

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Supply and Door-to-Door Delivery of School Furniture for Elementary, Junior and Senior High Schools under the Basic Education Facilities Fund (BEFF) School Furniture Program Allocation of 75% for Regular Suppliers, 15% for Regular Cooperatives, and 10% for Cooperative of PWDs, and 75% for Regular Suppliers utilizing 2023 Savings

**Bid Reference Number: Lot 1-2024-10-29A,
Lot 2-2024-10-29B Lot 3-2024-10-29C
Lot 4-2024-10-29D Lot 5-2024-10-29E and
Lot 6-2024-10-29F**

Government of the Republic of the Philippines



**Education Support Services Division – Physical Facilities Section
(ESSD-PFS)**

**Sixth Edition
July 2020**

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
Supply and Door-to-Door Delivery of School Furniture for Elementary, Junior and Senior High Schools under the Basic Education Facilities Fund (BEFF) School Furniture Program Allocation of 75% for Regular Suppliers, 15% for Regular Cooperatives, and 10% for Cooperative of PWDs, and 75% for Regular Suppliers utilizing 2023 Savings

1. The Department of Education, through the **GAA FY 2024 and FY 2023** intends to apply the sum of **Two Hundred Thirty-Seven Million Three Hundred Fifty-eight Thousand Six Hundred Seventy-five Pesos (P237,358,675.00)**, being the total aggregated Approved Budget for the Contract (ABC) to payments under the contract for the **Supply and Door-to-Door Delivery of School Furniture for Elementary, Junior and Senior High Schools under the Basic Education Facilities Fund (BEFF) School Furniture Program Allocation of 75% for Regular Suppliers, 15% for Regular Cooperatives, and 10% for Cooperative of PWDs, and 75% for Regular Suppliers utilizing 2023 Savings** broken down into the following lots:

a. 75% Allocation – Regular Suppliers

**Learner’s Table, Teacher’s Table & Teacher’s Chair – Wood & Steel
 Learner’s Chair – HDPE & Steel**

Lot	Schools Divisions	No. of Sites	Elem. Individual Learner Table & Chair Set	JHS Individual Learner Table & Chair Set	SHS Individual Learner Table & Chair Set	Teacher’s Table & Chair Set	Approved Budget for Contract
1	Pangasinan I	37	5,940	5,580	1,720	299	53,343,900.00
	Pangasinan II	6	1,350	810	0	48	
	San Carlos City	2	1,170	0	0	26	
		45	8,460	6,390	1,720	373	
2	Alaminos City	7	1,125	990	360	56	56,633,500.00
	Dagupan City	6	1,620	0	560	50	
	Urdaneta City	9	2,700	585	0	73	
	La Union	15	0	4,725	960	129	
	San Fernando City	11	1,710	810	1,440	92	
		48	7,155	7,110	3,320	400	
3	Ilocos Sur	5	0	2,295	0	51	55,293,200.00
	Candon City	2	720	0	0	16	
	Vigan City	4	630	720	0	30	
	Ilocos Norte	28	9,720	1,305	320	253	
	Batac City	1	0	315	0	7	
	Laoag City	3	270	405	480	27	
		43	11,340	5,040	800	384	
	SUB-TOTAL	136	26,955	18,540	5,840	1,157	165,270,600.00

b. 15% Allocation – Regular Cooperatives

**Learner’s Table, Teacher’s Table & Teacher’s Chair – Wood & Steel
Learner’s Chair – HDPE & Steel**

Lot	Schools Divisions	No. of Sites	Elem. Individual Learner Table & Chair Set	JHS Individual Learner Table & Chair Set	SHS Individual Learner Table & Chair Set	Teacher’s Table & Chair Set	Approved Budget for Contract
4	Alaminos City	3	90	1,080	0	26	34,693,692.00
	Batac City	5	180	0	0	4	
	Candon City	5	585	1,800	0	53	
	Dagupan City	18	0	720	0	16	
	Ilocos Norte	14	990	1,170	80	48	
	Ilocos Sur	6	630	1,080	240	44	
	Laoag City	2	90	90	0	4	
	La Union	12	900	1,350	240	56	
	Pangasinan I	5	225	0	480	17	
	SUB-TOTAL	70	3,690	7,200	1,040	268	34,693,692.00

