

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT AND DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS OF DEPED REGION VIII FY 2025 (EARLY PROCUREMENT ACTIVITY)

Government of the Republic of the Philippines

Sixth Edition

August 2020

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Education
 REGION VIII - EASTERN VISAYAS

INVITATION TO BID

PROCUREMENT AND DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS OF DEPED REGION VIII FY 2025 (EARLY PROCUREMENT ACTIVITY)

1. The Department of Education Regional Office VIII, through **GENERAL APPROPRIATIONS ACT CY 2025** intends to apply the sum **Twenty-Four Million Nine Hundred Sixty-Four Thousand Five Hundred Pesos Only (P24,964,500.00)** being the **Approved Budget for the Contract (ABC)** for the **PROCUREMENT AND DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS OF DEPED REGION VIII FY 2025 (EARLY PROCUREMENT ACTIVITY)**. Bids received in excess of the ABC shall automatically be rejected in accordance with Sec. 31.1 of the Revised IRR of RA 9184 at bid opening.

QTY	UNIT	TITLE OF ACTIVITY	BID DOCS PRICE																								
1,513	Units	PROCUREMENT AND DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS OF DEPED REGION VIII FY 2025 (EARLY PROCUREMENT ACTIVITY)	₱25,000.00																								
		<table border="1"> <thead> <tr> <th>PARTICULARS</th> <th>MINIMUM TECHNICAL SPECIFICATIONS</th> </tr> </thead> <tbody> <tr> <td>NTC Approval</td> <td>▪ Must be NTC type approved with matching unique product serial number / grant of equipment conformity</td> </tr> <tr> <td>Model creation</td> <td>▪ The tablet model must have been created recently, at most three (3) years from the date of the opening of the bid</td> </tr> <tr> <td>Processor</td> <td>▪ Geekbench 6 Android Benchmark Multi-Core Score of at least 2500¹</td> </tr> <tr> <td>Memory</td> <td>▪ At least 6GB RAM</td> </tr> <tr> <td>Storage</td> <td>▪ At least 128GB internal</td> </tr> <tr> <td>SD Card Support</td> <td>▪ MicroSD</td> </tr> <tr> <td>Battery Capacity</td> <td>▪ At least 5,000 mAh</td> </tr> <tr> <td>Battery Type</td> <td>▪ Li-Polymer (Lithium Polymer) or better</td> </tr> <tr> <td>Screen Size</td> <td>▪ Minimum 10" in HD LCD Display</td> </tr> <tr> <td>Camera Front</td> <td>▪ At least 5.0 MP Fixed Focus</td> </tr> <tr> <td>Camera Rear</td> <td>▪ At least 8.0 MP Auto-Focus</td> </tr> </tbody> </table>	PARTICULARS	MINIMUM TECHNICAL SPECIFICATIONS	NTC Approval	▪ Must be NTC type approved with matching unique product serial number / grant of equipment conformity	Model creation	▪ The tablet model must have been created recently, at most three (3) years from the date of the opening of the bid	Processor	▪ Geekbench 6 Android Benchmark Multi-Core Score of at least 2500 ¹	Memory	▪ At least 6GB RAM	Storage	▪ At least 128GB internal	SD Card Support	▪ MicroSD	Battery Capacity	▪ At least 5,000 mAh	Battery Type	▪ Li-Polymer (Lithium Polymer) or better	Screen Size	▪ Minimum 10" in HD LCD Display	Camera Front	▪ At least 5.0 MP Fixed Focus	Camera Rear	▪ At least 8.0 MP Auto-Focus	
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QTY	UNIT	TITLE OF ACTIVITY	BID DOCS PRICE
		Charging / Data Transfer Port	▪ Type-C USB 2.0 or higher
		Audio Port	▪ At least 3.5mm Stereo
		Network	▪ - 802.11b/g/n: Wi-Fi 4 ▪ - 802.11ac: Wi-Fi 5 ▪ - 802.11ax: Wi-Fi 6
		Bluetooth	▪ Minimum Bluetooth 5.0
		GPS	▪ Built-in support
		Sim Card Slot	▪ Nano Sim
REFER TO SECTION VII for FULL REQUIREMENTS			

Important Note/s:

- 1.1. The bidder must provide brochure of the tablet offered during the Opening of Bids.
- 1.2. Winning Bidder must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Curriculum and Learning Management Division (CLMD) (Proponent), to discuss guidelines of the program, delivery schedule(s), and the expectation/s between both parties, Contact No. (053) 832-5738, E-mail address: clmd.region8@deped.gov.ph.
- 1.3. Goods shall be delivered and inspected within Ninety (90) calendar days from the receipt of NTP by the winning bidder.

