

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# **Procurement of GOODS**

Government of the Republic of the Philippines

**PROCUREMENT OF TRAINING SUPPORT MATERIALS FOR GRAPHIC  
DESIGN AND DIGITAL CONTENT CREATION AND STORAGE**

**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 IX  
SCHOOLS DIVISION OF ZAMBOANGA DEL NORTE

INVITATION TO BID

**PROCUREMENT OF TRAINING SUPPORT MATERIALS FOR GRAPHIC DESIGN AND DIGITAL CONTENT CREATION AND STORAGE**

1. The Schools Division of Zamboanga del Norte, through **SubARO No. RO-9-ZN-24-05-00324**, intends to apply the sum of ONE MILLION THREE HUNDRED THIRTY THOUSAND PESOS & 00/100, Philippine Currency, (P1,330,000.00) being the ABC to payments under the contract for **Procurement of Training Support Materials for Graphic Design and Digital Content Creation and Storage**, with Project Identification No. **2024-078-CBZN**:

No.	Item Description	Quantity	Cost Per Unit	Amount/Cost
1	PEN TABLET	25	49,000.00	1,225,000.00
2	EXTERNAL HARD DRIVE 2 TB	35	3,000.00	105,000.00
<b>GRAND TOTAL</b>				<b>P1,330,000.00</b>

Please see attached Purchase Request for the details, technical specifications, and terms of reference.

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

2. The Schools Division of Zamboanga Del Norte, through the Bids and Awards Committee, now invites bids for the above procurement project. The Delivery of the Goods is required to be **completed within thirty (30) days from receipt of Notice to Proceed**. Bidders should have completed, within three (3) 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 the Schools Division of Zamboanga Del Norte and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 P.M.

5. A complete set of electronic/soft copy of Bidding Documents may be acquired by interested bidders from **November 6, 2024 to November 27, 2024** in the given address and website below and pursuant to the latest guidelines issued by the GPPB, and upon payment of a nonrefundable fee for the Bidding Documents in the amount of **Five Thousand Pesos (P5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either in person, by facsimile, or through electronic means before or upon dropping of proposal.
6. The Schools Division of Zamboanga Del Norte will hold an on-site Pre-Bid Conference on **November 14, 2024, at 3:00 P.M.** at 3<sup>rd</sup> Floor Conference Hall, New SDO Building, Estaka, Dipolog City which shall be open to all prospective bidders.
7. Bids in three (3) copies including the original must be duly received by the BAC Secretariat through manual submission at the office address indicated below before or at exactly **11:00 AM of November 27, 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 **November 27, 2024, at 3:00 PM** at the 3<sup>rd</sup> Floor Conference Hall of the New SDO Building at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. This Procuring Entity 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:  
  
**ATTY. CHRISTINE JOYCE S. PACO**  
*BAC Secretariat Head*  
*DepEd- Zamboanga del Norte*  
*0946-025-6019*
12. You may visit [www.depedzn.net](http://www.depedzn.net) or e-mail at [depedznbac@gmail.com](mailto:depedznbac@gmail.com)

**ZHYRINE P. MAYORMITA**  
*BAC Chairperson (Goods and Services)*

*Date of Issue: November 5, 2024*

## ***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, *the Schools Division of Zamboanga Del Norte* wishes to receive Bids for the **PROCUREMENT OF TRAINING SUPPORT MATERIALS FOR GRAPHIC DESIGN AND DIGITAL CONTENT CREATION AND STORAGE**, with Project Identification No. **2024-078-CBZN**.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2024** in the amount of **ONE MILLION THREE HUNDRED THIRTY THOUSAND PESOS & 00/100, Philippine Currency, (P1,330,000.00)**.

2.2. The source of funding is

- a. NGA, the General Appropriations Act or Special Appropriations  
**SubARO No. RO-9-ZN-24-05-00324**

## 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

- a. 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 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:

For the procurement of Non-Expendable Supplies: **The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

- 7.1 The Procuring Entity has prescribed that Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within *three (3) years as provided in paragraph 2 of the IB* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

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

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **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 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 for **120 days** reckoned from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

The Procuring Entity may request additional hard copies 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**.

