIII	Leyte	2	13	1	Jaro II	Brgy. Kalinawan, Jaro, Leyte	236	226	10
VIII	Leyte	2	15	1	Jaro III	Real St. Brgy. Sta. Cruz, Jaro, Leyte	254	250	4
VIII	Leyte	2	20	1	Julita	Poblacion District II San Mateo, Julita, Leyte	287	280	7
VIII	Leyte	2	9	1	La Paz I	V. Leona Street Poblacion 2 La Paz, Leyte	168	166	2
VIII	Leyte	2	20	1	La Paz II	Sta. Ana, La Paz, Leyte	262	259	3
VIII	Leyte	2	13	1	Macarthur I	Real St, Brgy. Poblacion Dist.1,MacArthur, Leyte	281	277	4
VIII	Leyte	2	15	1	Macarthur II	Palale, Macarthur, Leyte	211	207	4
VIII	Leyte	2	14	1	Mayorga	Zamora St.Poblacion Zone 3, Mayorga, Leyte	390	383	7
VIII	Leyte	2	22	1	Pastrana	Osmena St. Poblacion Dist.4, Pastrana, Leyte	440	433	7
VIII	Leyte	2	12	1	Tabontabon	Real St.Dist.II Pob., Tabon-tabon, Leyte	287	280	7
VIII	Leyte	2	4	1	Tunga	Real St. San Antonio, Tunga, Leyte	182	179	3
VIII	Leyte	3	15	1	Leyte I	Liberation St. Pob. Leyte, Leyte	482	475	7
VIII	Leyte	3	15	1	Leyte II	Brgy. Macupa, Leyte, Leyte	492	481	11
VIII	Leyte	5	15	1	Abuyog East	Brgy. Buntay Pob., Abuyog, Leyte	342	338	4
VIII	Leyte	5	16	1	Abuyog North	Real St. Brgy. Bito, Abuyog, Leyte	326	322	4
VIII	Leyte	5	15	1	Abuyog South	Brgy.Loyonsawang, Abuyog, Leyte	271	266	5
VIII	Leyte	5	12	1	Abuyog West	Balocawehay, Abuyog, Leyte	269	262	7
VIII	Leyte	5	13	1	Javier I	Zone I Poblacion, Javier, Leyte	314	308	6
VIII	Leyte	5	13	1	Javier II	Manlilisid, Javier, Leyte	267	261	6
VIII	<b>Leyte</b>		<b>689</b>	<b>49</b>	<b>Sub-total</b>		<b>17,486</b>	<b>17,134</b>	<b>352</b>
VIII	Northern Samar	1	14	1	Allen	Allen, Northern Samar	585	573	12
VIII	Northern Samar	1	11	1	Biri	Biri, Northern Samar	309	306	3
VIII	Northern Samar	1	17	1	Bobon	Bobon, Northern Samar	681	670	11
VIII	Northern Samar	1	10	1	Catarman I	Catarman, Northern Samar	720	713	7
VIII	Northern Samar	1	13	1	Catarman II	Brgy. Narra, Catarman, Northern Samar	736	727	9
VIII	Northern Samar	1	13	1	Catarman III	Catarman, Northern Samar	811	802	9
VIII	Northern Samar	1	11	1	Catarman IV	Catarman IV, Cawayan, Northern Samar	447	438	9
VIII	Northern Samar	1	14	1	Lavezares I	Caragas, Lavezares, Northern Samar	396	389	7
VIII	Northern Samar	1	12	1	Lavezares II	Ordanita, Lavezares, Northern Samar	350	343	7
VIII	Northern Samar	1	24	1	Lope De Vega	Poblacion Lope de Vega, Northern Samar	391	385	6
VIII	Northern Samar	1	10	1	Mondragon I	Nat'l Highway, Mondragon, Northern Samar	591	583	8
VIII	Northern Samar	1	15	1	Mondragon II	Brgy. Nenita, Mondragon, Northern Samar	557	549	8
VIII	Northern Samar	1	10	1	Rosario	Rosario, NorthernSamar	296	292	4
VIII	Northern Samar	1	14	1	San Isidro	Poblacion San Isidro, Northern Samar	240	236	4
VIII	Northern Samar	1	12	1	San Jose	San Jose, Northern Samar	496	488	8
VIII	Northern Samar	1	15	1	Victoria	Poblacion Victoria, Northern Samar	326	319	7
VIII	Northern Samar	2	20	1	Catubig I	Poblacion Catubig, Northern Samar	476	472	4
VIII	Northern Samar	2	20	1	Catubig II	San Jose, Catubig, Northern Samar	528	521	7
VIII	Northern Samar	2	8	1	Gamay I	Gamay Central, Poblacion Gamay, Northern Samar	252	249	3
VIII	Northern Samar	2	13	1	Gamay II	Brgy. Kagarutan, Gamay, Northern Samar	211	208	3
VIII	Northern Samar	2	15	1	Laoang I	Guillaongi, Laoang, Northern Samar	238	235	3
VIII	Northern Samar	2	17	1	Laoang II	Poblacion Laoang, Northern Samar	255	248	7
VIII	Northern Samar	2	22	1	Laoang III	Rawis, Laoang, Northern Samar	499	488	11
VIII	Northern Samar	2	13	1	Lapinig	Lapinig, Northern Samar	368	363	5
VIII	Northern Samar	2	27	1	Las Navas I	Poblacion Las Navas, Northern Samar	627	621	6
VIII	Northern Samar	2	27	1	Las Navas II	Brgy. San Isidro, Northern Samar	636	626	10
VIII	Northern Samar	2	13	1	Mapanas	Del Norte, Mapanas, Northern Samar	494	486	8
VIII	Northern Samar	2	14	1	Palapag I	Palapag Central ES, Palapag, Northern Samar	352	346	6

