PHILIPPINE BIDDING DOCUMENTS

Procurement of Cloud-based Productivity Suite for One Year

Government of the Republic of the Philippines

Information and Communications Technology Service- Solutions Development Division (ICTS-SDD)

NOVEMBER 2024

2024c-ICTS2(017)-BI-CB-056

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Table of Contents

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.

BDS – Bid Data Sheet.

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])

IB – Invitation to Bid.

ITB – Instruction to Bidders.

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

PROJECT NO.: 2024c-ICTS2(017)-BI-CB-056

INVITATION TO BID

FOR THE

Procurement of Cloud-based Productivity Suite for One Year

1. The **Department of Education (DepEd)**, through the Government of the Philippines (GOP) under **DCP 2023 (Continuing Fund)** intends to apply the sum of **Philippine Pesos Two Hundred Two Million and 00/100 (Php202,000,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Cloud-based Productivity Suite for One Year** broken down as follows:

LOT NO.	DESCRIPTION	Quantities/ Licenses	APPROVED BUDGET FOR THE CONTRACT (ABC) in PhP
1 lot	Cloud-based Productivity Suite Licenses	1,000,000	202,000,000.00

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) I**, now invites bids for the goods and services contemplated in this project. Expected completion of delivery of the goods and services per lot is specified in **Section VI. Schedule of Requirements** and **Section VII. Technical Specifications** of this bidding documents.

    Prospective bidder should have completed, within a period of **five (5) years** immediately preceding the deadline for submission of bids, a 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 of the lot bid for.

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 of 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. 8636-6542 or 8633-9343** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00am to 5:00pm.**

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 ProcMS-BACSD, Room M-512, 5th Floor, Mabini Building, DepEd Central Office Complex, Meralco Avenue, Pasig City,** upon accomplishing a bidder's information sheet 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 <u>depedcentral.bacsecretariat@deped.gov.ph</u> by accomplishing a 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 Fifty Thousand and 00/100 (PhP50,000.00).*

6. The **DepEd** will hold a Pre-Bid Conference for this Project on **December 3, 2024, 02:00 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 on or before **10:00 A.M. (Philippine Standard Time), of December 16, 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 Instructions to Bidders (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:

   JOSHUA R. MERCADO
   Technical Assistant II
   Procurement Management Service - BAC Secretariat Division
   Rm. M-511, 5th Floor, Mabini Bldg.
   DepEd Central Office Complex Meralco Avenue, Pasig City
   Telephone Nos. 8636-6542 or 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: **November 26, 2024**

   (SGD.)
   MALCOLM S. GARMA
   Assistant Secretary and Chairperson

Section II. Instructions to Bidders

1. **Scope of Bid**

   The Procuring Entity, **Department of Education (DepEd),** through its *Information and Communications Technology Service – Solutions Development Division (ICTS-SDD)* wishes to receive Bids for the *Procurement of Cloud-based Productivity Suite for One Year,* with project identification number **2024c-ICTS2(017)-BI-CB-056.**

   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 (Technical Specifications)**.

2. **Funding Information**

   2.1. The GOP, through the source of funding for **General Appropriations Act (GAA) 2023** in the amount of **Philippine Pesos Two Hundred Two Million and 00/100 (Php202,000,000.00).**

   2.2. The source of funding is the **GAA 2023** under **DCP 2023 (Continuing Fund)**. Pursuant to **NBC No. 590**, 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 the following:

      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 a 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 is not 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 Bid Data Sheet (BDS), the price of the Goodsshall be quoted delivered duty paid (DDP) with the place ofdestination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in 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 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 specific time, date, and location mentioned in paragraph 9 of the **IB**. The Bidders' representatives who are present must sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots, and evaluation will be undertaken on a per lot basis, as the case may be. 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 lots shall be indicated in **Section VII (Technical Specifications)**, although the ABC of the lot is indicated in the **BDS** for purposes of the NFCC.

19.4. 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 lot/s participated in by the prospective Bidder.