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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.

## 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 14 shall be submitted for each lot or item separately.

19.3 The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4 The Project shall be awarded as **One Project having several items that shall be awarded as one contract.**

19.5 Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20 Post-Qualification



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

## **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> <p style="margin-left: 40px;">a. PROCUREMENT OF IT TOOLS AND EQUIPMENT</p> <p style="margin-left: 40px;">b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>												
7.1 (b)	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. The Procuring Entity's address is:</p> <p>The Chairperson Bids and Awards Committee (BAC) DepEd Schools Division of Zamboanga del Norte Telephone No. (065) 212-5843 Email address: <a href="mailto:depedznbac@gmail.com">depedznbac@gmail.com</a></p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, <b>posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</b></p>												
12.1	The price of the Goods shall be quoted Delivered Duties Paid.												
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> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Description</th> <th style="width: 20%;">Cost Breakdown of the ABC</th> <th colspan="2" style="width: 50%;">Bid Security Form &amp; Amount (if other than Bid Securing Declaration)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>PROCUREMENT OF TRAINING SUPPORT MATERIALS FOR GRAPHIC DESIGN AND DIGITAL CONTENT CREATION AND STORAGE</b></td> <td style="text-align: center;"><b>1,330,000.00</b></td> <td style="width: 25%;">2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit)</td> <td style="width: 25%;">5% of ABC (if bid security is in Surety Bond)</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;"><b>26,600.00</b></td> <td style="text-align: center;"><b>66,500.00</b></td> </tr> </tbody> </table>	Description	Cost Breakdown of the ABC	Bid Security Form & Amount (if other than Bid Securing Declaration)		<b>PROCUREMENT OF TRAINING SUPPORT MATERIALS FOR GRAPHIC DESIGN AND DIGITAL CONTENT CREATION AND STORAGE</b>	<b>1,330,000.00</b>	2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit)	5% of ABC (if bid security is in Surety Bond)			<b>26,600.00</b>	<b>66,500.00</b>
Description	Cost Breakdown of the ABC	Bid Security Form & Amount (if other than Bid Securing Declaration)											
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		<b>26,600.00</b>	<b>66,500.00</b>										
14.2	Bid Securities, other than a Bid Securing Declaration, shall be turned-over to the SDO Cash Division for custody. The Bid Securing Declaration shall be for the custody of the BAC Secretariat. The Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation or alteration affects any material information or feature of the document.												
15	Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT." In addition, the Bidders shall submit a copy of each of the Technical Component and the Financial Component (hard copies) of their bids in separate envelopes,												

	<p>respectively. Then, the bidders shall seal and mark the original and the copies of their bids. In the event of any discrepancy between the original and the copy, the original shall prevail. Original copies of the Class "A" Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor's Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).</p> <p>Note: <b>Each Bidder shall submit three (3) paper copies of its bid.</b></p> <p>Unsealed or unmarked bid envelopes, shall be rejected. However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening. Online submission of bids is not allowed.</p>
19.3	Description of the project are indicated in Paragraph I of the IB.
19.5	<p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:  NFCC – [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started</p> <p>The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</p> <p>If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC of the lot or lots bid for: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.</p>
20.2	<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 Lowest Calculated Bid, the post-qualification evaluation shall be conducted.</p> <p>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:</p> <ul style="list-style-type: none"> <li>. Documents to verify or support its Statement of On-going and/ or Statement identifying its Completed Contracts which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.</li> <li>. Original copy of the submitted eligibility, technical and financial documents during bid opening.</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 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. 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 As may be applicable, 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>The delivery terms applicable under this Contract shall be DDP (Duties Delivered Paid). Risk and title to the Goods shall pass from the Supplier to the DepEd-Zamboanga del Norte upon receipt and final acceptance of the Goods/Services at the designated delivery site.</p> <p>The Goods and Services supplied to the delivery site shall conform to and comply with the Standards mentioned in Sec. VI Schedule of Requirements and Sec. VII Technical Specifications of the bidding documents.</p> <p>Upon delivery of the Goods to the Delivery Site, the Supplier shall notify DepEd-Zamboanga del Norte thru the Supply Office/ Authorized Representative and present the following documents:</p> <ol style="list-style-type: none"> <li>i. Original and four copies of the Supplier's invoice showing Goods' / services' description, quantity, unit price, and total amount;</li> <li>ii. Original and four copies of the Manufacturer's and/or Supplier's Warranty Certificate, where applicable;</li> </ol> <p>For purposes of this Clause the Representative at the delivery Site: – <b>EVELYN C. LABAD</b>, for the End-User Unit, and Authorized Representative, for the Inspectorate Team.</p> <p><b>Incidental Services</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods</li> </ol> <p>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>

