

Republic of the Philippines Department of Education REGION VII - Central Visayas SCHOOLS DIVISION OF NEGROS ORIENTAL

# **PHILIPPINE BIDDING DOCUMENTS**

# Provision of Training Needs for Various GAD Funded Seminars, Trainings, and Workshop for CY 2023

LOT 1: GAD Live-in Training (Accommodation, Training Venues, and Meals)
LOT 2: GAD Live-out Trainings (Training Venues, and Meals
LOT 3: Meals for GAD Trainings
LOT 4: Materials and Supplies for GAD Trainings

Government of the Republic of the Philippines

Sixth Edition July 2020

## Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

### **Table of Contents**

Gloss	ary of Acronyms, Terms, and Abbreviations	3
Sectio	on I. Invitation to Bid	7
Sectio	on II. Instructions to Bidders	11
1.	Scope of Bid	12
2.	Funding Information	
3.	Bidding Requirements	12
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5.	Eligible Bidders	
6.	Origin of Goods	13
7.	Subcontracts	13
8.	Pre-Bid Conference	
9.	Clarification and Amendment of Biddinzg Documents	13
10.	Documents comprising the Bid: Eligibility and Technical Components	13
11.	Documents comprising the Bid: Financial Component	14
12.	Bid Prices	14
13.	Bid and Payment Currencies	15
14.	Bid Security	15
15.	Sealing and Marking of Bids	15
16.	Deadline for Submission of Bids	15
17.	Opening and Preliminary Examination of Bids	
18.	Domestic Preference	
19.	Detailed Evaluation and Comparison of Bids	
20.	Post-Qualification	
21.	Signing of the Contract	17
Sectio	on III. Bid Data Sheet	
Sectio	on IV. General Conditions of Contract	21
1.	Scope of Contract	22
2.	Advance Payment and Terms of Payment	22
3.	Performance Security	22
4.	Inspection and Tests	22
5.	Warranty	23
6.	Liability of the Supplier	23
Sectio	on V. Special Conditions of Contract	24
Sectio	on VI. Schedule of Requirements	29
Sectio	on VII. Technical Specifications	30
Sectio	on VIII. Checklist of Technical and Financial Documents	

## Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

## Section I. Invitation to Bid

### Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



### Republic of the Philippines Department of Education REGION VII - Central Visayas SCHOOLS DIVISION OF NEGROS ORIENTAL

### INVITATION TO BID FOR Provision of Training Needs for Various GAD Funded Seminars, Trainings, and Workshop for CY 2023

1. The Department of Education – Schools Division of Negros Oriental, through the GAD Funds intends to apply the sum of Php 3,758,305.94 (Three Million Seven Hundred Fifty Eight Thousand Three Hundred Five Pesos and Ninety Four Centavos) being the ABC to payments under the contract for the Provision of Training Needs for Various GAD Funded Seminars, Trainings, and Workshop for CY 2023 details as shown below;

Lot #	Project Description	Approved Budget for Contract (ABC)
1	GAD Live-in Training (Accommodation, Training Venues, and Meals)	Php 1,023,700.00
2	GAD Live-out Trainings (Training Venues, and Meals	Php 2,051,200.00
3	Meals for GAD Trainings	Php 367,200.00
4	Materials and Supplies for GAD Trainings	Php 316,205.94
	TOTAL ABC	Php 3,758,305.94

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

2. The **Department of Education - Schools Division of Negros Oriental** now invites bids for the above Procurement Project. Upon receipt of **Notice to Proceed**, delivery of goods is required within 180 calendar days for LOTS 1, 2 and 3 while 30 calendar days for Lot 4.

Bidders should have completed, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*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.

- 4. Prospective Bidders may obtain further information from **Department of Education Schools Division of Negros Oriental** and inspect the Bidding Documents at the address given below during 8:00 AM to 5:00 PM (Monday to Friday).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 17, 2022 and until the opening of bids** from the given address below and upon payment of the applicable fees for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of;

Lot #	<b>Project Description</b>	ABC	Bid Document Fee
1	GAD Live-in Training (Accommodation, Training Venues, and Meals)	Php 1,023,700.00	Php 5,000.00
2	GAD Live-out Trainings (Training Venues, and Meals	Php 2,051,200.00	Php 5,000.00
3	Meals for GAD Trainings	Php 367,200.00	Php 500.00
4	Materials and Supplies for GAD Trainings	Php 316,205.94	Php 500.00

Interested bidders may pay the applicable fees in person or deposit their payment for the Bidding Documents to our Development Bank of the Philippines (DBP) account, details as follows:

Account Name: DepEd, Division of Negros Oriental Account Number: 0-00160-740-1

The bidder must present its proof of payment for the fees in person or email its proof of payment to this email address: **negros.oriental@deped.gov.ph.** After verification from the bank, the bidding documents will be sent through email provided that the bidder shall print the bid documents and submit them to the procuring entity as a requirement among others before the awarding of contract.

