

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF ADDITIONAL MATHEMATICS LEARNING RESOURCES (MANIPULATIVE MATERIALS)

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 OF ADDITIONAL MATHEMATICS LEARNING RESOURCES (Manipulative Materials)

1. The Department of Education Regional Office VIII, through **OSEC-8-23-6805** intends to apply the sum **Forty-Four Million One Thousand Four Hundred Forty-Seven and 75/100 Pesos (₱44,001,447.75)**, being the **Approved Budget for the Contract (ABC)** for the **PROCUREMENT OF ADDITIONAL MATHEMATICS LEARNING RESOURCES (MANIPULATIVE MATERIALS)**. 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.

UNIT	PARTICULARS		QTY.	UNIT COST	TOTAL COST
<i>Mathematics Learning Resources (Manipulative Materials) based on the number of schools offering elementary schools, including integrated schools per identified schools.</i>					
PROCUREMENT OF ADDITIONAL MATHEMATICS LEARNING RESOURCES (MANIPULATIVE MATERIALS)					
	Unit / Description	Specifications	No. of Schools		
pack	1. Regular Popsicle Sticks	Each wooden stick measures 4.475 inches (112.7mm) long by 0.375 inches (9.5mm) wide by 0.0625 inch (1.6mm) thick (approx. dimensions) Standard Craft Sticks minimum of 100 pcs Assorted Colors (Minimum of 5 colors) 1 pack = 100 stick 10 packs per school	3,835	₱612.50	₱2,348,937.50
pack	2. Plastic Container, (use for groupings and comparing)	Microwavable Plastic Container with cover SQ 1000 - Square 1000 ml/ 40 oz Dimension: approx. 16 x 16 x 5 cm 10 pieces per pack 4 packs per school	3,835	₱384.00	₱1,472,640.00
set	3. Play Money, (Philippine Currency)	Play money Bills (Actual Size) - should be plastic foam laminated bills in Philippine Peso Currency with "unpointed" or curved edges at least 0.5 mm thick. Banknotes: 20-peso, 50-peso, 100-peso, 500-peso, and 1,000-peso bills. With watermark of "DepEd Property. For Educational Purposes Only"	3,835	₱482.00	₱1,848,470.00

UNIT	PARTICULARS	QTY.	UNIT COST	TOTAL COST
	At least Ten (10) pieces per set. Play money Coins - should be in Philippine Peso currency. 1, 5, 25 centavos; 1, 5, 10, 20 pesos. At least Ten (10) pieces per set. 5 sets per school			
<i>piece</i>	4. Geoboard with assorted colored rubber bands -One (1) Plastic Geoboard -At least 20 cm x 20 cm dimensions -Double-sided -With at least 10 pieces high quality rubber bands assorted color (to form different shapes) -With Manual of patterns 4 pieces per school	3,835	₱960.00	₱3,681,600.00
<i>set</i>	5. Magnetic Fraction (Tiles & Circles) -Includes 9 magnetic fraction tiles (1 whole, 1/2, 1/3, 1/4, 1/5, 1/6, 1/8, 1/10, and 1/12 values) and 9 magnetic fraction circles (1 whole, 1/2, 1/3, 1/4, 1/5, 1/6, 1/8, 1/10 and 1/12 values), total 102 pcs of magnetic segments with numbers on 9 colors. Use them alone or together to meet your various educational needs. - Magnetic fractions tiles and fraction circles are backed by strong magnets, which is not only easy for educational demonstrations on whiteboards or magnetic blackboards, but also easy for children to operate and self-learn. Each tile and magnet circles has 5mm EVA foam, which has durable scratch-resistant technology laminated surface. -These colored magnets represent fraction in two different ways: round and rectangular. It can help students visualize learning fraction counting. The bright colors and contrasting numbers make learning process easy and fun, and very intuitive, Excellent mathematical operation tools, specific models are a good way to build understanding. -9	3,835	₱2,700.00	₱10,354,500.00

UNIT	PARTICULARS	QTY.	UNIT COST	TOTAL COST
	whole tiles size is 20.2 x 2.5 x 0.5cm/7.95 x 0.98 x 0.19inch; 9 magnetic circles - each diameter is 8.9cm / 3.5 inch, and thickness is 0.5cm/0.19inch. It is very suitable for the interactive courses of elementary school classrooms, kindergartens or mathematical learning tools for schooling at home. 5 sets per school			
set	6. Dry Erase Place Value Whiteboard with Whiteboard Pen -Each Math dry-erase board has a dimension of at least 12"x9" -Both sides are usable. One side of the board can be used to help students learn to write numbers from decimals to billions in standard, word and expanded form, and the other side of the board is a regrouping chart. -It must be reusable math dry-erase boards. -The math dry-erase boards are made of 100% safe, non-toxic, and skin-friendly material. 4 sets per school	3,835	₱1,202.75	₱4,612,546.25
set	7. Base-ten Blocks,: Unit Cube Color: Yellow Dimensions: 1cm x 1cm x 1cm 100 pieces per set Tens Rods Color: Green Dimensions: 1cm x 10cm x 1cm 10 pieces per set Hundreds Flats Color: Blue Dimensions: 10cm x 10cm x 1cm 10 pieces per set Thousands Cubes Color: Red Dimensions: 10cm x 10cm x 10cm 1 piece per set 4 sets per school	3,835	₱1,747.20	₱6,700,512.00
set	8. Tub of Numbers Math Tiles - Plastic number tiles measure at least 1inch x 1inch - Engraved or printed Numbers 0-9 - With +, -, x, ÷, =, <, > symbols	3,835	₱2,035.20	₱7,804,992.00

UNIT	PARTICULARS	QTY.	UNIT COST	TOTAL COST
	- Five (5) pieces each number and symbol per set - Solid Color or Transparent - Magnetic 4 sets per school			
piece	9. Magnetic Demonstration Board - At least L 105 x W 115cm Magnetic White Board Sheet 1 piece per school	3,835	₱1,350.00	₱5,177,250.00
TOTAL				<u>₱44,001,447.75</u>
<i>Note: See attached sample pictures and all items should be placed in a durable container.</i>				

Important Note/s:

1. Minimum Manufacturer’s Requirements

- ISO 9001:2015 (Quality management systems) Certified
- ISO 14001: 2015 (Environmental management systems) Certified
- ISO 45001:2018 (Occupational health and safety management systems) Certified