## **Packaging**

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.

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.

## **Transportation**

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.

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.

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.

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.

## **Intellectual Property Rights**

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.

3	<p><b>PERFORMANCE SECURITY</b></p> <p>The Performance Security shall be posted in favor of DepEd – Zamboanga del Norte, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The Supplier shall be responsible for the extension of its performance security and/or renewal of its performance security whenever necessary and/ without need of prior notice or instruction from DepEd, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued. The Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd-Zamboanga del Norte may reject such security if any such intercalation or alteration affects any material information or feature of the document.</p>
4	<p><b>INSPECTION</b></p> <p>Where applicable for goods to be delivered, pre-delivery inspections and tests shall be conducted b thru the duly designated Inspectorate Team. The said inspections and tests shall be made upon notice to the DepEd-Zamboanga del Norte of the readiness of the goods for inspection and testing.</p>
5	<p><b>WARRANTY</b></p> <p>A warranty security shall be required from the service provider for the correction of manufacturing defects of the hardware and software components intended to operate the designed infrastructure for LIS v.2021. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee in the amount equal to at least one percent (1%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.</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 or alteration affects any materials information or feature of the document.</p> <p>The warranty period for the hardware and software components shall be one (1) year from the date of issuance of a Certificate of User Acceptance by DepEd-Zamboanga del Norte.</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.

**Delivery Period** : **Within Thirty (30) calendar days** reckoned from the date of receipt of Notice to Proceed.

**Place of Delivery** : **Division Office** – DepEd Zamboanga del Norte  
Capitol Drive, Estaka, Dipolog City 7100

Contact details:

EVELYN C. LABAD (EPS- LRMDS)  
065-917-6137 (Telephone Number)

## **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
1	PEN TABLET (see below for specifications)	<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>
2	EXTERNAL HARD DRIVE 2 Terabytes	

*\*Please see attached Purchase Request (PR) for the details of the technical specifications.*

*\*In case of conflict between the specifications input inside the table above and the attached images on specifications, the latter shall govern being the actual specifications intended by the End-User.*



Republic of the Philippines  
**Department of Education**  
 REGION IX  
 SCHOOLS DIVISION OF ZAMBOANGA DEL NORTE

