

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Service for Short Message Service (SMS) Provider

Government of the Republic of the Philippines



Disaster Risk Reduction and Management Service (DRRMS)

MAY 2024

2024-DRRMS(009)-BII-CB-031

**Sixth Edition
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Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements.....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids.....	15
18. Domestic Preference.....	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet.....	17
Section IV. General Conditions of Contract	23
1. Scope of Contract.....	24
2. Advance Payment and Terms of Payment.....	24
3. Performance Security.....	24
4. Inspection and Tests.....	24
5. Warranty	25
6. Liability of the Supplier.....	25
Section V. Special Conditions of Contract	26
Section VI. Schedule of Requirements	29
Section VII. Terms of Reference and Scope of Work	31
Section VIII. Checklist of Technical and Financial Documents	38

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



Republic of the Philippines
Department of Education
BIDS AND AWARDS COMMITTEE II

PROJECT NO.: 2024-DRRMS(009)-BII-CB-031

INVITATION TO BID

FOR THE

Procurement of Service for Short Message Service (SMS) Provider

1. The **Department of Education (DepEd)**, through the *Government of the Philippines (GOP) under 2024 DPRP (Current Fund)* intends to apply the sum of **Philippine Pesos One Million, Two Hundred Thousand and 00/100 (PhP1,200,000.00) only**, being the total Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Service for Short Message Service (SMS) Provider** broken down as follows:

Description	Quantity	Approved Budget for the Contract (ABC) In PhP
Procurement of Service for Short Message Service (SMS) Provider	12 months	1,200,000.00

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

2. The **DepEd**, through the **Bids and Awards Committee (BAC) II**, now invites bids for the goods/services contemplated in this project. Expected completion of delivery of the goods/services is detailed specified in **Section VI. Schedule of Requirements** and **Section VII. Terms of Reference and Scope of Work** of this bidding document.

Prospective bidder should have completed, within a period of **five (5) years** immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority's (PSA's) Consumer Price Index (CPI), must be **at least fifty percent (50%)** of the ABC.

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.

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 Procurement Management Service – BAC Secretariat Division (ProcMS-BACSD)** at **Telephone Nos. (02) 8636-6542 or (02) 8633-9343** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00 a.m. to 5:00 p.m.**
5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:
 - a. A complete set of Bidding Documents may be acquired by interested Bidders from the **DepEd Procurement Management Service – BAC Secretariat Division, Room M-511, 5th Floor, Mabini Building, DepEd Complex, Meralco Avenue, Pasig City**, upon accomplishing the Bidder's Information Sheet (**Annex "A"**) and payment of a non-refundable fee for the Bidding Documents to the **DepEd Cashier**.

Payment in checks should be made payable to **DECS OSEC TRUST**.

- b. Interested Bidders may signify their intent to purchase the Bidding Documents through email at depedcentral.bacsecretariat@deped.gov.ph by accomplishing the Bidder's Information Sheet (**Annex "A"**). Upon receipt of the Bidder's Information Sheet, the BAC Secretariat Division will send through email the details of the DECS OSEC TRUST Fund Account for payment. Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids.

Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

Amount of Bidding Documents shall be **Philippine Pesos Five Thousand and 00/100 (PhP5,000.00)**.

6. The **DepEd** will hold a Pre-Bid Conference for this Project on **May 28, 2024, 2:00 p.m.**, at **Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at or before **2:00 p.m. (Philippine Standard Time)**, of **June 10, 2024**, at **Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**. Bids will be opened, immediately after the aforementioned deadline for receipt of bids, in the presence of the bidders' representatives who choose to attend the activity.

Late bids shall not be accepted.

Only **two (2) representatives** per bidder will be allowed to enter inside the venue.

For the purpose of constituting a quorum, both the physical and virtual presence of the BAC members shall be considered pursuant to GPPB Resolution No. 09-2020.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. The **DepEd** 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.
10. For further information, please refer to:

RONIELA G. MARIANO

Technical Assistant I

Procurement Management Service - BAC Secretariat Division

Rm. M-511, 5th Floor, Mabini Bldg.

DepEd Complex, Meralco Avenue, Pasig City

Telephone Nos. (02) 8636-6542 or (02) 8633-9343

Email address: **depedcentral.bacsecretariat@deped.gov.ph**

11. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/>

<https://www.deped.gov.ph/>

*Date of Issuance of Bidding Documents: **May 21, 2024***

(SGD.)

Dr. DEXTER A. GALBAN

Assistant Secretary and Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd)**, through its **Disaster Risk Reduction and Management Service (DRRMS)** wishes to receive Bids for the **Procurement of Service for Short Message Service (SMS) Provider**, with project identification number **2024-DRRMS(009)-BII-CB-031**.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) Lot**, as described in **Section I (Invitation to Bid)**, **Section VI (Schedule of Requirements)**, and **Section VII (Terms of Reference and Scope of Work)**.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **GAA 2024** in the amount of **Philippine Pesos One Million, Two Hundred Thousand and 00/100 (Php1,200,000.00)**.

2.2. The source of funding is the General Appropriations Act **2024** under **2024 DPRP (Current Funds)**. Pursuant to **NBC No. 592**, the funds for this project shall be valid for release, obligation, and disbursement until **December 31, 2024**, subject to any subsequent issuance to this effect.