2. Minimum Additional Supplier/Bidder’s Requirements

1. BIR Certificate of Registration (COR) Line of Business – Sub-Class 46900 (Non-specialized wholesale trade)
2. Manufacturer’s Certificate
3. Reseller’s Certificate
4. FDA – License to Operate (LTO)- Toy and Childcare Article Importer/ Wholesaler/Distributor
5. Compliant to RA 10620 on Toy and Games Safety Labeling Act of 2013
6. The **outer packaging must be clearly marked** on at least one (1) side as follows: DepEd Logo, Name of the Procuring Entity: DepEd RO 8, Palo, Leyte, Name of the Supplier, Contract Description, and **All items to be delivered per recipient schools should be packed in a 102-liter plastic bin** with 24 x 18 x 15 inches dimensions.
3. **Note:** The provision of other requirements should be germane to the purpose of the procurement project. Provision of requirements also as provided by non-government accredited institutions/certifying bodies should be avoided.
4. **Note:** Bidders shall provide documentary evidence of conformity of the goods with the technical specifications including the manufacturer’s / bidder’s un-amended sales literature (brochure) and submission of a complete set of sample item for each Mathematics manipulative material with safety labeling and packaging compliant with applicable laws, guidelines, and regulations.
5. Goods shall be delivered and inspected at the thirteen Schools Division Offices (SDOs) in Region VIII as stipulated in the Schedule of Requirements, within **One Hundred Twenty (120) calendar days** from the receipt of NTP by the winning bidder. There shall also be a Pre-Delivery Inspection to be conducted by the Regional Inspectorate Team before the delivery to the 13 SDOs at the available warehouse or storage area of the winning bidders.
6. The Winning Bidder must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Learning Resource Management Section, Curriculum and Learning Management Division (CLMD-LRMS) (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: lrmds.region8@deped.gov.ph.

2. The Department of Education, Regional Office VIII now invites bids for the **PROCUREMENT OF ADDITIONAL MATHEMATICS LEARNING RESOURCES (MANIPULATIVE MATERIALS)**. 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 **FIFTY THOUSAND PESOS (PhP50,000.00)**. 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	0025-002137-001

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 the 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 02:00 Pm	DepEd Regional Office VIII, Candahug, Palo, Leyte
Opening of Bids	DECEMBER 9, 2024 10:15 Am	

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:

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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 OF ADDITIONAL MATHEMATICS LEARNING RESOURCES (MANIPULATIVE MATERIALS)** with identification number *PR No. 2024-10-0932*.

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 of **Forty-Four Million One Thousand Four Hundred Forty-Seven and 75/100 Pesos (₱44,001,447.75)**.

2.2. The source of funding is:

a. **OSEC-8-23-6805**

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**.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

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. Supply/delivery of manipulative materials / Children’s Articles and Toys</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>➤ For the procurement of Expendable Supplies and Services: <i>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.</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>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 data-bbox="526 1657 1181 1993" style="text-align: center;"> <p>The diagram illustrates the process of sealing and marking bids. It shows two main components: the TECHNICAL COMPONENT (ELIGIBILITY & TECHNICAL DOCUMENTS) and the FINANCIAL COMPONENT. Each component is represented by three individual envelopes labeled 'ORIGINAL', 'COPY 1', and 'COPY 2'. Arrows indicate that these three envelopes are placed into a single 'TECHNICAL COMPONENT' envelope and a single 'FINANCIAL COMPONENT' envelope. Finally, arrows from both of these component envelopes point to a central 'MOTHER ENVELOPE', indicating that both components are placed inside it.</p> </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 ADDITIONAL MATHEMATICS LEARNING RESOURCES (MANIPULATIVE MATERIALS)</p> <p><i>REFER TO SECTION VII FOR FULL LIST</i></p>
20.1	<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> <p>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;</p> <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: ITB 20 Documents Name of Project: PROCUREMENT OF ADDITIONAL MATHEMATICS LEARNING RESOURCES (MANIPULATIVE MATERIALS) Bid Opening Date: _____ Name of Bidder: _____</p> <p>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.</p>

	<p>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.</p> <p>Failure of the samples to meet the procuring Entity's specifications shall be a ground for disqualification of the bidder.</p>							
20.2	<p>Minimum Manufacturer's Requirements</p> <ol style="list-style-type: none"> 1. ISO 9001:2015 (Quality management systems) Certified 2. ISO 14001: 2015 (Environmental management systems) Certified 3. ISO 45001:2018 (Occupational health and safety management systems) Certified <p>Minimum Additional Supplier/Bidder's Requirements</p> <ol style="list-style-type: none"> 1. BIR Certificate of Registration (COR) Line of Business – Sub-Class 46900 (Non-specialized wholesale trade) 2. Manufacturer's Certificate 3. Reseller's Certificate 4. FDA – License to Operate (LTO)- Toy and Childcare Article Importer/Wholesaler/Distributor 5. The outer packaging must be clearly marked on at least one (1) side as follows: DepEd Logo, Name of the Procuring Entity: DepEd RO 8, Palo, Leyte, Name of the Supplier, Contract Description, and All items to be delivered per recipient schools should be packed in a 102-liter plastic bin with 24 x 18 x 15 inches dimensions. <p>Note: Provision of other requirements should be germane to the purpose of the procurement project. Provision of requirements also as provided by non-government accredited institutions/certifying bodies should be avoided.</p> <p>Note: Bidders shall provide documentary evidence of conformity of the goods with the technical specifications including manufacturer's / bidder's un-amended sales literature (brochure) and submission of a complete set of sample item for each Mathematics manipulative material with safety labeling and packaging compliant with applicable laws, guidelines, and regulations.</p> <table border="1" data-bbox="339 1373 1385 2029"> <tr> <td data-bbox="339 1373 603 1868">ISO 8124-1</td> <td data-bbox="603 1373 850 1868">Safety aspects related to mechanical and physical properties</td> <td data-bbox="850 1373 1385 1868">The requirements in this document apply to all toys, i.e. any product designed or clearly intended for use in play by children under 14 years of age. They are applicable to a toy as it is initially received by the consumer and, in addition, they apply after a toy is subjected to reasonably foreseeable conditions of normal use and abuse unless specifically noted otherwise. This document also requires that appropriate warnings and/or instructions for use be given on certain toys or their packaging.</td> </tr> <tr> <td data-bbox="339 1868 603 2029">ISO 8124-2</td> <td data-bbox="603 1868 850 2029">Flammability</td> <td data-bbox="850 1868 1385 2029">This document specifies the categories of flammable materials that are prohibited in all toys, and requirements concerning flammability of certain toys when</td> </tr> </table>		ISO 8124-1	Safety aspects related to mechanical and physical properties	The requirements in this document apply to all toys, i.e. any product designed or clearly intended for use in play by children under 14 years of age. They are applicable to a toy as it is initially received by the consumer and, in addition, they apply after a toy is subjected to reasonably foreseeable conditions of normal use and abuse unless specifically noted otherwise. This document also requires that appropriate warnings and/or instructions for use be given on certain toys or their packaging.	ISO 8124-2	Flammability	This document specifies the categories of flammable materials that are prohibited in all toys, and requirements concerning flammability of certain toys when
ISO 8124-1	Safety aspects related to mechanical and physical properties	The requirements in this document apply to all toys, i.e. any product designed or clearly intended for use in play by children under 14 years of age. They are applicable to a toy as it is initially received by the consumer and, in addition, they apply after a toy is subjected to reasonably foreseeable conditions of normal use and abuse unless specifically noted otherwise. This document also requires that appropriate warnings and/or instructions for use be given on certain toys or their packaging.						
ISO 8124-2	Flammability	This document specifies the categories of flammable materials that are prohibited in all toys, and requirements concerning flammability of certain toys when						