2. The Department of Education, Regional Office VIII now invites bids for the **PROCUREMENT AND DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS OF DEPED REGION VIII FY 2025 (EARLY PROCUREMENT ACTIVITY)**. Bidders should have completed, within the last Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the Department of Education Regional Office VIII and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m.

5. A complete set of **Bidding Documents may be acquired by the interested bidders on the day it is published in PhilGEPS, in** DepEd Regional Office No. VIII, BAC Secretariat, located at Government Center, Candahug, Palo, Leyte, and

DepEd Regional Office No. VIII website, region8.deped.gov.ph. and upon payment of the applicable fee for Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **TWENTY-FIVE THOUSAND PESOS (Php25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person to **the DepEd Regional Office No. VIII Cashier**.

Prospective bidders who intend to **purchase the bidding documents through online banking**, deposit may be done through:

PHILIPPINE VETERANS BANK

Account Name: DepEd RO 8

No.	Fund	Account Number
1.	SEMINAR	0025-0000097

A scanned copy of the deposit slip together with the **accomplished Bidders Information Sheet shall be sent** to the **BAC Secretariat** (bac.region8@deped.gov.ph), and the official payment receipt with the Bid Documents shall be sent to the bidder through email.

Bidding Documents may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided Bidders shall pay the non-refundable fee for the Bidding Documents.

6. The Department of Education Regional Office VIII will hold a **Pre-Bid Conference** on **NOVEMBER 26, 2024, 2:00 PM** at the **DepEd Regional Office VIII, Candahug, Palo, Leyte**, through video conferencing via **MICROSOFT TEAMS**, which shall be open to prospective bidders. Physical appearance is also allowed.

7. **Bids must be received by the BAC Secretariat, DepEd Regional Office VIII, Candahug, Palo, Leyte 6501** either through manual/physical submission or through courier **on or before 10:00 a.m. of DECEMBER 9, 2024**. Late Bids shall not be accepted.

8. **All bids must be accompanied by a Bid Securing Declaration, or any form of Bid Security** and amount indicated in ITB Clause 14.

9. **Bid opening** shall be on **DECEMBER 9, 2024, 10:15 AM** at the **DepEd Regional Office VIII, Candahug, Palo, Leyte**.

10. Participants are informed that the **Pre-Bid Conference and Opening of Bids shall be broadcasted**/shared to prospective bidders who wish to attend the said procurement activities online, **via Microsoft Teams**. Hence, **interested bidders shall provide** the BAC Secretariat (bac.region8@deped.gov.ph) **their respective Gmail addresses at least one (1) day before, so that they can join the procurement videoconference(s)**. Physical appearance is also allowed.

ACTIVITY	DATE & TIME OF CONDUCT	VENUE
Pre-Bid Conference	NOVEMBER 26, 2024 2:00 PM	DepEd Regional Office VIII,
Opening of Bids	DECEMBER 9, 2024 10:15 AM	

		Candahug, Palo, Leyte
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11. The Department of Education, Regional Office VIII reserves the right to reject any and all bids, declare a failure of bidding, or not award a contract at any time prior to contract award, in accordance with Section 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:

RACHEL R. CUEVAS

Head, BAC Secretariat

DepEd Regional Office VIII

Government Center, Candahug, Palo, Leyte

Tel. No. (053) 832-5738

E-Mail: bac.region8@deped.gov.ph

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OIC-Chief, CLMD
End User / Proponent

Approved:

(SGD) RONELO AL K. FIRMO CESO IV
Assistant Regional Director
BAC Chairman

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 Regional Office VIII** wishes to receive Bids for the **PROCUREMENT AND DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS OF DEPED REGION VIII FY 2025 (EARLY PROCUREMENT ACTIVITY)** with identification number *PR No. 2024-10-0956*.

The Procurement Project **is composed of One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding with the amount **Twenty Million Three Hundred Twenty-Five Thousand Pesos Only (₱20,325,000.00)**.