**ALLOCATION/ DISTRIBUTION LIST**  
**GRADE 1 TX/TM BY MTB-MLE (6 LANGUAGES)**

As of October 19, 2023

**REGION VIII**

Region/Division	Legislative District	No. of ES	No. of Districts	Recipient District	Complete Address	TOTAL TX/TM	Waray	Waray
							TX	TM
VIII Northern Samar	2	17	1	Palapag II	Pangpang, Palapag, Northern Samar	412	407	5
VIII Northern Samar	2	7	1	Pambujan I	Pambujan I Poblacion, Northern Samar	421	416	5
VIII Northern Samar	2	13	1	Pambujan II	Brgy. Hinulgan, Northern Samar	449	440	9
VIII Northern Samar	2	13	1	San Roque	San Roque, Northern Samar	729	715	14
VIII Northern Samar	2	20	1	Silvino Lubos	Silvino Lubos, Northern Samar	464	461	3
<b>VIII Northern Samar</b>		<b>494</b>	<b>33</b>	<b>Sub-total</b>		<b>15,343</b>	<b>15,115</b>	<b>228</b>
VIII Samar (Western Samar)	1	31	1	Gandara I	Gandara, Samar	531	526	5
VIII Samar (Western Samar)	1	37	1	Gandara II - Matugu	Gandara, Samar	603	598	5
VIII Samar (Western Samar)	1	9	1	Pagsanghan	Pagsanghan, Samar	213	211	2
VIII Samar (Western Samar)	1	35	1	San Jorge	San Jorge, Samar	548	542	6
VIII Samar (Western Samar)	1	17	1	Sta. Margarita I	Sta. Margarita, Samar	426	420	6
VIII Samar (Western Samar)	1	13	1	Sta. Margarita II	Cautod, Sta. Margarita, Samar	335	330	5
VIII Samar (Western Samar)	1	33	1	Tarangnan	Tarangnan, Samar	729	721	8
VIII Samar (Western Samar)	2	30	1	Basey I	San Roque St., Brgy. Sulod, Basey, Samar	774	760	14
VIII Samar (Western Samar)	2	30	1	Basey II	Brgy. Palaypay, Basey, Samar	823	811	12
VIII Samar (Western Samar)	2	37	1	Calbiga	Calbiga, Samar	705	697	8
VIII Samar (Western Samar)	2	30	1	Daram I	Poblacion Hilaba, Daram, Samar	684	679	5
VIII Samar (Western Samar)	2	28	1	Daram II	Birawan, Daram, Samar	599	591	8
VIII Samar (Western Samar)	2	19	1	Hinabangan	Hinabangan, Samar	407	401	6
VIII Samar (Western Samar)	2	28	1	Jiabong	Jiabong, Samar	471	469	2
VIII Samar (Western Samar)	2	15	1	Marabut	Marabut, Samar	487	475	12
VIII Samar (Western Samar)	2	29	1	Motiong	Motiong, Samar	414	410	4
VIII Samar (Western Samar)	2	23	1	Pinabacdao	Pinabacdao, Samar	515	505	10
VIII Samar (Western Samar)	2	10	1	San Sebastian	Avelino St., San Sebastian, Samar	266	261	5
VIII Samar (Western Samar)	2	19	1	Sta. Rita I	Bougainville, Sta. Rita, Samar	459	453	6
VIII Samar (Western Samar)	2	25	1	Sta. Rita II	Tominamos, Sta. Rita, Samar	842	826	16
VIII Samar (Western Samar)	2	10	1	Talalora	Talalora, Samar	202	200	2
VIII Samar (Western Samar)	2	25	1	Villareal I	Villareal I, Samar	525	521	4
VIII Samar (Western Samar)	2	13	1	Villareal II	Poblacion Villareal II, Samar	330	324	6
VIII Samar (Western Samar)	2	25	1	Wright I	Brgy. Arado, Paranas, Samar	541	533	8
VIII Samar (Western Samar)	2	22	1	Zumarraga	Zumarraga, Samar	461	456	5