c. 10% Allocation – Cooperative of PWDs

**Learner’s Table, Teacher’s Table & Teacher’s Chair – Wood & Steel
Learner’s Chair – HDPE & Steel**

Lot	Schools Divisions	No. of Sites	Elem. Individual Learner Table & Chair Set	JHS Individual Learner Table & Chair Set	SHS Individual Learner Table & Chair Set	Teacher’s Table & Chair Set	Approved Budget for Contract
5	Pangasinan I	10	720	2,430	480	82	26,299,083.00
	Pangasinan II	8	1,125	990	240	53	
	San Carlos City	2	180	135	0	7	
	Urdaneta City	2	360	0	0	8	
	San Fernando City	7	945	540	960	57	
	SUB-TOTAL	29	3,330	4,095	1,680	207	26,299,083.00

d. 75% Allocation – Regular Suppliers utilizing 2023 Savings

**Learner’s Table, Teacher’s Table & Teacher’s Chair – Wood & Steel
Learner’s Chair – HDPE & Steel**

Lot	Schools Divisions	No. of Sites	Elem. Individual Learner Table & Chair Set	JHS Individual Learner Table & Chair Set	SHS Individual Learner Table & Chair Set	Teacher’s Table & Chair Set	Approved Budget for Contract
6	Alaminos City	1	0	315	0	0	11,095,300.00
	Ilocos Norte	1	0	45	0	0	
	Ilocos Sur	2	112	0	0	7	
	La Union	11	400	0	0	69	
	Laoag City	2	345	0	0	0	
	Pangasinan I	6	90	800	0	0	
	Pangasinan II	8	254	585	225	6	
	San Carlos City	2	32	32	0	0	
	San Fernando City	1	0	0	45	0	
	Urdaneta City	5	135	0	0	14	
	SUB-TOTAL	39	1,368	1,777	270	83	
	GRAND TOTAL 1-5	235	33,975	29,835	8,560	1,632	226,263,375.00
	GRAND TOTAL 1-6	274	35,343	31,612	8,830	1,715	237,358,675.00

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

2. The **Department of Education Regional Office I, City of San Fernando, La Union** now invites bids for the above procurement project. Delivery of goods is required within the specified calendar days for each lot as outlined in the Schedule of Requirements, starting from the receipt of the Notice to Proceed. Bidders should have completed, within **five 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.

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 **October 3, 2024 to October 22, 2024** from the given address or website **and upon payment of the applicable fee**. The prospective bidders shall pay the fees **in person at the Cash Unit or electronically through DepED RO-1 Remittances and other Funds with Land Bank Account Number 0202-0256-41. Deposit Slip should be scanned and emailed to bac.region1@deped.gov.ph**.

Amount of bidding documents shall be as follows:

LOT	ABC	Amount of Bid Docs
Lot 1	53,343,900.00	8,400.00
Lot 2	56,633,500.00	8,500.00
Lot 3	55,293,200.00	8,400.00
Lot 4	34,693,692.00	8,300.00
Lot 5	26,299,083.00	8,200.00
Lot 6	11,095,300.00	8,200.00
	237,358,675.00	50,000.00

6. The **Department of Education Regional Office I, City of San Fernando, La Union** will hold a **Pre-Bid Conference** on **October 10, 2024 at 10:00**

in the morning at its **Executive Conference Hall** and/or through video conferencing via **GOOGLE MEET** which shall be open to prospective bidders. The link shall be provided upon request by the 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, DepEd Regional Office I, City of San Fernando, La Union**, on or before **11:00 in the morning of October 22, 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 **October 22, 2024, 11:00 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 personally 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

