

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of the Development, Printing, and Delivery of Textbooks (Ilokano) and Teacher's Manuals (Filipino) and Provision of Electronic Textbooks (Ilokano) and Teacher's Manuals (Filipino) for Grade 1**

**Bid Reference Nos. Lot 1 - 2024-04-10A, Lot 2 - 2024-04-10B,  
Lot 3 - 2024-04-10C, Lot 4 - 2024-04-10D**

**Government of the Republic of the Philippines**



**Curriculum and Learning Management Division - Learning  
Resource Management Section  
(CLMD-LRMS)**

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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 I

**INVITATION TO BID FOR**

**Procurement of the Development, Printing, and Delivery of Textbooks (Ilokano) and Teacher's Manuals (Filipino) and Provision of Electronic Textbooks (Ilokano) and Teacher's Manuals (Filipino) for Grade 1**

1. The Department of Education Regional Office I, City of San Fernando, La Union, through FY 2024 Current TBIMs Funds intends to apply the sum of **Sixty-Two Million Nine Hundred Sixty-Six Thousand Three Hundred Thirty-Seven Pesos and 36/100 (₱ 62,966,337.36)** being the Approved Budget for the Contract (ABC) to payments under the contract for each lot:

Lot	Description	Quantity	Approved Budget for the Contract (ABC) in PhP	Source of Funding	Amount of Bid Documents (in PhP)			
<b>Grade 1 TXs and TMs</b>								
1	<b>REGION I, II, III, CAR and XII</b>			FY 2024 Current TBIMs Funds	₱12,500.00			
	Grade 1 GMRC TXs (Ilokano)	120,560	₱ 13,594,345.60					
	Grade 1 GMRC TMs (Filipino)	2,126	2,147,238.74					
2	<b>REGION I, II, III, CAR and XII</b>				FY 2024 Current TBIMs Funds	12,500.00		
	Grade 1 Language TXs (Ilokano)	120,560	13,594,345.60					
	Grade 1 Language TMs (Filipino)	2,126	2,147,238.74					
3	<b>REGION I, II, III, CAR and XII</b>					FY 2024 Current TBIMs Funds	12,500.00	
	Grade 1 Makabansa TXs Ilokano	120,560	13,594,345.60					
	Grade 1 Makabansa TMs (Filipino)	2,126	2,147,238.74					
4	<b>REGION I, II, III, CAR and XII</b>						FY 2024 Current TBIMs Funds	12,500.00
	Grade 1 Reading and Literacy TXs (Ilokano)	120,560	13,594,345.60					
	Grade 1 Reading and Literacy TMs (Filipino)	2,126	2,147,238.74					
<b>TOTAL</b>			<b>62,966,337.36</b>					<b>50,000.00</b>

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

2. The **Department of Education Regional Office I, City of San Fernando, La Union** now invites bids for the above Procurement Project. Delivery of the Goods is required by **One Hundred Ten Calendar days (110 CD) from receipt of Notice to Proceed**. Bidders should have completed, within **ten 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) No. 9184.
  - a. 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 **Department of Education Regional Office I, City of San Fernando, La Union** and inspect the Bidding Documents at the address given below during **office hours**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 1, 2024 to May 20, 2024** from the given address and website. The prospective bidders shall pay the applicable fees **in person at the Cash Unit or electronically through the DepEd RO-1 Remittance and other Funds with Land Bank Account Number 0202-0256-41. The Deposit should be scanned and emailed to bac.region1@deped.gov.ph.**
6. The **Department of Education Regional Office I, City of San Fernando, La Union** will hold a **Pre-Bid Conference** on **May 8, 2024 at 9:00 in the morning** at its **Executive Conference Hall** and/or through video conferencing through **GOOGLE MEET** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the **Executive Conference Hall, DepEd Regional Office I, City of San Fernando La Union** on or before **9:00 in the morning of May 20, 2024**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **May 20, 2024 at 9:00 in the morning** at the given address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity or online through a link that will be provided upon request.