			they are subjected to a small source of ignition.
	ISO 8124-3	Migration of certain elements	This document specifies maximum acceptable levels and methods of sampling, extraction and determination for the migration of the elements antimony, arsenic, barium, cadmium, chromium, lead, mercury and selenium from toy materials and from parts of toys.
	CE Certification	Conformité Européenne	The presence of the logo The letters C and E in a stylized ligature. The E is a lunate epsilon, shaped like a letter C with a horizontal bar. (from French, "conformité européenne" meaning "European conformity") on commercial products indicates that the manufacturer or importer affirms the goods' conformity with European health, safety, and environmental protection standards.
	ISO 9001:2015	Quality management systems	ISO 9001 is a globally recognized standard for quality management. It helps organizations of all sizes and sectors to improve their performance, meet customer expectations and demonstrate their commitment to quality. Its requirements define how to establish, implement, maintain, and continually improve a quality management system (QMS). Implementing ISO 9001 means your organization has put in place effective processes and trained staff to deliver flawless products or services time after time.
	ISO 14001: 2015	Environmental management systems	ISO 14001 is the internationally recognized standard for environmental management systems (EMS). It provides a framework for organizations to design and implement an EMS, and continually improve their environmental performance. By adhering to this standard, organizations can ensure they are taking proactive measures to minimize their environmental footprint, comply with relevant legal requirements, and achieve their environmental objectives. The framework encompasses various aspects, from resource usage and waste management to monitoring environmental performance and

			involving stakeholders in environmental commitments.
	ISO 45001:2018	Occupational health and safety management systems	<p>ISO 45001 is an international standard that specifies requirements for an occupational health and safety (OH&S) management system. It provides a framework for organizations to manage risks and improve OH&S performance.</p> <p>The standard establishes criteria for an OH&S policy, objectives, planning, implementation, operation, auditing and review. Key elements include leadership commitment, worker participation, hazard identification and risk assessment, legal and regulatory compliance, emergency planning, incident investigation and continual improvement.</p> <p>ISO 45001 utilizes the Plan-Do-Check-Act methodology to systematically manage health and safety risks. It applies to organizations of all sizes and can be integrated with other ISO management system standards.</p>
	COR Line of Business – Sub-Class 46900	BIR Certificate of Registration (COR) Line of Business – Sub-Class 46900 (Non-specialized wholesale trade)	<p>The Certificate of Registration (COR) is a document issued by the Bureau of Internal Revenue (BIR) in the Philippines. This BIR certificate serves as proof that a business or individual has been registered with the agency. In other words, this certificate authorizes an individual or business to engage in trade or business activities.</p> <p>The COR contains important information such as the taxpayer’s name, tax identification number (TIN), address, line of business, and date of registration. It is mandatory for businesses and individuals to obtain a COR before they can start operating in the Philippines. In some cases, this certificate is also a requirement for legal transactions, such as opening a bank account or obtaining a business permit.</p> <p>In replacement to the “General Merchandizing” Category in the COR Line of Business, the new category to</p>

			refer to the then “General Merchandizing” is the Sub-Class 46900 (Non-specialized wholesale trade).
	Manufacturer’s Certificate	Manufacturer’s Certificate	<p>Manufacturer’s Certificate is a document coming from the Manufacturing that they will be supporting the bidder for its endeavor in creating and producing the necessary items needed by the bidder to be able to supply to the needs of the organization or the client of the bidder / supplier.</p> <p>This makes sure that the items to be delivered are all brand new and are customized to the needs of the client’s specifications.</p>
	Reseller’s Certificate	Reseller’s Certificate	<p>Reseller’s Certificate is a document coming from the Manufacturing stating that the bidder is allowed to sell their products to the clients.</p> <p>This help protect the clients from legal problems in terms of copyright and trademarks since the manufacturer has given the bidder the reseller’s certificate.</p> <p>Both Manufacturer’s Certificate and Reseller’s Certificate discourages other “fly-by-night” players who just buys from various unregistered products and stores without the actual manufacturing to produce the items on the Client’s specifications.</p>
	FDA – License to Operate (LTO)	FDA – License to Operate (LTO)	<p>A License to Operate is an official authorization granted by the FDA that allows corporations to engage in activities related to food, drugs, cosmetics, and medical devices. This license is a legal requirement that a business complies with the FDA’s standards and regulations. The FDA is responsible for issuing, renewing, and regulating these licenses.</p> <p>The need for a License to Operate from the FDA (Food and Drug Administration) is crucial for several reasons:</p> <ol style="list-style-type: none"> 1. Public Health and Safety: The primary reason is to ensure public health and safety. The FDA sets standards and regulations for the production and sale of food, drugs,