19.5. The Project shall be awarded as separate contract per lot.

19.6. 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 lot/s 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 lot/s 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	For this purpose, contracts similar to the projects shall be: a. **Supply and Delivery of Office Productivity Licenses or Subscription** b. completed within a period of at least **five (5) years** immediately preceding to the deadline for the submission and receipt of bids.
7.1	**Subcontract** Subcontracting shall **NOT** be allowed.
9	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. The Procuring Entity's address is: **ASec. Malcolm S. Garma** *Bids and Awards Committee (BAC) I* *c/o Procurement Management Service-BAC Secretariat Division* *Rm. M-512, 5th Floor, Mabini Bldg.* *DepEd Central Office Complex Meralco Avenue, Pasig City* *Telephone Nos. 8636-6542 or 8633-9343* *Email address: depedcentral.bacsecretariat@deped.gov.ph* 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.
10.1	**Documents comprising the Bid: Technical Component** The first bid envelope shall contain the technical documents as specified in Section VIII (Checklist of Technical and Financial Documents) 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.
11	**Documents comprising the Bid: Financial Component** The second bid envelope shall contain the financial documents for the Bid, and the Bid Form and Price Schedule ***shall be per lot*** as prescribed in the forms provided herein.
12	The price of the Goods shall be quoted DDP **(DepEd Central Office)** or the applicable International Commercial Terms (INCOTERMS) for this Project. 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.

	Results of bid evaluation that will exceed the ABC shall be a ground for rejection of the bid(s).
14.1	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 document.

Lot No.	Description	Cost Breakdown of the Approved Budget for the Contract (ABC) *Php*	Bid Security Form & Amount (if other than Bid Securing Declaration)		
			2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit)	5% of ABC (if bid security is in Surety Bond)	Bid Securing Declaration (no percentage required)
1 lot	Cloud-based Productivity Suite Licenses	202,000,000.00	4,040,000.00	10,100,000.00	-

14.2	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.
	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.
15	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 submitted and 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 submitted and 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).*
	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.
	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.
	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***.*
	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.
	Note: Each Bidder shall submit three (3) paper copies (i.e, 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 the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.
	Bidders are requested to provide tabs for easy identification of the documents.
	Online submission of bids is not allowed.
19.3	The Project shall be awarded by lot, details as follows:

LOT NO.	DESCRIPTION	Quantities/ Licenses	APPROVED BUDGET FOR THE CONTRACT (ABC) in PhP
1 lot	Cloud-based Productivity Suite Licenses	1,000,000	202,000,000.00

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) **The NFCC must be supported by the following documents: 1) Certified true copies of the Income Tax Return for the preceding year which should not be earlier than two (2) years from date of bid submission; and 2) 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.** If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the lots 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, must be sufficient for all the lots or contracts bid. The NFCC computation shall be in accordance with the prescribed form. In case of a foreign joint venture, the NFCC shall be computed based on the Audited Financial Statements of the **LOCAL LEAD PARTNER,** <u>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 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> 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. 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.

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 LCB, the Bidder shall submit the following requirements:
	
	    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;
	
	       Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.
	
	       NOTE: The latest income and business tax returns are those within

the last six months preceding the date of bid submission.

b. Other appropriate licenses and permits required by law and stated in the **BDS.**

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 the following:

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; and

b. For validation purposes, original copy Class "A" Eligibility documents.

During post-qualification, compliance of the goods offered with the requirements specified in this bidding document shall be determined, including the following:

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 slippage 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, items 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 the 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.

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 2016 revised 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 (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	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 Information and Communications Technology Service - Solutions Development Division)** For purposes of this Clause, the representative of the Department of Education (DepEd) at the delivery site shall be the **Authorized Representative and the designated Inspectorate Team.** In case the Supplier encounters conditions impeding timely delivery of the goods, 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. (The grant of such request for extension shall be subject to the discretion of DepEd taking due consideration of the proof provided by the Supplier and/or other surrounding circumstances.)