10. The **Department of Education Regional Office I, City of San Fernando, La Union** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

DARIUS C. NIETO  
Head, BAC Secretariat  
DepEd Regional Office I, City of San Fernando, La Union  
bac.region1@deped.gov.ph  
072-682-23-24 local 108 or 114

12. You may visit the following websites:

For downloading of Bidding Documents: *depedro1.com*

**(SGD.) RHODA T. RAZON**  
*BAC, Chairperson*

BAC/impl/rel/Procurementof Grade1Textbooks  
April 23, 2024

## ***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 I, City of San Fernando, La Union** wishes to receive Bids for the **Procurement of the Development, Printing, and Delivery of Textbooks (Ilokano) and Teacher's Manuals (Filipino) and Provision of Electronic Textbooks (Ilokano) and Teacher's Manuals (Filipino) for Grade 1** with Bid Reference Nos. **Lot 1 - 2024-04-10A, Lot 2 - 2024-04-10B, Lot 3 - 2024-04-10C, Lot 4 - 2024-04-10D.**

The Procurement Project (referred to herein as "Project") is composed of **4 Lots**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2024 in the amount of **Sixty-Two Million Nine Hundred Sixty-Six Thousand Three Hundred Thirty-Seven Pesos and 36/100 (₱ 62,966,337.36)**

2.2. The source of funding is the FY 2024 Current TBIMs 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 limited to those allowed under the rules may participate in this Project
- 5.3 Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) 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 Subcontracting is not allowed.

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

The Procuring Entity will hold a **Pre-Bid Conference** on **May 8, 2024, 9:00 in the morning** at the **Executive Conference Hall, DepEd Regional Office I, City of San Fernando, La Union** and/or through video conferencing through **GOOGLE MEET** 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 **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent

office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - 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 the **BDS**.

### **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.

- a. Payment of the contract price shall be made in **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 until **September 17, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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

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

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

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present

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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.



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 Entity's 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 **One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the 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**

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid,

the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

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

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

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

### **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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Manufacturing and/or Development and/or Printing of Printed and Bound Materials.</li> <li>b. completed within ten (10) years prior to the deadline for the submission and receipt of bids.</li> <li>c. completed a single contract that is similar to the Project, equivalent to at least fifty percent (50%) of the ABC.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP to the recipient districts or divisions with no district of the following DepEd Regional Offices: Regions I, II, III, CAR and XII for this Project. (Please see attached distribution list)
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than two percent (2%) of ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.</li> </ul>
15	<p>Prospective bidders shall enclose their original eligibility and technical documents in a <b>sealed envelope</b> marked as <b>ORIGINAL – TECHNICAL PROPOSAL</b>. Copies thereof shall be similarly sealed in envelopes marked as <b>COPY 1 – TECHNICAL PROPOSAL</b> and <b>COPY 2 – TECHNICAL PROPOSAL</b>. The said envelopes containing <b>original</b> and <b>the copies</b> shall then be enclosed in one single envelope marked as <b>TECHNICAL PROPOSAL</b>. On the other hand the original of their financial documents shall be enclosed in <b>another sealed envelope</b> marked as <b>ORIGINAL – FINANCIAL PROPOSAL</b>. Copies thereof shall be similarly sealed in envelopes marked as <b>COPY 1 – FINANCIAL PROPOSAL</b> and <b>COPY 2 – FINANCIAL PROPOSAL</b>. The said envelopes containing the original and the copies shall then be enclosed in one single envelope marked as <b>FINANCIAL PROPOSAL</b>. Further, the envelopes marked as <b>TECHNICAL PROPOSAL</b> and <b>FINANCIAL PROPOSAL</b> shall be enclosed and/or sealed in an outer envelope marked as <b>MOTHER ENVELOPE</b>.</p> <p>In lieu of the Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s Permit, the Bidder shall only submit a valid and updated PhilGEPS Certificate of Platinum Registration and Membership for purpose of determining eligibility. However, the bidder must be</p>