			<p>cosmetics, and medical devices to ensure they are safe for consumption or use.</p> <p>2. Quality Assurance: The license ensures that the products manufactured and sold by corporations meet certain quality standards. This helps in preventing the sale of substandard or counterfeit products.</p> <p>3. Regulation and Oversight: The license allows the FDA to have regulatory oversight over corporations. It can conduct inspections and enforce compliance with its standards and regulations.</p> <p>4. Consumer Trust: A License to Operate can also help in building consumer trust as it assures consumers that the products they are buying meet the FDA's safety and quality standards.</p> <p>In summary, the License to Operate is a key component in the FDA's mission to protect public health by ensuring the safety, efficacy, and security of human and veterinary drugs, biological products, and medical devices, and by ensuring the safety of our nation's food supply, cosmetics, and products that emit radiation. It is a legal requirement that demonstrates a business's commitment to adhering to these standards and regulations.</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 one (1) side as follows:</p> <p>DepEd Logo Name of the Procuring Entity: DepEd RO 8, Palo, Leyte Name of the Supplier: Contract Description: NOTE: Manipulative Materials per school should be packed in a 102-liter plastic bin with 24 x 18 x 15 inches dimensions.</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: **Thirteen DepEd Schools Division Offices in Region VIII**

DURATION: **One Hundred Twenty (120) calendar days**

UNIT	PARTICULARS	QTY.	UNIT COST	TOTAL COST
<i>Mathematics Learning Resources (Manipulative Materials) based on the number of schools offering elementary schools, including integrated schools per identified schools.</i>				
PROCUREMENT OF ADDITIONAL MATHEMATICS LEARNING RESOURCES (MANIPULATIVE MATERIALS)				
	Unit / Description	Specifications	No. of Schools	
pack	1. Regular Popsicle Sticks	Each wooden stick measures 4.475 inches (112.7mm) long by 0.375 inches (9.5mm) wide by 0.0625 inch (1.6mm) thick (approx. dimensions) Standard Craft Sticks minimum of 100 pcs Assorted Colors (Minimum of 5 colors) 1 pack = 100 stick 10 packs per school	3,835	₱612.50 ₱2,348,937.50
pack	2. Plastic Container, (use for groupings and comparing)	Microwavable Plastic Container with cover SQ 1000 - Square 1000 ml/ 40 oz Dimension: approx. 16 x 16 x 5 cm 10 pieces per pack 4 packs per school	3,835	₱384.00 ₱1,472,640.00
set	3. Play Money, (Philippine Currency)	Play money Bills (Actual Size) - should be plastic foam laminated bills in Philippine Peso Currency with "unpointed" or curved edges at least 0.5 mm thick. Banknotes: 20-peso, 50-peso, 100-peso, 500-peso, and 1,000-peso bills. With watermark of "DepEd Property. For Educational Purposes Only" At least Ten (10) pieces per set. Play money Coins - should be in Philippine Peso currency. 1, 5, 25 centavos; 1, 5, 10, 20 pesos. At least Ten (10) pieces per set. 5 sets per school	3,835	₱482.00 ₱1,848,470.00

UNIT	PARTICULARS	QTY.	UNIT COST	TOTAL COST	
<i>piece</i>	<p>4. Geoboard with assorted colored rubber bands</p>	<p>-One (1) Plastic Geoboard -At least 20 cm x 20 cm dimensions -Double-sided -With at least 10 pieces high quality rubber bands assorted color (to form different shapes) -With Manual of patterns 4 pieces per school</p>	3,835	₱960.00	₱3,681,600.00
<i>set</i>	<p>5. Magnetic Fraction (Tiles & Circles)</p>	<p>-Includes 9 magnetic fraction tiles (1 whole, 1/2, 1/3, 1/4, 1/5, 1/6, 1/8, 1/10, and 1/12 values) and 9 magnetic fraction circles (1 whole, 1/2, 1/3, 1/4, 1/5, 1/6, 1/8, 1/10 and 1/12 values), total 102 pcs of magnetic segments with numbers on 9 colors. Use them alone or together to meet your various educational needs. - Magnetic fractions tiles and fraction circles are backed by strong magnets, which is not only easy for educational demonstrations on whiteboards or magnetic blackboards, but also easy for children to operate and self-learn. Each tile and magnet circles has 5mm EVA foam, which has durable scratch-resistant technology laminated surface. -These colored magnets represent fraction in two different ways: round and rectangular. It can help students visualize learning fraction counting. The bright colors and contrasting numbers make learning process easy and fun, and very intuitive, Excellent mathematical operation tools, specific models are a good way to build understanding. -9 whole tiles size is 20.2 x 2.5 x 0.5cm/7.95 x 0.98 x 0.19inch; 9 magnetic circles - each diameter is 8.9cm / 3.5 inch, and thickness is 0.5cm/0.19inch. It is</p>	3,835	₱2,700.00	₱10,354,500.00

UNIT	PARTICULARS	QTY.	UNIT COST	TOTAL COST
set	6. Dry Erase Place Value Whiteboard with Whiteboard Pen	3,835	₱1,202.75	₱4,612,546.25
	very suitable for the interactive courses of elementary school classrooms, kindergartens or mathematical learning tools for schooling at home. 5 sets per school			
	-Each Math dry-erase board has a dimension of at least 12"x9" -Both sides are usable. One side of the board can be used to help students learn to write numbers from decimals to billions in standard, word and expanded form, and the other side of the board is a regrouping chart. -It must be reusable math dry-erase boards. -The math dry-erase boards are made of 100% safe, non-toxic, and skin-friendly material. 4 sets per school			
set	7. Base-ten Blocks,:	3,835	₱1,747.20	₱6,700,512.00
	Unit Cube Color: Yellow Dimensions: 1cm x 1cm x 1cm 100 pieces per set Tens Rods Color: Green Dimensions: 1cm x 10cm x 1cm 10 pieces per set Hundreds Flats Color: Blue Dimensions: 10cm x 10cm x 1cm 10 pieces per set Thousands Cubes Color: Red Dimensions: 10cm x 10cm x 10cm 1 piece per set 4 sets per school			
set	8. Tub of Numbers Math Tiles	3,835	₱2,035.20	₱7,804,992.00
	- Plastic number tiles measure at least 1inch x 1inch - Engraved or printed Numbers 0-9 - With +, -, x, ÷, =, <, > symbols - Five (5) pieces each number and symbol per set - Solid Color or Transparent - Magnetic 4 sets per school			

UNIT	PARTICULARS		QTY.	UNIT COST	TOTAL COST
<i>piece</i>	9. Magnetic Demonstration Board	- At least L 105 x W 115cm Magnetic White Board Sheet 1 piece per school	3,835	₱1,350.00	₱5,177,250.00
	TOTAL				<u>₱44,001,447.75</u>
Note: See attached sample pictures and all items should be placed in a durable container.					