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 No.9184, the Bidder should have Single Largest Completed Contract (SLCC) **at least one (1)** contract similar to the project to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority's (PSA's) consumer price index (CPI), must be **at least fifty percent (50%)** of the ABC of the lot bid for.
- 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

Subcontracting shall **NOT** be allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within a period of **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, 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, as 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 (Terms of Reference and Scope of Work)**.

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 or any form of Bid Security in the amount indicated in the **BDS**, which shall not be 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 for **120 calendar days** reckoned from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies of the Bid and/or electronic copies. **Any discrepancy between the hard/paper copies and the copies contained and as presented in the USB Flash Drive, the hard/paper copies will prevail.**

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 lot, and evaluation will be undertaken on a per lot basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot separately.
- 19.3. The descriptions of the line item shall be indicated in **Section VII (Terms of Reference and Scope of Work Section)**, although the ABC of the line item is 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 ABC for the line item participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as separate contract per 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 ABC for the line item 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 ABC for the line item

participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																					
5.3	<p>For this purpose, contracts similar to the projects shall be:</p> <p style="margin-left: 40px;">a. <i>With previous procurement of text blasting service or procurement of message blast service</i></p> <p style="margin-left: 40px;">b. completed within a period of five (5) years immediately prior to the deadline for the submission and receipt of bids.</p>																				
7	<p>Subcontract</p> <p>Subcontracting shall NOT be allowed.</p>																				
9	<p>Request for clarifications must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity's address is:</p> <p style="margin-left: 40px;">ASec. Dexter A. Galban <i>Bids and Awards Committee (BAC) II</i> <i>c/o Procurement Management Service-BAC Secretariat Division</i> <i>Rm. M-511, 5th Floor, Mabini Bldg.</i> <i>DepEd Central Office Complex Meralco Avenue, Pasig City</i> <i>Telephone Nos. 8636-6542 or 8633-9343</i> <i>Email address: depedcentral.bacsecretariat@deped.gov.ph</i></p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p>																				
11	<p>Documents comprising the Bid: Financial Component</p> <p>The second bid envelope shall contain the financial documents for the Bid, and the Bid Form and Price Schedule <i>shall be per lot</i> as prescribed in the forms provided herein.</p>																				
12	<p>The price of the Goods shall be quoted (DepEd Central Office) or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>Bid prices should be written in two (2) decimal places only. Bid prices that are written in more than two (2) decimal places shall be rounded off.</p> <p>Results of bid evaluation that will exceed the ABC shall be a ground for rejection of the bid(s).</p>																				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts indicated in this bidding documents.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 10%; text-align: center;">Lot No.</th> <th rowspan="2" style="width: 30%; text-align: center;">Description</th> <th colspan="4" style="text-align: center;">Bid Security Form & Amount (if other than Bid Securing Declaration)</th> </tr> <tr> <th style="width: 20%; text-align: center;">Cost Breakdown of the Approved Budget for the Contract (ABC)</th> <th style="width: 15%; text-align: center;">2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/</th> <th style="width: 15%; text-align: center;">5% of ABC (if bid security is in Surety Bond)</th> <th style="width: 15%; text-align: center;">Bid Securing Declaration (no percentage required)</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Lot No.	Description	Bid Security Form & Amount (if other than Bid Securing Declaration)				Cost Breakdown of the Approved Budget for the Contract (ABC)	2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/	5% of ABC (if bid security is in Surety Bond)	Bid Securing Declaration (no percentage required)						
Lot No.	Description	Bid Security Form & Amount (if other than Bid Securing Declaration)																			
		Cost Breakdown of the Approved Budget for the Contract (ABC)	2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/	5% of ABC (if bid security is in Surety Bond)	Bid Securing Declaration (no percentage required)																

				guarantee or irrevocable letter of credit)		
	1	SMS Interface that responsible for sending SMS RADaR Trigger and SMS Notifications for DRRMIS	1,200,000.00	24,000.00	60,000.00	-
14.2	<p>Bid securities, other than a Bid Securing Declaration, shall be turned over to the DepEd Cash Division for custody. The Bid Securing Declaration shall be under the custody of the BAC Secretariat.</p> <p>Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information or feature of the document.</p>					
15	<p>Prospective bidders shall enclose their original eligibility and technical documents in a sealed envelope marked as “ORIGINAL – TECHNICAL PROPOSAL.” Copies thereof shall be similarly sealed in envelopes marked as “COPY NO. 1 – TECHNICAL PROPOSAL” and “COPY NO. 2 – TECHNICAL PROPOSAL.” In addition, the USB Flash Drive containing the soft copy of the original eligibility and technical documents shall be marked as “USB Flash Drive.” The said envelopes containing the original and the copies, and the flash drive shall then be enclosed in one single envelope marked as “TECHNICAL PROPOSAL”. On the other hand, the original of their financial documents shall be enclosed in another sealed envelope marked as “ORIGINAL – FINANCIAL PROPOSAL.” Copies thereof shall be similarly sealed in envelopes marked as “COPY NO. 1 – FINANCIAL PROPOSAL” and “COPY NO. 2 – FINANCIAL PROPOSAL.” The USB Flash Drive containing the soft copy of the original financial documents shall be marked as “USB Flash Drive.” The said envelopes containing the original and the copies, and the flash drive shall then be enclosed in one single envelope marked as “FINANCIAL PROPOSAL.” Further, the envelopes marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” shall be enclosed and/or sealed in an outer envelope marked as “MOTHER ENVELOPE.” (See Illustration 1).</p> <p>Any discrepancy between the hard/paper copies and the copies contained and as presented in the USB Flash Drive, the hard/paper copies will prevail.</p> <p>Original copies of the Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s Permit, 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) for validation.</p> <p>To facilitate the receipt and classification of bid envelopes, mother envelope shall be RED, the inner envelope containing Technical Proposal shall be Blue, the inner envelope containing Financial Proposal shall be Green, and the Post-Qualification Documents shall be Brown.</p> <p>Post-qualification documents may be submitted during the bidding but this does not disqualify bidders who will not submit post-qualification documents during bid submission.</p>					

