

**PHILIPPINE BIDDING DOCUMENTS**

# Procurement of GOODS

Government of the Republic of the Philippines

**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.

# Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders	11
1. Scope of Bid	12
2. Funding Information	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5. Eligible Bidders	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	28
Section VIII. Checklist of Technical and Financial Documents	30

# *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.



## Project No. 2023-003



Republic of the Philippines  
Department of Education  
NATIONAL CAPITAL REGION  
SCHOOLS DIVISION OFFICE OF MUNTINLUPA CITY

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### INVITATION TO BID FOR THE PRINTING OF GRADES 6, 10 AND 12 ALTERNATIVE DELIVERY MODE (ADM) MODULES FOR THE THIRD QUARTER FOR SY 2023-2024

1. The **Schools Division Office-Muntinlupa City**, through the **Republic Act No. 11936- Fiscal Year (FY) 2023 General Appropriations Act as the Allotment Order (GAAAO) dated January 3, 2023 with Sub-Allotment Release Order (Sub-ARO) No. NCR-23-06-263**, intends to apply the sum of **Six Million One Hundred Seventy-Three Thousand Seven Hundred Forty Pesos and 95/100 (PhP6,173,740.95)** being the ABC to payments under the contract for the **Printing of Grades 6, 10, and 12 Alternative Delivery Mode (ADM) Modules for the Third Quarter for SY 2023-2024**. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The **Schools Division Office-Muntinlupa City** now invites bids for the above Procurement Project Delivery of the Goods which is required by **January 17, 2024**. Bidders should have completed, within 15 years from the date of the 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 procedure 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 which grants similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the **Schools Division Office-Muntinlupa City** and inspect the Bidding Documents at the address given below from **8:00 am – 5:00 pm**.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 9, 2023**, from the **BAC Secretariat at the Student Center for Life Skills Building (SCLS), Centennial Avenue, Laguerta, Tunasan, Muntinlupa City** upon payment of the applicable fee for the Bidding Documents pursuant to the latest guidelines issued by the GPPB, upon payment in cash of **Ten Thousand Pesos (P10,000.00)**.

The Schedule and Venue of the procuring activities are as follows:

Activity	Date	Venue
Posting	November 9, 2023 – November 16, 2023	PhilGEPS
Issuance of Bidding Documents	November 9, 2023 – November 29, 2023 (8:00 am to 5:00 pm – Regular Office Hours)	Schools Division Office Muntinlupa City or thru the official email of SDO- Muntinlupa BAC
Pre-Bid Conference	November 17, 2023, Friday, 1:30 pm	Schools Division Office Muntinlupa City- (SCLS Bldg. 4th floor Activity Center)
Submission and Opening of Bids	November 30, 2023, Thursday, 1:30 pm	Schools Division Office Muntinlupa City- (SCLS Bldg. 4th floor Activity Center)

6. The **Schools Division Office-Muntinlupa City** will hold a Pre-Bid Conference on<sup>1</sup> **November 17, 2023, Friday, 1:30 p.m.** at the **Schools Division Office-Muntinlupa City (SCLS Bldg. 4th floor Activity Center), Centennial Avenue, Laguerta, Tunasan, Muntinlupa** which shall be open to prospective bidders.
7. Bids (in printed copies) must be duly received by the BAC Secretariat through manual submission to the office address indicated below, or thru any courier on or before **November 30, 2023, Thursday, 1:30 pm**. 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 (face-to-face) shall be on **November 30, 2023, Thursday, 1:30 pm** at the **Schools Division Office-Muntinlupa City (SCLS Bldg. 4th floor Activity Center), Centennial Avenue, Laguerta, Tunasan, Muntinlupa**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The **Schools Division Office-Muntinlupa City** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. The payment shall be made promptly by the Procuring Entity, but in no case later than fifteen (15) working days after receipt of Cash Crediting by the Department of Budget and Management (DBM).
12. For further information, please refer to:  
  