Important Note/s:

1. Minimum Manufacturer's Requirements

- ISO 9001:2015 (Quality management systems) Certified
- ISO 14001: 2015 (Environmental management systems) Certified
- ISO 45001:2018 (Occupational health and safety management systems) Certified

2. Minimum Additional Supplier/Bidder's Requirements

1. BIR Certificate of Registration (COR) Line of Business – Sub-Class 46900 (Non-specialized wholesale trade)
 2. Manufacturer's Certificate
 3. Reseller's Certificate
 4. FDA – License to Operate (LTO)- Toy and Childcare Article Importer/Wholesaler/Distributor
 5. Compliant to RA 10620 on Toy and Games Safety Labeling Act of 2013
 6. The **outer packaging must be clearly marked** on at least one (1) side as follows: DepEd Logo, Name of the Procuring Entity: DepEd RO 8, Palo, Leyte, Name of the Supplier, Contract Description, and **All items to be delivered per recipient schools should be packed in a 102-liter plastic bin with 24 x 18 x 15 inches dimensions.**
3. **Note:** The provision of other requirements should be germane to the purpose of the procurement project. Provision of requirements also as provided by non-government accredited institutions/certifying bodies should be avoided.
 4. **Note:** Bidders shall provide documentary evidence of conformity of the goods with the technical specifications including the manufacturer's / bidder's un-amended sales literature (brochure) and submission of a complete set of sample items for each Mathematics manipulative material with safety labeling and packaging compliant with applicable laws, guidelines, and regulations.
 5. Goods shall be delivered and inspected at the thirteen Schools Division Offices (SDOs) in Region VIII as stipulated in the Schedule of Requirements, within **One Hundred Twenty (120) calendar days** from the receipt of NTP by the winning bidder. There shall also be a **Pre-Delivery Inspection** to be conducted by the Regional Inspectorate Team before the delivery to the 13 SDOs at the available warehouse or storage area of the winning bidders.
 6. Winning Bidder must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Learning Resource Management Section, Curriculum and Learning Management Division (CLMD-LRMS) (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: lrmds.region8@deped.gov.ph.

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	PARTICULARS	COMPLY (YES/ NO)
<i>Mathematics Learning Resources (Manipulative Materials) based on the number of schools offering elementary schools, including integrated schools per identified schools.</i>			
PROCUREMENT OF ADDITIONAL MATHEMATICS LEARNING RESOURCES (MANIPULATIVE MATERIALS)			
3,835	<i>pack</i>	1. Regular Popsicle Sticks	Each wooden stick measures 4.475 inches (112.7mm) long by 0.375 inches (9.5mm) wide by 0.0625 inch (1.6mm) thick (approx. dimensions) Standard Craft Sticks minimum of 100 pcs Assorted Colors (Minimum of 5 colors) 1 pack = 100 stick 10 packs per school
3,835	<i>pack</i>	2. Plastic Container, (use for groupings and comparing)	Microwavable Plastic Container with cover SQ 1000 - Square 1000 ml/ 40 oz Dimension: approx. 16 x 16 x 5 cm 10 pieces per pack 4 packs per school
3,835	<i>set</i>	3. Play Money, (Philippine Currency)	Play money Bills (Actual Size) - should be plastic foam laminated bills in Philippine Peso Currency with "unpointed" or curved edges at least 0.5 mm thick. Banknotes: 20-peso, 50-peso, 100-peso, 500-peso, and 1,000-peso bills. With watermark of "DepEd Property. For Educational Purposes Only" At least Ten (10) pieces per set. Play money Coins - should be in Philippine Peso currency. 1, 5, 25 centavos; 1, 5, 10, 20 pesos. At least Ten (10) pieces per set. 5 sets per school
3,835	<i>piece</i>	4. Geoboard with assorted colored rubber bands	-One (1) Plastic Geoboard -At least 20 cm x 20 cm dimensions -Double-sided -With at least 10 pieces high quality rubber bands assorted color (to form different shapes) -With Manual of patterns 4 pieces per school
3,835	<i>set</i>	5. Magnetic Fraction (Tiles & Circles)	- Includes 9 magnetic fraction tiles (1 whole, 1/2, 1/3, 1/4, 1/5, 1/6, 1/8, 1/10, and 1/12 values) and 9 magnetic fraction circles (1 whole, 1/2, 1/3, 1/4, 1/5, 1/6, 1/8, 1/10 and 1/12 values), total 102 pcs of magnetic segments with numbers on 9 colors. Use them alone or together to meet your various educational needs. - Magnetic fractions tiles and fraction circles are backed by strong magnets, which is not only easy for educational demonstrations on whiteboards or magnetic blackboards, but also easy for children to operate and self-learn. Each tile and magnet circles has 5mm EVA

QTY.	UNIT	PARTICULARS	COMPLY (YES/ NO)
		foam, which has durable scratch-resistant technology laminated surface. -These colored magnets represent fraction in two different ways: round and rectangular. It can help students visualize learning fraction counting. The bright colors and contrasting numbers make learning process easy and fun, and very intuitive, Excellent mathematical operation tools, specific models are a good way to build understanding. -9 whole tiles size is 20.2 x 2.5 x 0.5cm/7.95 x 0.98 x 0.19inch; 9 magnetic circles - each diameter is 8.9cm / 3.5 inch, and thickness is 0.5cm/0.19inch. It is very suitable for the interactive courses of elementary school classrooms, kindergartens or mathematical learning tools for schooling at home. 5 sets per school	
3,835	set	6. Dry Erase Place Value Whiteboard with Whiteboard Pen -Each Math dry-erase board has a dimension of at least 12"x9" -Both sides are usable. One side of the board can be used to help students learn to write numbers from decimals to billions in standard, word and expanded form, and the other side of the board is a regrouping chart. -It must be reusable math dry-erase boards. -The math dry-erase boards are made of 100% safe, non-toxic, and skin-friendly material. 4 sets per school	
3,835	set	7. Base-ten Blocks,: Unit Cube Color: Yellow Dimensions: 1cm x 1cm x 1cm 100 pieces per set Tens Rods Color: Green Dimensions: 1cm x 10cm x 1cm 10 pieces per set Hundreds Flats Color: Blue Dimensions: 10cm x 10cm x 1cm 10 pieces per set Thousands Cubes Color: Red Dimensions: 10cm x 10cm x 10cm 1 piece per set 4 sets per school	
3,835	set	8. Tub of Numbers Math Tiles - Plastic number tiles measure at least 1inch x 1inch - Engraved or printed Numbers 0-9 - With +, -, x, ÷, =, <, > symbols - Five (5) pieces each number and symbol per set - Solid Color or Transparent -Magnetic 4 sets per school	