2.2	**Schedule of Payment**
	
	One Hundred Percent (100%) of the Contract Price shall be paid to the Service Provider within 60 days upon delivery and acceptance of required licenses on administration portal at the delivery site and upon submission of the following documents:
	
	    i. Actual value of services rendered based on the schedule of delivery and other relevant terms and conditions of the contract; and
	    ii. certification by the Service Provider, as approved by the duly authorized DepEd representative, that the required services have been rendered in accordance with the contract.
	
	(NOTE: The Supplier must furnish a copy of the above-mentioned documents to DepEd Accounting and the End-user [Information and Communications Technology Service – Solutions Development Division (ICTS-SDD)] and the Contract Management Division of the Procurement Service, Central Office).
	
	Final Payment
	
	Certificate of Clearance in relation to the Service Level Agreement should be required for the release of retention money amounting to 1% of the full payment.

3	**Performance Security** 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. 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.
5	**Warranty** In lieu of warranty, a Service Level Agreement shall be imposed for a year.

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	Quantities/ Licenses	Delivery Period
1 lot	Cloud-based Productivity Suite Licenses	1,000,000	Within 7 calendar days from the date of the receipt of the Notice to Proceed (NTP)

B. Contract Duration

The Department of Education Information and Communications Technology Service must be provided access to the Administration portal with the licenses and transaction credits **within seven (7) calendar** days upon receipt of the **Notice to Proceed (NTP)**.

C. Delivery Sites

Goods shall be delivered and inspected at **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. Technical Specifications/Terms of Reference

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

Specifications	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
Cloud-based Productivity Suite for One Year		
General Requirement 1. The bidder must submit a certification from the company of the brand or product they are offering, stating that they are an authorized reseller or partner since 2018 to present and must be published on the company's official website 2. The bidder must submit a Service Level Agreement for the software license subscription.		
Specific Requirements The Supplier shall provide licenses and support for one million (1,000,000) named user licenses for one year with the following features and functionalities:		
1. Business Email		
a. Customized email b. Admin-controlled mailing lists c. User-controlled mailing lists d. 25 MB attachment size limit for sending e. 50 MB attachment size limit for receiving f. Junk email filtering and virus blocking g. Ad-free user experience h. Custom filtering and content policies i. Email and chat retention policies j. Allowed IP addresses k. User-managed denylists l. Enforced-compliance footers m. Option to disable IMAP & POP access n. Retain, hold, search and export user data for email and eDiscovery o. Data loss prevention p. Advanced phishing, harmful software, spoofing, spam, and malware protection q. Use optical character recognition to read images r. Client-side encryption for email s. Malware detection in email attachments		
2. Calendar		
a. Schedule calendar events, tasks, appointment slots, focus time, out office, and working location b. Attach files or documents to calendar events c. Integrated with email ability to share to project team or publish on the web for appointments d. Access on mobile device e. Browse and reserve rooms f. Integrate with virtual meeting g. Team calendars h. Add video conferencing to events i. Automatically add events to calendars j. Set a default duration for events k. Set up appointment schedules l. Search for calendar events m. Client-side encryption for event descriptions		
3. Cloud storage		
a. Cloud storage application for desktop		

