# PHILIPPINE BIDDING DOCUMENTS

# Procurement of GOODS

Government of the Republic of the Philippines

Sixth Edition July 2020

#### **Preface**

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

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

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

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

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

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

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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 VII – CENTRAL VISAYAS Schools Division of Cebu City

#### INVITATION TO BID FOR

### Re-bidding Supply and Delivery of Various Equipment to be use for Lesson Development of Flexible Learning Options for the Schools Division of Cebu City

Project no.: DepEdCCD - 2023 -16

- 1. The DepEd Cebu City Division, through the FY 2022 General Appropriation Act (GAA) intends to apply the sum of One Million Seven Hundred Eighty-Four Thousand One Hundred Eighty-Six Pesos (Php 1,784,186.00) being the ABC to payments under the contract for Re-Bidding Supply and Delivery of Various Equipment to be used for Lesson Development of Flexible Learning Options for the Schools of DepEd Cebu City Division. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *DepEd Cebu City Division* now invites bids for the above Procurement Project. Delivery of the Goods required as stated in Section VI. Schedule of Requirements. Bidders should have completed, within *five* (5) *years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 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) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from *DepEd Cebu City Division* and inspect the Bidding Documents at the address given below during *Mondays to Fridays from 8:00 am 5:00 pm from October 24, 2023 to November 13, 2023*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on October 24, 2023 to November 13, 2023 from Mondays to Fridays from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P5,000.00).

- 6. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *presented in person*.
- 7. The *DepEd Cebu City Division* will hold a Pre-Bid Conference<sup>1</sup> on *October 31*, 2023 at 8:00 am PhST at 4<sup>th</sup> Floor Conference Hall, DepEd Cebu City Division, Imus Road Brgy. Day-as Cebu City, which shall be opened to prospective bidders.
- 8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *November 13*, 2023 at 9:00 am PhST. Late bids shall not be accepted.
- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 10. Bid opening shall be on *November 13, 2023 at 9:00 am PhST* at 4<sup>th</sup> *Floor Conference Hall, DepEd Cebu City Division, Imus Road Brgy. Day-as Cebu City.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. Prospective Bidders are strongly encouraged to order or download the electronic copy of the Bidding Documents from the PhilGeps website: <a href="www.philgeps.gov.ph">www.philgeps.gov.ph</a>, for them to be included in the Document Request List of the project. The Bidding Documents may be viewed also at the DepEd Cebu City Official Website, <a href="www.depedcebucity.com">www.depedcebucity.com</a>.
- 12. The *DepEd Cebu City Division* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 13. For further information, please refer to:

MRS. DARYLL T. YBAÑEZ DepEd Cebu City Division Imus Ave., Day-as, Cebu City daryll.triumfo@deped.gov.ph Telephone no. 0995-3693124

Agency website: www.depedcebucity.com

14. You may visit the following websites:
For downloading of Bidding Documents: www.depedcebucity.com/philgeps.gov.ph

October 23, 2023

ADOLF P. AGUILAR 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, DepEd Cebu City Division wishes to receive Bids for the Rebidding Supply and Delivery of Various Equipment to be used for Lesson Development of Flexible Learning Options for the Schools of DepEd Cebu City Division, with identification number DepEdCCD – 2023-16.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is composed of *I* lot, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for through the FY 2023 General Appropriation Act (GAA) in the amount of One Million Seven Hundred Eighty-Four Thousand One Hundred Eighty-Six Pesos (Php 1,784,186.00).
- 2.2. The source of funding is:
  - a. NGA, the General Appropriations Act or Special Appropriations.

#### 3. Bidding Requirements

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

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

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

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

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

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2.
- a. 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 No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
    - i. Completed at most two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 *five* (5) *years* prior to the deadline for the submission and receipt of bids.

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

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

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

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in 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 Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty* (120) Calendar Days upon submission of its bid. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

Each Bidder shall submit one original copy and one additional copy of the first and second components of its Bid, without prejudice to the original provision therein.

#### 16. Deadline for Submission of Bids

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

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

<sup>&</sup>lt;sup>2</sup> 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.