**Ms. Phoebe R. Arroyo**  
*BAC Secretariat-Chair*  
*SDO Muntinlupa City*  
*Centennial Avenue, Laguerta, Tunasan, Muntinlupa City*  
*(02) 8829-2308 loc. 120*  
[sdomuntinlupabacsec@gmail.com](mailto:sdomuntinlupabacsec@gmail.com)  
  
**Mr. Joseph D. Nilo**  
*BAC Secretariat-Member*  
*SDO Muntinlupa City*  
*Centennial Avenue, Laguerta, Tunasan, Muntinlupa City*  
*(02) 8829-2308 loc. 120*  
[sdomuntinlupabacsec@gmail.com](mailto:sdomuntinlupabacsec@gmail.com)
13. You may visit the website: <http://deped-muntinlupa.com> for the downloading of the Bidding Documents.

**NERISSA R. LOMEDA CESE**  
*BAC Chair*

*November 9, 2023*

## ***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, *Schools Division Office – Muntinlupa City* wishes to receive Bids for the Printing of Grades 6, 10 And 12 Alternative Delivery Mode (ADM) Modules for the Third Quarter for SY 2023-2024, with identification number Project No. 2023-003.

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for Republic Act No. 11936- Fiscal Year (FY) 2023 General Appropriations Act as the Allotment Order (GAAAO) dated January 3, 2023, with Sub-Allotment Release Order (Sub-ARO) No. NCR-23-06-263, in the amount of Six Million One Hundred Seventy-Three Thousand Seven Hundred Forty Pesos and 95/100 (PhP6,173,740.95).

2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

## **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.

- 5.3. 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:
  - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

7.1 Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on **November 17, 2023, Friday, 1:30 pm** at the Schools Division Office-Muntinlupa City (SCLS Bldg. 4th floor Activity Center), Centennial Avenue, Laguerta, Tunasan, Muntinlupa 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 15 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## **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**.

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

- 13.1. 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 December 31, 2023. 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 (1) original and Two (2) copies 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, the failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address 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.

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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.



## 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. 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.
- 19.3. The Project shall be awarded by Lot; One Project having several items that shall be awarded as one contract.
- 19.4. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

## 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. Printing of Modules/Instructional Materials.</li> <li>b. completed within 15 years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not Applicable – Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP
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 PhP123,474.82, [2% of the 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 PhP308,687.05, [5% of the ABC] if bid security is in Surety Bond.</li> </ul>

## ***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. *In the case of Framework Agreement*, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