12. You may visit the following websites:

For downloading of Bidding Documents: *depedro1.com*

RHODA T. RAZON (SGD)
BAC Chairperson

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** through its Education Support Services Division – Physical Facilities Section (ESSD-PFS) wishes to receive Bids for the **Supply and Delivery of School Furniture for Elementary, Junior and Senior High Schools under the Basic Education Facilities Fund (BEFF) School Furniture Program**, with identification numbers **Lot 1- 2024-10-29A, Lot 2-2024-10-29B, Lot 3-2024-10-29C, Lot 4-2024-10-29D, Lot -52024-10-29E.**

The Procurement Project (referred to herein as “Project”) is composed of **six (6) 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 2023 and FY 2024** in the amount of **Two Hundred Thirty-Seven Million Three Hundred Fifty-eight Thousand Six Hundred Seventy-five Pesos (₱237,358,675.00).**

2.2. The source of funding is **General Appropriations Act.**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have Single Largest Completed Contract (SLCC) **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 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a **Pre-Bid Conference** at the **Executive Conference Hall, DepEd ROI, City of San Fernando, La Union on October 10, 2024 at 10:00 in the morning** and/or through video conferencing via **GOOGLE MEET** which shall

be open to prospective bidders. The link shall be provided upon request by the prospective bidders 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 e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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**.

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

- 14.2. The Bid and bid security shall be valid until **February 18, 2025**. 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 shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. supply and Door-to-Door Delivery of School Furniture b. completed within five (5) years prior to the deadline for the submission and receipt of bids c. completed 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 fifty percent (50%) of the ABC
7.1	The Procuring Entity has prescribed that Subcontracting is not allowed.
9	<p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>For purposes of this Clause the Procuring Entity's Representative and address is as follows:</p> <p>RHODA T. RAZON Chairperson, Bids and Awards Committee Department of Education Regional Office I Flores St., Catbangan, City of San Fernando, La Union</p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PHILGEPS and the procuring entity's website of any supplemental/bid bulletin shall be deemed sufficient notice to all bidders or parties considered.</p>
12	The price of the Goods shall be quoted DDP (Recipient Schools) or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
15	<p>Prospective bidders shall enclose their original eligibility and technical documents in a sealed envelope marked as ORIGINAL – TECHNICAL PROPOSAL. Copies thereof shall be similarly sealed in envelopes marked as COPY 1 – TECHNICAL PROPOSAL and COPY 2 – TECHNICAL PROPOSAL. The said envelopes containing original and the copies shall then be enclosed in one single envelope marked as TECHNICAL PROPOSAL. On the other hand the original of their financial documents shall be enclosed in another sealed envelope marked as ORIGINAL – FINANCIAL PROPOSAL. Copies thereof shall be similarly sealed in envelopes marked as</p>

	<p>COPY 1 – FINANCIAL PROPOSAL and COPY 2 – FINANCIAL PROPOSAL. The said envelopes containing the original and the copies shall then be enclosed in one single envelope marked as FINANCIAL PROPOSAL. Further, the envelopes marked as TECHNICAL PROPOSAL and FINANCIAL PROPOSAL shall be enclosed and/or sealed in an outer envelope marked as MOTHER ENVELOPE. Additional copies of TECHNICAL AND FINANCIAL PROPOSAL for COA shall be submitted marked as COPY 3.</p> <p>In lieu of the Class “A” Eligibility 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 & Membership for purpose of determining eligibility. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative (s) for validation.</p> <p>To facilitate the receipt and classification of envelopes and the subsequent evaluation of the bid proposals, the MOTHER ENVELOPE shall be RED, the inner envelope containing the TECHNICAL PROPOSAL shall be BLUE and the inner envelope containing the FINANCIAL PROPOSAL shall be GREEN. The divider tabs for the table of contents and each part in the checklist shall be LIGHT GREEN.</p> <p>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.</p> <p>ONLINE SUBMISSION OF BIDS IS NOT ALLOWED.</p>
19.4	<p>The Project will be awarded by lot as follows: One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.</p>
20.1	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <p>a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;</p> <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>

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:

- a. Documentation to substantiate its Statement of ongoing government and private contracts such as Notice of Award or Contract, Notice to Proceed issued by the owner.
- b. Original copies of Class A Eligibility Documents for verification purposes.
- c. Other requisites include the submission of one (1) set of samples compliant with the Technical Specifications for the following:
 - c.1 Elementary Individual Learner Table and Chair Set
 - c.2 JHS Individual Learner Table and Chair Set
 - c.3 SHS Individual Learner Table and Chair Set
 - c.4 Teacher's Table and Chair Set

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

1. Certification from the Department of Science and Technology – Forest Products Research and Development Institute (DOST-FPRDI), affirming that the school furniture offered has successfully passed **Performance Testing Level 5**.
2. **Consistent with Section 34.3, b.ii, item a, of the IRR of R.A. 9184**, verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its ongoing government and private contracts, if any of these ongoing contracts shows:
 - a. Negative 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 (2) or more contracts
3. **Consistent with Section 34.3, b.iii, item a to c, of the IRR of R.A. 9184**, verification and/or inspection and testing of the goods/product, aftersales and/or maintenance capabilities, in applicable cases, as well as checking the following:
 - a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;
 - b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or

c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection

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

In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class "A" documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

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.

Submission of Samples:

All lowest calculated bidders are required to submit **one (1) set of samples** for each of the items corresponding to the lot/s bid for, based on the technical specifications and drawing as offered in the bids. **Failure to submit the required samples during the post-qualification stage shall be a ground for disqualification.**

These samples shall be subjected to evaluation during post qualification. The Technical Working Group (TWG) shall evaluate the said samples to determine compliance with the required technical specifications subject to the approval of the Bids and Awards Committee (BAC). **Failure to comply thereto shall be a ground for post-disqualification. Replacement of samples is not allowed.**

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In 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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract shall be DDP 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 (Recipient Schools)</p> <p>The goods to be delivered by the Supplier shall 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 goods.</p> <p>For purposes of this Clause, delivery of school furniture at the delivery site shall be inspected by the School Inspectorate Team and accepted by the School Property Custodian</p> <p>Upon delivery of the goods to the Delivery Site, the Supplier shall notify DepEd Region I and present the following:</p> <ol style="list-style-type: none"> 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; 3. Original (white copy) and scanned copy stored in Flash Drive of the pre-numbered Inspection and Acceptance Report (IAR) and Delivery Receipt (DR) detailing the number and description of goods received and duly signed and dated by the Authorized Receiving Personnel (ARP). <p>In case the Supplier encounters conditions impeding timely delivery of the goods, it must promptly notify DepEd ROI in writing within five (5) calendar days from notice of such conditions, and any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. The Supplier must provide sufficient proof to support any request for work suspension and/or contract period extension.</p> <p>Incidental Services -</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, as follows:</p> <ol style="list-style-type: none"> a. Delivery should be assembled and provided with buffer; and

	<p>b. Performance, supervision, 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.</p> <p>The contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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
	<ul style="list-style-type: none"> 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. f. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>Insurance –</p> <p>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.</p>

	<p>Transportation –</p> <p>The Supplier shall transport the Goods to the Project Site (Recipient Schools). The transport of the Goods, including insurance and storage, as specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify DepEd Regional Office I against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Schedule of Payment</p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project site and upon submission of documents under this contract shall be as follows:</p>
	<p>For progress payment, a minimum of twenty-five percent (25%) of the Contract Price shall be paid to the Supplier upon delivery of at least twenty-five percent (25%) of the goods and acceptance of the same by an authorized representative of DepEd.</p> <p>The Supplier may submit a request for payment based on Progress Reports which shall be attached to the progress billing and include the following:</p> <ul style="list-style-type: none"> a. Quantity of Goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract; b. Duly signed Delivery Receipts, and c. Duly signed Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized representative of DepEd, that the Goods have been delivered and/or properly installed and commissioned in accordance with the contract. <p>Other delivery documents as may be subsequently prescribed by DepEd shall be provided by the Supplier.</p> <p>Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to three percent (3%) of every progress payment, or a special bank guarantee in the amount equivalent to three percent (3%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.</p> <p>Final payment</p> <p>Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods, subject to the submission of the required documents under the Bidding Documents.</p>

