

PHILIPPINE BIDDING DOCUMENTS

Procurement of Development, Printing, and Delivery of Textbooks (TXs) and Teacher's Manuals (TMs) and Provision of Electronic TXs and TMs for Grade 1

PB CLMD 2024-008



Department of Education
NATIONAL CAPITAL REGION
Misamis Street, Bago Bantay, Quezon City
Email Address: procurement.ncr@deped.gov.ph or
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INVITATION TO BID FOR Procurement of Development, Printing, and Delivery of Textbooks (TXs) and Teacher's Manuals (TMs) and Provision of Electronic TXs and TMs for Grade 1

1. The *Department of Education – National Capital Region (DepEd NCR)* through the *General Appropriations Act (GAA) CY 2024* intends to apply the sum of *FOUR HUNDRED EIGHTY-THREE MILLION ONE HUNDRED NINETY-FOUR THOUSAND NINETEEN PESOS (PHP483,194,019.00)* being the total ABC to payments under the contract for the *Procurement of Development, Printing, and Delivery of Textbooks and Teacher's Manuals and Provision of Electronic TXs and TMs for Grade 1/ PB CLMD 2024-008*. Bids received in excess of the ABC per lot shall be automatically rejected at bid opening.

2.

<i>Lot No.</i>	<i>Description</i>	<i>ABC (Php)</i>
1	Grade 1 - GMRC	120,798,504.75
2	Grade 1 - LANGUAGE	120,798,504.75
3	Grade 1 - MAKABANSA	120,798,504.75
4	Grade 1 - READING & LITERACY	120,798,504.75
TOTAL		483,194,019.00

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 *one hundred twenty (120) days from receipt of the NTP*. Bidders should have completed, within *ten (10) 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**.

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 **April 19, 2024** by requesting the PDF copy through the DepEd – NCR BAC Secretariat at email address: ***procurement.depedncr@gmail.com*** and/or ***procurement.ncr@deped.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 ***Fifty Thousand Pesos (Php50,000.00)*** per lot

6. 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 Conference¹ on ***April 22, 2024 – 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 May 13, 2024***. 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 ***May 13, 2024 – 2:00 PM*** at DepEd – NCR Conference Hall. Bidders' representatives may also attend the activity via ***Google Meet Platform***. 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
6 Misamis Street, Bago Bantay, Quezon City
Email Address: ***bac.ncr@deped.gov.ph*** or ***procurement.ncr@deped.gov.ph*** or
procurement.depedncr@gmail.com*

April 15, 2024


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 *Procurement of Development, Printing, and Delivery of Textbooks and Teacher's Manuals and Provision of Electronic TXs and TMs for Grade 1/ PB CLMD 2024-008*.

The Procurement Project (referred to herein as "Project") is composed of the *Procurement of Development, Printing, and Delivery of Textbooks and Teacher's Manuals and Provision of Electronic TXs and TMs for Grade 1*, 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 2023* in the total amount of *PHP483,194,019.00*.

2.2. The source of funding is: *GAA of 2023*.

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 Declaration² 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"> a. Those contracts that pertain to contract for the “ <i>Production and/or Development and/or Printing of Printed and Bound Educational Materials.</i>” b. Completed within ten (10) years prior to the deadline for the submission and receipt of bids.
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"> a. A notarized Bid Securing Declaration (BSD) or 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 c. The amount of <i>not less than or equivalent to five percent (5%) of ABC</i>] if bid security is in Surety Bond.