## 4. Inspection and Tests

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

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

## **5. Warranty**

- 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>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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p>																																																																																																
	<p><b>SCHOOL PRINCIPALS / OFFICERS-IN-CHARGE</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name of School Head</th> <th style="text-align: center;">Position/Designation</th> <th style="text-align: center;">Name of School</th> </tr> </thead> <tbody> <tr> <td colspan="3"><b>District I</b></td> </tr> <tr> <td>MR. EDIZER S. LAQUEO</td> <td>Principal II</td> <td>Bayanan ES - Main</td> </tr> <tr> <td>MR. REYNALDO O. COMISARIO</td> <td>Principal I</td> <td>F. De Mesa ES</td> </tr> <tr> <td>DR. ANTONIO C. GAGALA</td> <td>Principal III</td> <td>Itaas ES</td> </tr> <tr> <td>DR. ROSENDO E. SANGALANG</td> <td>Principal IV</td> <td>Lakeview Integrated School</td> </tr> <tr> <td>DR. MA. AURORA S. BARTOLABA</td> <td>Principal IV</td> <td>Muntinlupa ES</td> </tr> <tr> <td>DR. RAUL T. FELIX</td> <td>Principal IV</td> <td>Poblacion ES</td> </tr> <tr> <td>MR. HILARIO G. CANASA</td> <td>Principal I</td> <td>Putatan ES</td> </tr> <tr> <td>MRS. NOEMI B. ZARATE</td> <td>Principal II</td> <td>Soldiers' Hills ES</td> </tr> <tr> <td>DR. JENNIFER S. JOSON</td> <td>Principal II</td> <td>Tunasan ES</td> </tr> <tr> <td>MRS. MARIA HAZEL B. HERNANDEZ</td> <td>Principal II</td> <td>Victoria Homes ES</td> </tr> <tr> <td>DR. ANTONIO B. ROCHA</td> <td>Principal IV</td> <td>Muntinlupa NHS</td> </tr> <tr> <td>DR. FLORANTE C. MARMETO</td> <td>Principal IV</td> <td>Muntinlupa Science HS</td> </tr> <tr> <td>MR. DAVID T. LIBAO</td> <td>Principal II</td> <td>Poblacion NHS</td> </tr> <tr> <td>DR. ADOR B. QUERUBIN</td> <td>Principal IV</td> <td>Tunasan NHS</td> </tr> <tr> <td colspan="3"><b>District II</b></td> </tr> <tr> <td>DR. SHELLA C. NAVARRO</td> <td>Principal IV</td> <td>Alabang ES</td> </tr> <tr> <td>MRS. EDEN G. CADDO</td> <td>Officer-in-Charge</td> <td>Bagong Silang ES</td> </tr> <tr> <td>DR. BUENA C. DELA CRUZ</td> <td>Principal II</td> <td>Bayanan ES - Unit I</td> </tr> <tr> <td>MRS. MARIE ANN R. ESMERIA</td> <td>Asst. Principal II</td> <td>Buli ES</td> </tr> <tr> <td>MRS. JINKY D. SANTOS</td> <td>Asst. Principal II</td> <td>Cupang ES - Annex</td> </tr> <tr> <td>MRS. RHODORA V. MANDAP</td> <td>Principal III</td> <td>Cupang ES - Main</td> </tr> <tr> <td>MRS. OLIVIA G. ELLOSO</td> <td>Principal II</td> <td>Filinvest Alabang ES</td> </tr> <tr> <td>DR. JANE MAY C. VALBUENA</td> <td>Principal IV</td> <td>Sucacat ES - Main</td> </tr> <tr> <td>MRS. ALMA O. BITUIN</td> <td>Officer-in-Charge</td> <td>Sucacat ES Sitio Pagkakaisa - Zone 3 Annex</td> </tr> <tr> <td>MRS. ALMA O. BITUIN</td> <td>Officer-in-Charge</td> <td>Sucacat ES Sitio Pagkakaisa - Zone 4 Annex</td> </tr> <tr> <td>MR. FEIPE W. MARAPAO JR.