2.2. The source of funding is:

a. GENERAL APPROPRIATIONS ACT CY 2025

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 exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA 9184, the bidder shall have, within the last five (5) years from the date of submission and receipt of bids, a Single Largest Completed Contract (SLCC) that is at least one (1) contract similar to the project of 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 Procuring Entity has prescribed that:

- a. **Subcontracting is NOT allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference through videoconferencing for this Project on the specified date and time 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 the last five (5) years from the date of submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 within **One Hundred Twenty (120) Calendar Days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

15. Sealing and Marking of Bids

Number of copies of the Bid to be submitted:

Each Bidder shall submit a Mother Envelope containing two (2) sets of documents – one (1) for the Technical Component which will comprise Original, Copy 1, and Copy 2 Eligibility and Technical Documents, and one (1) for the Financial Component which will also comprise Original, Copy 1, and Copy 2.

Failure to submit the required originals of the Technical Component Documents is ground for rejection or disqualification of the bids.

Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bid(s).

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its **manual/physical submission or through courier** to the address 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 through videoconferencing at the time, on the date, and at the place specified in paragraph 7 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The

BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items grouped into one (1) lot.

- 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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Tablet, Laptops, Computers</p> <p>b. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA 9184, the bidder shall have, within the last five (5) years from the date of submission and receipt of bids, a Single Largest Completed Contract (SLCC) that is at least one (1) contract similar to the project of the value of which adjusted to current prices using the PSA's CPI, must be at least equivalent to:</p> <p style="margin-left: 40px;">➤ For the procurement of Non-Expendable Supplies and Services: <i>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</i></p>
7.1	Sub-contracting is NOT allowed.
12	The price of the Goods shall be quoted DDP <i>Department of Education Regional Office VIII, Candahug, Palo, Leyte 6501</i> , or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>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</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.</p>
15	<p>“SEALING AND MARKING OF BIDS”</p> <p>Each Bidder shall submit a Mother Envelope containing two (2) sets of documents – one (1) for the Technical Component which will comprise Original, Copy 1, and Copy 2 Eligibility and Technical Documents, and one (1) for the Financial Component which will also comprise Original, Copy 1, and Copy 2.</p> <div style="text-align: center;"> </div>

	<p>Failure to submit the required originals of the Technical Component documents and the required originals of the Financial Component documents is a ground for rejection or disqualification of the bid(s).</p> <p>Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bids.</p> <p>Original copies of the PhilGEPS Registration Certificate (Platinum Membership), SEC/DTI/CDA Registration Certificate, Mayor’s or Business Permit, Tax Clearance and Audited Financial Statements may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).</p>
19.3	<p>The Procurement is intended for:</p> <p>PROCUREMENT OF PROCUREMENT AND DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS OF DEPED REGION VIII FY 2025 (EARLY PROCUREMENT ACTIVITY)</p> <p><i>REFER TO SECTION VII FOR FULL DETAILS</i></p>
20	<p>“Post Qualification”</p> <p>To facilitate the post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, the documents required in Section II. ITB 20 in a separate envelope as follows:</p> <ol style="list-style-type: none"> 1. Latest income and business tax returns: Printed copies of the Electronically Filed Income Tax/Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/ tax year from the authorized agent bank; 2. In addition to the documentary requirements to be submitted during the post-qualification under ITB Clause 20, the bidder having the Lowest Calculated Bid shall submit sample item (s) /unit (s) for all the items offered. However, the bidder may provide a sample of better or superior quality, which, if accepted, shall be the reference for award, contract and eventual delivery. These samples shall be subjected to evaluation during the post-qualification to determine compliance of the said bid to the Procuring Entity’s technical specifications. 3. Failure of the samples to meet the procuring Entity’s specifications shall be a ground for disqualification of the bidder. <p>Only Tax returns filed and taxes paid through the BIR electronic Filing and Payment System (EFPS) shall be accepted.</p>

	<p>The envelope shall be marked:</p> <p>ITB 20 Documents</p> <p>Name of Project: PROCUREMENT OF PROCUREMENT AND DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS OF DEPED REGION VIII FY 2025 (EARLY PROCUREMENT ACTIVITY)</p> <p>Bid Opening Date: _____</p> <p>Name of Bidder: _____</p>
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

