

# **PHILIPPINE BIDDING DOCUMENTS**

## **SUPPLY & DOOR-TO-DOOR DELIVERY OF SUPPLEMENTARY LEARNING RESOURCES (SLRs)**

**PB CLMD 2023-011**



**Department of Education**  
**NATIONAL CAPITAL REGION**  
Misamis Street, Bago Bantay, Quezon City  
Email Address: [procurement.depedncr@gmail.com](mailto:procurement.depedncr@gmail.com) or  
[procurement.ncr@deped.gov.ph](mailto:procurement.ncr@deped.gov.ph)



## INVITATION TO BID FOR SUPPLY & DOOR-TO-DOOR DELIVERY OF SUPPLEMENTARY LEARNING RESOURCES (SLRs)

1. The *Department of Education – National Capital Region (DepEd NCR)* through the *General Appropriations Act (GAA) CY 2022* intends to apply the sum of *THIRTY-TWO MILLION EIGHT HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED PESOS (PHP32,893,400.00)* being the ABC to payments under the contract for the *Supply and Door-to-Door Delivery of SLRs of DepEd NCR / PB CLMD 2023-011*. Bids received in excess of the ABC shall be automatically rejected at bid opening. The breakdown per lot are as follows:

2.

<i>Lot</i>	<i>Quantity</i>	<i>ABC (Php)</i>
Lot 1 - Storybook for Kindergarten	57,000 copies	16,330,500.00
Lot 2 - Storybook for Grades 1 -3	93,050 copies	16,562,900.00
<b>Total ABC</b>		<b>32,893,400.00</b>

3. The *DepEd – NCR* now invites bids from qualified domestic publishers and distributors of educational books and learning materials for the above Procurement Project. Delivery of the Goods is required within *fifteen (15) days from receipt of the NTP*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
5. Prospective Bidders may obtain further information from *DepEd - NCR* and inspect the Bidding Documents at the address given below during **8:00 AM to 5:00 PM**.
6. A complete set of Bidding Documents can be accessed at Agency’s website at <https://depedncr.com.ph/invitation-to-bid/> or may be acquired by interested Bidders starting **November 22, 2023** by requesting the PDF copy through the DepEd – NCR BAC Secretariat at email address: [procurement.depedncr@gmail.com](mailto:procurement.depedncr@gmail.com) and/or [procurement.ncr@depd.gov.ph](mailto:procurement.ncr@depd.gov.ph) and upon payment of the applicable fee for the



Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Twenty-Five Thousand Pesos (Php25,000.00) per lot***. The Prospective Bidders shall accomplish the bidder's information survey through this link **<http://bit.ly/NCR-BiddersInformationSheet>**. An Order of Payment shall be secured from the Procurement Unit, DepEd-NCR, for the payment of the Bidding Documents fee at the Cash Section for the issuance of Official Receipt.

7. The *DepEd – NCR* will hold a Pre-Bid Conference<sup>1</sup> on ***November 22, 2023 – 2:00 PM*** via Google Meet Platform, which shall be open to all prospective bidders. The meeting link will be sent to your email address upon notification.
8. Bids must be duly received by the BAC Secretariat by manual submission at the office address indicated below on or before ***12:00 Noon of December 6, 2023***. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on ***December 6, 2023 – 2:00 PM*** at DepEd – NCR Conference Hall and via ***Google Meet Platform*** for bidders' representatives who choose to attend the activity. Further instructions on the submission and opening of bids is stated in **ITB** Clause 16.
11. The *DepEd - NCR* 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.
12. For further information, please refer to:

*BAC Secretariat/ procurement Unit  
Misamis Street, Bago Bantay, Quezon City  
Email Address: ***bac.ncr@deped.gov.ph*** or ***procurement.ncr@deped.gov.ph*** or  
***procurement.depedncr@gmail.com****

November 10, 2023

  
**CRISTITO A. ECO**  
BAC Chairperson

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

### **1. Scope of Bid**

The Procuring Entity, DepEd-NCR, wishes to receive Bids for the *Supply and Door-to-Door Delivery of SLRs of DepEd NCR*, with identification number *PB CLMD 2023-011*.

The Procurement Project (referred to herein as “Project”) is composed of *Four (4) Lots for the Supply and Door-to-Door Delivery of SLRs to the Division Learning Hubs within DepEd NCR*, 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 *CY 2022* in the total amount of *PHP33,123,894.00*.

2.2. The source of funding is: *GAA of 2022*.

### **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**

DepEd-NCR, 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) domestic corporation or sole proprietorship registered under the laws of the Philippines engaged in the production of educational books, materials and resources in the Philippines whose books are included in the list of quality assigned of evaluated books by the Department of Education under DepEd Order 035, s. 2019.
- 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 and Services: 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 *DepEd NCR Conference Hall, Misamis St., Bago Bantay, Quezon City* 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 in three (3) copies, original copy & copies 1 & 2**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five *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 in three (3) copies, original copy & copies 1 & 2**

- 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 Philippines:
  - 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. 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>2</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 *120 calendar days*. 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 including two duplicate copies in separate envelopes.