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

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

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

#### 18. Domestic Preference

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

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

- 19.1. The Procuring 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 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - Option 1 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

#### **Notes on the Bid Data Sheet**

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

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

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

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

# **Bid Data Sheet**

ITB			
Clause			
5.3	For this purpose, contracts similar to the Project shall be:  a. Contract/supply and delivery/purchase/ Camera/Laptop/Tablet/IT		
	Equipment/Tools/Accessories/ Spare Parts.  b. Completed within five (5) years prior to the deadline for the submission		
	and receipt of bids.		
12	The price of the Goods shall be quoted DDP <i>in the Philippines</i> .		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  Lot 1		
	a. The amount of not less than Php 89,209.30 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or		
	b. The amount of not less than Php 35,683.72 if bid security is in Surety Bond.		
19.3	Project will be awarded by lot		
	Re-bidding Supply and Delivery of Various Equipment to be used for Lesson		
	Development of Flexible Learning Options for the Schools of DepEd Cebu City		
	Division ABC: One Million Seven Hundred Eighty-Four Thousand One		
20.2	Hundred Eighty-Six Pesos (Php 1,784,186.00)		
20.2	[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]		
21.2	[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]		

# 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.

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section 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

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

#### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

#### **Notes on the Special Conditions of Contract**

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

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

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

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

**Special Conditions of Contract** 

aaa			
GCC Clause			
1			
	Delivery and Documents –		
	Denvery and Documents –		
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:		
	"The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."		
	"The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>DepEd Cebu City Division</i> .		
	Incidental Services –		
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest.		
	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;		
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provide that this service shall not relieve the Supplier of any warrant obligations under this Contract; and		
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.		

f. [Specify additional incidental service requirements, as needed.]

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

#### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the

Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine 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. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. 2.2 Partial Payment is not allowed 4 The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]

# Section VI. Schedule of Requirements

Re-bidding Supply and Delivery of Various Equipment to be used for Lesson Development of Flexible Learning Options for the Schools of DepEd Cebu City Division

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

Item No.	Description	Quantity	Total	Delivered, Weeks/Months	Place of Delivery
1	Mirrorless Camera (Body) Specifications:  • 24.1mp APS-C cmos sensor  • 4k 24p Video with crop, full HD 60p  • 6.5 fps Electronics shutter  • Dual Pixel cmos AF  • Wi-Fi and Bluetooth w/ SD Card Slot  • 1 year manufacturer's warranty  • 7 business days replacement from the date of Delivery	7 uni	ts	15 calendar days from the date of receipt of Notice to Proceed	DepEd Cebu
2	Zoom Lens (100mm to 400mm)  Specifications:  • 100 to 400mm Focal length  • Nano USM AF motor or equivalent  • Optional Image Stabilizer  • Aperture Range: f/5.6 to f/45 or equivalent  • 1 year manufacturer's warranty  • 7 business days replacement from the date of Delivery	7 uni	ts	15 calendar days from the date of receipt of Notice to Proceed	DepEd Cebu City Division, New Imus, Brgy. Day-as, Cebu City
3	Wide Angle Lens (16mm)  Specifications:  • 16mm focal length  • STM stepping AF motor or equivalent  • Aperture Range: f/2.8 to f/22 or equivalent  • 1 year manufacturer's warranty  • 7 business days replacement from the date of Delivery	7 uni	ts	15 calendar days from the date of receipt of Notice to Proceed	DepEd Cebu City Division, New Imus, Brgy. Day-as, Cebu City
4	Prime Lens Specifications:	7 uni	ts	15 calendar days from the date of receipt of Notice to Proceed	DepEd Cebu City Division, New Imus, Brgy. Day-as, Cebu City
5	Shotgun Microphone Specifications:  Camera-Mountable Stereo Recording  3.5mm TRS output Jack Shoe/Pole Mountable Wind Screen or equivalent To business days replacement from the date of Delivery	7 uni	ts	15 calendar days from the date of receipt of Notice to Proceed	DepEd Cebu City Division, New Imus, Brgy. Day-as, Cebu City
6	Camera Stabilizer Specifications:  • Wireless Camera Control	7 uni	ts	15 calendar days from the date of	DepEd Cebu City Division, New Imus,