4. Inspection and Tests

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

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

5. Warranty

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered Department of Education Regional Office VIII, Government Center, Candahug, Palo, Leyte, In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. JOY B. BIHAG, Head, CLMD – LRMS.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods. b. furnishing of tools required for assembly and/or maintenance of the supplied Goods. c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The Head of the Procuring Entity (HoPE) shall allow partial payment for partial accomplishments corresponding to the percentage of goods delivered. On the other hand, liquidated damages as provided for under the IRR of RA 9184 be imposed on works beyond the specified contract period, inclusive of duly granted time extension, if any.</p>
4	<p>The inspections and tests that will be conducted are: <i>[Required during the Pre-Inspection activity for the product samples.</i></p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

LOCATION : To be delivered to the Schools Division Offices

DURATION : Ninety (90) Calendar Days

QTY	UNIT	TITLE OF ACTIVITY	BID DOCS PRICE																																				
1,513	<i>Units</i>	<p>PROCUREMENT AND DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS OF DEPED REGION VIII FY 2025 (EARLY PROCUREMENT ACTIVITY)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">PARTICULARS</th> <th style="text-align: center;">MINIMUM TECHNICAL SPECIFICATIONS</th> </tr> </thead> <tbody> <tr> <td>NTC Approval</td> <td>▪ Must be NTC type approved with matching unique product serial number / grant of equipment conformity</td> </tr> <tr> <td>Model creation</td> <td>▪ The tablet model must have been created recently, at most three (3) years from the date of the opening of the bid</td> </tr> <tr> <td>Processor</td> <td>▪ Geekbench 6 Android Benchmark Multi-Core Score of at least 2500¹</td> </tr> <tr> <td>Memory</td> <td>▪ At least 6GB RAM</td> </tr> <tr> <td>Storage</td> <td>▪ At least 128GB internal</td> </tr> <tr> <td>SD Card Support</td> <td>▪ MicroSD</td> </tr> <tr> <td>Battery Capacity</td> <td>▪ At least 5,000 mAh</td> </tr> <tr> <td>Battery Type</td> <td>▪ Li-Polymer (Lithium Polymer) or better</td> </tr> <tr> <td>Screen Size</td> <td>▪ Minimum 10" in HD LCD Display</td> </tr> <tr> <td>Camera Front</td> <td>▪ At least 5.0 MP Fixed Focus</td> </tr> <tr> <td>Camera Rear</td> <td>▪ At least 8.0 MP Auto-Focus</td> </tr> <tr> <td>Charging / Data Transfer Port</td> <td>▪ Type-C USB 2.0 or higher</td> </tr> <tr> <td>Audio Port</td> <td>▪ At least 3.5mm Stereo</td> </tr> <tr> <td>Network</td> <td>▪ - 802.11b/g/n: Wi-Fi 4 ▪ - 802.11ac: Wi-Fi 5 ▪ - 802.11ax: Wi-Fi 6</td> </tr> <tr> <td>Bluetooth</td> <td>▪ Minimum Bluetooth 5.0</td> </tr> <tr> <td>GPS</td> <td>▪ Built-in support</td> </tr> <tr> <td>Sim Card Slot</td> <td>▪ Nano Sim</td> </tr> </tbody> </table>	PARTICULARS	MINIMUM TECHNICAL SPECIFICATIONS	NTC Approval	▪ Must be NTC type approved with matching unique product serial number / grant of equipment conformity	Model creation	▪ The tablet model must have been created recently, at most three (3) years from the date of the opening of the bid	Processor	▪ Geekbench 6 Android Benchmark Multi-Core Score of at least 2500 ¹	Memory	▪ At least 6GB RAM	Storage	▪ At least 128GB internal	SD Card Support	▪ MicroSD	Battery Capacity	▪ At least 5,000 mAh	Battery Type	▪ Li-Polymer (Lithium Polymer) or better	Screen Size	▪ Minimum 10" in HD LCD Display	Camera Front	▪ At least 5.0 MP Fixed Focus	Camera Rear	▪ At least 8.0 MP Auto-Focus	Charging / Data Transfer Port	▪ Type-C USB 2.0 or higher	Audio Port	▪ At least 3.5mm Stereo	Network	▪ - 802.11b/g/n: Wi-Fi 4 ▪ - 802.11ac: Wi-Fi 5 ▪ - 802.11ax: Wi-Fi 6	Bluetooth	▪ Minimum Bluetooth 5.0	GPS	▪ Built-in support	Sim Card Slot	▪ Nano Sim	₱25,000.00
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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