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>Development, Printing, Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>Development</p> <p>The development of textbooks (TXs) and teacher’s manuals (TMs) shall be in accordance with the provision of DepEd Order (DO) 025 s. 2023 and Announcement for the development TXs and TMs for Grades 1, 4, 7, and SHS that may be seen in the link: https://bit.ly/Procurement_TXsTMs.</p> <p>Moreover, the TXs and TMs to be developed must be:</p> <ul style="list-style-type: none"> • Works by Filipino citizen(s) published by an entity registered with the National Book Development Board (NBDB) with all necessary copyright and permission clearances secured for text, art, illustrations, and/or photos lifted from copyrighted materials per RA 8293; • Complementary to each other which shall be evaluated as a set; • Compliant with the curriculum standards, fully cover and develop the content and performance standards and learning competencies for Grade 1 and learning areas; and • Written in the language based on the medium of instruction specified for Grade 1 and learning area. <p>Preliminary Evaluation</p> <p>This shall be conducted on the bid of the bidder that passed the post-qualification stage of evaluation of documents. If the LCB passed the post-qualification, preliminary evaluation of the submitted TX and TM shall follow. If the LCB passed both the post-qualification and preliminary evaluation of the approved TX and TM, it shall be declared the LCRB. Otherwise, the same process shall be done in the 2nd, 3rd, etc. bid.</p> <p>Submitted sets of TXs and TMs shall undergo preliminary screening to determine if these comply with DepEd general requirements. The TWG-QA shall use a form to check the publisher's compliance. Submissions that fail to comply with the general requirements as part of the physical and technical specifications in the guidelines in the development and quality assurance of TXs and TMs, shall not be considered for further evaluation.</p> <p>Evaluation of TXs and TMs in Areas 1 to 4</p> <p>Evaluation is an assessment of compliance of sets of TXs and TMs with the DepEd standards using the prescribed evaluation tools. The procuring entity and BLR shall jointly facilitate this activity.</p> <p>Areas I to 4 are the four foci of evaluation. Area I focuses on the learning competencies; Area 2 on the accuracy of the content; Area 3 on the instructional.</p>

design, presentation, and organization; and Area 4 is on language use and readability. The evaluator for each area uses an evaluation instrument to measure the quality of the TXs and TMs for evaluation.

- a. The BAC TWG-QA shall perform individual and team evaluation of the sets of TX and TM evaluation copies.
- b. The BAC TWG-QA shall rate sets of TXs and TMs based on the standard evaluation instruments which shall be included in the guidelines in the development and quality assurance of TXs and TMs.
A Pass-Fail Method shall be used as a guide in recommending and/or approving submitted sets of TXs and TMs. This means that when a set of TX and TM garners the minimum required rating per area, the set passes the post-qualification evaluation.
- c. If the set of TX and TM fails in any of the areas in the evaluation tool, it is already considered failed. The publisher who submitted the sets of TXs and TMs shall receive a notice regarding the result of the evaluation.
- d. The BAC TWG-QA shall proceed with the evaluation of the set of TXs and TMs submitted by the publishers with the next lower bid in case of failure in the post-qualification evaluation of publishers with the lowest calculated responsive bid (LCRB).

Areas of Evaluation

The four (4) areas of evaluation in scrutinizing the copies of a set of TX and TM are the following:

- a. Area 1: Compliance to Learning Competencies - This area of evaluation focuses on the coverage and sufficiency in the development of the learning competencies (LCs) for a specific grade and learning area. Development of the LCs in the TX and TM should show horizontal and vertical articulation of content.
- b. Area 2: Accuracy of Content - Area 2 concentrates on the correctness and accuracy of facts and information presented, detection of plagiarism and copyright infringement, and identifies conceptual, factual, pedagogical, grammatical, and other types of error. Further, horizontal and vertical articulation of content is checked in this area as well as the appropriateness to the developmental level and age of the learners, and its social content.
- c. Area 3: Suitability of Design and Instructional Design and Presentation and Organization - Area 3 focuses on the instructional design and its implementation, organization of the material and appropriateness of presentation of lessons, language, and visuals to the target users, to the society, and to Philippine culture as a whole.
- d. Area 4: Appropriateness of Language and Readability - In this area of evaluation, the content of the textbooks and teacher manuals is examined to determine if the content is grammatically correct and can be easily understood by the target users. It also looks at the readability level and its appropriateness for the target readers.