- 6. The **Department of Education Schools Division of Negros Oriental** will hold a Pre-Bid Conference on *November 25, 2022, 09:00 AM at* 3<sup>rd</sup> Floor, Schools Division of Negros Oriental, Kagawasan Avenue, Capitol Area, Daro, Dumaguete City, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **9:00 A.M of December 7, 2022**. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be as follows;

Lot No.	Project Description	Date/Time	Venue
1-4	Provision of Training Needs for Various GAD Funded Seminars, Trainings, and Workshop for CY 2023	December 7, 2022 09:00 AM	Conference Room, DepEd – Schools Division of Negros Oriental, Kagawasan Avenue, Capitol Area, Daro, Dgte. City

- 10. The **Department of Education Schools Division of Negros Oriental** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

#### MARCELO K. PALISPIS, JD EdD

BAC Chairperson, OIC - ASDS Schools Division of Negros Oriental Kagawasan Avenue, Capitol Area, Daro Dumaguete City, Negros Oriental 6200 (035) 225 1623 www.depednegor.net

> MARCELO K. PALISPIS, JD EdD OIC - Asst. Schools Division of Negros Oriental hairperson, Bids & Awards Committee

## Section II. Instructions to Bidders

### Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

#### 1. Scope of Bid

The Procuring Entity, **Department of Education - Schools Division of Negros Oriental** wishes to receive Bids for the **Provision of Training Needs for Various GAD Funded Seminars, Trainings, and Workshop for CY 2023** 

The Procurement Project (referred to herein as "Project") is for 4 LOTS, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1 The GOP through the source of funding as indicated below for Calendar Year 2022 in the amount of Php 3,758,305.94 (Three Million Seven Hundred Fifty-Eight Thousand Three Hundred Five Pesos and Ninety Four Centavos)
  - 2.2 The source of funding is NGA, the General Appropriations Act or Special Appropriations.

#### **3. Bidding Requirements**

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

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is allowed:

#### 8. Pre-Bid Conference

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

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within <u>3 years</u> prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

#### **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in 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 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 Sixty (60) Calendar Days from the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

#### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

#### 17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

#### **18. Domestic Preference**

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

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

### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

### Notes on the Bid Data Sheet

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

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

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

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

## **Bid Data Sheet**

ITB Clause					
5.3		s purpose, contracts similar to the Project shall be those described in the nd completed within the relevant period stated in the Invitation to Bid and			
7.1	No furt	her instructions			
12	Philippi	ice of the Goods shall be quoted DDP with the place of destination in the ines as specified in the <u>BDS</u> or the applicable International Commercial (INCOTERMS) for this Project.			
14.1		security shall be in the form of a Bio ng forms and amounts:	d Securing I	Declaration, or any of the	
		Form of Bid Security		unt of Bid Security Percentage of the ABC)	
	<ul> <li>a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</li> <li>b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</li> </ul>		Two percent (2%)		
	c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or		Five percent (5%)		
	d. Any	Any combination of the foregoing.		Proportionate to share of form with respect to total amount of security	
	e. Bid S	Bid Securing Declaration No		Percentage required	
19.3	Lot #	Project Description		Approved Budget for Contract (ABC)	
	1	GAD Live-in Training (Accommodation, Training Venues, and Meals)		Php 1,023,700.00	
	2	GAD Live-out Trainings (Training Venues, and Meals		Php 2,051,200.00	
	3	Meals for GAD Trainings		Php 367,200.00	
		Materials and Supplies for GAD Trainings			

20.2	<ul> <li>The lowest calculated bid shall present Original Copy of the following for Post Qualification evaluation;</li> <li>1. PhilGEPS Certificate of Registration (Platinum)</li> <li>2. DTI/SEC Registration Certification</li> <li>3. Business/Mayor's Permit</li> <li>4. Tax Clearance</li> <li>5. Audited Financial Statement</li> </ul>
	Latest Income and Business Tax Returns, Filed and Paid through Electronic Filing and Payments System (eFPS)
21.2	No Further Instructions

# Section IV. General Conditions of Contract

### Notes on the General Conditions of Contract

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

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

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

#### **1.** Scope of Contract

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

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

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

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

#### **3. Performance Security**

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

#### 4. Inspection and Tests

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

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

#### 5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

#### 6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## Section V. Special Conditions of Contract

### Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## **Special Conditions of Contract**

GCC Clause				
	Delivery and Documents –			
	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:			
	For Goods supplied from abroad, state: The delivery terms applicable to the Contract are DDP delivered as indicated on Paragraph 11 of Section I IB. In accordance with INCOTERMS."			
	The delivery terms applicable to this Contract are as indicated on Paragraph 1 of Section I IB. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."			
	Delivery of the Goods shall be made by the Supplier in accordance with t terms specified in Section VI (Schedule of Requirements).			
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <b>Ms. Ruby Jean Estrellita M. Bidaure</b> AO-IV Supply Officer.			
	Incidental Services –			
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>			
	e. training of the Procuring Entity's personnel, at the Supplier's plan and/or on-site, in assembly, start-up, operation, maintenance, and/o repair of the supplied Goods.			

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.
Spare Parts –
The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
<ol> <li>such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
2. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of
Spare parts or components shall be supplied as promptly as possible, but in any case, within months of placing the order.
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 Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions
Any relevant HAZCHEM classifications
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 –
Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic

	Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be full payment upon completion of the project and all documentary requirements have been complied with.
4	The inspections and tests that will be conducted will be on-site inspection.

# 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.

Lot #	Description	Approved Budget for Contract (ABC)	Delivered Weeks/Month
1	GAD Live-in Training (Accommodation, Training Venues, and Meals)	Php 1,023,700.00	Within 180 Calendar Days
2	GAD Live-out Trainings (Training Venues, and Meals	Php 2,051,200.00	from the receipt of Notice to
3	Meals for GAD Trainings	Php367,200.00	Proceed
4	Materials and Supplies for GAD Trainings	Php 316,205.94	30 Calendar Days

# Section VII. Technical Specifications

### Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent*." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## **Technical Specifications**