QTY.	UNIT	PARTICULARS		COMPLY (YES/ NO)
3,835	piece	9. Magnetic Demonstrati on Board	- At least L 105 x W 115cm Magnetic White Board Sheet 1 piece per school	

Important Note/s:

1. Minimum Manufacturer's Requirements

ISO 9001:2015 (Quality management systems) Certified

ISO 14001: 2015 (Environmental management systems) Certified

ISO 45001:2018 (Occupational health and safety management systems) Certified

2. Minimum Additional Supplier/Bidder's Requirements

1. BIR Certificate of Registration (COR) Line of Business – Sub-Class 46900 (Non-specialized wholesale trade)
2. Manufacturer's Certificate
3. Reseller's Certificate
4. FDA – License to Operate (LTO)- Toy and Childcare Article Importer/ Wholesaler/Distributor
5. Compliant to RA 10620 on Toy and Games Safety Labeling Act of 2013
6. The **outer packaging must be clearly marked** on at least one (1) side as follows: DepEd Logo, Name of the Procuring Entity: DepEd RO 8, Palo, Leyte, Name of the Supplier, Contract Description, and **All items to be delivered per recipient schools should be packed in a 102-liter plastic bin with 24 x 18 x 15 inches dimensions.**
3. **Note:** Provision of other requirements should be germane to the purpose of the procurement project. Provision of requirements also as provided by non-government accredited institutions/certifying bodies should be avoided.
4. **Note:** Bidders shall provide documentary evidence of conformity of the goods with the technical specifications including manufacturer's / bidder's un-amended sales literature (brochure) and submission of a complete set of sample item for each Mathematics manipulative material with safety labeling and packaging compliant with applicable laws, guidelines, and regulations.
5. Goods shall be delivered and inspected at the thirteen Schools Division Offices (SDOs) in Region VIII as stipulated in the Schedule of Requirements, within **One Hundred Twenty (120) calendar days** from the receipt of NTP by the winning bidder. There shall also be a **Pre-Delivery Inspection** to be conducted by the Regional Inspectorate Team before the delivery to the 13 SDOs at the available warehouse or storage area of the winning bidders.
6. Winning Bidder must coordinate, one (1) day after issuance of Notice of Award (NOA), with the Learning Resource Management Section, Curriculum and Learning Management Division (CLMD-LRMS) (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: lrmds.region8@deped.gov.ph.



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

**Allocation List and Delivery Support Funds of Procured Mathematics
Manipulative Materials from Divisions to Schools**

No.	Divisions	No. of Schools	Number of Items per Pack or Set to be received per School
1	Baybay City	72	1. Regular Popsicle Sticks – 10 packs 2. Plastic Container, (use for groupings and comparing) - 4 packs 3. Play Money, (Philippine Currency) – 5 sets 4. Geoboard, with Assorted Colored Rubber Bands – 4 sets 5. Magnetic Fraction (Tiles & Circles) - 5 sets 6. Dry Erase Place Value Whiteboard - 4 sets 7. Base-ten Blocks – 4 sets 8. Tub of Numbers Math Tiles - 4 sets 9. Magnetic Demonstration Board - 1 set
2	Biliran	129	
3	Borongan City	52	
4	Calbayog City	167	
5	Catbalogan City	59	
6	E. Samar	437	
7	Leyte	1,160	
8	Maasin	64	
9	N. Samar	553	
10	Ormoc City	89	
11	Samar	680	
12	So. Leyte	308	
13	Tacloban City	65	
TOTAL		3,835	




Prepared by:



ROMEO A. ALVARADO
ADAS

Noted:




GERTRUDES C. MABUTIN, EdD
OIC-Chief



SPECIFICATIONS w/ ILLUSTRATIONS

DESCRIP TION	UNIT SPECIFICATION	QTY per Scho ol	PICTURE/ DRAWING	Test / Certifications
<p>1. Regular Popsicle Sticks</p>	<p>Each wooden stick measures 4.475 inches (112.7mm) long by 0.375 inches (9.5mm) wide by 0.0625 inch (1.6mm) thick (approx. dimensions) Standard Craft Sticks minimum of 100 pcs Assorted Colors (Minimum of 5 colors)</p> <p>1 pack = 100 stick</p>	10 packs		<p>PNS ISO 8124:Part 1 Test Result PNS ISO 8124:Part 2 Test Result PNS ISO 8124:Part 3 Test Result CE Certification or its equivalent</p>
<p>2. Plastic Container (use for groupings and comparing)</p>	<p>Microwavable Plastic Container with cover</p> <p>SQ 1000 - Square 1000 ml/ 40 oz</p> <p>Dimension: approx. 16 x 16 x 5 cm</p> <p>10 pieces per pack</p>	4 packs		<p>CE Certification or its equivalent, when necessary</p>
<p>3. Laminated actual size Play Money (Philippine Currency)</p>	<p>Play money Bills (Actual Size) - should be plastic foam laminated bills in Philippine Peso Currency with “unpointed” or curved edges at least 0.5 mm thick.</p> <p>Banknotes: 20-peso, 50-peso, 100-peso, 500-peso, and 1,000-peso bills.</p>	5 sets		<p>PNS ISO 8124:Part 1 Test Result PNS ISO 8124:Part 2 Test Result PNS ISO 8124:Part 3 Test Result CE Certification or its equivalent</p>