VIII Samar (Western Samar)	2	28	1	Wright II - San Jose	Brgy. I, Paranas, Samar	519	514	5
<b>VIII Samar (Western Samar)</b>		<b>621</b>	<b>26</b>	<b>Sub-total</b>		<b>13,409</b>	<b>13,234</b>	<b>175</b>
VIII Catbalogan City	2	4	1	Catbalogan I	Brgy. 7 Poblacion, Catbalogan City, Samar	515	507	8
VIII Catbalogan City	2	6	1	Catbalogan II	Brgy. Muñoz, Catbalogan City, Samar	384	381	3
VIII Catbalogan City	2	4	1	Catbalogan I	Brgy. 7 Poblacion, Catbalogan City, Samar	515	507	8
VIII Catbalogan City	2	6	1	Catbalogan II	Brgy. Muñoz, Catbalogan City, Samar	384	381	3
VIII Catbalogan City	2	4	1	Catbalogan III	Brgy. Muñoz, Catbalogan City, Samar	308	306	2
VIII Catbalogan City	2	6	1	Catbalogan IV	Maulong, Catbalogan City, Samar	263	259	4
VIII Catbalogan City	2	4	1	Catbalogan V	Catbalogan City, Samar	253	249	4
VIII Catbalogan City		3	1	Catbalogan VI		220	218	2
VIII Catbalogan City		4	1	Catbalogan VII		209	207	2
VIII Catbalogan City		5	1	Catbalogan VIII		174	170	4
VIII Catbalogan City		7	1	Catbalogan IX		167	165	2
VIII Catbalogan City		7	1	Catbalogan X		147	142	5
<b>VIII Catbalogan City</b>		<b>50</b>	<b>5</b>	<b>Sub-total</b>		<b>2,640</b>	<b>2,604</b>	<b>36</b>
VIII Tacloban City	1	11	1	District Learning Center	Brgy. 106, New Kawayan, Tacloban City	1,031	1,017	14
VIII Tacloban City	1	8	1	District Learning Center	Brgy. 94, Tigbao, Tacloban City	571	561	10
VIII Tacloban City	1	6	1	District Learning Center	Brgy. 23, Salazar St, Tacloban City	738	730	8
VIII Tacloban City	1	4	1	District Learning Center	Brgy. 49, Lino Gonzaga, Tacloban City	354	350	4
VIII Tacloban City	1	2	1	District Learning Center	Brgy. 25, Cor. Juan Luna and Zamora Sts., Tacloban City	384	378	6
VIII Tacloban City	1	3	1	District Learning Center	Brgy. 6, MH Del Pilar St., Tacloban City	406	402	4
VIII Tacloban City	1	4	1	District Learning Center	Brgy. 53, Cor. Real and Lukban Sts., Tacloban City	564	557	7
VIII Tacloban City	1	2	1	District Learning Center	Brgy. 62-B, Sagkahan, Tacloban City	436	431	5
VIII Tacloban City	1	3	1	District Learning Center	Brgy. 80, Marasbaras, Tacloban City	463	457	6
VIII Tacloban City	1	3	1	District Learning Center	Brgy. 87, San Jose, Tacloban City	508	500	8
<b>VIII Tacloban City</b>		<b>46</b>	<b>10</b>	<b>Sub-total</b>		<b>5,455</b>	<b>5,383</b>	<b>72</b>

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

## Checklist of Technical and Financial Documents

### I. CONTENTS OF BID PROPOSAL

- One (1) sealed envelope marked "ORIGINAL Technical & Financial components"
- One (1) sealed envelope marked "COPY-1 of Technical & Financial components"
- One (1) sealed envelope marked "COPY-2 of Technical & Financial components"