#### LOT 1 – GAD Live in Trainings (Accommodation, Training Venues, and Meals) ABC – Php 1,023,700.00

Process Owner	Activity Name	Type of Training.	Date	No. of Pax	Budget		Remarks
KATHERINE Y. SEDILLO	1 Day Orientation on Teaching Kindergarten learners with Difficulties: Focused on Literacy and Numeracy	LIVE - IN (HOTEL)	Feb. 17, 2023	38 pax	38 X 1800 = 68,400	68,400.00	Meals (Breakfast, Lunch, Dinner, A.M & P.M. Snacks) with accommodation for 38 pax for 1 day
Atty. Sedillo/R.	GADORS Series on Enhancement Coding Workshops - Phase I	LIVE - IN (HOTEL)	Feb. 22-24, 2023	6 pax	6 X1,800 X 3 = 32,400	32,400.00	Breakfast, Lunch, Dinner, A.M & P.M. Snacks for 6 pax for 3 Days
Gao-gao				9 pax	9 X 1,200 X 3= 32,400	32,400.00	Breakfast, Lunch, Dinner, A.M & P.M. Snacks for 9 pax for 3 days
DR. NORLITA	Seminar-Workshop on the Production of Gender-sensitive LS3	LIVE - IN (HOTEL)	March 8, 2023	12 pax	12 pax 1,800= 21,600	21,600.00	Meals (Breakfast, Lunch, Dinner, A.M & P.M. Snacks ) with accommodation for 12 pax for 1 day
B. NEMENSO	Learning Materials	Live-out	March 9, 2023	12	12 pax 1,200= 14,400	14,400.00	Breakfast, Lunch, Dinner, A.M & P.M. Snacks for 12 pax for 1 day
DAE HABALO	Training Workshop on Research Portal Enhancement and Module Implementation Towards Sustainable Gender and Development Digital Platform ; Phase 1: Module Designing, System Verification, and Validation;	LIVE - IN (HOTEL)	March 15- 17, 2023	8 pax	8 X 1800 X 3 days=43,200	43,200.00	Meals (Breakfast, Lunch, Dinner, A.M & P.M. Snacks ) with accommodation for 8 pax for 3 days

DAE HABALO	Training Workshop on Research Portal Enhancement and Module Implementation Towards Sustainable Gender and Development Digital Platform ; Phase 2 System Integration and testing;	LIVE - IN (HOTEL)	April 3-5, 2023	8 pax	8 X 1800 X 3 days=43,200	43,200.00	Meals (Breakfast, Lunch, Dinner, A.M & P.M. Snacks ) with accommodation for 8 pax for 3 days
DAE HABALO	Training Workshop on Research Portal Enhancement and Module Implementation Towards Sustainable Gender and Development Digital Platform ; Phase 3: End-user Training and Soft Launching	Food (Live-out/Hotel)	April 14, 2023	52 pax	52 X 800= 41,600	41,600.00	Breakfast, Lunch, 2 snacks
		Food ( Live-in/Hotel)	April 14, 2023	10 pax	10 X 1,800 = 18,000	18,000.00	Breakfast, Lunch, Dinner, A.M & P.M. Snacks for 10 pax for 1 day
Dr. Karina Louise de la Cruz	Write shop on Teenage Pregnancy Reporting and Referral System	LIVE - IN (HOTEL)	March 16- 17, 2023	35 pax	35 X 1800 X 2 days=126,000	126,000.00	Meals (Breakfast, Lunch, Dinner, A.M & P.M. Snacks) with accommodation for 35 pax for 2 dayS Provision of LED Wall No sodas, fruit juices only
REMYLIN V. GAOGAO	GADORS Series of Enhancement Coding Workshops - Phase2	Food (Live-in/Hotel)	Apr 5-7, 2023	5 pax	5X1,800X3= 27,000.00	27,000.00	Meals (Breakfast, Lunch, Dinner, A.M & P.M. Snacks) with accommodation for 5 pax for 3 days
		Food (Live-out/Hotel)		5 pax	5X1,200X3= 18,000.00	18,000.00	Breakfast, Lunch, Dinner, A.M & P.M. Snacks for 5 pax for 3 days
JOY EMILY A. TANIO	Writeshop on the Development of ALS Portfolio and Learning Assessment Package for Advance Elementary & Junior High School Level	LIVE - IN (HOTEL)	April 11-12, 2023	18 pax	18 X 1800= 64,800	64,800.00	Breakfast, Lunch, Dinner, A.M & P.M. Snacks for 18 pax for 2 days
REGINA EMPESO & KARLA ANTONIO	Preparation of Division Report Card on Performance and Implementation of GAD Programs and Other Projects	LIVE - IN (HOTEL)	May 24-26, 2023	15 pax	15 X 1800 X 3 days=81,000	81,000.00	Meal(Breakfast, Lunch, Dinner, A.M & P.M. Snacks) with accommodation for 15 pax for 3 days Provision of LED Screen

DR. NILITA L. RAGAY	Instructional Leadership 365	LIVE - IN (HOTEL)	May 24-26, 2023	61 pax	61 pax X 1800 X 2 days=219,000	219,000.00	Day 1 (Lunch, Dinner, A.M. & P.M. Snacks), Day 2 (Breakfast, Lunch, Dinner, A.M. & P.M. Snacks), Day 3 (Breakfast, Lunch, A.M & P.M Snacks)
					61 pax X 500 = 30,500	30,500.00	
ATTY. MARJORIE PORCINA	"CRAFTING OF DIVISION CHILD PROTECTION POLICY: PHASE 3"	LIVE - IN (HOTEL)	June 15-16, 2023	27 pax	27 X 1800 X 2 day= 97,200	97,200.00	Breakfast, Lunch, Dinner, A.M & P.M. Snacks for 27 pax for 2 Days
REMYLIN V.	GADORS Series of Enhancement	Food (Live-in/Hotel)	June 7-9,	5 pax	5X1,800X3= 27,000.00	27,000.00	Meals (Breakfast, Lunch, Dinner, A.M & P.M. Snacks) with accommodation for 5 pax for 3 days
GAOGAO	Coding Workshops - Phase3	Food ( Live-out/Hotel)	2023	5 pax	5X1,200X3= 18,000.00	18,000.00	Breakfast, Lunch, Dinner, A.M & P.M. Snacks for 5 pax for 3 days
	TOTAL	1,023,700.00					

#### SPECIFICATIONS:

\*Schedule of training might be moved/reschedule due to an avoidable circumstance provided the service provider/supplier will be informed 1 week before the training.