	T	1	CAT	D D
	Horizontal & Vertical Modes		receipt of Notice	Brgy. Day-as,
	Can Support up to 5lbs payload		to Proceed	Cebu City
	<ul> <li>Panorama, Time lapse and tracking functions</li> </ul>			
	Extended Grip/Tripod			
	• 1 year manufacturer's warranty			
	• 7 business days replacement from the date of Delivery			
7	Wireless Microphone		15 calendar days	DepEd Cebu
	Specifications:		from the date of	City Division,
	• 2 Clip-on Transmitters/ Recorders		receipt of Notice	New Imus,
	USB Audio Interface functionality	7 units	to Proceed	Brgy. Day-as,
	Built-in Omni Mics to 3.5 mm Mic inputs			Cebu City
	Stereo or Dual-Mono output modes			
8	• 7 business days replacement from the date of Delivery  Camera Tripod		15 calendar days	DepEd Cebu
0	Specifications:		from the date of	
	• 5.5lbs Capacity or higher		receipt of Notice	New Imus,
			to Proceed	Brgy. Day-as,
	• Can be converted to a monopod		10110000	Cebu City
	Independent Pan and tilt locks	7 units		
	<ul> <li>Aluminum 4 section Tripod legs</li> </ul>			
	• Can reach up to 66.5" height range or higher			
	<ul> <li>Rubber and spiked feet</li> </ul>			
	• 7 business days replacement from the date of Delivery			
9	Condenser Microphone		15 calendar days	DepEd Cebu
	Specifications:		from the date of	City Division,
	*Operating Principle: Pressure Gradiant		receipt of Notice	New Imus,
	*Capsule: Condenser		to Proceed	Brgy. Day-as,
	*Diaphragm: At least 0.5"/12.70mm	2 units		Cebu City
	*Frequency Range: 40Hz to 20Hz			
	*Maximum SPL: 135dB			
	*Impedance: 200 Ohms or better			
	*Dynamic Range:119dB or better			
10	7 business days replacement from the date of Delivery		15 1 1 1	D E1 C1
10	Wireless Intercom System (4 Headsets)		15 calendar days	DepEd Cebu
	Specifications:		from the date of	City Division, New Imus,
	*Production Crew Communication (4 people)		receipt of Notice to Proceed	Brgy. Day-as,
	*1 True Wireless Master Headset		to Floceed	Cebu City
	*Adjustable Boom, Auto-Mutes when up	4 units		
	*Breathe Isolating Leatherette Earpads			
	*No Hub Required			
	*3 True-Wireless Remote Headsets			
	*Full-Duplex Communication up to 1312 or more			
11	7 business days replacement from the date of Delivery		15 onlandon do	DonEd Cal
11	Video Switcher 4 Ports		15 calendar days from the date of	DepEd Cebu City Division,
	Specifications:		receipt of Notice	New Imus,
	*Channel Live Stream HDMI Switcher		to Proceed	Brgy. Day-as,
	*Control up to Four BMPCC 6K/4K Cameras	5 units	to i rocccu	Cebu City
	*Live Tally, Stream and Record Status			Cou City
	*Record Button, Channel Preview Multiview			
	1 year manufacturer's warranty 7 business days replacement from the date of Delivery			
	. Submeds days replacement from the date of Denvery	1	_1	l

12	12 Channel Analog Mixer with effects Specifications: Combo XLR-1/4" Mic/Line Inputs *4-In/4-Out USB Audio Interface *Master XLR Outputs *Independent Headphone Controls	2 units	15 calendar days from the date of receipt of Notice to Proceed	
	*Six ¼" Line Inputs and Two RCA Inputs *Dedicated Aux Send and Stereo Return *3-band EQ & Hi-Z inputs on Channels 1&3 1 year manufacturer's warranty 7 business days replacement from the date of Delivery			
13	Handycam Specifications:  *Full HD Video  *Image Stabilization  *Flip-Out LCD View Screen  *Supports micro SD/SDHC/SDXC Media Cards  *30x Optical Zoom Lens or equivalent  *XAVC S recording, AVCHD and MP4  1 year manufacturer's warranty  7 business days replacement from the date of Delivery	6 units	15 calendar days from the date of receipt of Notice to Proceed	•

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder Signature Over Printed Name of Representative/ Date

# 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

Re-bidding Supply and Delivery of Various Equipment to be used for Lesson Development of Flexible Learning Options for the Schools of DepEd Cebu City Division