DepEd-NCR 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**.
  - a. Bids can be submitted manually or through mail courier or registered mail, the indicated date of receipt of the postal service or courier service shall be considered as date of submission to the BAC, without prejudice to any verification during the post qualification.
  - b. Send hard copy via courier, on condition that the BAC Secretariat will be provided with the proof of waybill and the hard copies of the documents must be received by the BAC Secretariat before the actual opening of bids.
  - c. If the hard copies of the documents do not arrive as scheduled, the electronic copies of the documents, if any, will be appreciated by the members of the BAC, but during the post qualification, the original bidding documents will be opened and cross-validated. If there are inconsistencies of the data between the emailed copy and the original documents, the data reflected in the hard copy will prevail.
  - d. Any bid modification shall likewise be submitted, provided that it is done before the deadline for submission and receipt of bids. The actual time of bid submission shall be the time reflected in the mail of the bidder.

## **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. DepEd-NCR's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
Option 1 – 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

- 20.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following:
  - a) latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)
  - b) Certificate of Registration from the National Book and Development Board (NBDB) and Copyright Registration of the learning materials being offered
  - c) appropriate licenses and permits required by law and stated in the BDS.

- 20.3 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 20.4 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications as well as other information as the DepEd-NCR deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 20.5 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the Regional Director (HoPE) the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 20.6 A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 20.7 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the Regional Director (HoPE) or his duly authorized representative shall approve or disapprove the said recommendation.
- 20.8 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

## **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*

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Those contracts that pertain to contract for the delivery or supply of educational books and printed learning resources.</li> <li>b. Completed within five (5) prior to the deadline for the submission and receipt of bids.</li> </ul>
12	The price of the Goods shall be quoted within the National Capital Region .
14.1	<p>The bid security shall be in the form of, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. A notarized Bid Securing Declaration (BSD) or</li> <li>b. The amount of <i>not less than or equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>c. The amount of <i>not less than or equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.</li> </ul>

# ***Section IV. General 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 as amended by GPPB Circular No. 04-2020.

## **4. Inspection and Tests**

DepEd-NCR or its representative shall have the right to inspect the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. DepEd-NCR 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 and GPPB issuances.
- 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*

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><i>The delivery site is at the Library Hubs of the Division Offices of DepEd NCR R</i>  <i>The delivery period is fifteen (15) days from receipt of NTP.</i></p> <p>“The delivery terms applicable to this Contract are : door-to-door delivery to the 15 Library Hubs of the 13 SDOs of DepEd NCR. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representatives at the Project Site (<i>Library Hubs of the 13 SDOs of DepEd NCR</i>) are the Librarian and the LR Education Supervisor.</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> <p style="padding-left: 40px;">a. Sorting and packaging of the SLRs according to title/grade level</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>The Supplier shall carry sufficient inventories to assure supply of the goods for a period of within the delivery and warranty period.</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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity : *DepEd - NCR*

Name of the Supplier :

Contract Description : *Supply & Door-to-Door of Supplementary Learning Materials for Library Hubs*

Final Destination : *15 Library Hubs of the 13 SDOs of DepEd NCR*

Gross weight

Any special lifting instructions

Any special handling instructions : free from damages

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.

**Transportation –**

The transport of the Goods to the destination, 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>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 <i>force majeure</i>.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. 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>
2.2	<i>Partial or progress payment is not allowed. ”</i>
4	The inspections and tests that will be conducted are: inspection of the SLRS shall be inspected based on the specifications in the Contract.



## *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.

Item Number	Description	Quantity		Total	Delivered, Weeks/Months
1	<b>Lot 1</b> - Storybook for Kindergarten	57,000 (34,200 -Fil. & 22,800 -Eng.)	Copies	57,000	2 weeks
2	<b>Lot 2</b> – Storybook for Grades 1 to 3	93,050 (55,830 -Fil. & 37,220 - Eng)	Copies	93,050	2 weeks

## *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>
Lot 1	<p><b>Kindergarten Storybook</b></p> <p>Size: 11x17 in            Inside pages: matte 60, color 4/4            Cover: foldcoat, matte varnished over 1            Binding type: saddle stitch</p>	
Lot 2	<p><b>Grades 1 to 3 Storybook</b></p> <p>Size: 7x9 in            Inside pages: matte 60, color 4+uv/1            Cover: foldcoat, color 4/4            Binding type: saddle stitch</p>	
	<p><b>No. of Titles</b></p> <p>Filipino - 40 Titles            English - 30 Titles</p> <p><b>Door-to-Door Delivery to 15 Library Hubs of DepEd NCR</b></p>	



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

## **I. TECHNICAL COMPONENT ENVELOPE**

### ***Class "A" Documents***

#### Legal Documents

- (a) Valid/Updated PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**including the following as supporting documents:**
- (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 in complete pages  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, 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 supported by NOA, NTP, Contract/Job Order and Certificate of Completion or Acceptance; **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 statements, 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).  $NFCC = [(Current\ Asset\ minus\ Current\ Liabilities) \times K]$  minus the value of all outstanding projects under on-going contracts, including awarded contracts;

Where K is 15

**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.

***Prospective bidders are advised to utilize forms downloaded from the GPPB website at <https://www.gppb.gov.ph/downloadables.php>.***



Republic of the Philippines



Government Procurement Policy Board