\*Number of Participants may vary in any activity provided that the total number of participants of the particular lot will not be changed.

\* FREE use of plenary function room that can accommodate the total number of pax for 12 hrs and breakout sessions

\*Air-conditioned capability-function room with Strong Internet Connection

\* Free use of white board, marker and projector

\*Complete sound system with at least 2 wireless mic, audio out capable and w/ standby operator assistance (per room)

\*Venue must have strong internet connection at least 300mbps

\*Provision of free tarpaulin for backdrop and free signage at the lobby and in the function room

\* Overflowing coffee, tea, milo and water during the entire duration of the activity

\*Observe social distancing and other IATF Guidelines

\* Maximum of 2 persons per room with separate beds

I hereby certify to comply with all the above Technical Specifications.

Name of Company

Signature over Printed Name

Date

## LOT 2 – GAD Live out Trainings (Training Venues, and Meals ABC – Php 2,051,200.00

Name of Process Owner	Activity Name	Food and Venue	Date	No. of Pax	Budg	et	Remarks
RUBY JEAN BIDAURE	Revisiting the Salient Provisions of RA 9184 Training/Workshop	Food (Live- out/Hotel)	Feb. 15-16, 2023	34 pax	34 X 2400 X 2 81,600	81,600.00	Breakfast, lunch, Dinner & 2 snacks for 34 pax for 2 days
LANI B. YURONG	Capability Building, Workshop and Implementation of a Gender- Responsive New Merit Selection Plan	Food (Live- out/Hotel)	Feb 21-22, 2023	140 pax	140 X 800 X 2 days=224,000	224,000.00	Breakfast, Lunch, A.M. & P.M. Snacks for 140 pax for 2 days
LANI YURONG	Workshop on E-Leave Card	Food (Live- out/Hotel)	Feb 27-28, & Mar. 1, 2023	50 pax	50 x 800 x 3 days= 120,000	120,000.00	Breakfast, Lunch, A.M. & P.M. Snacks for 50 pax for 3 days
DONRE B. MIRA	1 Day Live-out Seminar on Gender- fair Education and Orientation of Select School Heads on ALS School- Based Management (ALS SBM)	Food (Live- out/Hotel)	Feb. 24, 2023	82 pax	82 X 800= 65,600	65,600.00	Breakfast, Lunch and 2 snacks for 82 pax for 1 day
FRANCIS C. AUSTERO	Capacity Building of ALS Teachers	Food (Live- out/Hotel)	Feb. 24, 2023	65 pax	65 X 1000= 65,000	65,000.00	Lunch, Dinner and 2 snacks for 65 pax for 1 day
CARMELITA A. ALCALA	AP COORDINATORS CONFERENCE	Food (Live- out/Hotel)	Feb. 28, 2023	72 pax	72x600= 43,200	43,200.00	LUNCH AND 2 snacks
RUBY JEAN ESTRELLITA M. BIDAURE	Capability Building of Administrative Officers II on Gender Responsive Roles	Live - out (HOTEL)	March 2-3, 2023	55 pax	55 X 1800 = 99,000	99,000.00	Day 1- Lunch, Dinner, 2 snacks Day 2-Breakfast, lunch, 2 snacks
DR. NILITA L. RAGAY	Gender-Responsive Recruitment and Selection workshop for SY 2023-2024	Food (Live- out/Hotel)	March 6-9, 15-17,29-31, 2023	48 pax	48 X 600 X 10 days= 288,000	288,000.00	Lunch, A.M & P.M. snacks for 48 pax for 10 days
Jeylene E Cerial & Erwin C. Pinuto	Re-Orienation DO. 40 s. 2012 "Child Protection Policy" and other related DepEd Order	Food (Live- out/Hotel)	March 10,2023	80 pax	80X1,200= 96,000.00	96,000.00	Breakfast, Lunch, Dinner and 2 snacks for 80 pax for 1 day
Dr. Karina Louise de la Cruz	SAfe Spaces: A Training Workshop on Understanding Sexuality and in the Health Workplace	Food (Live- out/Hotel)	March 9-10, 2023	50 pax	50 X 600 X 2 days=60,000	60,000.00	Lunch and 2 snacks for 2 days Provision of LED Wall No Sodas, fruit juice only