Note: Each Bidder shall submit three (3) paper copies (one (1) original and two (2) copies) of its bid and two (2) USB Flash Drive electronics copies (one Technical Component and one Financial Component). The E-copy of the Price Schedule must be in the form of Excel and PDF.

Unsealed or unmarked bid envelopes, shall be rejected. However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for themisplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

Online submission of bids is not allowed.

19.3 The Project shall be awarded by lot, details as follows:

Lot No.	Description	Quantities	Approved Budget for the Contract (ABC) In Php
1 lot	Procurement of Service for Short Message Service (SMS) Provider	12 months	Php1,200,000.00

19.5 The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, calculated as follows:

NFCC – [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards. (23.5.1.4a)

If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC of the item bid for: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.

In any case, the NFCC computation or committed line of credit, as well as the SLCC, must be sufficient for all the item or contracts bid. The NFCC computation shall be in accordance with the prescribed form.

In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the **LOCAL LEAD PARTNER**, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner

	<p><u>to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.</u></p> <p>For this purpose, the local lead partner shall be that person/organization/company identified in the Joint Venture Agreement or in the Letters of Intents (for potential JV partners) shown to have the controlling stakes in the JV.</p> <p>For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them.</p>
<p>20.1</p>	<p>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 LCB, the Bidder shall submit the following requirements:</p> <ul style="list-style-type: none"> a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank; <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p> <ul style="list-style-type: none"> b. Other appropriate licenses and permits required by law and stated in the BDS. <p>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present/submit:</p> <ul style="list-style-type: none"> a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Single Largest Completed Contract which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts. b. For validation purposes, original copy Class "A" Eligibility documents. <p>During post-qualification, compliance of the goods offered with the requirements specified in this bidding document shall be determined, including the following:</p> <ul style="list-style-type: none"> i. As per Section 34.3, b.ii, item a, of the IRR of R.A. 9184, verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder

for use in the contract under bidding, as well as checking the performance of the bidder in its ongoing government and private contracts, if any of these ongoing contracts shows:

- a. Negative slip page of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent (10%) in each of two (2) or more contracts;
- ii. **As per Section 34.3, b.iii, item a to c, of the IRR of R.A. 9184**, verification and/or inspection and testing of the goods/product, aftersales and/or maintenance capabilities, in applicable cases, as well as checking the following:
 - a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;
 - b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or
 - c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection.

If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the bidder from the award, for the procurement of goods.

In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class "A" documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in *Section II. ITB 20.1*.

The envelope shall be placed in a **brown** envelope and marked:

ITB 20.1 Documents

Name of Project: _____
Bid Opening Date: _____
Name of Bidder: _____

Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.

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

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 are 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 VII (Terms of Reference and Scope of Work)** 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

Special Conditions of Contract

GCC Clause	
1	<p>The required services must be rendered by the Service Provider in accordance with the Specification and other requirements indicated in the bidding documents, and/or as may be reasonably deemed necessary to effect the full and timely performance of services. The services shall be rendered at the designated delivery site (DepEd Central Office to be determined by the Disaster Risk Reduction and Management Service).</p> <p>For purposes of this Clause, the representative of the Department of Education (DepEd) at the delivery Site shall be the DRRMS through DepEd Central Office – Mr. JOSE GABRIEL R. NOVENO, for the End-User Unit, and the Inspectorate Team.</p> <p>In case the Supplier encounters conditions impeding timely completion of services required, it must promptly notify DepEd in writing within five (5) calendar days from notice of such conditions, and any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. The Supplier must provide sufficient proof to support any request for work suspension and/or contract period extension.</p>
2.2	<p>Schedule of Payment</p> <p>Payment will be calculated according to the actual number of RADaR SMS triggers sent monthly. An initial budget of PhP100,000.00 per month has been allocated for this purpose. However, it is important to note that the occurrence of disasters may vary, resulting in months with either no occurrences or minimal triggering of SMS alerts. In such cases, any excess funds remaining from those months within the fiscal year will be utilized to cover any deficit in subsequent months, to ensure that the total expenditure does not exceed the designated annual budget</p> <p>(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user [Disaster Risk Reduction and Management Service (DRRMS)] and the Contract Management Division of the Procurement Management Service, Central Office).</p>

3	<p>Performance Security</p> <p>The Performance Security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The Supplier shall be responsible for the extension of its performance security and/or renewal of its performance security whenever necessary and/ without need of prior notice or instruction from DepEd, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.</p> <p>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>
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Section VI. Schedule of Requirements

A. List/Description of Goods /Services

The delivery schedule expressed below stipulates the date of delivery to the project site.