	<p>able to present such original copies during post-qualification on demand by the BAC or its authorized representative (s) for validation.</p> <p>To facilitate the receipt and classification of envelopes and the subsequent evaluation of the bid proposals, the <b>MOTHER ENVELOPE</b> shall be <b>RED</b>, the inner envelope containing the <b>TECHNICAL PROPOSAL</b> shall be <b>BLUE</b> and the inner envelope containing the <b>FINANCIAL PROPOSAL</b> shall be <b>GREEN</b>. The divider tabs for the table of contents and each part in the checklist shall be <b>LIGHT GREEN</b>.</p> <p><b>Unsealed or unmarked bid envelopes shall be <u>rejected</u>. However, bid envelopes that are not properly sealed and marked, as required in the Bid Docs, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</b></p> <p><b>ONLINE SUBMISSION OF BIDS IS NOT ALLOWED.</b></p>
19.4	<p>The Project shall be awarded as: <b>One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.</b></p>
20.2	<p>For purposes of post-qualification, the following shall be required:</p> <p>Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <ol style="list-style-type: none"> <li>1. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;</li> </ol> <p><b>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</b></p> <p><b>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</b></p> <p>During post-qualification, upon demand by the BAC or its representative(s), the bidder with the lowest calculated bid (LCB) shall be able to present/submit:</p> <ol style="list-style-type: none"> <li>a. Documents to verify or support its Statement of all on-going government and private contracts such as Notice of Award and/or Contract, Notice to Proceed issued by the owner, Certificate of Accomplishment signed by the owner;</li> <li>b. For validation purposes, original copy Class A Eligibility Documents.</li> </ol>

	<p>During Post Qualification, compliance of the goods offered with the requirements specified in this Bidding Document shall be determined including the following:</p> <ol style="list-style-type: none"> <li>1. <b>Consistent with Section 34.3, b.ii, item a of the IRR of RA 9184,</b> verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its on-going government and private contracts, if any of these on-going contract shows:       <ol style="list-style-type: none"> <li>a. Negative slippage of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent (10%) in each of two or more contracts;</li> </ol> </li> <li>2. <b>Consistent with Section 34.3, b.iii, item a to c of the IRR of RA 9184,</b> verification and/or inspection and testing of the goods/products, aftersales and/or maintenance capabilities, in applicable cases, as well as checking the following:       <ol style="list-style-type: none"> <li>a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its on-going government and private contracts;</li> <li>b. If any of these contracts shows the bidder’s failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or</li> <li>c. Unsatisfactory performance of the supplier’s obligations as per contract terms and conditions at the time of inspection</li> </ol> </li> </ol> <p>If the BAC verifies any of these deficiencies to be due to the bidder’s fault or negligence, the BAC shall disqualify the bidder from the award, for the Procurement of Goods.</p> <p>Failure to submit the above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the Project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.</p>
21.1	No further instructions

## ***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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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



## **5. Warranty**

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

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

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

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

## *Section V. Special Conditions of Contract*

### **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>Delivery and Documents –</b></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Arlene A. Niro and Gina A. Amoyen</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>
	<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 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>• Original works by Filipino citizen(s) published by an entity registered</li> </ul>

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;

- Complementary to each other which shall be evaluated as a set;
- Compliant with the curriculum standards, fully cover and develop the content and performance standards and learning competencies for the grade level and learning areas; and
- Written in Ilokano (Textbooks) and in Filipino (Teacher's Manuals).

### **Contract Implementation**

Contract implementation shall commence once the Supplier received the NTP from DepEd Regional Office I. 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.

### **Conformance Checking**

Upon the approval of the ready-to-print (RTP) TXs and TMs, the Supplier shall submit to the Curriculum and Learning Management Division-LRMS 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:

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 PE shall provide the Supplier a report on the findings for implementation of corrections. The Supplier shall submit to the PE 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 Regional Office I through the duly designated Inspectorate Team. The inspection or PDI shall be made upon notice to the DepEd Regional Office I 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 Supply Office 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.

The request for inspection or PDI shall be addressed to **Curriculum and Learning Management Division – Learning Resource Management Section, DepEd Regional Office I**, and must be submitted through email at **lrmds.region1@deped.gov.ph**.

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.

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

- **PROPOSED PACKAGING DETAILS**

The goods shall be packed based on the attached allocation/package 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.