	Release of the retention money, or the remaining amount in case it has been utilized pursuant to the warranty provision, shall be at the expiration of the warranty period.
3	<p>Performance Security</p> <p>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.</p> <p>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>
4	<p>Inspection</p> <p>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.</p> <p>In case the inspection of goods will be conducted by the designated Inspectorate Team of the DepEd Regional Office I, the Supplier shall coordinate with DepEd Regional Office I, through the Education Support Services Division – Physical Facilities Section, on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and contain the following information:</p> <ol style="list-style-type: none"> 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. <p>The request for inspection or PDI shall be addressed to Education Support Services Division – Physical Facilities Section and must be submitted through email at essd.region1@deped.gov.ph.</p> <p>A Pre-delivery and Pre-implementation Conference shall be conducted by the Program Owner prior to the delivery and inspection of goods by the designated DepEd Inspectorate Team.</p> <p>For purposes of inspection, the Supplier shall ensure convenient access to the goods for inspection. The Supplier shall assign personnel to undertake the handling, unpacking, assembly, commissioning,</p>

	<p>disassembly, repacking, resealing, and sorting of the goods prior to, during, and after the inspection.</p> <p>DepEd shall have the right to visit and inspect the Supplier's premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess the Supplier's capacity to discharge its contractual obligations.</p> <p>Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by DepEd and replaced by the Supplier in accordance with the warranty provision of this bidding document. The Supplier shall replace all rejected goods within thirty (30) calendar days from its receipt of the Notice of Rejection from the recipient schools. The replacement goods shall be subject to re-inspection.</p> <p>Goods are considered defective when they are unfit for the use for which it is intended or its fitness for such use is diminished to such an extent that, had DepEd been aware thereof, it would not have acquired it or would have given a lower price for it.</p> <p>Defects in the goods can either be patent or latent. A patent defect is one that is apparent to the buyer or normal observation. It is an apparent or obvious defect. On the other hand, a latent defect is one that is not apparent to the buyer by reasonable observation. A latent defect is hidden or one that is not immediately determinable.</p>
5	<p>Warranty</p> <p>A one-year comprehensive and onsite warranty for the non-expendable goods. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered Goods have been duly inspected and accepted (i.e. final acceptance). Repair of the goods shall be within the warranty period.</p> <p>Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to three percent (3%) of every progress payment, or a special bank guarantee in the amount equivalent to three percent (3%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.</p> <p>In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.</p> <p>The Special Bank Guarantee shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed below stipulates the days to be delivered to the project site.

A. 75% Allocation – Regular Suppliers

Lot	Schools Divisions	No. of Sites	Elem. Individual Learner Table & Chair Set	JHS Individual Learner Table & Chair Set	SHS Individual Learner Table & Chair Set	Teacher's Table & Chair Set	Contract Duration
1	Pangasinan I	37	5,940	5,580	1,720	299	100 Calendar Days
	Pangasinan II	6	1,350	810	0	48	
	San Carlos City	2	1,170	0	0	26	
		45	8,460	6,390	1,720	373	
2	Alaminos City	7	1,125	990	360	56	100 Calendar Days
	Dagupan City	6	1,620	0	560	50	
	Urdaneta City	9	2,700	585	0	73	
	La Union	15	0	4,725	960	129	
	San Fernando City	11	1,710	810	1,440	92	
		48	7,155	7,110	3,320	400	
3	Ilocos Sur	5	0	2,295	0	51	100 Calendar Days
	Candon City	2	720	0	0	16	
	Vigan City	4	630	720	0	30	
	Ilocos Norte	28	9,720	1,305	320	253	
	Batac City	1	0	315	0	7	
	Laoag City	3	270	405	480	27	
		43	11,340	5,040	800	384	
	SUB-TOTAL	136	26,955	18,540	5,840	1,157	