QTY	UNIT	TITLE OF ACTIVITY	COMPLY? (YES/NO)
1,513	<i>Units</i>	PROCUREMENT AND DELIVERY OF TABLETS FOR ALTERNATIVE DELIVERY MODE (ADM) LEARNERS OF DEPED REGION VIII FY 2025 (EARLY PROCUREMENT ACTIVITY)	

PARTICULARS	MINIMUM TECHNICAL SPECIFICATIONS	COMPLY? (YES / NO)
NTC Approval	<ul style="list-style-type: none"> ▪ Must be NTC type approved with matching unique product serial number / grant of equipment conformity 	▪
Model creation	<ul style="list-style-type: none"> ▪ The tablet model must have been created recently, at most three (3) years from the date of the opening of the bid 	▪
Processor	<ul style="list-style-type: none"> ▪ Geekbench 6 Android Benchmark Multi-Core Score of at least 2500¹ 	▪
Memory	<ul style="list-style-type: none"> ▪ At least 6GB RAM 	▪
Storage	<ul style="list-style-type: none"> ▪ At least 128GB internal 	▪
SD Card Support	<ul style="list-style-type: none"> ▪ MicroSD 	▪
Battery Capacity	<ul style="list-style-type: none"> ▪ At least 5,000 mAh 	▪
Battery Type	<ul style="list-style-type: none"> ▪ Li-Polymer (Lithium Polymer) or better 	▪
Screen Size	<ul style="list-style-type: none"> ▪ Minimum 10" in HD LCD Display 	▪
Camera Front	<ul style="list-style-type: none"> ▪ At least 5.0 MP Fixed Focus 	▪
Camera Rear	<ul style="list-style-type: none"> ▪ At least 8.0 MP Auto-Focus 	▪
Charging / Data Transfer Port	<ul style="list-style-type: none"> ▪ Type-C USB 2.0 or higher 	▪
Audio Port	<ul style="list-style-type: none"> ▪ At least 3.5mm Stereo 	▪
Network	<ul style="list-style-type: none"> ▪ - 802.11b/g/n: Wi-Fi 4 ▪ - 802.11ac: Wi-Fi 5 ▪ - 802.11ax: Wi-Fi 6 	▪
Bluetooth	<ul style="list-style-type: none"> ▪ Minimum Bluetooth 5.0 	▪
GPS	<ul style="list-style-type: none"> ▪ Built-in support 	▪
Sim Card Slot	<ul style="list-style-type: none"> ▪ Nano Sim 	▪

ON BRAND

SPEC	VALUE
Standards certifications	Bidders must submit supporting documents from the brand manufacturer to validate that the latter is: - ISO 9001:2015 (Quality Management System) certified - ISO 14001:2015 (Environmental Management System) certified.
Authorized dealer	Bidders must submit supporting documents to establish that the latter is an authorized reseller of the brand manufacturer and hold a Certificate of Dealership for the brand quoted.
Global quality	Bidders must submit supporting documents from the brand manufacturer to validate that the brand (a) has existed for at least three (3) years; and (b) maintains physical offices, service centers, or distribution hubs in at least five (5) countries other than the Philippines, with at least one (1) country from North America, one (1) country from Western Europe, and one (1) country from Asia-Pacific.
International warranty	Bidders must submit supporting documents from the brand manufacturer to validate that the brand maintains service centers from the locations previously specified (i.e. global quality) that exist for the purpose of facilitating warranty claims and technical assistance.
Comprehensive global review	<p>Bidders must submit at least five (5) active URLs of positive, technical reviews published, representing every year in the last three (3) years (from the time of bid submission), of any model of the brand manufacturer's tablet line from at least five (5) different review sites of the ten (10) sites enumerated below:</p> <ol style="list-style-type: none">1. tomguide.com2. arstechnica.com3. wirecutter.com4. engadget.com5. laptopmag.com6. cnet.com7. notebookcheck.net8. anandtech.com9. theverge.com10. At least one Philippine-based site (e.g. yugatech.com, unbox.ph, noyepgeek.com, etc.) <p>Technical review, for purposes of the above paragraph, shall refer to written commentary on actual performance and industry-based benchmarking of a brand manufacturer's tablet as opposed to a mere marketing spiel.</p> <p>In the absence of an active URL, a reference to the original URL via https://web.archive.org shall be allowed.</p>
DepEd branding	The brand manufacturer must support custom branding options by enabling the display of the DepEd logo during system startup and having the same logo embossed on the back part of the tablet.