Lot No.	Description	Payment Scheme	Quantities	Delivery Period
1 lot	SMS Interface that responsible for sending SMS RADaR Trigger and SMS Notifications for DRRMIS.	Payment based on the actual RADaR SMS trigger and DRRMIS notifications sent.	12 Months	Within Three Hundred Sixty (360) calendar days from the receipt of the Notice to Proceed (NTP)

B. Contract Duration

Complete delivery shall be made within the contract duration stipulated above, from the date of receipt of the Notice to Proceed (NTP).

C. Delivery Sites

Goods shall be delivered to **DepEd Central Office, Meralco Avenue, Pasig City.**

Statement of Compliance

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

Name and Signature of Bidder's Authorized Representative

***Section VII. Terms of Reference and
Scope of Work***

Terms of Reference

DESCRIPTION	END-USERS TERMS OF REFERENCE
RATIONALE / OVERVIEW	<p>The Education Safe from Disasters Project is a collaborative initiative involving the Department of Education (DepEd), Save the Children Philippines, and the Prudence Foundation. The primary goal of this project is to enhance the safety of schools throughout the Philippines. The project is focused on strengthening the Comprehensive School Safety (CSS) framework within the DepEd, to bring about significant changes to reduce children's vulnerability to various hazards and threats.</p> <p>One critical aspect of this project, in alignment with DepEd Order No. 21 s. 2015, which pertains to the <i>Disaster Risk Reduction and Management (DRRM) Coordination and Information Management Protocol</i>, is the Rapid Assessment of Damages Report (RADaR) App. Since 2021, the RADaR App has played a pivotal role in facilitating response interventions and in the reconstruction and repair of school buildings affected by disasters and emergencies.</p> <p>The Disaster Risk Reduction and Management Service (DRRMS) administers RADaR, providing assistance to mobile and web application users across the country. This assistance includes the distribution of RADaR triggers and DRRMIS SMS notifications to schools impacted by disasters via short message service (SMS). It's important to note that the funding support for the SMS service, which is currently provided by Save the Children Philippines (SCP) to the DRRMS, is scheduled to conclude by December 2023.</p>
OBJECTIVE	Short Message Service (SMS) for DRRMIS and Rapid Assessment of Damages Report (RADaR) App
SCOPE OF THE SERVICES	<p>The DepEd-DRRMS (end-user) shall:</p> <ul style="list-style-type: none"> • Appoint a focal person to coordinate the project with the service provider for the timely delivery of deliverables. • DepEd to ensure the reporting of service performance through DepEd ICTS <p>The Service Provider shall:</p> <ul style="list-style-type: none"> • Ensure the compatibility of the SMS API to Rapid Assessment of Damages Report (RADaR) App. • Ensure that the messages are directed towards RADaR App users. • Ensure the consistent availability of the service. • Assist and troubleshoot when issues regarding SMS sending are needed. • Appoint a focal person to coordinate the project with DepEd focal for the timely delivery of deliverables.

MINIMUM MANPOWER REQUIREMENTS	At least 1 focal person to coordinate the project with the service provider for the timely delivery of deliverables.		
FACILITIES AND EQUIPMENT (TO BE PROVIDED BY PROCURING ENTITY)	N/A		
OUTPUT SCHEDULE/ DELIVERABLES AND PAYMENT SCHEDULE	SCHEDULE OF ACTIVITIES		
	Covered indicative period of engagement: 360 Calendar Days		
	Timeline	Outputs	Payment Scheme
	360 calendar days from the receipt of the Notice to Proceed	Sending of RADaR SMS trigger and DRRMIS notifications	Payment based on the actual RADaR SMS trigger and DRRMIS notifications sent
	TOTAL		Php1,200,000.00