Evaluation Tools

The evaluation tools for Areas I to 4 are instruments to measure the quality and account for the discrepancies found in the TXs and TMs based on the indicators or

standards provided for each area of evaluation. The evaluation tools and indicators shall be provided through separate issuance from OUCT.

Contract Implementation

Contract implementation shall commence once the Supplier received the NTP from DepEd-NCR. Supplier shall revise the TXs and TMs based on the comments and recommendations of the TWG-QA, if any. A review workshop shall be conducted to check compliance with the comments and recommendations. The Supplier shall finalize the TXs and TMs based on the findings on the review workshop. The final checking and signing off of the TXs and TMs will be done by the TWG-QA.

Conformance Checking

Upon the approval of the ready-to-print (RTP) TXs and TMs, the Supplier shall submit to DepEd-NCR the following: a. Final copy of the signed TXs and TMs; and b. Two (2) copies for conformance checking of printing quality based on the following printing defects:

1. Ink density is not even/uniform
2. Color hues/shades are not distinct and/or notable
3. Printing results are not clean and with dirt/smudges/ scum on unprinted areas.
4. Color and screen registration are not aligned.
5. Printed images/texts are transferred on the adjacent page.
6. There are double images.
7. Spine is not flat and even.
8. Scoring (fold mark in front of cover) is not straight.
9. Trim size is not in accordance with specifications.
10. Trim edges are not clean and have butts.
11. Sequence of pages is incorrect.
12. Text lines are not parallel to top to bottom.
13. There are missing pages.
14. There are inverted pages.
15. There are folded pages.
16. Pages and covers have wrinkles or creases.
17. There are torn pages/ cover.

After the conformance checking, the DepEd-NCR shall provide the Supplier a report on the findings for implementation of corrections. The Supplier shall submit to DepEd-NCR the corrected conformance checked TXs and TMs for sign off for mass printing.

Pre-delivery Inspection

Pre-Implementation Conference shall be conducted prior to the inspection of goods by the End-User.

Inspection or pre-delivery inspection (PDI), where applicable for goods to be delivered, shall be conducted by DepEd NCR through the duly designated

Inspectorate Team. The inspection or PDI shall be made upon notice to the DepEd of the readiness of the goods for inspection. Inspection by sampling shall be conducted by the designated Inspectorate Team during the scheduled PDI.

The Supplier shall coordinate with DepEd NCR, through the Procurement Unit, Administrative Division, on the conduct of inspection or PDI. Any request for inspection or PDI shall be done in writing and contain the following information:

- a. Project Title and Contract Number,
- b. Specific goods for inspection,
- c. Quantity of goods for inspection,
- d. Venue/Address of inspection site, and
- e. Proposed schedule of inspection which must be at least ten (10) calendar days from the submission of the letter request.

There shall only be three (3) PDIs to be made based on the allowable quantities as indicated in the progress payment schedule stated in the special conditions of the contract.

During the conduct of the PDIs, the PDI team may request the Suppliers for the stripping of the actual paper used during printing to be subjected for paper testing to ensure that the paper used is compliant with the technical specifications. The expenses for paper testing shall be shouldered by the Supplier.

The request for inspection or PDI shall be addressed to Jocelyn DR. Andaya, Director IV, and must be submitted through email at procurement.ncr@deped.gov.ph.

DepEd NCR shall have the right to visit and inspect the Supplier's premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess the Supplier's capacity to discharge its contractual obligations.

Packaging

Goods shall be packed according to the packaging details provided in this Bidding Document and according to the allocations list.