**PURCHASE REQUEST**

Department		Department of Education - ZN	PR No.:	Oct 28, 2024	
Section / Office		CID SECTION	SAI No.:		
Stock No.	Unit	Item Description	Quantity	Est. Unit Cost	Total Cost
<b>Pen Tablet</b>					
1	pcs	254.3 x 165.8 x 5.9 mm, 498g, IP68 dust/water resistant (up to 1.5m for 30 minutes, Glass front, aluminum frame, and aluminum back, Dynamic AMOLED 2X, 11.0 inches, 1600 x 2560 pixels (WQXG) Resolution, 120Hz Refresh Rate, Corning Gorilla Glass, Qualcomm Snapdragon 8 Gen 2, Octa-core (1 x 3.36 GHz Cortex-X3 + 2 x 2.8 GHz Cortex-A715 + 2 x 2.8 GHz Cortex-A710 + 3 x 2.0 GHz Cortex-A510), Adreno 740 GPU, 8GB or 12GB RAM, 128GB or 256GB Storage (Expandable Storage: microSDXC up to 1TB), Rear Camera: 13MP (wide), Front Camera: 12MP (ultrawide), Android 13 with One UI 5.1 OS, Li-Po 8400 mAh Battery	25	49,000.00	1,225,000.00
2	pcs	External Hard Drive 2 TB	35	3,000.00	105,000.00
		* With 1 Year Warranty  * Remote support shall be provided immediately by the Supplier through the Hotline upon receipt of service call. For email service requests, the response time is 24 hours.  *Onsite support service shall be provided by the Supplier the next business day after final remote diagnosis for delivered items.  *In case unit/s cannot be repaired, the unit/s must be replaced within the maximum of Ten (10) days.  *The Supplier warrants that it will provide the necessary technical support and assistance at their own expense, in the event that any of the units delivered is found defective or not functional  Scope/Terms of References: Place of Delivery: Schools Division Office of Zamboanga del Norte Delivery at once: Expected delivery within 30 days from receipt order/ notice to proceed *** Nothing Follows ***			

One Million Three Hundred Thirty Thousand Pesos Only.

₱1,330,000.00 *W*

Purpose:	Procurement of Training Support Materials for Graphic Design and Digital Content Creation and Storage	
Requested By:	Approved By:	
Signature:	<i>[Signature]</i>	<i>[Signature]</i>
Printed Name:	Evelyn C. Labad	ROF C. TUBALLA EMD, JD, CESO V
Designation:	EPS-LRMS	Schools Division Superintendent
Date:	Oct 28, 2024	<i>10-28-2024</i>



Address: Capitol Drive, Estaka, Dipolog City 7100  
 Email: zn.bac@deped.gov.ph  
 FB: DepEd Tayo-School Division of Zamboanga Del Norte

Tel. No.: (065) 212-5843  
 Website: www.depedzn.net







3. Three (3) copies, including the original, of your proposal, shall be submitted on or before the deadline set for dropping of the bids.
4. Hard copy of the Philippine Bidding Documents (PBD) shall be included/inserted in the envelope of original copy of your proposal. Each page of the PBD shall be signed to vouch that the bidder has read and understood fully the content of the PBD.

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

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

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>							
<u>Private</u>							

Note: This statement shall be supported with any of the following:  
 1. End user's acceptance or official receipt(s) issued for the contract, if completed; or  
 2. Notice of Award and/or Contract

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)

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

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

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

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

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

- Note: This statement shall be supported with any of the following:
1. End user's acceptance or official receipt(s) issued for the contract, if completed; or
  2. Notice of Award and/or Contract

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)

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

## Bid Securing Declaration Form

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

### BID SECURING DECLARATION

Project Identification 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]*

## **AFTER SALES WARRANTY CERTIFICATE**

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

Our company, \_\_\_\_\_, guarantees the quality of workmanship and processes undertaken from the date of actual release and delivery of each job order to the respective customer.

The company provides the procuring entity the necessary after sales warranty of the \_\_\_\_\_ for a period of \_\_\_\_\_. It shall cover the repair and/or replacement of any defective unit, item, and/or work at no cost or additional charge to the procuring entity. It is understood, however, that the warranty does not cover damage caused by misuse, accident, or alteration of workmanship.

The company hereby declares that in the event of violation of the above after sales warranty as well as the rules and regulations promulgated by the Department of Trade and Industry relative to the implementation of P.D. 1572 shall be ground for the cancellation of the company's accreditation certificate.