SCOPE OF WORK

TECHNICAL REQUIREMENTS	<p>The Disaster Risk Reduction and Management Service (DRRMS) administers the Rapid Assessment of Damages Report (RADaR) web and mobile application across the country. This requires the sending of RADaR triggers and DRRMIS notifications to schools affected by disasters through short message service (SMS). Below are the specifications required by the DRRMS:</p> <ul style="list-style-type: none"> • Verification: SMS service provider must ensure API compatibility with the RADaR App. • Auto Reply: The SMS service provider must be able to send an automated reply to notifications that monitors the functionalities of message delivery status. • Customizable Sender ID: The SMS service provider must be able to personalize the DRRMS sender number through SMS masking and enable unique sender IDs to enhance immediate recognition and brand credibility, while safeguarding sender information security. • Real-Time Sending: The SMS service provider must be able to send text messages to the DRRMS' coordinators in real-time without interruptions. • Bulk SMS: the SMS service provider must be able to send text messages to 50,000 users simultaneously at the school level with no interference, using a multi-channel message blaster that is capable of simultaneously delivering branded messages to multiple recipients. • Contact Lists: The SMS service provider must be able to provide the DRRMS with a facility to upload contacts for the SMS application, select numbers from the contacts database and bulk sending. Text files must contain letters, numbers, symbols, or a combination, and enable the DRRMS to create and store text
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	<p>without any special formatting; comma-separated variable or CSV files must store information in a table.</p> <ul style="list-style-type: none"> • Scheduled SMS Blasting: The SMS service provider must enable the DRRMS to configure the settings to specify a time and date when it would like the bulk SMS to be sent. The bulk SMS system must give the option to repeat sending at specified times and dates, or to send it during post-disaster scenarios.
<p>MINIMUM QUALIFICATION OF SERVICE PROVIDER</p>	<p>DRRMS proposes to engage an established organization that has vast experience in using the latest software for developing applications, with the personnel required to implement this project. The Service Provider must be duly established in the Philippines.</p> <p>For eligibility and shortlisting purposes, the firm must submit the legal, technical, and financial documents under Section 24 of the IRR of RA 9184 ("Government Procurement Reform Act").</p> <p>The Service provider, to be assigned to this project, must meet the following requirements:</p> <ul style="list-style-type: none"> • A group entity in the Philippines with at least five (5) years of experience in producing and developing web and mobile applications development; • With at least one (1) completed web or mobile application development project with a National Government Agency or Local Government Units; and • With excellent IT development skills and in-depth knowledge of open-source programming languages, with a proven record of innovation in the mobile platform and application field, and the ability to conceptualize and develop innovative solutions
<p>ESTIMATED BUDGET</p>	<p>The approved budget for the hiring of the SERVICE for SMS Provider is ONE MILLION TWO HUNDRED THOUSAND PESOS (PhP1,200,000.00) only, inclusive of all applicable government taxes and service charges.</p> <p>The hiring of the Service provider shall be a fixed-price contract. Any extension of contract time shall not involve any additional cost to the DepEd-DRRMS.</p>
<p>OTHER CONDITIONS OF THE CONTRACT</p>	<p>PERFORMANCE EVALUATION</p> <p>The service provider must deliver quality outputs on time as stated in the scope of the work.</p> <p>INTELLECTUAL PROPERTY RIGHTS</p> <p>All Intellectual Property Rights created by this Contract shall be owned by DEPED. The Service provider holds DEPED free from all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties. Attribution shall be given to the service provider.</p>

NONLIABILITY

The service provider agrees to hold harmless and indemnify DepEd from any liability arising from the service provider's negligence, whether sole or in concert with others, in connection with the performance of the services described herein.

CONFIDENTIALITY OF DATA AND INFORMATION

The service provider acknowledges that this Contract depends on the trust and confidence reposed on it by DepEd. It also acknowledges that, in the course of carrying out the duties under this Contract, it may receive documents, or become private to confidential matters and/or sensitive discussions with or between DepEd officials (the "Confidential Information"), it shall comply with the relevant provisions of the Data Privacy Act of 2012, it's Implementing Rules and Regulations and pertinent circulars of the National Privacy Commission. The Service Provider shall not use any confidential information, make copy, record, duplicate any document, or reduce it into writing, without the prior written consent of DepEd, acquired during the term of this agreement, unless otherwise provided by law.

The service provider shall submit outputs directly to the designated focal person within DepEd-DRRMS for review and endorsement for payment. All materials, data, and information used and generated through this project shall be the sole property of DRRMS. The Service Provider shall not use or disseminate these documents for their own research purposes without the written consent of DepEd.

LIQUIDATED DAMAGES

If the service provider fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

SERVICE LEVEL AGREEMENT

The purpose of this Service Level Agreement ("SLA") is to set forth the terms and conditions governing the utilization of SMS provider services for the Rapid Assessment of Damages Report Application ("RADaR App"), as well as the payment conditions concerning failed transactions and credits for unused services.

The activities undertaken by the Department of Education ("Recipient") in this SLA will serve to promote general disaster risk reduction (DRR) collaboration, with a particular emphasis on the provision of Short Messaging Service (SMS) for the RADaR App.

1. Scope of Services

The SMS provider, herein referred to as the "Provider," hereby agrees to furnish comprehensive messaging services exclusively tailored to facilitate uninterrupted communication within the RADaR App. These services include the transmission and delivery of text messages, notifications, and alerts within the application's framework. It is understood that the Provider shall adhere strictly to the predefined specifications mutually agreed upon by both parties, ensuring compatibility and optimal functionality within the RADaR App environment.

2. Service Availability

The Provider commits to ensuring the uninterrupted availability and functionality of its messaging services, herein after referred to as the "Services," with an uptime guarantee of 100%. This uptime guarantee encompasses the continuous operability of the Services, excluding predefined periods of scheduled maintenance and unforeseen force majeure events beyond the Provider's control. It is imperative that the Provider maintains the highest standard of service availability to uphold the efficiency and reliability of communication channels within the RADaR App.

3. Response Time

In recognition of the critical nature of timely issue resolution and support, the Provider undertakes to maintain a swift and responsive approach to addressing any inquiries, concerns, or technical issues related to its Services. The Provider commits to a predefined response time of not more than 30 minutes for acknowledging and resolving such matters promptly and efficiently. This commitment aims to minimize disruption to the operation of the RADaR application and ensure the continuous functionality of its messaging features.