ON SOFTWARE

Operating system

1. The tablet must run an Android-based operating system that is actively supported by the manufacturer, including the provision of regular security and feature updates.
2. For recently manufactured models, proof of active support may be demonstrated through the manufacturer's update policy for other tablets of the same brand.
3. The tablet must:
 - a. Be capable of being updated to the latest version of the Android-based operating system available at the time of the opening of the bid.
 - b. If the tablet does not ship with the most recent version, the base Android version (as shown in the System Information panel) must not be more than two (2) versions behind the current latest Android release at the time of the opening of the bid.
 - c. Example: If the latest Android version is 15 as of October 7, 2024, qualifying systems must have a base Android version of 13, 14, or 15.

Mobile Device Management

1. The device must have any available mobile device management software which shall allow whitelisting of applications to be installed.
2. Device user must have no control to install or deactivate the MDM software.
3. Division IT Officers and Project Development Officers must be provided by the supplier with proper training, as well as training kits, on the usage and admin panel of the MDM software with no additional cost, as may be scheduled on a per region basis by the Regional IT Officer within the delivery timeline of the tablets.
4. This provision seeks to address the lack of control and monitoring mechanism on other devices (i.e., laptops) deployed in the public schools.

App ecosystem

The operating system must offer access to a well-established marketplace of apps, ensuring compatibility with a wide range of educational and productivity applications.

The marketplace of apps must allow the download of at least five (5) apps, at their most latest version, from the menu itemized below, at the time of the opening of the bid:

- | | |
|---------------------------------|----------------------|
| 1. YouTube | 6. Prodigy Math Game |
| 2. Khan Academy | 7. Scratch |
| 3. Duolingo | 8. Hopscotch |
| 4. Minecraft: Education Edition | 9. Tynker |
| 5. Google Classroom | 10. ChatGPT |

ON ACCESSORIES

Spec	Value
Manual	English language
Power	Device Charger (Type - C)
	Compatible with Philippine standard electrical outlets
Headset	Either regular earphones or over-the-ear headphones
	3.5mm standard audio jack
	Built-in microphone
Keyboard	Bluetooth Keyboard usable with the associated device
Tablet Case	Must fit the associated device and have a pocket for the keyboard

Important Note/s:

- 1.1. The bidder must provide brochure of the tablet offered during the Opening of Bids.
- 1.2. Winning Bidder must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Curriculum and Learning Management Division (CLMD) (Proponent), to discuss guidelines of the program, delivery schedule(s), and the expectation/s between both parties, Contact No. (053) 832-5738, E-mail address: clmd.region8@deped.gov.ph.
- 1.3. Goods shall be delivered and inspected within Ninety (90) calendar days from the receipt of NTP by the winning bidder.

I hereby certify that the Statement of Compliance to the foregoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Bidder : _____

Name of Authorized Representative : _____

Signature of Authorized Representative : _____



Republic of the Philippines
Department of Education
 REGION VIII - EASTERN VISAYAS

LIST OF NIGHT HIGH SCHOOLS (NIHS) AND CALAMITY-PRONE SCHOOLS AND NUMBER OF ALTERNATIVE DELIVERY MODES (ADM) TABLETS ALLOCATION

School	Division	Number of ADM Tablets
Baybay City National Night HS	Baybay City	196
Naval NiHS	Biliran	164
Alangalang NiHS	Leyte	54
Calbayog City NiHS	Calbayog	110
Ormoc City NiHS	Ormoc City	296
Tacloban City NiHS	Tacloban City	196
*Total Tablets for NiHS		1016
<i>To be identified by the SDO</i>	Baybay City	10
<i>To be identified by the SDO</i>	Biliran	27
<i>To be identified by the SDO</i>	Borongan City	10
<i>To be identified by the SDO</i>	Calbayog City	10
<i>To be identified by the SDO</i>	Catbalogan City	10
<i>To be identified by the SDO</i>	Eastern Samar	80
<i>To be identified by the SDO</i>	Leyte	80
<i>To be identified by the SDO</i>	Maasin City	10
<i>To be identified by the SDO</i>	Northern Samar	80
<i>To be identified by the SDO</i>	Ormoc City	10
<i>To be identified by the SDO</i>	Samar	80
<i>To be identified by the SDO</i>	Southern Leyte	80
<i>To be identified by the SDO</i>	Tacloban City	10
Total Tablets for Calamity-prone Schools		497
GRAND TOTAL		1513