\_\_\_\_\_  
Signature Over Printed Name

## Omnibus Sworn Statement (Revised)

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

### AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree; *[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



# SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that \_\_\_\_\_ be, as it hereby is, authorized to participate in the bidding for "**Name of Project**", **Project Identification** \_\_\_\_\_ by the **Department of Education Schools Division of Zamboanga del Norte** and that if awarded the project shall enter into a contract with the **Department of Education Schools Division of Zamboanga del Norte**; and in connection therewith hereby appoint \_\_\_\_\_, acting as duly authorized and designated representatives of \_\_\_\_\_, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ in the bidding as fully and effectively as the \_\_\_\_\_ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the \_\_\_\_\_ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the \_\_\_\_\_ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_.

\_\_\_\_\_  
(Corporate Secretary)

## ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ affiant exhibited to me his/her Government Issued ID No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20\_\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

**SPECIAL POWER OF ATTORNEY**

I, \_\_\_\_\_, President of \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_ with its registered office at \_\_\_\_\_, by virtue of Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, has made, constituted and appointed \_\_\_\_\_ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent \_\_\_\_\_ in the bidding of \_\_\_\_\_ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

\_\_\_\_\_  
Affiant

Signed in the Presence of:

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_)SS.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

<u>NAME</u>	<u>Government Issued ID NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_\_ ( ) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No.: \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## NET FINANCIAL CONTRACTING CAPACITY

The computation of a prospective bidder's Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid, calculated as follows:

	Year 20
Current Assets	
Minus: Current Liabilities	
Sub Total	
Multiplied by value of K	
Sub Total	
Minus: Value of outstanding services under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid	
NFCC	

NFCC = [(current asset minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the projects under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid.

NFCC = PhP \_\_\_\_\_

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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

**NOTE:**

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

**JOINT VENTURE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between \_\_\_\_\_, of legal age, \_\_\_\_\_ owner/proprietor of \_\_\_\_\_ (civil status) and a resident of \_\_\_\_\_.

- and -

\_\_\_\_\_, of legal age, \_\_\_\_\_, owner/proprietor of \_\_\_\_\_ (civil status) \_\_\_\_\_ a resident of \_\_\_\_\_.

THAT both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the UP Open University.

NAME OF PROJECT

CONTRACT AMOUNT

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

That both parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

**ACKNOWLEDGMENT**

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibited to me his/her Government Issued ID No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20\_\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

## FINANCIAL 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 the *[Name of Project]* 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 and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

_____	_____	_____
_____	_____	_____

(if none, state "None" )

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

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

We certify/confirm that we comply with the eligibility requirements 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:

## Price Schedule

### For Goods Offered from Within the Philippines

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

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

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

Legal Capacity: \_\_\_\_\_

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

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

## Sealing and Marking of Bids:

Instruction: Submission of three (3) hard copies of Technical and Financial Documents with the Philippine Bidding Documents to the BAC Secretariat Address:

### PROCEDURE:

1. The Technical Components (TC) of the Bid should be enclosed in envelope and must be labelled, sealed and signed as follows:

[NAME OF PROJECT]

[NAME AND ADDRESS OF THE BIDDERS]  
BIDS AND AWARDS COMMITTEE SECRETARIAT  
"DO NOT OPEN BEFORE [deadline of the submission]"

2. The Financial Components (FC) of the Bid should be enclosed in another envelope and must be sealed and signed;

[NAME OF PROJECT]

[NAME AND ADDRESS OF THE BIDDERS]  
BIDS AND AWARDS COMMITTEE SECRETARIAT  
"DO NOT OPEN BEFORE [deadline of the submission]"

3. Insert a hard copy of the Philippine Bidding Documents in the envelope of original copy of your proposal. Each page of the PBD should be initialed for signed to vouch that the bidder has read and understood fully the content of the PBD.

4. The TC and FC envelopes should be enclosed in one mother envelope together with PBD and must be labelled, sealed and signed as follows:

[NAME OF PROJECT]

[NAME AND ADDRESS OF THE BIDDERS]  
BIDS AND AWARDS COMMITTEE SECRETARIAT  
"DO NOT OPEN BEFORE [deadline of the submission]"