### II. TECHNICAL COMPONENT ENVELOPE

#### *Class "A" Documents*

##### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR ;

##### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

**Class "B" Documents**

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

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

- (i) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**III. FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s)



***Annex – Bidding Forms***

(GOODS)

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# Bid Form

---

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

Invitation to Bid<sup>2</sup> N<sup>o</sup>: \_\_\_\_\_

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

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 14 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>3</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 14 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*

<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>3</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

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 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]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ . Invitation to Bid<sup>4</sup> Number \_\_\_\_\_. Page \_\_\_\_\_ of \_\_\_\_.

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

<sup>4</sup> If ADB, JICA and WB funded projects, use IFB.

## For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_, Invitation to Bid<sup>5</sup> Number \_\_\_\_ Page  
 \_\_\_\_\_ of \_\_\_\_.

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

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
<sup>5</sup> If ADB, JICA and WB funded projects, use IFB.

**PROJECT:**

**CONTRACT NO.:**

**CONTRACT**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between **DEPARTMENT OF EDUCATION REGIONAL OFFICE VIII**, located at Government Center, Candahug, Palo, Leyte, Philippines, represented by **DR. EVELYN R. FETALVERO, CESO IV**, in her capacity as the **REGIONAL DIRECTOR** (hereinafter referred to as **“DEPED”**); and \_\_\_\_\_ represented herein by its \_\_\_\_\_, \_\_\_\_\_, with office address at \_\_\_\_\_, Philippines (hereinafter referred to as **“\_\_\_\_\_”**), the Supplier.

Proprietor

**DEPED** and \_\_\_\_\_ are collectively called **“PARTIES.”**

**WHEREAS, DEPED** invited bids for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ with contract duration of **one hundred forty (140) calendar days**, consisting of **one hundred forty (140) lots**, 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;

**EVELYN R. FETALVERO, CESO IV**

Regional Director

- 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 delivery site (**District Office (If no District Office, Schools Division Office (SDO)) and Secondary Schools**).

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, disassembly, 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 \_\_\_\_\_ (\_\_\_\_) **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.

Proprietor

**EVELYN R. FETALVERO, CESO IV**  
Regional Director

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.

11. \_\_\_\_\_ shall deliver the goods to the delivery site (**District Office (If no District Office, Schools Division Office (SDO) and Secondary Schools**). 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 circumstances 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:

13.1. \_\_\_\_\_ 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.

13.2. 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:

13.2.1.1 \_\_\_\_\_ 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;

13.2.2. 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 three percent (3%) the payment, or a

Proprietor

**EVELYN R. FETALVERO, CESO IV**

Regional Director



special bank guarantee in the amount equal to three percent (3%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.

14.1. 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.

**EVELYN R. FETALVERO, CESO IV**  
Regional Director  
Head of the Procuring Entity (HoPE)

\_\_\_\_\_  
Proprietor  
\_\_\_\_\_

SIGNED IN THE PRESENCE OF:

**FE M. GERONA**  
Chief – Accountant

\_\_\_\_\_  
End-User

Proprietor

**EVELYN R. FETALVERO, CESO IV**  
Regional Director

Republic of the Philippines )  
Province of Leyte ) Ss.  
Tacloban City )

**ACKNOWLEDGMENT**

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_ 2022  
personally appeared:

Proprietor

**EVELYN R. FETALVERO, CESO IV**

Res. Certificate No. :

Issued on:

Issued at:

Res. Certificate No. : \_\_\_\_\_  
Issued on:

Issued at:

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

The foregoing instrument is an Entity-Supplier Contract Agreement consisting of three (3) pages including this page on which this Acknowledgment is written and signed by the parties hereof and their instrumental witnesses on the left margin of each and every page hereof.

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

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Book No. \_\_\_\_\_  
Series of 2022

**EVELYN R. FETALVERO, CESO IV**

Regional Director

## Omnibus Sworn Statement

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

### AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with 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;
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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

\_\_\_\_\_  
Bidder's Representative/Authorized  
Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules

on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

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\* This form will not apply for WB funded projects.

## BID SECURING DECLARATION FORM

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

X-----X

### **BID SECURING DECLARATION** **Invitation to Bid:** *[Insert Reference number]*

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

I/We<sup>6</sup>, 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 contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (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.

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<sup>6</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

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