As may be applicable for goods to be delivered, the Supplier shall provide such packaging as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided, including additional requirements, if any, specified below, and in any subsequent instructions ordered by DepEd NCR:

- **BOX**

The box materials shall have these specifications:

1. Corrugation: B or C (Single Wall) flute
2. Burst Strength: 175 psi -2% tolerance
3. Joint: Taped with 50.8 mm wide packaging tapes or better
4. Approximate Length: 17"
5. Approximate Width: 12"
6. Approximate Height: 7"-12"

For boxes with overlap joints, the overlap joint shall be fixed by high- grade glue and its outside joint shall be reinforced by 50.8 mm packaging tape or better. Tin/staple wires shall not be used to reinforce the joints.

- **PACKAGING TAPE**

50.8 mm or 2 inches wide packaging tape or better

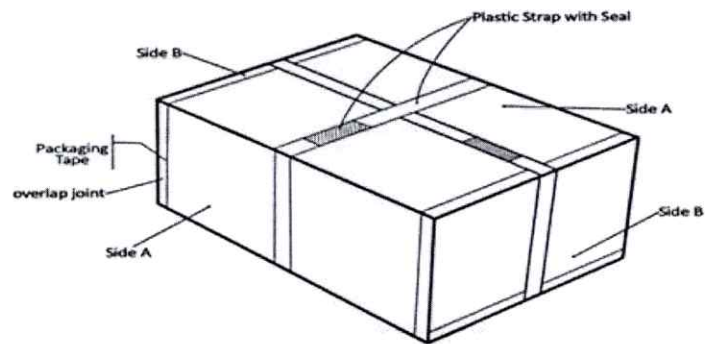
- **PLASTIC STRAP**

12.7 mm wide plastic strap or better

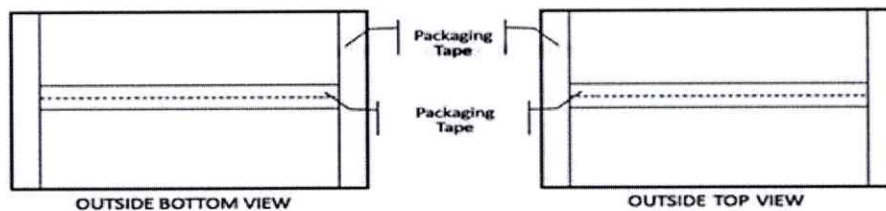
- **PROPOSE PACKAGING DETAILS**

- The goods shall be packed based on the attached allocation/packaging list per recipient and placed in unused corrugated boxes and seals to withstand rough handling.
- Each box shall contain the intended allocation, wrapped and sealed in plain plastic for adequate protection against moisture and water damage.
- For loose sets, the goods shall be wrapped in plastic or brown kraft paper. The package must be secured by packaging tape or better.
- The box shall be reinforced with at least a 12.7 mm wide plastic strap with tin or other appropriate seal.
- Each box shall be properly labeled to indicate the following: Title, Quantity, Purchaser's Name and Address, Supplier's Name, Destination, DepEd logo (with flame), International Symbol, Linear Specifications, Volume, and Gross Weight.
- The maximum weight per box should not be more than 20 kilos.

PACKAGE SPECIFICATIONS



PERSPECTIVE



Insurance

The goods under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The goods remain at the risk and title of the Supplier until their final acceptance by DepEd NCR.

Transportation

Transport of the goods shall be arranged by the Supplier, and related costs shall be included in the contract price. DepEd NCR accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to DepEd NCR until its receipt and final acceptance at the final destination, through its authorized receiving personnel.

Delivery of Printed TXs and TMs

The delivery terms applicable under this Contract shall be DDP (Duties Delivered Paid) in accordance with INCOTERMS. Risk and title to the goods shall pass from the Supplier to DepEd NCR upon receipt and final acceptance of the goods at the designated delivery site (District Offices (*If no District Office, Schools Division Office (SDO)*).

The Goods to be delivered by the Supplier must be in accordance with the Technical Specifications and other requirements indicated in the bidding documents, and/or as may be reasonably deemed necessary to effect the full and timely delivery of the goods.