Dr. Karina	Inter-Agency Consultative Conference	Food ( Live	March 20		30 X 600 =		Lunch and 2 snacks for 1 day
Louise de la Cruz	on Teenage Pregnancy Reporting and Referral System	Food ( Live- out/Hotel)	March 20, 2023	30 pax	30 X 600 = 18,000	18,000.00	Provision of LED Wall No Sodas, fruit juice only
BEN JOFIL B. DIEGO	1 Day Live-out Capacity Building on GAD Sensitive Alternative Delivery Mode (ADM) Implementation	Food(Live- out/Hotel)	March 17, 2023	80 pax	80 X 800=64,000	64,000.00	Breakfast, Lunch and 2 snacks for 80 pax for 1 day
ARLENE A. PEPITO	Two Day Live-out Division Training on GAD-Compliant Foot Reflexology and Nail Care Services for ALS	Food ( Live- out/Hotel)	March 23- 24, 2023	23 pax	23 X 1,200 X 2 days=55,200	55,200.00	Breakfast, Lunch, Dinner and 2 snacks for 23 pax for 2 days
		Food ( Live- out/Hotel) and Live- out	March 23-24, 2023	54 pax	54 X 800 X 2 days=86,400	86,400.00	Breakfast, Lunch, and 2 snacks for 54 pax for 2 days Provision of LED Wall
Jeylene Cerial/ Erwin Pinuto	GALAM (Gender Aware Leaders and Advocates for Mental-Health)	Food and Venue (Live-in) with accommodation	March 23, 2022	46 pax	46 X 1800=82,800	82,800.00	Meals (Breakfast, Lunch, Dinner and 2 snacks) with accommodation for 46 pax for 1 days
							Provision of LED Wall Breakfast, Lunch and 2 snacks for
		out/Hotel) and Live-	Live- Live- Live-March 23-24, 202354 pax54 X 800 X 2 days=86,40086,400.00Breakfast, Lunch, and for 54 pax for 2enue with nMarch 23, 202246 pax46 X 1800=82,80082,800.00Meals (Breakfast, Lunch and 2 snacks) accommodation for 4 daysLive- Live- Live- Live- 2022March 24, 202246 pax46 X 800=36,80082,800.00Breakfast, Lunch and 2 accommodation for 4 daysLive- Live- Live- 31, 202346 pax46 X 800=36,80036,800.00Breakfast, Lunch and 2 46 pax for 1 d Provision of LEDMarch 30- 31, 202334 pax34 X 1200 X 2 days=81,60081,600.00Breakfast, Lunch, Dir snacks for 34 pax for 21,600.00March 30- 31, 20236 pax6 X 1800 X 2 days=21,60021,600.00Breakfast, Lunch, Dir snacks for 34 pax for days	46 pax for 1 days			
		out					Provision of LED Wall
	Seminar-Workshop on GAD Related	Food(Live- out/Hotel)		34 pax		81,600.00	Breakfast, Lunch, Dinner and 2 snacks for 34 pax for 2 days
KARL T. CREDO	Data Management for SY 2022-2023 in the Basic Statistics in the LIS and EBEIS	Food ( Live- in/Hotel)		6 pax		21,600.00	Fullboard(Breakfast, Lunch, Dinner and 2 snacks) with Accommodation for 6 pax for 2 days
ANNA LEE A. AMORES	District Reading Coordinators and Phil IRI Coordinators Convergence	Food(Live- out/Hotel)	April 14, 2023	58 pax	58 X 1,200=69, 600	69, 600.00	Breakfast, Lunch, Dinner and 2 snacks for 58 pax for 1 day
REGINA EMPESO & KARLA ANTONIO	Workshop on Empowering the School Governing Council on the Crafting , Implementation, and Monitoring of Gwender -Sensitive Programs and Projects	Food ( Live- out/Hotel)	April 19, 2023	75 pax	75 X 800=60,000	60,000.00	Breakfast, Lunch, A.M. & P.M. Snacks for 75 pax for 1 day Provision of LED Wall
DAE HABALO	Data Encoding and GAD-Compliant Report Generation	Food ( Live- out/Hotel)	April 12-13, 2023	35 pax	35 X 800 X 2 days= 56,000	56,000.00	Breakfast, Lunch, 2 snacks

		Food ( Live- in/Hotel)	April 13, 2023	5 pax	5 X 1,800= 9,000	9,000.00	Meals (Breakfast, Lunch, Dinner, A.M & P.M. Snacks) with accommodation for 5 pax for 1 day
	Seminar Workshop on GAD Related	Food ( Live- out/Hotel)	May 18-19, 2023	33 pax	33 X1200 X 2=79200	79,200.00	Breakfast, Lunch, Dinner and 2 snacks for 33 pax for 2 dayS
KARL T. CREDO	school Improvement Plan (SIP) and School Report Card (SRC) Processes	Food ( Live- in/Hotel)		7 pax	7 X 1800 X 2 days=25,200	25,200.00	Meals (Breakfast, Lunch, Dinner and 2 snacks) with accommodation for 7 pax for 2 dayS
R. Abiera, E. Cabrera, M. Rasid	Conversion and Enhancement of Big books into Portable Document Format (Phase 1)	Food ( Live- out/Hotel)	May 24-26, 2023	29 pax	29 X 800 X 3 days=69,600	69,600.00	Breakfast, Lunch, A.M. & P.M. Snacks for 29 pax for 3 days
REGINA EMPESO & KARLA ANTONIO	Workshop on EPAGE Establish Partnership Agreements for GAD - focused Endeavors	Food ( Live- out/Hotel)	June 9, 2023	40 pax	40 X 800=32,000	32,000.00	Breakfast, Lunch, A.M. & P.M. Snacks for 40 pax for 1 day Provision of LED Wall
JOSEPH R. GEMINA	Development of Division Contingency Plan for Typhoon	Food (Live- out/Hotel)	June 13-15, 2023	11	11 X 1800 X 3 days = 59,400	59,400.00	Fullboard( Breakfast, Lunch, Dinner and 2 snacks) with accommodation for 11 Pax for 3 days Accommodation: Check-in: June 12, 2023 Check-out: June 15, 2023 Meals: First Meal: Dinner (June 12) Last Meal: PM Snacks (June 15)
				40	40 X 600 X 3 days=72,000	72,000.00	Meals (Lunch and 2 snacks) for 3 days
					TOTAL	2,051,200.00	

#### INCLUSION: FUNCTION HALL FOR 10 HOURS

#### SPECIFICATIONS:

\*Schedule of training might be moved/reschedule due to an avoidable circumstance provided the service provider/supplier will be informed 1 week before the training.

\*Number of Participants may vary in any activity provided that the total number of participants of the particular lot will not be changed.