DESCRIP TION	UNIT SPECIFICATION	QTY per Scho ol	PICTURE/ DRAWING	Test / Certifications
	<p>With watermark of "DepEd Property. For Educational Purposes Only"</p> <p>At least Ten (10) pieces per set.</p> <p>Play money Coins - should be in Philippine Peso currency. 1, 5, 25 centavos; 1, 5, 10, 20 pesos. At least Ten (10) pieces per set.</p>			
<p>4. Geoboard</p> <p>*plastic geoboard 16 cm x 16 cm use rubber band to form different shapes</p>	<p>-One (1) Plastic Geoboard</p> <p>-At least 20 cm x 20 cm dimensions</p> <p>-Double-sided</p> <p>-With at least 10 pieces high quality rubber bands assorted color</p> <p>(to form different shapes)</p> <p>-With Manual of patterns</p>	4 pieces		<p>PNS ISO 8124: Part 1 Test Result</p> <p>PNS ISO 8124: Part 2 Test Result</p> <p>PNS ISO 8124: Part 3 Test Result</p> <p>CE Certification or its equivalent</p>
<p>5. Magnetic Fraction & Circles</p>	<p>- Includes 9 magnetic fraction tiles (1 whole, 1/2, 1/3, 1/4, 1/5, 1/6, 1/8, 1/10, and 1/12 values) and 9 magnetic fraction circles (1 whole, 1/2, 1/3, 1/4, 1/5, 1/6, 1/8, 1/10 and 1/12 values), total 102 pcs of magnetic segments with numbers on 9 colors. Use them alone or together to</p>	5 sets		<p>PNS ISO 8124: Part 1 Test Result</p> <p>PNS ISO 8124: Part 2 Test Result</p> <p>PNS ISO 8124: Part 3 Test Result</p> <p>CE Certification or its equivalent</p>

DESCRIP TION	UNIT SPECIFICATION	QTY per Scho ol	PICTURE/ DRAWING	Test / Certifications
	<p>meet your various educational needs.</p> <ul style="list-style-type: none"> - Magnetic fractions tiles and fractions circles are backed by strong magnets, which is not only easy for educational demonstrations on whiteboards or magnetic blackboards, but also easy for children to operate and self-learn. Each tile and magnet circles has 5mm EVA foam, which has durable scratch-resistant technology laminated surface. -These colored magnets represent fraction in two different ways: round and rectangular. It can help students visualize learning fraction counting. The bright colors and contrasting numbers make learning process easy and fun, and very intuitive. Excellent mathematical operation tools, specific models are a good way to build understanding. -9 whole tiles size is 20.2 x 2.5 x 0.5cm/7.95 x 0.98 x 0.19inch; 9 magnetic circles - each diameter is 8.9cm / 3.5 inch, and thickness is 0.5cm/0.19inch. It 			

DESCRIPTION	UNIT SPECIFICATION	QTY per School	PICTURE/ DRAWING	Test / Certifications
	is very suitable for the interactive courses of elementary school classrooms, kindergartens or mathematical learning tools for schooling at home.			
6. Dry Erase Place Value Whiteboard	<p>Each Math dry-erase board has a dimension of at least 12"x9"</p> <p>-Both sides are usable. One side of the board can be used to help students learn to write numbers from decimals to billions in standard, word and expanded form, and the other side of the board is a regrouping chart.</p> <p>-It must be reusable math dry-erase boards.</p> <p>-The math dry-erase boards are made of 100% safe, non-toxic, and skin-friendly material.</p>	4 sets		PNS ISO 8124:Part 1 Test Result PNS ISO 8124:Part 2 Test Result PNS ISO 8124:Part 3 Test Result CE Certification or its equivalent
7. Base-ten Blocks	<p>Color: Yellow Dimensions: 1cm x 1cm x 1cm 100 pieces per set</p> <p>Tens Rods Color: Green Dimensions: 1cm x 10cm x 1cm 10 pieces per set</p> <p>Hundreds Flats Color: Blue Dimensions: 10cm x 10cm x 1cm 10 pieces per set</p> <p>Thousands Cubes</p>	4 sets		PNS ISO 8124:Part 1 Test Result PNS ISO 8124:Part 2 Test Result PNS ISO 8124:Part 3 Test Result CE Certification or its equivalent

DESCRIP TION	UNIT SPECIFICATION	QTY per Scho ol	PICTURE/ DRAWING	Test / Certifications
	Color: Red Dimensions: 10cm x 10cm x 10cm 1 piece per set			
8. Tub of Numbers Math Tiles	- Plastic number tiles measure at least 1inch x 1inch - Engraved or printed Numbers 0-9 - With +, -, x, ÷, =, <, > symbols - Five (5) pieces each number and symbol per set - Solid Color or Transparent - Magnetic	4 pack		PNS ISO 8124: Part 1 Test Result PNS ISO 8124:Part 2 Test Result PNS ISO 8124:Part 3 Test Result CE Certification or its equivalent
9. Magnetic Demonstration Board	- At least L 105 x W 115cm Magnetic White Board Sheet	1 piece		CE Certification or its equivalent, when necessary

Minimum Manufacturer's Requirements

1. ISO 9001:2015 (Quality management systems) Certified
2. ISO 14001: 2015 (Environmental management systems) Certified
3. ISO 45001:2018 (Occupational health and safety management systems) Certified

Minimum Additional Supplier/Bidder's Requirements

1. BIR Certificate of Registration (COR) Line of Business – Sub-Class 46900 (Non-specialized wholesale trade)
2. Manufacturer's Certificate
3. Reseller's Certificate
4. FDA – License to Operate (LTO)- Toy and Childcare Article Importer/Wholesaler/Distributor
5. The **outer packaging must be clearly marked** on at least one (1) side as follows: DepEd Logo, Name of the Procuring Entity: DepEd RO 8, Palo, Leyte, Name of the Supplier, Contract Description, and **All items to be delivered per recipient schools should be packed in a 102-liter plastic bin with 24 x 18 x 15 inches dimensions.**

Note: Provision of other requirements should be germane to the purpose of the procurement project. Provision of requirements also as provided by non-government accredited institutions/certifying bodies should be avoided.

Note: Bidders shall provide documentary evidence of conformity of the goods with the technical specifications including manufacturer's / bidder's un-amended sales literature

(brochure) and submission of a complete set of sample item for each Mathematics manipulative material with safety labeling and packaging compliant with applicable laws, guidelines, and regulations.