Item Number	Description	Statement of Compliance
1	Mirrorless Camera (Body)	
	Specifications:	
	24.1mp APS-C cmos sensor	
	• 4k 24p Video with crop, full HD 60p	
	• 6.5 fps Electronics shutter	
	Dual Pixel cmos AF	
	Wi-Fi and Bluetooth w/ SD Card Slot	
	• 1 year manufacturer's warranty	
	• 7 business days replacement from the date of Delivery	
	QTY: 7 units	
2	Zoom Lens (100mm to 400mm)	
	Specifications:	
	• 100 to 400mm Focal length	
	Nano USM AF motor or equivalent	
	Optional Image Stabilizer	
	• Aperture Range: f/5.6 to f/45 or equivalent	
	• 1 year manufacturer's warranty	
	• 7 business days replacement from the date of Delivery	
2	QTY: 7 units	_
3	Wide Angle Lens (16mm) Specifications:	
	·	
	<ul><li>16mm focal length</li><li>STM stepping AF motor or equivalent</li></ul>	
	Aperture Range: f/2.8 to f/22 or equivalent	
	1 year manufacturer's warranty	
	<ul> <li>7 business days replacement from the date of Delivery</li> </ul>	
	QTY: 7 units	
4	Prime Lens	
	Specifications:	
	50mm Focal Length	
	• Full-frame f/1.8 to f/22	
	STM stepping AF motor or equivalent	
	• 1 year manufacturer's warranty	
	7 business days replacement from the date of Delivery	
	QTY: 7 units	
5	Shotgun Microphone	
	Specifications:	
	Camera-Mountable Stereo Recording	
	• 3.5mm TRS output Jack	
	Shoe/Pole Mountable     Wind Sarray on agriculture	
	Wind Screen or equivalent	
	• 7 business days replacement from the date of Delivery	
	QTY: 7 units	

6	Camera Stabilizer
	Specifications:
	Wireless Camera Control
	Horizontal & Vertical Modes
	Can Support up to 5lbs payload
	Panorama, Time lapse and tracking functions
	Extended Grip/Tripod
	• 1 year manufacturer's warranty
	• 7 business days replacement from the date of Delivery
	QTY: 7 units
7	Wireless Microphone
	Specifications:
	2 Clip-on Transmitters/ Recorders
	USB Audio Interface functionality
	Built-in Omni Mics to 3.5 mm Mic inputs
	Stereo or Dual-Mono output modes
	• 7 business days replacement from the date of Delivery
0	QTY: 7 units  Camera Tripod
8	Specifications:
	• 5.5lbs Capacity or higher
	Can be converted to a monopod
	• Independent Pan and tilt locks
	Aluminum 4 section Tripod legs
	• Can reach up to 66.5" height range or higher
	Rubber and spiked feet
	• 7 business days replacement from the date of Delivery
	QTY: 7 units
9	Condenser Microphone
	Specifications:
	*Operating Principle: Pressure Gradiant
	*Capsule: Condenser
	*Diaphragm: At least 0.5"/12.70mm
	*Frequency Range: 40Hz to 20Hz
	*Maximum SPL: 135dB
	*Impedance: 200 Ohms or better
	*Dynamic Range:119dB or better
	*7 business days replacement from the date of Delivery
	QTY: 2 units
10	Wireless Intercom System (4 Headsets)
	Specifications:
	*Production Crew Communication (4 people)
	*1 True Wireless Master Headset
	*Adjustable Boom, Auto-Mutes when up
	*Breathe Isolating Leatherette Earpads
	*No Hub Required *3 True-Wireless Remote Headsets
	*Full-Duplex Communication up to 1312 or more
	*7 business days replacement from the date of Delivery
	QTY: 4 units
<u></u>	Q11.7 WIIIG

11	Video Switcher 4 Ports	
	Specifications:	
	*Channel Live Stream HDMI Switcher	
	*Control up to Four BMPCC 6K/4K Cameras	
	*Live Tally, Stream and Record Status	
	*Record Button, Channel Preview Multiview	
	*1 year manufacturer's warranty	
	*7 business days replacement from the date of Delivery	
	QTY: 5 units	
12	12 Channel Analog Mixer with effects	
	Specifications:	
	Combo XLR-1/4" Mic/Line Inputs	
	*4-In/4-Out USB Audio Interface	
	*Master XLR Outputs	
	*Independent Headphone Controls	
	*Six ¼" Line Inputs and Two RCA Inputs	
	*Dedicated Aux Send and Stereo Return	
	*3-band EQ & Hi-Z inputs on Channels 1&3	
	*1 year manufacturer's warranty	
	*7 business days replacement from the date of Delivery	
10	QTY: 2 units	
13	Handycam	
	Specifications:	
	*Full HD Video	
	*Image Stabilization	
	*Flip-Out LCD View Screen	
	*Supports micro SD/SDHC/SDXC Media Cards	
	*30x Optical Zoom Lens or equivalent	
	*XAVC S recording, AVCHD and MP4	
	*1 year manufacturer's warranty	
	*7 business days replacement from the date of Delivery	
	QTY: 6 units	
	Additional requirements for Technical Specifications, as follows:	
	a. the winning bidder shall provide an "on call" after sales support,	
	during office hours within the warranty period.	