\* FREE use of plenary function room that can accommodate the total number of pax for 12 hrs and break out sessions

\*Air-conditioned capability-function room

\* Free use of white board, marker and projector

\* Complete sound system with at least 2 wireless mic, audio out capable and w/ standby operator assistance (per room)

\*Venue must have strong internet connection

\* Provision of free tarpaulin for backdrop and free signage at the lobby and in the function room

\* Overflowing coffee, tea, milo and water during the entire duration of the activity

\* Observe social distancing and other IATF Guidelines

\* Maximum of 2 persons per room with separate beds

I hereby certify to comply with all the above Technical Specifications.

Name of Company

Signature over Printed Name

Date

#### LOT 3 – Meals for GAD Trainings ABC – Php 367,200.00

Process Owner	Activity Name	Food/Venue/ Accommodation	Date	No. of Pax	Budge	t	Remarks
DENNIS CHARL F. ANDALAJAO	Q2 Core and MEA Coordinators' Meeting (SY 2022-2023)	Food (Live-out/ 3rd Floor DepEd Conference Hall)	Feb-23	38 pax	38x400x1=15,200	15,200.00	AM Snacks and Lunch for 38 pax
DENNIS CHARL F. ANDALAJAO	Q2 Division Monitoring, Evaluation and Adjustment (SY 2022-2023)	Food (Live-out/ 3rd Floor DepEd Conference Hall)	March 8-10, 2023	54 pax	54x500x3= 81,000	81,000.00	AM Snacks, Lunch and PM Snacks for 54 pax for 3 days
RENANTE A. JUANILLO	Pagdiriwang ng Buwan ng Panitikan	Live-out (Govt)	April. 28, 2023	30 pax	30 X 500=15,000	15,000.00	Lunch and 2 snacks for 30 pax for 1 day
DENNIS CHARL F. ANDALAJAO	Q3 Core and MEA Coordinators' Meeting (SY 2022-2023)	Food (Live-out/ 3rd Floor DepEd Conference Hall)	April 7, 2023	38	38x400x1=15,200	15,200.00	AM Snacks and Lunch for 38 pax
DAN P. ALAR	Two-Day GAD Related Seminar- Workshop on Published Phil. Folkdances	Live-out (Govt)	April 27-28, 2023	69 pax	69 X 500 X 2 days = 69,000.00	69,000.00	Lunch and 2 snacks for 69 pax for 2 days
ARNOLD	Division Science and Technology		May E 2022	9 pax	9X500=4,500	4,500.00	Lunch and A.M. & P.M. Snacks for 1 day
JUNGCO	Fair	Live-out (Gov't)	May 5, 2023	121 pax	121 X 300=36,300	36,300.00	Lunch for 121 pax for 1 day
JENITH C. CABAJON	Annual Training workshop on Choir Conducting and Choir Singing with Music Directors/Teachers in Preparation for the Annual Division Choir Fest.	Food -Gov't	May 18-19, 2023	50 pax	50X500x2 days= 50,000	50,000.00	Lunch and 2 snacks for 2 days
DENNIS CHARL F. ANDALAJAO	Q3 Division Monitoring, Evaluation and Adjustment (SY 2022-2023)	Food (Live-out/ 3rd Floor DepEd Conference Hall)	May 29-31, 2023	54	54x500x3= 81,000	81,000.00	AM Snacks, Lunch and PM Snacks for 54 pax for 3 days

#### SPECIFICATIONS:

\*Schedule of training might be moved/reschedule due to an avoidable circumstances provided the service provider/supplier will be informed 1 week before the training.

\*Number of Participants may vary in any activity provided that the total number of participants of the particular lot will not be changed.

\* Flowing coffee or tea and water during the entire duration of the activity.

I hereby certify to comply with all the above Technical Specifications.

Name of Company

Signature over Printed Name

Date

## LOT 4 – Materials and Supplies for GAD Trainings ABC – Php 361,205.94

Stock/ Property No.	No. Unit Item Description		Quantity	Unit Cost	Total Cost
1	bottle	alcohol bottle spray (300 ml)	35	100.00	₱ 3,500.00
2	bottle	70% alcohol (500 ml)	11	100.00	₱ 1,100.00
3	bottle	70% solution, isopropyl, antiseptic hypoallergenic alcohol (500 ml)	13	150.00	₱ 1,950.00
4	bottle	alcohol (150 ml)	25	45.00	₱ 1,125.00
5	рс	load cards @ 100.00 (40 Globe & 65 Smart)	105	100.00	₱ 10,500.00
6	box	face mask - KN 95	5	200.00	₱ 1,000.00
7	рс	HDMI Adapter (Male HDMI to Female VGA)	2	600.00	₱ 1,200.00
8	рс	HDMI Cable - HDMI to HDMI (5 meters)	1	599.00	₱ 599.00
9	рс	Highlighter (yellow)	1	100.50	₱ 201.00
10	рс	wireless mouse	10	595.00	₱ 5,950.00
11	рс	Sign pen black	181	24.42	₱ 4,420.02
12	рс	sign pen, 0.5	2	24.06	₱ 48.12
13	рс	Sign pen, black, 0.5, retractable	42	50.00	₱ 2,100.00
14	рс	Sign pen, blue, 0.5, retractable	43	50.00	₱ 2,150.00
15	рс	Sign pen, red, 0.5, retractable	20	50.00	₱ 1,000.00
16	рс	Sign pen, black, 0.5	9	24.42	₱ 219.78
17	рс	Sign pen, blue, 0.5	4	24.42	₱ 97.68
18	рс	Sign pen, blue, ball point	30	30.00	₱ 900.00
19	рс	retractable ballpen 0.5mm (18-blue; 18 black; and 14 red)	50	25.00	₱ 1,250.00
20	pieces	notebook stenographer (80 leaves)	20	30.00	₱ 600.00
21	рс	notebook stenographer (30 leaves)	169	13.24	₱ 2,237.56
22	bottle	Brother ink (black)	3	450.00	₱ 1,350.00
23	bottle	Brother ink (yellow)	3	450.00	₱ 1,350.00
24	bottle	Brother ink (cyan)	3	450.00	₱ 1,350.00
25	bottle	Brother ink (magenta)	3	450.00	₱ 1,350.00
26	ream	book 80 (certificate paper- 500 sheets/ream)	5	600.00	₱ 3,000.00
27	ream	bookpaper GSM 85 Cream short/500s	10	520.00	₱ 5,200.00
28	ream	bookpaper GSM 85 Cream long/500s	10	605.00	₱ 6,050.00
29	ream	victory book paper, short, 8.5x11	7	350.00	₱ 2,450.00
30	ream	book paper, short subs. 20	20	192.50	₱ 3,850.00
31	ream	book paper, long subs. 20	20	242.00	₱ 4,840.00
32	ream	book 80, certificate paper, short	5	500.00	₱ 2,500.00
33	рс	Marker, permanent, blue, fine	14	35.00	₱ 490.00
34	рс	Marker, permanent, red, fine	14	35.00	₱ 490.00
35	рс	Marker, permanent, black, fine	37	35.00	₱ 1,295.00