For purposes of this Clause, the representative of the Department of Education National Capital Region (DepEd NCR) at the delivery site shall be the Authorized Receiving Personnel (ARP) at the District Offices (*If no District Office, SDO*) and Secondary Schools.

The Contract Price for the goods shall include the prices charged by the Supplier for incidental services which shall not exceed the prevailing rates charged to other parties.

Upon delivery of the goods to the delivery site, the Supplier shall notify DepEd NCR and present the following documents:

1. Original and four copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
2. Original and four copies of the Manufacturer's and/or Supplier's Warranty Certificate, where applicable; and
3. Original (white copy) and scanned copy stored in CD/DVD/Flash Drive of the pre-numbered Inspection and Acceptance Report (IAR) and Delivery Receipts (DR) detailing number and description of goods received and duly signed and dated by the authorized recipient.

In case the Supplier encounters conditions impeding timely delivery of the goods, it must promptly notify DepEd NCR in writing within five (5) calendar days from notice of such conditions, and any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. The Supplier must provide sufficient proof to support any request for work suspension and/or contract period extension.

Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by DepEd NCR and to be replaced by the Supplier in accordance with the warranty provision of this bidding document. The Supplier shall replace all rejected goods within **15 CALENDAR DAYS** from its receipt of the Notice of Rejection from the recipient schools or the supplier shall bring extra copies or buffer for automatic replacement of the defective goods during the delivery and inspection at the delivery sites.

Reprinting of TXs and TMs

In the event there is a need to reprint additional copies of TXs and TMs within the five-year period, the supplier shall make the same available to DepEd NCR through Repeat Order, Direct Contracting, and/or other means as may be applicable in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations.

Provision of Electronic TXs and TMs

The provision of the electronic TXs and TMs shall commence on the issuance of ready-to-print TXs and TMs. Electronic TXs and TMs submitted should be the copy of the finalized TXs and TMs that are for printing and delivery subject for

	inspection before uploading to the authorized DepEd NCR LMS/storage.
2.1	<p>Advance Payment</p> <p>Advance Payment is not allowed.</p>
2.2	<p>Schedule of Payment</p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows:</p> <p>The Supplier may submit a request for payment based on progress reports which shall be attached to the progress billing and include the following:</p> <ol style="list-style-type: none"> 1. Actual quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract; 2. Duly signed Delivery Receipts; 3. Duly signed Inspection and Acceptance Reports and acknowledge receipt that the goods have been delivered and/or properly installed and commissioned in accordance with the contract; 4. Sales Invoice; 5. Warranty Certificate; 6. Bank Certificate with a valid account number for LDDAP; 7. Request for Payment; and 8. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances. <p>Progress payments shall be paid to the Suppliers on the following conditions:</p> <ul style="list-style-type: none"> • The first progress payment shall be paid upon delivery and acceptance of at least thirty-five percent (35%) of the quantity of Goods subject to the total Quantity of Goods; • The second progress payment shall be paid upon delivery and acceptance of at least another thirty-five (35%) or at least seventy percent (70%) of the total quantity of Goods; and • The final payment shall be paid upon full delivery and acceptance of all the remaining quantity of Goods. <p>Final payment shall constitute a release of the retention money in case of expiration of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision. The following shall be required for the release of the retention money:</p> <ol style="list-style-type: none"> 1. Request for Payment for the release of retention money, 2. Certificate of No Claims against the Warranty, 3. Billing statement, 4. Original Certificate of Final Acceptance, 5. Bank Certificate with a valid account number for LDDAP, and 6. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances.