#### Notes:

➤ Bidders must state here either "Comply or Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameters of the equipment offered.

#### MANNER OF PAYMENT

The Supplier shall bill DepEd Cebu City Division upon delivery of all requested goods/items. For this purpose the Supplier shall issue Delivery Receipt. Non-compliance thereon gives DepEd Cebu City Division the right to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.

I hereby commit to comply with all the above requirements.			
Name of Company/Bidder			
Signature over Printed Name of Bidder	Date		

# Section VIII. Checklist of Technical and Financial Documents

## **Notes on the Checklist of Technical and Financial Documents**

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

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

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

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

#### I. TECHNICAL COMPONENT ENVELOPE

## Class "A" Documents Legal Documents (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; (new and revised/updated as per GPBB Resolution No. 15 s. 2021) **Technical Documents** (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not vet started, if any, whether similar or not similar in nature and complexity to the contract to be bid a.copies of the corresponding notices of award and/or notices to proceed and/or contracts/purchase order; 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 a. Must indicate a single contract, similar to the contract to be bid, in an amount equivalent to at least fifty percent (50%) of the ABC to be bid pursuant to Section III, BDS Clause 5.4; or b. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of Non-Expendable Supplies of the ABC for this Project; and the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above. c. Submit also the following inside this envelope: c. 1 copy of the corresponding notice of award or notice to proceed/purchase order/ contract; and c. 2 end user's acceptance or official receipt(s) or sales invoice issued for the contract. (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also П a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and

\*Conformity with the Schedule of Requirements (Section VI)

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(e) \*Conformity with the Technical Specifications (Section VII), 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.
<u>Fi</u>	nancial 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.
II. FI	NANCIAL COMPONENT ENVELOPE  (i) Original of duly signed and accomplished Financial Bid Form; and (j) Original of duly signed and accomplished Price Schedule(s).
	<ul> <li>(k) [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.</li> <li>(l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.</li> </ul>

Sample Form or Template of the following documents is provided in Section VIII of this bidding documents, to wit:

- Bid Form;
- Bid Securing Declaration;
- Price Schedule for Goods offered from within the Philippines;
- Price Schedule for Goods offered from Abroad;
- Contract Agreement Form for the Procurement of Goods;
- Omnibus Sworn Statement
- Performance Securing Declaration;
- New and revised/updated Philgeps Certificate of Registration as per GPBB Resolution No. 15 s. 2021

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

[shall be submitted with the Bid]

#### BID

FORM	
Date:	
Project Identification No.:	

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose of	
of agentCurrencyCommission or gratuity	
(if none, state "None") /	

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

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

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

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

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

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

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

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

\_\_\_\_\_

### For Goods Offered from Within the Philippines

Project ID No.

Page

of

Name of Bidder

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8 )	Total Price delivered Final Destination (col 9) x (col 4)
Name	e:								
Legal	Capacity:								
Duly	authorized	to sign tl	he Bid fo	r and b	ehalf of:				

# Price Schedule for Goods Offered from Abroad

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

Name of Bidder Project ID No Page of						
	1					
5	6	7	8	9		
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)		
	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	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 CIF port of entry (specify port) or CIP named place (specify border point or place of destination)  (col. 4 x 5)	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of 5)  Unit Price Delivered Delivered Duty Unpaid (DDU)  (specify border point or place of 5)		

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

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

#### [Jurat]

### **Contract Agreement Form for the Procurement of Goods (Revised)**

CONTR	ACT	AGRE	EMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

#### 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

# <u>execution</u>, <u>such</u> as the <u>Notice</u> to <u>Proceed</u>, <u>Variation Orders</u>, and <u>Warranty Security</u>, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] 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.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

#### Acknowledgment

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

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

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

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

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

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

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

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

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

#### [Jurat]

#### **Performance Securing Declaration (Revised)**

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIP	PPINES)		
CITY OF	) S.S.		

#### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

#### [Jurat]

#### **Bank Guarantee Form for Advance Payment**

To: [name and address of PROCURING ENTITY] [name of Contract] Gentlemen and/or Ladies: In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause Error! Reference source not found. of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words]. We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words]. We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification. This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date]. Yours truly, Signature and seal of the Guarantors [name of bank or financial institution] [address]

[date]

## New and revised/updated Philgeps Certificate of Registration as per GPBB Resolution No. 15 s. 2021

# Republic of the Philippines Department of Budget and Management PROCUREMENT SERVICE

# CERTIFICATE OF PHILGEPS REGISTRATION (Platinum Membership)

THIS IS TO CERTIFY THAT

Valenzuela City, Metro Manila, NCR, Philippines

is registered in the **Philippine Government Electronic Procurement System (PhilGEPS)** on <u>21-Mar-2002</u> pursuant to Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

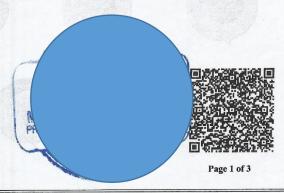
This further certifies that has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof.

For the purpose of updating this Certificate, all Class "A" eligibility documents covered by Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 supporting the veracity, authenticity and validity of this Certificate shall remain current and updated. The failure by the prospective Bidder to update this Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of its validity until such time that all of the expired Class "A" eligibility documents has been updated. By submitting this Certificate, the Bidder certifies:

- the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted:
- 2. the veracity of the statements and information contained therein;
- 3. that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding, nor is it an evidence that the Bidder has passed the post-qualification stage; and
- 4. that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.

This Certificate is valid until 29-Jul-2022

Issued this <u>25th</u> day of <u>June 2021</u>. This is a system generated certificate. No signature is required.

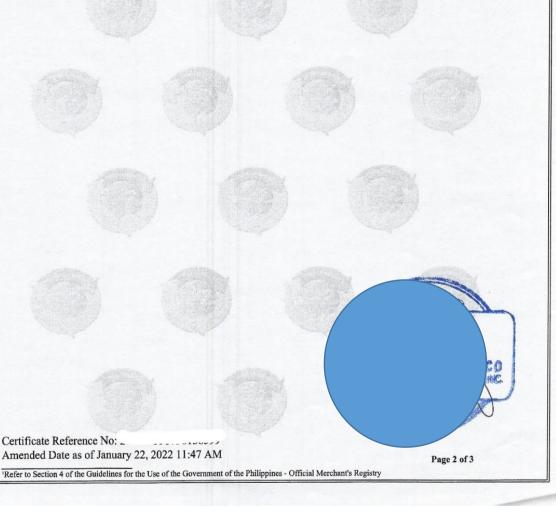


Documentary Stamp Tax Paid Php 30.00 Certificate Reference No:

Amended Date as of January 22, 2022 11:47 AM

## REMINDERS 1

- The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation
  of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval
  of the merchant's application for registration.
- A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.
- The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.



"Annex A"

# List of Eligibility Documents

of

	Registration Date: 20-Oct-1995
<b>SEC Certificate</b>	SEC Certificate Number: Assessed 4
	Expiration Date: 31-Dec-2022
	Permit Number: 00013542
<b>Mayors Permit</b>	Place of Issue: VALENZUELA CITY
	Issued By / Signatory:
	Issuance Date: 12-Jan-2022
	Expiration Date : 21-Jun-2022
	TCC Number: 00-21-R0314-2021-16
Tax Clearance	Issued By / Signatory:
	Issuance date: 21-Jun-2021
	Date of Filing: 02-Jun-2021
	Current Asset
<b>Audited Financial Statement</b>	Total Asset
	Current Liabilities
	Total Liabilities
	Name of Auditor:
	BIR RDO Code: 024
	Expiration Date : -
	Issued By / Signatory:
PCAB License	Issuance Date : -
	License Number:
	License First Issue Date : -
	Principal Classification :
	Category:

Certificate Reference No: 202

Amended Date as of January 22, 2022 11:47 AM

Page 3 of 3

#### All envelopes shall:

- a) Contain the name of the Project/contract to be bid in Capital Letters;
- b) Bear the name and address of the Bidder in Capital Letters;
- c) Be addressed to the DepEd Cebu City-BAC;
- d) Bear the specific identification of this bidding process indicated in the IB; and
- e) Bear a warning "DO NOT OPEN BEFORE..." the date and time of the opening of bid as indicated in the IB Illustration of the Sealing and Markings are as follows