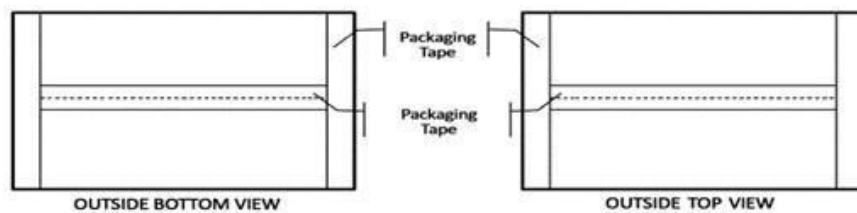
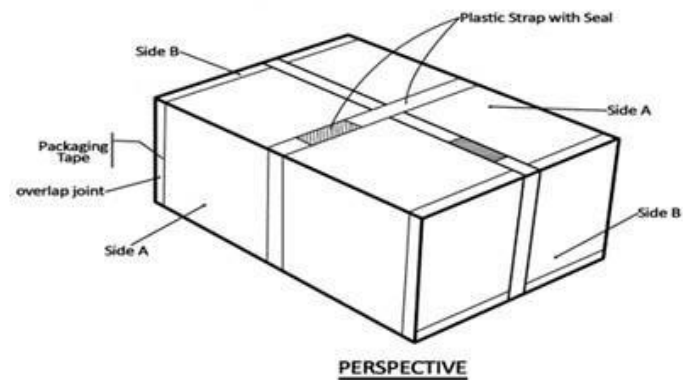
The box shall be reinforced with at least a 12.7 mm wide plastic strap with tin or other appropriate seal.

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) ).

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).

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.

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.

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 15 CALENDAR DAYS 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.

**Reprinting of TXs and TMs**



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.

**Provision of Electronic TXs and TMs**

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.

**Advance Payment**

Advance Payment is not allowed.

**Schedule of Payment**

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:

The Supplier may submit a request for payment based on progress reports which shall be attached to the progress billing and include the following:

1. Actual quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract;
2. Duly signed Delivery Receipts;
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;
4. Sales Invoice;
5. Warranty Certificate;
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.

Progress payments shall be paid to the Suppliers on the following conditions:

- 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;
- 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
- The final payment shall be paid upon full delivery and acceptance of all the remaining quantity of Goods.

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:

1. Request for Payment for the release of retention money,
2. Certificate of No Claims against the Warranty,
3. Billing statement,
4. Original Certificate of Final Acceptance,
5. Bank Certificate with a valid account number for LDDAP, and
6. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances.

(NOTE: The Supplier must furnish a copy of the above-mentioned documents to DepEd Accounting and the Contract Management Division of the Procurement Unit, Regional Office).

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.

**Performance Security**

The Performance Security shall be posted in favor of DepEd Regional Office I, 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 Regional Office I, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.

Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd Regional Office I may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.

**Warranty**

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 Regional Office I that the delivered Goods have been duly inspected and accepted (i.e. final acceptance).

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.

In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.

The Special Bank Guarantee shall not contain any deletion, crossing- out, expunction, or any form of correction. Otherwise, DepEd Regional Office I may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.

	<p><b>Special Provision of the Contract</b></p> <p><b>A. Electronic Version of TXs and TMs</b> The Supplier, upon request of DepEd Regional Office I, shall provide the electronic copies of the TXs and TMs in prescribed formats (HTML, Scorm, or HP5 following the standards mentioned in Section VII. Technical Specifications for Electronic Textbooks and Teacher’s Manuals.</p> <p><b>B. Conversion of TXs and TMs into Accessible Formats to cover all types of LRs for Learners with Disabilities</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 Regional Office I, pursuant to the Philippine Marrakesh Regulation 2019-025 and Marrakesh Treaty and rules and regulations appurtenant thereto.</p>
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**Annex to Special Conditions of Contract**

The goods shall be packed, labeled, and delivered directly to the following delivery sites:

Learning Resources to be Delivered	Delivery Site
Grade 1 TXs (Ilokano) and Grade I TMs (Filipino)	District Offices (If no District Office, SDO)

\* Please see attached distribution list and address of the district offices/SDOs.

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 (see attached Annex “C”).

**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 Regional Office I;
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 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 Regional Office I;
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 district/division 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 End user.