4. Payment Terms

Payment for the utilization of SMS services provided by the Provider shall be rendered within the agreed payment period of 45 days from the date of invoice issuance, subject to the usual accounting and auditing rules and regulations. In the event of failed transactions, wherein messages are not successfully delivered as intended, the Provider shall promptly issue a credit note equivalent to the value of the failed transactions. These credit notes will be duly recorded and offset against subsequent invoices to ensure fair and transparent billing practices for the Recipient.

5. Credits for Unused Services

Unused credits resulting from SMS services shall be carried forward

	<p>to the subsequent billing period, effectively extending the validity and utility of the Recipients' purchased credits. It is expressly agreed that these unused credits shall be prioritized and utilized before any newly acquired credits are consumed, thereby maximizing the Client's investment, and ensuring optimal cost-effectiveness in the utilization of SMS services within the RADaR App.</p> <p>6. Termination Both parties reserve the right to terminate this Agreement upon 30 days prior written notice in the event of a material breach of contractual obligations by the other party. Termination shall be conducted in accordance with the terms specified herein, allowing for a structured and orderly cessation of contractual obligations while safeguarding the respective interests and rights of both parties.</p> <p>7. Confidentiality In recognition of the sensitive nature of proprietary information exchanged during this SLA, both parties hereby undertake to maintain strict confidentiality regarding any and all proprietary or sensitive information disclosed or accessed in connection with the provision or utilization of Services. This obligation extends to all parties involved, including employees, agents, and subcontractors, and shall remain in effect during this SLA term and thereafter.</p>
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STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Terms of Reference and Scope of Work for the Project: **Procurement of Service for Short Message Service (SMS) Provider.**

Name and Signature of Authorized Representative

***Section VIII. Checklist of Technical
and Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (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.

II. FINANCIAL COMPONENT ENVELOPE

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

See **Annex "B"** for the Price Schedule Form.

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

- (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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owner's Name a. Address b. Telephone Nos.	Nature of Work	Bidder's Role		Date Awarded a. Date Started b. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: (In case of no ongoing contract, the bidder shall submit this duly signed form and indicate **“No ongoing contracts”** or **“None”** or **“Not Applicable (N/A)”** under the Column for Name of Contract (first column from left)

Submitted by: _____

Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____

STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name : _____

Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed d. Contract Performance certified by End User
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: The bidder must be able to support this statement with:

- 1) End-User's Acceptance; 2) Contract; and 3) Official Receipts or Sales Invoice

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Joint Venture Agreement Form

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.
- and -

_____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the (Name of the Procuring Entity).

NAME OF PROJECT	CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and _____ own the share and interest of _____ and _____ [indicate percentage of shares] respectively

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

SIGNED IN THE PRESENCE OF:

Witness

Witness

REPUBLIC OF THE PHILIPPINES) S.S.
PASIG CITY, METRO MANILA)

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day of _____, 201_ personally appeared:

<u>NAME</u>	<u>GOVERNMENT-ISSUED IDENTIFICATION CARD</u>		
	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
_____	_____	_____	_____
_____	_____	_____	_____

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

The foregoing instrument is a JOINT VENTURE AGREEMENT consisting of pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left hand margin of each and every page hereof.

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

NOTARY PUBLIC
Until December 31, 20__

Doc. No. _____
Page No. _____
Book No. _____
Series of 20__

NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from date of bid submission.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = 15 regardless of contract duration

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped “RECEIVED” by the BIR or its duly accredited or authorized institution for the preceding year which should not be earlier than two (2) years from date of bid submission.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____



PROJECT: Procurement of Service for Short Message Service (SMS) Provider

CONTRACT NO.:

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____ by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its _____, _____, as per Department Order No. 23, s. 2021 (hereinafter referred to as “**DEPED**”); and _____ represented herein by its _____, _____, with office address at _____, Philippines (hereinafter referred to as “_____”), as per Secretary’s Certificate dated _____ (hereto attached as Annex “A”).

DEPED and _____ are collectively called “**PARTIES.**”

WHEREAS, DEPED invited bids for the **Procurement of Service for Short Message Service (SMS) Provider** with contract duration of **within three hundred sixty (360) calendar days**, consisting of **one (1) lot**, and received bids from ____ () bidders for Lot No. ____; **DEPED** opened, read, and evaluated the bids of the ____ () bidders and declared _____ as having the lowest calculated bid for Lot No. ____; after evaluation, **DEPED** post-qualified and declared the bid of _____ as the lowest calculated responsive bid for Lot No. ____ in the sum of **PHILIPPINE PESOS _____ MILLION, _____ THOUSAND, _____ and 00/100 (PhP _____) ONLY**, (hereinafter called the “Contract Price”) detailed as follows:

Lot No.	Description	Quantity	Approved Budget for the Contract (ABC) In Php

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, 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 part of this Agreement, viz:

- i. Philippine Bidding Documents (PBD);
 - a. Invitation to Bid;
 - b. Instruction to Bidders;
 - c. Bid Data Sheet;
 - d. Technical Specifications;
 - e. General and Special Conditions of the Contract;
 - f. Schedule of Requirements; and
 - g. Bid Bulletin No. 1 dated _____.
 - ii. _____'s bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and _____'s conforme thereto; and
 - v. Other contract documents required by existing laws and/or **DEPED** in the PBD. _____ 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 Order, and Warranty Security, shall form part of the Contract.
3. _____ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that _____ is in default of any of its obligation under this contract. _____ shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.
 4. The goods shall be delivered within _____ **CALENDAR DAYS** from receipt of the Notice to Proceed or as may be indicated in the Notice to Proceed. Risk and title to the goods shall not be deemed to have passed to **DEPED** until its receipt and final acceptance at the delivery site (**DepEd CO and Schools**).
 5. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation.
 6. Pre-delivery and Pre-implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team.
 7. Prior to and for purposes of inspection, _____ shall ensure convenient access to the goods for inspection. _____ shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection.
 8. The goods shall be inspected by the designated DepEd Inspectorate Team. A turnaround period of not more than _____ (**_____**) **WORKING DAYS** from the time of the receipt of the request for Pre-Delivery Inspection shall be given to **DEPED** to schedule the inspection.
 9. The goods should conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, or as amended by

subsequently issued Bid Bulletin, if any, and must be in accordance with the final technical specifications as approved by the Bids and Awards Committee based on the samples submitted by _____, and reflected in the post-qualification report, which is hereto attached as Annex "B" and made an integral part hereof.

Any proposal by _____ to deliver goods of different technical specifications, in lieu of those of the approved bids or samples, shall not be allowed. However, under justifiable circumstances, delivery of goods of equivalent, higher or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of the **DEPED's** end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by _____ for substitution shall be in writing and shall not result in any additional cost or undue burden to **DEPED**.

10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected orally or in writing by **DEPED** and replaced by _____ in accordance with the warranty provisions in the bidding documents. The replacement goods for this reason shall be subject to re-inspection. Replacement and repair of test materials shall only be applicable if the printing defects and non-compliance in the technical specifications are discovered prior to test administration. Service provider shall replace or repair defective test materials before test administration.
11. _____ shall deliver the goods to the delivery site (**Schools**). Goods delivered to sites other than the designated delivery site without **DEPED's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel, may be a cause for the termination of the Contract.
12. In case _____ encounters condition(s) impeding timely delivery of the goods, _____ shall promptly notify **DEPED** in writing within **five (5) calendar days** from notice of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. _____ must provide sufficient proof to support any request for work suspension and/or contract period extension.
13. The Contract Price shall be paid to _____ in accordance with the following disbursement procedures:
 - 12.1. _____ may submit a request for payment based on the following: (i) cumulative quantities of goods delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract, (ii) duly signed Delivery Receipts, and (iii) Inspection and Acceptance Reports (IARs), including certification by _____, duly signed and dated by the authorized representative of the **DEPED** indicating that the goods have been delivered in accordance with the Contract. Other documents in support of a request for payment may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.
 - 12.2. Payment shall be made to _____ within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED**, in the following manner:

12.2.1. _____ percent (___%) of the Contract Price shall be paid to _____ upon completion of printing, packaging, labeling of primers, and delivery and acceptance of the goods by **DEPED**'s authorized representative;

12.2.2. Payment shall also constitute release of the retention money in case of expiry of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision.

14. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to five percent (5%) the payment, or a special bank guarantee in the amount equal to five percent (5%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.

13.1. The warranty period of three (3) months shall reckon from the date of issuance of Certificate of Final Acceptance by **DEPED**.

15. _____ shall be liable for liquidated damages for the delay in delivery of goods in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered to and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to _____, or collect from any of the securities or warranties posted by _____, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

16. _____ and its employees, as agents of **DEPED**, shall uphold strict confidentiality of any information relating to this Contract. _____ shall hold Proprietary Information in strict confidence. _____ agrees not to reproduce, transcribe or disclose Proprietary Information to third parties without prior written approval of **DEPED**.

17. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

Department of Education

SIGNED IN THE PRESENCE OF:

DEPED's Witness

_____'s *Witness*

CERTIFIED FUNDS AVAILABLE:

Chief Accountant

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines, this
____ day of _____ 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID
*(Number, Issued On, Issued
By)*

Department of Education

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2024.

NOTARY PUBLIC

Bid Security (Bank Guarantee) Form

WHEREAS, [insert name of Bidder] (hereinafter called the "Bidder") has submitted its bid dated [insert date] for the [insert name of contract] (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We [insert name of Bank] of [insert name of Country] having our registered office at [insert address] (hereinafter called the "Bank" are bound unto the *DEPARTMENT OF EDUCATION Central Office*, (hereinafter called the "Entity"), in the sum of [insert amount] for which payment well and truly to be made to the said Entity the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of said Bank this ___ day of _____ 201_.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
 - (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by the Entity is due to the Entity owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date [insert days] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____
WITNESS _____

(Signature, Name and Address)

SIGNATURE OF THE BANK _____
SEAL _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

Jurat

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

Performance Security (Bank Guarantee) Form

To : The Secretary
Department of Education
DepEd Complex, Meralco Avenue
Pasig City

Attention: The Chairperson
Bids and Awards Committee

WHEREAS, [insert name and address of Supplier] (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute [insert name of contract and brief description] (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [insert amount of guarantee] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [insert amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you 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 be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

DATE _____

FINANCIAL BID FORM

Date: _____
Project No: _____

The Secretary
Department of Education
DepEd Complex, Central Office
Meralco Avenue, Pasig City

Attention: The Chairperson
Bids and Awards Committee

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 17.1 and 18.2, respectively, and it shall remain binding upon us and may be accepted at any time before the expiration of that bid validity period.