	<p>(NOTE: The Supplier must furnish a copy of the above-mentioned documents to DepEd NCR Accounting and the End-user [LRMS, CLMD]) and the Procurement Unit, ASD).</p> <p>Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee in the amount</p> <p>equivalent to one percent (1%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.</p>
3	<p>Performance Security</p> <p>The Performance Security shall be posted in favor of DepEd NCR, 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 NCR, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.</p> <p>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd NCR may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>
5	<p>Warranty</p> <p>A warranty for one (1) year for the Goods will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd NCR that the delivered Goods have been duly inspected and accepted (i.e. final acceptance).</p> <p>The obligation for the warranty shall be covered by retention money in an amount equivalent to one percent (1%) of the payment or a special bank guarantee equivalent to one percent (1%) of the Contract Price.</p> <p>In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.</p> <p>The Special Bank Guarantee shall not contain any deletion, crossing- out, expunction, or any form of correction. Otherwise, DepEd NCR may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>

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Special Provision of the Contract

A. Electronic Version of TXs and TMs

The Supplier shall provide the electronic copy of the TXs and TMs in the DepEd NCR prescribed electronic format version (HTML, Scorm, HP5, etc.) DepEd NCR may upload the electronic copy in DepEd NCR's official portal/application and/or storage for a period of five (5) years.

B. Braille Conversion of TXs and TMs

The Supplier shall provide the digital (editable) copy of the final TXs & TMs for braille/e-pub conversion to be used by blind, visually-impaired, and otherwise print-disabled learners, without any cost to DepEd NCR, pursuant to the Philippine Marrakesh Regulation 2019-025 and Marrakesh Treaty and rules and regulations appurtenant thereto.

C. Contextualization Rights

The Supplier shall allow DepEd to jointly contextualize the Filipino/Tagalog version Textbook/s to different Philippine local languages. The supplier shall be entitled to license fee equivalent to 10% of the print-out cost of the contextualized and produced textbooks, subject to existing rules and regulations.

Annex to Special Conditions of Contract

The Supplier shall bear costs of inland transportation, insurance, and other services required to convey the Goods to the delivery sites. The quantities are listed in the delivery schedule and the allocation list (see attached Annex "B").

Inspection and Acceptance of TXs and TMs at the Delivery Site

Inspection shall be conducted by the duly constituted inspectorate team based on existing rules and regulations.

In the delivery of Goods, the Supplier shall:

1. Deliver the Goods in the right quantity and quality based on the contract agreement, allocation list, and specifications set by DepEd NCR;
2. Notify the indicated authorized receiving personnel at the Delivery Site of the scheduled date of delivery at least three (3) working days in advance, and shall ensure that the authorized receiving personnel is present during the date and time of delivery;
3. Make delivery or deliveries to the recipient schools or offices on regular working days, during office hours from 8:00 a.m. to 5:00 p.m. The Receiving Personnel reserves the right to refuse to receive/accept delivered Goods made before 8:00 a.m. or after 5:00 p.m., and on non-working days;
4. Ensure that the Delivery Receipts (DR) and Inspection and Acceptance Reports (IAR) are signed by the authorized receiving personnel and inspectorate team;
5. Retrieve and replace defective/rejected LRs within a 15-day period from the concerned recipients at no cost to DepEd NCR;
6. The Supplier shall bring extra copies or buffer which can be used to replace defective Goods during the delivery and inspection at the recipient schools/offices; and
7. Perform other functions that maybe necessary to comply with their obligations.

Provision of Complementary Copies of TXs and TMs

The Supplier shall provide at least twenty (20) complementary copies of TXs and TMs to the EU.

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
	<i>Procurement of Development, Printing, and Delivery of Textbooks and Teacher's Manuals and Provision of Electronic TXs and TMs for Grade 1</i>				
	Grade 1 - GMRC				
	TXs Tagalog	1,171,880	copies	1,171,880 copies	120 CD
	TMs Tagalog	15,779	copies	15,779 copies	120 CD
	Grade 1 - LANGUAGE				
	TXs Tagalog	1,171,880	copies	1,171,880 copies	120 CD
	TMs Tagalog	15,779	copies	15,779 copies	120 CD
	Grade 1 - MAKABANSA				
	TXs Tagalog	1,171,880	copies	1,171,880 copies	120 CD
	TMs Tagalog	15,779	copies	15,779 copies	120 CD
	Grade 1 - READING & LITERACY				
	TXs Tagalog	1,171,880	copies	1,171,880 copies	120 CD
	TMs Tagalog	15,779	copies	15,779 copies	120 CD