## ***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.

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

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

Lot No.	Description	Quantities	Delivery Period
<b>Grade 1 Textbooks (TXs) and Teacher's Manuals (TMs)</b>			
1	Regions 1, 2, 3, CAR, XII		Within one hundred ten calendar days (110 CD) shall be effective (to commence) at the time of receipt of NTP by the successful bidder
	Grade I GMRC TX - Ilokano	120,560	
	Grade 1 GMRC TM - Filipino	2,126	
2	Regions I, II, III, CAR and XII		Within one hundred ten calendar days (110 CD) shall be effective (to commence) at the time of receipt of NTP by the successful bidder
	Grade 1 Language and Literacy TX (Ilokano)	120,560	
	Grade 1 Language and Literacy TM (Filipino)	2,126	
3	Regions I, II, III, CAR and XII		Within one hundred ten calendar days (110 CD) shall be effective (to commence) at the time of receipt of NTP by the successful bidder
	Grade I Makabansa TX (Ilokano)	120,560	
	Grade 1 Makabansa TM (Filipino)	2,126	
4	Regions I, II, III, CAR and XII		Within one hundred ten calendar days (110 CD) shall be effective (to commence) at the time of receipt of NTP by the successful bidder
	Grade I Reading TX (Ilokano)	120,560	
	Grade I Reading TM (Filipino)	2,126	

### **B. Contract Duration**

Complete delivery shall be made within one hundred ten (110) calendar days and shall be effective (to commence) from the time of receipt of NTP by the successful bidder.

### **C. Delivery Sites**

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

### **D. Production Capacity per Lot for Grade I TXs and TMs**

Lot No.	Titles	No. of Pages	Quantities	Machines		Manpower	Composition		Total Capacity per Day	No. of Signatures (Double Roll) Copies to Produce	No. of Days	Working Hours per Day
1	Grade I GMRC TX - Ilokano	288	120,560	Web Machines	2 units	3	15,000 iph	120,000 iph	120,000 iph	4,379,147	36	8 hrs.
	Grade 1 GMRC TM - Filipino	200	2,126	Sheetfeed Machines	4 colors speed master	2	10,000 iph	80,000 iph	80,000 iph	122,169	2	
2	Grade 1 Language and Literacy TX (Ilokano)	288	120,560	UV Machines	UV Laminating Machines	2	5,000 iph	40,000 iph	40,000 iph	122,169	3	
	Grade 1 Language and Literacy TM (Filipino)	200	2,126	Binding Machines	Perfect Binding Machine	3	3,500 cph	28,000 cph	28,000 cph	488,675	17	
3	Grade I Makabansa TX (Ilokano)	288	120,560	3 knife cutter machine	Three Knife Cutter Machines	2	4,000 cph	32,000 cph	32,000 cph	488,675	15	
	Grade 1 Makabansa TM (Filipino)	200	2,126									
4	Grade I Reading TX (Ilokano)	288	120,560									
	Grade I Reading TM (Filipino)	200	2,126									

Note:  
Minimum required number of equipment.

Legend:  
ipd - impressions per day; cpd - copies per day  
iph - impressions per hour; cph - copies per hour

Note:  
Deliveries of textbooks & teacher's manual are on working days only not on calendar days.

**Timeline for the Development, Printing and Delivery of Grade 1 Textbooks (Ilokano)  
and Teacher’s Manuals (Filipino) for Regions I, II, III, CAR and XII**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Publisher’s Implementation of Corrections (Revision of TXs and TMs)															Review of Revised TX's and TM's										Publisher’s Implementation of Corrections				
31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
Publisher’s Implementation of Corrections					Final Checking of TXs and TMs and Signing off of the Ready-to-Print copy					Publisher’s Submission of the RTP copy version					Printing and Delivery of TXs and TMS														
61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90
Printing and Delivery of TXs and TMs																													
91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110										
Printing and Delivery of TXs and TMs																													

**Statement of Compliance**

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

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

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

### **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.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

# Technical Specifications

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

## TECHNICAL SPECIFICATIONS

### General Specifications

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>Paper Requirement: (With -3% tolerance)</p> <p>Cover: Foldcote caliper 12, solid white 236 gsm or better</p> <p>Inside Pages: Uncoated text paper or better</p> <p>Basis weight: 70 gsm with -3% tolerance</p> <p>Opacity: 90% with -3% tolerance</p> <p>Brightness: 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	<p>Grade 1 TMs must be written in Filipino language.</p> <p>The minimum number of pages of TXs shall be 256 and 200 for the TMs. The number of pages may exceed the minimum number of pages. However, the increase must be divisible by 16 for production purposes. For budget purposes, the Department shall only account for the minimum number of pages.</p>		