36	рс	certificate frame short	150	150.00	₱ 22,500.00
37	pc	Certificate jacket short	500	50.00	₱ 25,000.00
38	рс	certificate holder short CH-3 8.5X11 in	50	35.00	₱ 1,750.00
39	pc	certificate holder with jacket, plastic, short	100	50.00	₱ 5,000.00
40	pc	certificate holder, plastic, 8x11 1/2	100	60.00	₱ 6,000.00
41	pc	brown envelope	2000	5.00	₱ 10,000.00
42	box	envelope, expanding	2	738.40	₱ 1,476.80
		envelop, expanding, kraft, legal, 100 pcs. Per			₱ 745.05
43 44	box	box Ring binder for folder (blue) long	1 20	745.05 300.00	₱ 6,000.00
	pc	paper, multi-purpose, short 70gsm, 500s		190.00	₽ 2,660.00
45	ream	bond paper, long	14		₱ 573.18
46	ream	short bond paper 8.5x11	2	286.59	₽ 2,850.00
47	ream		15	190.00	₽ 2,830:00
48	ream	paper, multi-purpose, legal 70gsm, 500s	1	225.00	
49	рс	ballpoint pen, black	73	7.20	₱ 525.60
50	рс	ballpoint pen, blue ballpen, retractable 0.5mm (18-blue; 18 black;	90	6.00	₱ 540.00
51	рс	and 14 red)	50	25.00	₱ 1,250.00
52	roll	tape, transparent, 48 mm	3	22.57	₱ 67.71
53	рс	CLEARBOOK, 20 Transparent pockets, Legal	20	36.36	₱ 727.20
54	bottle	EPSON Ink 003 black, Genuine	22	350.00	₱ 7,700.00
55	bottle	EPSON 003 yellow, Genuine	20	350.00	₱ 7,000.00
56	bottle	EPSON 003 cyan, Genuine	20	350.00	₱7,000.00
57	bottle	EPSON 003 magenta, Genuine	12	350.00	₱ 4,200.00
58	рс	keyboard USB, connection type	1	420.00	₱ 420.00
59	pc	puncher, paper, heavy duty	1	150.80	₱ 150.80
60	bottle	oil for reflexology (olive oil/coconut oil)	25	25.00	₱ 625.00
61	pc	hand towels	50	21.00	₱ 1,050.00
62	bottle	cuticle remover	25	10.00	₱ 250.00
63	bottle	cuticle tint	25	10.00	₱ 250.00
64	bottle	nail polish	25	30.00	₱ 750.00
65	pc	pusher	25	20.00	₱ 500.00
66	set	nipper set (w/nail cutter and nail scissors)	25	95.00	₽ 2,375.00
67	pack	nail file	3	40.00	₱ 120.00
68	раск	foot file	25	25.00	₱ 625.00
69	pc	nail brush	25	10.00	₱ 250.00
70	pack	cotton (balls)	25	19.00	₽ 475.00
70	· ·	manicure tray	25	30.00	₱ 750.00
72	pc pc	UNO Kiddie Armchair	1	350.00	₱ 350.00
73	pc pc	folder, white, long	60	5.25	₱ 315.00
	pc box		2		₱ 1,600.00
74	box	Immuno pro Vitamins vitamins (ascorbic acid, sodium ascorbate		800.00	
75	box	500 mg), 15 tab per box	10	150.00	₱ 1,500.00
76	unit	External hard drive, 1TB	1	2,533.00	₱ 2,533.00
77	box	Mouse, USB Connection Type	1	210.00	₱ 210.00

TOTAL ABC						
96	dozen	medals (30G, 30S, 30B)	90	48.00	₱ 4,320.00	
95	рс	medals (14G, 14S, 13B)	41	48.13	₱ 1,973.33	
94	unit	Rotator Fan 16SS (Electric fan)	2	1,980.00	₱ 3,960.00	
93	unit	Printer 3in1(print, scan, copy) A4	5	10,000.00	₱ 50,000.00	
92	unit	TABLET 10.4" display - specs: cellular & wireless connectivity; 128 GB RAM; Kirin 810 processor; 2xCortex-A76 2.27 GHz + 6xCortex-A55 1.88 GHz; EMUI 10.1 (based on Android 10.0); 4GB RAM, 64 GB ROM; 7,250 mAh (typ.) battery capacity; inbox charger supports 5V/2A; WLAN, Bluetooth 5.1, PC data synchronization, OTG, Type-C, USB 2; wireless screen projection	1	14,388.00	₱ 14,388.00	
91	box	Pencil, lead with eraser, 12 pcs. Per box	7	24.00	₱ 168.00	
90	рс	paper bags	12	50.00	₱ 600.00	
89	рс	bath towel	12	600.00	₱ 7,200.00	
88	pcs	record book, 500 leaves	20	224.00	₱ 4,480.00	
87	ream	construction paper, long	15	348.00	₱ 5,220.00	
86	bot	water bottle (thermal pref Aqua Flask)	6	600.00	₱ 3,600.00	
85	рс	trophies (third prize)	8	250.00	₱ 2,000.00	
84	рс	trophies (second prize)	8	300.00	₱ 2,400.00	
83	рс	trophies (First prize)	8	444.14	₱ 3,553.12	
82	рс	pump for balloons	1	300.00	₱ 300.00	
81	pc	metallic balloons	3	200.00	₱ 600.00	
80	рс	Steel music stand	1	4,773.19	₱ 4,773.19	
79	рс	paper clip, vinyl type, plastic coated 50 mm.	3	13.78	₱ 41.34	
78	box	paper clip, vinyl type, plastic coated 33 mm.	3	8.82	₱ 26.46	