B. 15% Allocation – Regular Cooperatives

Lot	Schools Divisions	No. of Sites	Elem. Individual Learner Table & Chair Set	JHS Individual Learner Table & Chair Set	SHS Individual Learner Table & Chair Set	Teacher's Table & Chair Set	Contract Duration
4	Alaminos City	3	90	1,080	0	26	90 Calendar Days
	Batac City	5	180	0	0	4	
	Candon City	5	585	1,800	0	53	
	Dagupan City	18	0	720	0	16	
	Ilocos Norte	14	990	1,170	80	48	
	Ilocos Sur	6	630	1,080	240	44	
	Laoag City	2	90	90	0	4	
	La Union	12	900	1,350	240	56	
	Pangasinan I	5	225	0	480	17	
	SUB-TOTAL	70	3,690	7,200	1,040	268	

C. 10% Allocation – Cooperative of PWDs

Lot	Schools Divisions	No. of Sites	Elem. Individual Learner Table & Chair Set	JHS Individual Learner Table & Chair Set	SHS Individual Learner Table & Chair Set	Teacher's Table & Chair Set	Contract Duration
5	Pangasinan I	10	720	2,430	480	82	90 Calendar Days
	Pangasinan II	8	1,125	990	240	53	
	San Carlos City	2	180	135	0	7	
	Urdaneta City	2	360	0	0	8	
	San Fernando City	7	945	540	960	57	
		SUB-TOTAL	29	3,330	4,095	1,680	

D. 75% Allocation – Regular Suppliers utilizing 2023 savings

Lot	Schools Divisions	No. of Sites	Elem. Individual Learner Table & Chair Set	JHS Individual Learner Table & Chair Set	SHS Individual Learner Table & Chair Set	Teacher's Table & Chair Set	Contract Duration
6	Alaminos City	1	0	315	0	0	60 Calendar Days
	Ilocos Norte	1	0	45	0	0	
	Ilocos Sur	2	112	0	0	7	
	La Union	11	400	0	0	69	
	Laoag City	2	345	0	0	0	
	Pangasinan I	6	90	800	0	0	
	Pangasinan II	8	254	585	225	6	
	San Carlos City	2	32	32	0	0	
	San Fernando City	1	0	0	45	0	
	Urdaneta City	5	135	0	0	14	
	SUB-TOTAL	39	1,368	1,777	270	83	
	GRAND TOTAL 1-5	235	33,975	29,835	8,560	1,632	
	GRAND TOTAL 1-6	274	35,343	31,612	8,830	1,715	

E. Contract Duration

Contract Delivery shall be made within the contract period stipulated above from the date of receipt of the Notice to Proceed (NTP).

F. Delivery Sites

Goods shall be delivered and inspected at the recipient schools stipulated in the allocation lists.

Pre-Delivery Inspection, Inspection, and Acceptance at the Delivery Site

Pre-delivery inspection, inspection, and acceptance of the goods shall be undertaken in accordance with DepEd Order No. 41, s. 2021 (Inspection and Acceptance Protocols for the Procurement of Goods in the Department of Education).

Reminders on 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 (attached in the bidding documents).
2. Notify the indicated authorized receiving personnel at the Delivery Site of the scheduled date of delivery at least five (5) working days in advance, and shall ensure that the authorized receiving personnel is present during the date and time of delivery.
3. Make delivery or deliveries to the recipient schools 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 receipt/s, Inspection and Acceptance Reports, and Property Transfer Report (IAR) are signed by the authorized receiving personnel and inspectorate team.

5. Request a Certificate of Acceptance signed by the Authorized Representative of the Schools.
6. Retrieve and replace defective/rejected goods within a 30-day period from the concerned recipients at no cost to DepEd.

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.

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>

Note:

Actual drawings shall be provided in a soft copy by the BAC Secretariat upon payment of the bidding documents fee

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specification and drawings for the Project: **Supply and Door-to-Door Delivery of School Furniture for Elementary, Junior and Senior High Schools under the Basic Educational Facilities Fund (BEFF) School Furniture Program CY 2023 and CY 2024.**

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) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

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

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

25 FINANCIAL COMPONENT ENVELOPE

- (k) Original of duly signed and accomplished Financial Bid Form; **and**
- (l) 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 of agent	Amount	Purpose
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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]

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]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. 2024-10-29 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)