ISO 8124-1	Safety aspects related to mechanical and physical properties	<p>The requirements in this document apply to all toys, i.e. any product designed or clearly intended for use in play by children under 14 years of age. They are applicable to a toy as it is initially received by the consumer and, in addition, they apply after a toy is subjected to reasonably foreseeable conditions of normal use and abuse unless specifically noted otherwise.</p> <p>This document also requires that appropriate warnings and/or instructions for use be given on certain toys or their packaging.</p>
ISO 8124-2	Flammability	<p>This document specifies the categories of flammable materials that are prohibited in all toys, and requirements concerning flammability of certain toys when they are subjected to a small source of ignition.</p>
ISO 8124-3	Migration of certain elements	<p>This document specifies maximum acceptable levels and methods of sampling, extraction and determination for the migration of the elements antimony, arsenic, barium, cadmium, chromium, lead, mercury and selenium from toy materials and from parts of toys.</p>
CE Certification	Conformité Européenne	<p>The presence of the logo The letters C and E in a stylized ligature. The E is a lunate epsilon, shaped like a letter C with a horizontal bar. (from French, "<i>conformité européenne</i>" meaning "European conformity") on commercial products indicates that the manufacturer or importer affirms the goods' conformity with European health, safety, and environmental protection standards.</p>
ISO 9001:2015	Quality management systems	<p>ISO 9001 is a globally recognized standard for quality management. It helps organizations of all sizes and sectors to improve their performance, meet customer expectations and demonstrate their commitment to quality. Its requirements define how to establish, implement, maintain, and continually improve a quality management system (QMS).</p> <p>Implementing ISO 9001 means your organization has put in place effective processes and trained staff to deliver flawless products or services time after time.</p>
ISO 14001:2015	Environmental management systems	<p>ISO 14001 is the internationally recognized standard for environmental management systems (EMS). It provides a framework for organizations to design and implement an EMS, and continually improve their environmental performance. By adhering to this standard, organizations can ensure they are taking proactive measures to minimize their environmental footprint, comply with relevant legal requirements, and achieve their environmental objectives. The framework encompasses various aspects, from resource usage and waste management to monitoring environmental performance and involving stakeholders in environmental commitments.</p>

<p>ISO 45001:2018</p>	<p>Occupational health and safety management systems</p>	<p>ISO 45001 is an international standard that specifies requirements for an occupational health and safety (OH&S) management system. It provides a framework for organizations to manage risks and improve OH&S performance.</p> <p>The standard establishes criteria for an OH&S policy, objectives, planning, implementation, operation, auditing and review. Key elements include leadership commitment, worker participation, hazard identification and risk assessment, legal and regulatory compliance, emergency planning, incident investigation and continual improvement.</p> <p>ISO 45001 utilizes the Plan-Do-Check-Act methodology to systematically manage health and safety risks. It applies to organizations of all sizes and can be integrated with other ISO management system standards.</p>
<p>COR Line of Business – Sub-Class 46900</p>	<p>BIR Certificate of Registration (COR) Line of Business – Sub-Class 46900 (Non-specialized wholesale trade)</p>	<p>The Certificate of Registration (COR) is a document issued by the Bureau of Internal Revenue (BIR) in the Philippines. This BIR certificate serves as proof that a business or individual has been registered with the agency. In other words, this certificate authorizes an individual or business to engage in trade or business activities.</p> <p>The COR contains important information such as the taxpayer’s name, tax identification number (TIN), address, line of business, and date of registration. It is mandatory for businesses and individuals to obtain a COR before they can start operating in the Philippines. In some cases, this certificate is also a requirement for legal transactions, such as opening a bank account or obtaining a business permit.</p> <p>In replacement to the “General Merchandizing” Category in the COR Line of Business, the new category to refer to the then “General Merchandizing” is the Sub-Class 46900 (Non-specialized wholesale trade).</p>
<p>Manufacturer’s Certificate</p>	<p>Manufacturer’s Certificate</p>	<p>Manufacturer’s Certificate is a document coming from the Manufacturing that they will be supporting the bidder for its endeavor in creating and producing the necessary items needed by the bidder to be able to supply to the needs of the organization or the client of the bidder / supplier.</p> <p>This makes sure that the items to be delivered are all brand new and are customized to the needs of the client’s specifications.</p>
<p>Reseller’s Certificate</p>	<p>Reseller’s Certificate</p>	<p>Reseller’s Certificate is a document coming from the Manufacturing stating that the bidder is allowed to sell their products to the clients.</p> <p>This help protect the clients from legal problems in terms of copyright and trademarks since the manufacturer has given the bidder the reseller’s certificate.</p>

		Both Manufacturer's Certificate and Reseller's Certificate discourages other "fly-by-night" players who just buys from various unregistered products and stores without the actual manufacturing to produce the items on the Client's specifications.
FDA – License to Operate (LTO)	FDA – License to Operate (LTO)	<p>A License to Operate is an official authorization granted by the FDA that allows corporations to engage in activities related to food, drugs, cosmetics, and medical devices. This license is a legal requirement that a business complies with the FDA's standards and regulations. The FDA is responsible for issuing, renewing, and regulating these licenses.</p> <p>The need for a License to Operate from the FDA (Food and Drug Administration) is crucial for several reasons:</p> <ol style="list-style-type: none"> 1. Public Health and Safety: The primary reason is to ensure public health and safety. The FDA sets standards and regulations for the production and sale of food, drugs, cosmetics, and medical devices to ensure they are safe for consumption or use. 2. Quality Assurance: The license ensures that the products manufactured and sold by corporations meet certain quality standards. This helps in preventing the sale of substandard or counterfeit products. 3. Regulation and Oversight: The license allows the FDA to have regulatory oversight over corporations. It can conduct inspections and enforce compliance with its standards and regulations. 4. Consumer Trust: A License to Operate can also help in building consumer trust as it assures consumers that the products they are buying meet the FDA's safety and quality standards. <p>In summary, the License to Operate is a key component in the FDA's mission to protect public health by ensuring the safety, efficacy, and security of human and veterinary drugs, biological products, and medical devices, and by ensuring the safety of our nation's food supply, cosmetics, and products that emit radiation. It is a legal requirement that demonstrates a business's commitment to adhering to these standards and regulations.</p>

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 : _____

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 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

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;

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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

Bidder's Representative/Authorized
Signatory

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 _____

* This form will not apply for WB funded projects.

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 _____