Statement of Compliance

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

Name and Signature of Bidder's Authorized Representative

Section VII. Technical Specifications

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>

Annex C

MINIMUM TECHNICAL SPECIFICATIONS

A. Grade 1 TXs and TMs

Book Size	Paper Requirement		Colors		Binding
	Cover	Inside Pages	Cover	Inside Pages	
8.25" x 10.75"	Foldcote caliper 12, solid white or better	Uncoated text paper or better Basis weight: 70 gsm with - 3% tolerance Opacity: 90% with -3% tolerance Brightness: 80% with -3% tolerance	Full Color by 1 Full Color with 1 side UV coating or better	1 Color	Perfect Binding

General Specifications

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
1	<p>Certificate of Paper Test Result from Forest Products Research and Development Institute (FPRDI), which must be issued within three (3) months prior to the date of the deadline for the submission and opening of bids for this project.</p> <p>The details of paper test results should contain the following:</p> <p>Paper Requirement: (With -3% tolerance)</p> <p>Cover: Foldcote caliper 12, solid white 236 gsm or better</p> <p>Inside Pages: Uncoated text paper or better</p> <p>Basis weight: 70 gsm with -3% tolerance</p> <p>Opacity: 90% with -3% tolerance</p> <p>Brightness: 80% with -3% tolerance</p> <p>In case the certificate cannot be issued by the FPRDI, the bidder shall secure a certificate from the Manufacturer of Paper as to the desired paper testing/attributes together with a certification from FPRDI that the latter cannot perform said paper testing/attributes.</p>		
2	<p>Five (5) sheets of A4 size swatches of the actual paper to be used for the cover and inside pages during printing. Each sheet shall bear the name and signature of the bidder.</p>		
3	<p>List of required minimum machines, equipment, and manpower to measure the capacity per hour/day to produce the desired quantities (See Schedule of Requirements)</p>		
4	<p>A certification showing that the publisher is</p>		

	duly registered with and accredited by the National Book Development Board (NBDB)		
5	The Bidder shall submit the following: 1. Eight (8) copies of the TXs and TMs; and 2. Six (6) copies of the duly accomplished TXs and TMs Curriculum Matrix.		

Technical Specifications for Electronic Textbooks and Teacher’s Manuals

- A. Electronic TXs and TMs submitted should be in any of the following format:
 - 1. H5P (HTML5 Package) Format which enables existing learning management systems (LMS) to create richer content;
 - 2. SCORM (Shareable Content Reference Model) is a technical specification for eLearning or online material. It is the format in which content should be exported for uploading to a SCORM-compliant learning management system (LMS); or
 - 3. Any other format i.e., Portable Document Format (PDF), that may be determined however, output must be viewable using any internet browser (Chrome, Edge, Opera, Safari etc.).
- B. The e-textbooks will be uploaded to the DepEd Learning Management System (LMS) and/or any authorized DepEd platform/storage which shall be made available to public schools for five (5) years.
- C. The LMS access shall also be given to the awarded Supplier/s to monitor their electronic TXs and TMs. In the access of electronic TXs and TMs, the downloading, copying and pasting, and highlighting functionalities are disabled.

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Procurement of Development, Printing and Delivery of Textbooks and Teacher’s Manuals and Provision of Electronic Textbooks and Teacher’s Manuals for Grade 1.**

Name and Signature of Bidder’s Authorized Representative

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;
- (i) NBDB Registration; **and**
- (j) 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

- (k) 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**
- (l) 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

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
and
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

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

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

- (p) *[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.
- (q) 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