</td> <td>Asst. Principal II</td> <td>Cupang Senior HS</td> </tr> <tr> <td>MRS. VILMA S. VILORIA</td> <td>Principal II</td> <td>Muntinlupa Business HS - Main</td> </tr> <tr> <td>DR. MARISSA M. ANDANZA</td> <td>Education Program Supervisor</td> <td>Muntinlupa Business HS - Sucacat Annex</td> </tr> <tr> <td>MRS. EDEN B. BINADAY</td> <td>Principal III</td> <td>Pedro E. Diaz HS</td> </tr> <tr> <td>MRS. CLARISA C. AVILA</td> <td>Public Schools District Supervisor</td> <td>Sucacat Senior HS</td> </tr> </tbody> </table>	Name of School Head	Position/Designation	Name of School	<b>District I</b>			MR. EDIZER S. LAQUEO	Principal II	Bayanan ES - Main	MR. REYNALDO O. COMISARIO	Principal I	F. De Mesa ES	DR. ANTONIO C. GAGALA	Principal III	Itaas ES	DR. ROSENDO E. SANGALANG	Principal IV	Lakeview Integrated School	DR. MA. AURORA S. BARTOLABA	Principal IV	Muntinlupa ES	DR. RAUL T. FELIX	Principal IV	Poblacion ES	MR. HILARIO G. CANASA	Principal I	Putatan ES	MRS. NOEMI B. ZARATE	Principal II	Soldiers' Hills ES	DR. JENNIFER S. JOSON	Principal II	Tunasan ES	MRS. MARIA HAZEL B. HERNANDEZ	Principal II	Victoria Homes ES	DR. ANTONIO B. ROCHA	Principal IV	Muntinlupa NHS	DR. FLORANTE C. MARMETO	Principal IV	Muntinlupa Science HS	MR. DAVID T. LIBAO	Principal II	Poblacion NHS	DR. ADOR B. QUERUBIN	Principal IV	Tunasan NHS	<b>District II</b>			DR. SHELLA C. NAVARRO	Principal IV	Alabang ES	MRS. EDEN G. CADDO	Officer-in-Charge	Bagong Silang ES	DR. BUENA C. DELA CRUZ	Principal II	Bayanan ES - Unit I	MRS. MARIE ANN R. ESMERIA	Asst. Principal II	Buli ES	MRS. JINKY D. SANTOS	Asst. Principal II	Cupang ES - Annex	MRS. RHODORA V. MANDAP	Principal III	Cupang ES - Main	MRS. OLIVIA G. ELLOSO	Principal II	Filinvest Alabang ES	DR. JANE MAY C. VALBUENA	Principal IV	Sucacat ES - Main	MRS. ALMA O. BITUIN	Officer-in-Charge	Sucacat ES Sitio Pagkakaisa - Zone 3 Annex	MRS. ALMA O. BITUIN	Officer-in-Charge	Sucacat ES Sitio Pagkakaisa - Zone 4 Annex	MR. FEIPE W. MARAPAO JR.	Asst. Principal II	Cupang Senior HS	MRS. VILMA S. VILORIA	Principal II	Muntinlupa Business HS - Main	DR. MARISSA M. ANDANZA	Education Program Supervisor	Muntinlupa Business HS - Sucacat Annex	MRS. EDEN B. BINADAY	Principal III	Pedro E. Diaz HS	MRS. CLARISA C. AVILA	Public Schools District Supervisor	Sucacat Senior HS
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	<p><b>Payment</b></p> <p>Payment shall be made promptly by the Procuring Entity, but in no case later than fifteen (15) working days after receipt of Cash Crediting by the Department of Budget and Management (DBM).</p>
	<p><b>Liquidated Damages</b></p> <p>If the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion of everyday of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.</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> <ul 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</li> </ul> <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><b>Packaging</b></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>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows</p> <p style="text-align: center;">Name of the Procuring Entity: SDO-MUNTINLUPA CITY  Name of the Supplier:  Contract Description:  Final Destination: 29 Public Elementary and Secondary Schools  Any special handling instructions: Properly sealed and keep it dry</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p><b>Transportation</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p><b>Intellectual Property Rights</b></p> <p>The Supplier shall indemnify the Procuring Entity 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>