3	<p>Background Color:</p> <p>A specific color, with a corresponding CMYK color code, is assigned for the background covers of each learning area:</p> <p>GMRC - brown (C-0, M-50, Y-100, K-40)</p> <p>Makabansa- Yellow orange (C-0, M-25, Y-50, K-0)</p> <p>Reading - White (C-0, M-0, Y-0, K-0)</p> <p>Language and Literacy - White ((C-0, M-0, Y-0, K-0)</p>		
4	<p>Front Cover of the TXs and TMs</p> <p>Please refer to Table 5: Elements and Specifications for the cover of the TXs and TMs contained in the file named Standards on the Development of TXs and TMs from this link: <a href="https://bit.ly/Procurement_TXsTMs">https://bit.ly/Procurement_TXsTMs</a></p>		
5	<p>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 <b>name and signature</b> of the bidder.</p>		
6	<p>List of required minimum machines, equipment, and manpower to measure the capacity per hour/day to produce the desired quantities (See Schedule of Requirements)</p>		
7	<p>A certification showing that the publisher is duly registered with and accredited by the National Book Development Board (NBDB)</p>		
8	<p>The Bidder shall submit the following:</p> <p>Eight (8) copies of the TXs (Ilokano) and TMs (Filipino); and six (6) copies of the duly accomplished Curriculum Matrix for the TXs and TMs.</p>		

Lot No.	Titles/Subject	TECHNICAL SPECIFICATIONS								STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER					
		No. of Pages	Total Quantity	Book Size	Paper Requirement		Colors		Binding							
					Cover	Inside Pages	Cover	Inside Pages								
<b>GRADE 1 -Textbooks (TX) &amp; Teacher's Manuals™ for Region I, II, III, CAR and XII</b>																
1	GMRC TX-Ilokano	256	120,560	8.25" x 10.75"	Foldcote caliper 12, solid white 236 gsm or better	Uncoated text paper or better	4/1 color	1/1 color	Perfect binding							
		GMRC TM-Filipino	200							2,126						
2	Language TX Ilokano	256	120,560													
		Language TM-Filipino	200							2,126						
3	Makabansa TX - Ilokano	256	120,560													
		Makabansa TM Filipino	200							2,126						
4	Reading and Literacy TX - Ilokano	256	120,560													
		Reading and Literacy TM-Filipino	200							2,126		Brightness: 80% with -3% tolerance				

## **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).
- 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.

### **STATEMENT OF COMPLIANCE**

I hereby commit to provide the above specified requirements in compliance with the Technical Specification for the Project: Procurement and Delivery of Office Equipment.

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Name and Signature of Bidder's Authorized Representative

## ***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. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### *Legal Documents*

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

#### *Technical Documents*

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- (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 (**Attachments: End user's acceptance or official receipts or sales invoice**);
- (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;
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable (**Attachments: official and unamended brochure or picture of the product with technical specs**); 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*

- (j) 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.

**FINANCIAL COMPONENT ENVELOPE**

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

# **BID FORMS**

## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

### BID FORM

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

Project Identification No. : \_\_\_\_\_

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

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

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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

Name and address Amount and Purpose of agent

Currency Commission or gratuity

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(if none, state "None") ]

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

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

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

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

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

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

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

**STATEMENT OF ONGOING GOVERNMENT & PRIVATE CONTRACT INCLUDING  
CONTRACTS AWARDED BUT NOT YET STARTED**

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

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

a.Name of Contract b.Location c. Project Cost	a.Owner Name b.Address c. Telephone Nos.	Kinds of Goods/Services	a.Date of Contract b.Date Received of NTP c. Date completion	Contract Duration	Value of Outstanding Works /Uncompleted Portion
<b><u>GOVERNMENT</u></b>					
<b><u>PRIVATE</u></b>					
					Total Cost

\*Continue in a separate sheet if necessary

**Note: This statement shall be supported with:**

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner

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

:

(Printed Name & Signature)

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

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

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)  
SIMILAR TO THE CONTRACT TO BE BID**

This is to certify that **NAME OF THE COMPANY** has completed contract:

NAME OF THE COMPLETED CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS (Telephone Number)	KINDS OF GOOD SOLD	AMOUNT OF COMPLETED CONTRACT	DATE OF DELIVERY

\_\_\_\_\_  
SIGNATURE OVER PRINTED NAME OF BIDDER/AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**Note:** This statement shall be supported with End-User's **Acceptance or Official Receipts Or Sales Invoice.**

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

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]* Affiant

**[Jurat]**

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

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

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the



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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**Jurat]**

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

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

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**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page 1 of 1