I hereby certify to comply with all the above Technical Specifications.

Name of Company

Signature over Printed Name

Date

## Section VIII. Checklist of Technical and Financial Documents

## Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

## **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

#### Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- $\Box$  (f) 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**
- □ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- □ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

#### <u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- □ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; 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 prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

#### <u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### Class "B" Documents

 $\Box$  (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

#### <u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (m) [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.
- □ (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

#### **II. FINANCIAL COMPONENT ENVELOPE**

- $\Box$  (a) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
- $\Box$  (b) Original of duly signed and accomplished Price Schedule(s).

# Sample Forms

- BID FORM FOR THE PROCUREMENT OF GOODS
- PRICE SCHEDULE FOR GOODS
- OMNIBUS SWORN STATEMENT (REVISED)
- BID SECURING DECLARATION FORM
- COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)
- STATEMENT/LIST OF ALL ON-GOING GOVERNMENT & PRIVATE INCLUDING PROJECTS AWARDED BUT NOT YET STARTED
- STATEMENT/LIST OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID
- GUIDE FOR SEALING AND MARKING OF BIDS

#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

#### **BID FORM**

Date : \_\_\_\_\_ Project Identification No. : \_\_\_\_\_

*To:* [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None") ]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

#### Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines

Name of Bidder					Projec	et ID No		Page	_of
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXWp er item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8 )	Total Price delivered Final Destination (col 9) x (col 4)

Name:

Legal Capacity:

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

Duly authorized to sign the Bid for and behalf of:

### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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

#### AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. <u>In case advance payment was made or given, failure to perform or deliver any of the</u> obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.</u>

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]

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

#### **Bid Securing Declaration Form**

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

#### BID SECURING DECLARATION Project Identification No.: *[Insert number]*

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

#### [Jurat]

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

#### COMPANY LOGO

#### COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

Where: K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

	AMOUNT
CURRENT ASSETS	
MINUS: CURRENT LIABILITIES	
Sub-Total	
Multiplied by the value of K	
Sub-Total	
Minus the value of ON-GOING / OUTSTANDING CONTRACTS	
NFCC	

Submitted by:

Name of Supplier / Distributor / Manufacturer

Printed Name & Signature of Authorized Representative List of All On-going Government and Private Contracts Including Contracts Awarded but not yet Started

ess:
Addr
Business

Target Date of Delivery				
Value of Outstanding Contract				
Contract Amount				TOTAL
Kinds of Goods / Services				
Date of ContractContractOwner's Name and Address				
Contract Duration				
Date of Contract				
Title / Name of Contract				

Note: This statement shall be accompanied with:

1. Notice of Award and/or Contract

2. Notice to Proceed issued by the owner or

3. Certificate of Accomplishment signed by the owner

Submitted by:

**Printed Name and Signature** 

Position / Designation Date:

.

List of Single Largest Completed Contract (SLCC) Which is Similar to the Contract to be Bid

Business Name:

Iess:
Add
usiness
щ

Title / Name of Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kind of Goods / Services	Amount of Completed Contract	Date of Delivery
Government						
Private						
				TOTAL		

Note: This statement shall be accompanied with:

1. Contract and/or

2. Certificate of Completion or 3. Certificate of Final Inspection / Acceptance

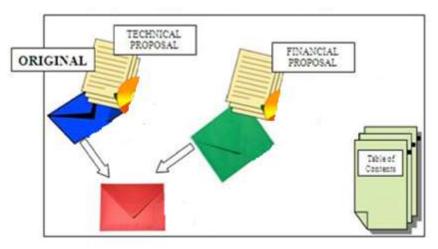
Submitted by:

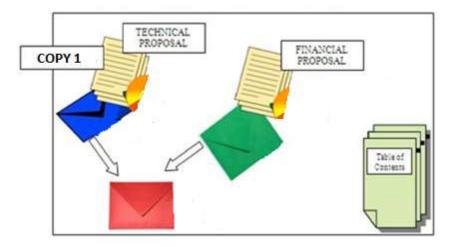
**Printed Name and Signature** 

Position / Designation Date:

58

## **GUIDE FOR SEALING AND MARKING OF BIDS**







ORIGINAL / COPY NO. 1

[BIDDER'S COMPANY NAME] [COMPANY'S OFFICE ADDRESS] PUBLIC BIDDING: [PROJECT TITLE] BIDDING FOR [Lot no.]:[item description] (if applicable)

> THE CHAIRPERSON BIDS AND AWARDS COMMITTEE DEPARTMENT OF EDUCATION SCHOOLS DIVISION OF NEGROS ORIENTAL [VENUE OF BID OPENING]

DO NOT OPEN BEFORE [Insert TIME AND DATE OF BID OPENING]