## *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.

Unit	Item Description			Quantity	Unit Cost	Total Cost	Date of Delivery
	<i>Grade Level</i>	<i>No. of Pages</i>	<i>Enrollment/ Set</i>				
	<b>Quarter 3 ADMs for Grade 6, 10 and 12</b>						
	<b>Grade 6</b>						
page	AP	151	2481	374,631	₱ 0.65	₱ 243,510.15	January 17, 2024
page	English	82	2481	203,442	₱ 0.65	₱ 132,237.30	
page	ESP	61	2481	151,341	₱ 0.65	₱ 98,371.65	
page	Filipino	129	2481	320,049	₱ 0.65	₱ 208,031.85	
page	Math	198	2481	491,238	₱ 0.65	₱ 319,304.70	
page	Arts	101	2481	250,581	₱ 0.65	₱ 162,877.65	
page	Health	148	2481	367,188	₱ 0.65	₱ 238,672.20	
page	Music	113	2481	280,353	₱ 0.65	₱ 182,229.45	
page	PE	75	2481	186,075	₱ 0.65	₱ 120,948.75	
page	Science	108	2481	267,948	₱ 0.65	₱ 174,166.20	
						<b>₱ 1,880,349.90</b>	
	<b>Grade 10</b>						
page	AP	122	2,500	305,000	₱ 0.65	₱ 198,250.00	January 17, 2024
page	English	117	2,500	292,500	₱ 0.65	₱ 190,125.00	
page	ESP	176	2,500	440,000	₱ 0.65	₱ 286,000.00	
page	Filipino	223	2,500	557,500	₱ 0.65	₱ 362,375.00	
page	Math	172	2,500	430,000	₱ 0.65	₱ 279,500.00	
page	Arts	57	2,500	142,500	₱ 0.65	₱ 92,625.00	
page	Health	67	2,500	167,500	₱ 0.65	₱ 108,875.00	
page	Music	57	2,500	142,500	₱ 0.65	₱ 92,625.00	
page	PE	63	2,500	157,500	₱ 0.65	₱ 102,375.00	
page	Science	224	2,500	560,000	₱ 0.65	₱ 364,000.00	
						<b>₱ 2,076,750.00</b>	
	<b>Grade 12</b>						
page	AP - Personal Development	182	1,581	287,742	₱ 0.65	₱ 187,032.30	January 17, 2024
page	AP - UCSP	142	1,581	224,502	₱ 0.65	₱ 145,926.30	
page	AP - CPAR	130	1,581	205,530	₱ 0.65	₱ 133,594.50	
page	English - Oral Communication	51	1,581	80,631	₱ 0.65	₱ 52,410.15	
page	English - 21st Century	108	1,581	170,748	₱ 0.65	₱ 110,986.20	
page	English - Media and Information Literacy	162	1,581	256,122	₱ 0.65	₱ 166,479.30	
page	ESP - Philosophy	94	1,581	148,614	₱ 0.65	₱ 96,599.10	
page	Filipino - Pagbasa	149	1,581	235,569	₱ 0.65	₱ 153,119.85	
page	Filipino - Komunikasyon	183	1,581	289,323	₱ 0.65	₱ 188,059.95	
page	Math - General Math	234	1,581	369,954	₱ 0.65	₱ 240,470.10	
page	PE - H.O.P.E.	212	1,581	335,172	₱ 0.65	₱ 217,861.80	
page	Science - Physical Science	171	1,581	270,351	₱ 0.65	₱ 175,728.15	
page	Science - Earth and Life Science	166	1,581	262,446	₱ 0.65	₱ 170,589.90	
page	Science - Earth Science	173	1,581	273,513	₱ 0.65	₱ 177,783.45	
						<b>₱ 2,216,641.05</b>	

Item Description	Quantity	Unit Cost	Total Cost
<b>SUMMARY:</b>			
Quarter 3 ADMs for Grade 6			1,880,349.90
Quarter 3 ADMs for Grade 10			2,076,750.00
Quarter 3 ADMs for Grade 12			2,216,641.05
<b>GRAND TOTAL</b>			<b>₱ 6,173,740.95</b>

## *Section VII. 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>
	Delivery Site	19 Public Elementary Schools 1 Public Integrated School 4 Public Junior High Schools 3 Public Secondary Schools 2 Public Senior High Schools Stand Alone
	Delivery Dates	January 17, 2024 3 <sup>rd</sup> Quarter
	The Supplier shall sort, pack the modules by subject area, by grade level and per school.	

# TECHNICAL SPECIFICATIONS

<b>PARTICULARS</b>	<b>TECHNICAL SPECIFICATIONS</b> (as per CO recommendation)
MODULE SIZE	8.25” X 10.75” (PORTRAIT)
PAPER TYPE	<b>Cover:</b> Foldcote cal. 10 solid white <b>Inside Pages:</b> Uncoated Paper, 70 GSM, 80% Brightness, 90% Opacity
COLORS	<b>Cover:</b> 4 Colors/ 1 color with 1 side UV Coating or Better <b>Inside Pages:</b> 1 color/ 1 color (Black only)
BINDING	Saddle or better *Binding is per module, regardless of the total number of modules per learning area.

## ***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; or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- (c) Mayor’s or Business permit issued by the city municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zone or Areas; **and**
- (d) Trax Clearance per E.O. No. 298, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)

#### Technical Documents

- (e) 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**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) 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
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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 Supplier’s audited financial statement, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (k) 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*

- (l) 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.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