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation 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)
1									
2									
3									

**LIST OF RO SUPPLY OFFICERS WITH THEIR COMPLETE ADDRESS  
( REGIONS 1, 2, 3, CAR AND 12)**

<b>REGION</b>	<b>COMPLETE ADDRESS</b>	<b>NAME OF RO SUPPLY OFFICER</b>	<b>CONTACT NUMBER/EMAIL ADDRESS</b>
REGION I	Flores St., Catbangan, City of San Fernando, La Union	Rowie Red N. Balanon	(072) 607-8137; (072) 682-2324 region1@deped.gov.ph
REGION II	No. 1 Dalan na Pagayaya, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan	Valentina P. Sepanton	(078) 304-3855; 304-1862; 304-1587; 304-0724; 304-7742 (f); 304-9623; region2@deped.gov.ph
REGION III	Matalino St., D.M. Government Center, Maimpis City of San Fernando, Pampanga	Felisa R. Ebreo	(045) 961-7825; 455-2309; 860-5212; 455-2311; 455-2312; region3@deped.gov.ph
CAR	DepEd-CAR, Wangal, La Trinidad, Benguet	Vandolph B. Flora	(074) 422-1314; 422-4074; 422-4075; car@deped.gov.ph
REGION XII	Regional Center, Brgy. Carpenter Hill, Koronadal City	Jose Leody C. Armada	(083) 228-8825; 228-1893; 228-8824 228-9753*; region12@deped.gov.ph

## AFFIDAVIT OF UNDERTAKING

I, \_\_\_\_\_, of legal age, Filipino with address at \_\_\_\_\_, the duly *authorized representative/owner of a* \_\_\_\_\_ *a corporation/single proprietorship* (company), organized and existing under Philippine laws and with business address at \_\_\_\_\_, after having been sworn in accordance with law, do hereby state:

1. That my/our company joins and submits a bid/s for the competitive bidding for the Department of Education (DepEd) Region I Project \_\_\_\_\_;
2. As part of the submission of bid/s of my/our company, we have submitted to DepEd Region I a set/s of Textbooks and Teacher’s Manuals with the following details:

Learning Level	Learning Area	Language to be Used
I	GMRC Textbook	Ilokano
I	GMRC Teacher’s Manual	Filipino
I	Makabansa Textbook	Ilokano
I	Makabansa Teacher’s Manual	Filipino
I	Reading and Literacy Textbook	Ilokano
I	Reading and Literacy Teacher’s Manual	Filipino
I	Language Textbook	Ilokano
I	Language Teacher’s Manual	Filipino

3. That *my/own company* acknowledges, recognizes, and fully understands as a bidder, we ensure and undertake not to commit or expose DepEd to any Copyright Infringement or any violation of copyright and Republic Act No. 8293 or the “Intellectual Property Code of the Philippines”, and we have taken extraordinary diligence and effort in the development of the textbooks and teacher’s free from any form of copyright infringement/violation as required by DepEd in the Project;
4. That *my/own company* guarantees that the contents of the textbooks and teacher’s manuals were developed **using original works**; any derivative work or works of other authors or copyright owners/holders were made with governing law and rules; any part of the textbook’s and teacher manual’s contents that are not originally copyrighted or owned by *my/our company* was made with appropriate citation, attribution, certification, authorization, waiver, in accordance with governing law and rules, that *my/our company* has the necessary supporting document showing evidence of copyright license, authorization, consent, permission from content owner/s, copyright holders, their assignees, agents, and/or authorized representative/s;
5. That my/own company shall hold DepEd free and harmless and indemnify it, its officials and/or personnel from and against any and all losses, damages, liabilities, claims, proceedings, and/or costs of whatsoever kind and nature for loss or damage to any intellectual property occurring in connection with or in any way incident to DepEd, its officials and/or personnel’s performance of their functions and in the use of the textbooks and teacher’s manual;

6. That I am executing this Affidavit of Undertaking to confirm and attest to the truthfulness of the statements mentioned above under pain of perjury and other appurtenant criminal, civil, and administrative liabilities, and for any other purposes this affidavit may serve.

Done this \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Name

**Subscribed and sworn** to before me this \_\_\_\_\_ at \_\_\_\_\_ with the affiant personally appearing in the date and place above mentioned.

Notary Public

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Series of 2024