*Based on the Enrolment of NiHS for SY 2024-2025

Prepared by:

RYAN R. TIU
 ETS

Noted:

GERTRUDES C. MABUTIN EdD
 OIC-Chief, CLMD



Address: Government Center, Candahug, Palo, Leyte
 Telephone No.: (053) 832-5738
 Email Address: region8@deped.gov.ph
 Website: region8.deped.gov.ph

Page 1 of 1



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. CONTENTS OF BID PROPOSAL

- One (1) sealed envelope marked "ORIGINAL Technical & Financial components"
- One (1) sealed envelope marked "COPY-1 of Technical & Financial components"
- One (1) sealed envelope marked "COPY-2 of Technical & Financial components"

II. 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

- (b) 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**
- (c) 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**
- (d) 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**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

III. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s)

Annex – Bidding Forms

(GOODS)

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Bid Form

Date: _____

Invitation to Bid² N^o: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 14 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:³

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 14 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the*

² If ADB, JICA and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JICA or WB.

Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered from Abroad

Name of Bidder _____ . Invitation to Bid⁴ Number _____. Page _____ of ____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁴ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered from Within the Philippines

Name of Bidder _____, Invitation to Bid⁵ Number ____ Page
 _____ of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance 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)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁵ If ADB, JICA and WB funded projects, use IFB.

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between **DEPARTMENT OF EDUCATION REGIONAL OFFICE VIII**, represented by **DR. EVELYN R. FETALVERO, CESO IV**, in her capacity as the **REGIONAL DIRECTOR** of the **DEPED RO VIII**, hereinafter referred to as the **“Entity”** and of

_____ of
(Name of the Supplier)

hereinafter called

(Address of the Supplier)

“the Supplier” of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly

_____ *(Title of the Project)*

and has accepted a Bid by the Supplier for the supply of those goods and services in the _____ sum of **Philippine Pesos**

_____ *(Amount in Words)*

(PhP _____) only, hereinafter called “the Contract Price”.

(Amount in Figure)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the

Proprietor

EVELYN R. FETALVERO, CESO IV
Regional Director

bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

1. In consideration for the sum of **Philippine Pesos**

(Amount in Words)

(PhP _____) only or such other sums as may be ascertained,

_____, agrees to

_____ in accordance with his/her/its Bid.

- 4. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby enters into a covenant with the Entity to execute and complete the Works within a period _____ **CALENDAR DAYS** in conformity with the provisions of this Contract in all respects, and in accordance with governing laws, rules and regulations;
- 5. The Head of the Procuring Entity (HoPE), **DR. EVELYN R. FETALVERO, CESO IV**, in her capacity as the **REGIONAL DIRECTOR** of the **DEPED RO VIII**, agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

EVELYN R. FETALVERO, CESO IV

Regional Director
Head of the Procuring Entity (HoPE)

Proprietor

SIGNED IN THE PRESENCE OF:

FE M. GERONA
Chief – Accountant

End-User

Republic of the Philippines)
Province of Leyte) Ss.
Tacloban City)

ACKNOWLEDGMENT

BEFORE ME, this _____ day of _____ 2022
personally appeared:

EVELYN R. FETALVERO, CESO IV

Res. Certificate No. :

Issued on:

Issued at:

Res. Certificate No. : _____

Issued on:

Issued at:

Proprietor

EVELYN R. FETALVERO, CESO IV

Regional Director

Known to me to be the same persons who executed the foregoing instrument and who acknowledged to me the same is their free and voluntary act and deed and that of the Offices they respectively represent.

The foregoing instrument is an Entity-Supplier Contract Agreement consisting of three (3) pages including this page on which this Acknowledgment is written and signed by the parties hereof and their instrumental witnesses on the left margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the place and date above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022

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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION **Invitation to Bid: [Insert Reference number]**

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

I/We⁶, 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 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 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;
 - (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.

⁶ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