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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 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 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, further, confirm that, for purposes of this bid, and if such Bid is accepted, the address stated below shall be the Supplier's official address and contact numbers, as reflected in the *(state proof of billing e.g. PhilGEPS Certificate, Mayor's Permit, SEC, Tax Clearance)*

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 over printed name of
Authorized Representative]

[in the capacity of _____]
(designation of Authorized Representative)

Duly authorized to sign Bid for and on behalf of _____
[Registered Company/Business Name of the Bidder]

Address : _____ Telephone No : _____
Telefax: _____ Email address : _____

SEALING AND MARKING OF BIDS

GOODS AND SERVICES

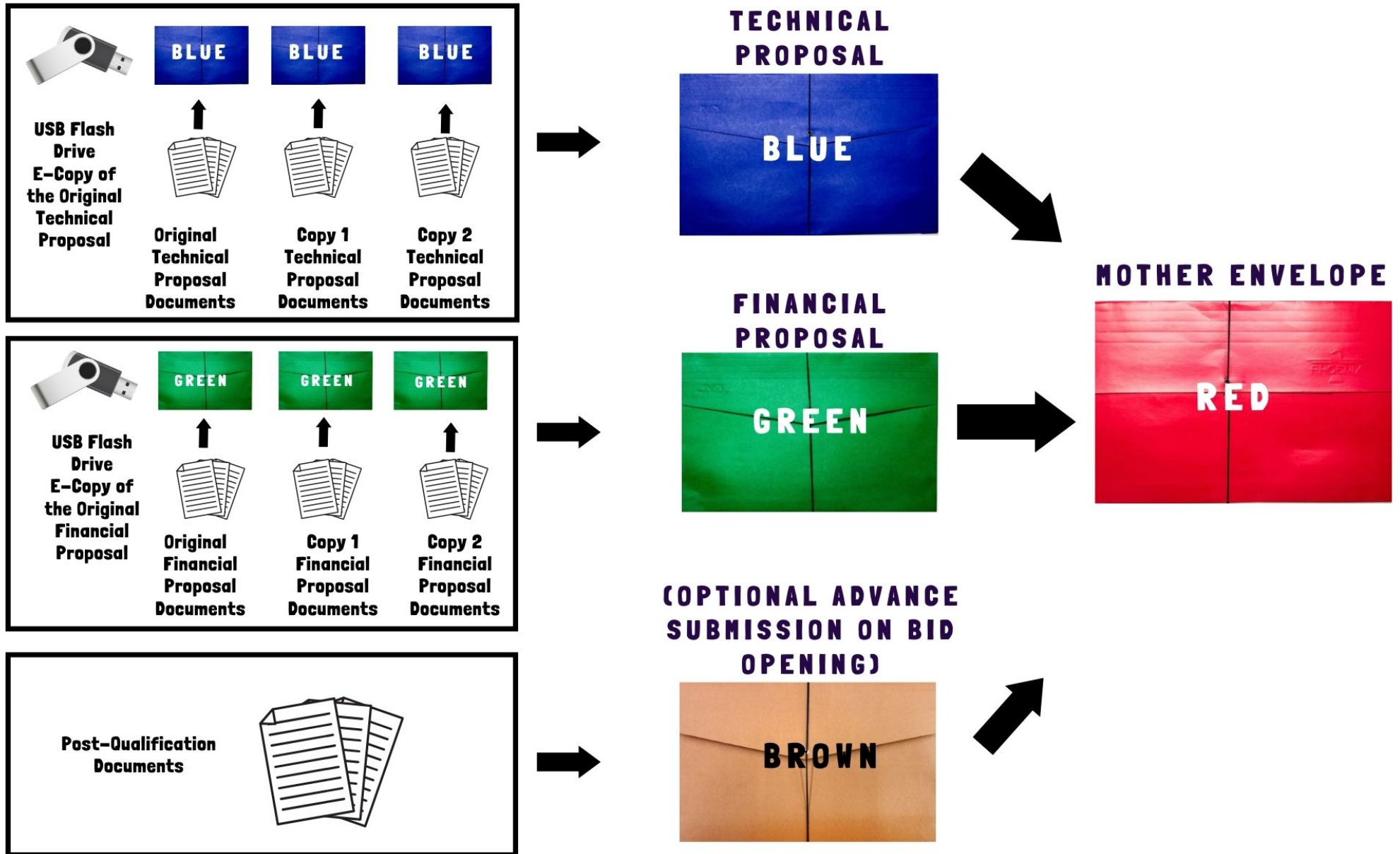


Illustration 1

ORIGINAL / COPY NO. ____

[BIDDER'S COMPANY NAME]

[COMPANY'S OFFICE ADDRESS] PUBLIC BIDDING:

[PROJECT TITLE]:

BIDDING FOR [no.] : [item description] (if applicable)

THE CHAIRPERSON BIDS AND AWARDS COMMITTEE
DEPARTMENT OF EDUCATION CENTRAL OFFICE
[VENUE OF BID OPENING]

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

Republic of the Philippines



Government Procurement Policy Board