Specifications	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
b. Shared cloud storage for teams		
c. Advanced auditing and reports for cloud storage		
d. Built-in word processing, spreadsheets, presentations, form builder, and drawings		
e. Allow users to share, commend and collaborate on files		
f. Notify users who have exceeded the storage limit		
4. Admin console		
a. Add or remove users		
b. Update user information		
c. Place users in organizational units		
d. Assign admin roles to users		
e. Manage mobile devices and computers		
f. Manage security settings		
i. Enforce 2-Step verification		
ii. Monitor and enforce passwords		
g. Add a domain alias or other domains		
h. Verify domain		
i. Create company-wide groups and mailing lists		
j. Manage settings for apps and services		
k. Set up a structure to apply settings and apps to groups or departments		
l. View reports and audit logs to examine potential security risks and analyze user and administrator activity		
m. Add other users as administrators and select their permissions and custom roles		
n. Manage cloud storage capacity		
o. Get support by chat, phone or email, or search for specific help topics		
p. Manage new and existing user accounts of DepEd in one domain		
5. Virtual classroom and assignments		
a. Unlimited originality reports for student assignments		
b. Peer comparison on originality reports		
c. Allow for practice sets to transform existing content to engaging and interactive assignments		
d. Create and manage classes, assignments, and grades online		
e. Add materials to assignments, such as online videos, forms/surveys		
f. Post announcements and engage students in question-driven discussions		
g. Track classwork and submit assignments		
h. Share resources and interact in the class stream or by email		
i. Set up classes and rosters		
j. Add or remove students and teachers from classes		
k. Protect data and set permissions for users		
l. Designate users with analytics data access		
m. Designate users with temporary access		
6. Online video calls, meetings, and conferencing		
a. Allow up to 24 hours for meetings		
b. Allow up to 1,000 participants per meeting		
c. Allow for external participants		
d. Presentations and screen sharing		
e. App for Android and iOS		

Specifications	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
f. Hand raising g. Moderation controls h. Digital whiteboard i. Custom backgrounds j. Closed Captions, viewer initiated k. Add co-hosts to meetings l. Allow for reactions m. Control slide presentations n. Record meetings and save it to the cloud storage o. In-domain live streaming for 100,000 p. Noise cancellation q. Breakout rooms r. Polls s. Question and Answer t. Track attendance which requires 2 or more attendees u. Live translated captions v. Client-side encryption for audio and video		
7. STORAGE		
a. 20 GB per licensed to be added to the pooled storage b. 100 TB pooled cloud storage		

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Procurement of Cloud-based Productivity Suite for One Year.**

_____

Name and Signature of Bidder's 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, shall include production/delivery schedule, manpower requirements, and after-sales/parts; **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; **<u>and</u>**

☐ (j)   Original of duly signed and accomplished Price Schedule(s).

*See **Annex "B"** for the Price Schedule Form.*
<u>Other documentary requirements under RA No. 9184 (as applicable)</u>

☐ (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	
Government								
Private								

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	%		
Government						
Private						

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 theabove 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:

	GOVERNMENT-ISSUED IDENTIFICATION CARD		
NAME	Number	Issued on	Issued at
_____	_____	_____	_____
_____	_____	_____	_____

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 : _____

DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (08) 632-13-61, Website http://www.deped.gov.ph

PROJECT: **Procurement of Cloud-based Productivity Suite for One Year**

CONTRACT NO.:

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____ 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its _____, _____, as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-60 (hereinafter referred to as "**DEPED**"); and _____, represented herein by its _____, _____, with office address at _____ (hereinafter referred to as "_____"), as per (Omnibus Sworn Statement/Secretary's Certificate/Special Power of Attorney) dated _____ (hereto attached as Annex "A").

DEPED and ___ are collectively called **PARTIES.**

WHEREAS, **DEPED** invited bids for the _____ consisting of ___ lots, and received bids from _____ 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. 1 in the sum of **PHILIPPINE PESOS _____ MILLION, ___ THOUSAND, _____ HUNDRED and ___/100 (PhP_____) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No. (if applicable)	Description	Amount (PhP)

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning 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 Contract, viz:

    a. Resolution to Award No. _____ dated _____;

    b. Philippine Bidding Documents;

      i.   General and Special Conditions of the Contract;
     ii.   Schedule of Requirements; and
   iii.   Terms of Reference;
   iv.   Bid Bulletin No. _____ dated;

c.   _____'s bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;

d.   Performance Security;

e.   Notice of Award (NOA) of Contract and _____'s conforme thereto; and

f.   Other contract documents required by existing laws and/or DepEd in the Bidding Documents. _____ agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed and Variation Order, shall form part of the Contract.

3.   _____ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award (NOA) in the amount prescribed therein and in accordance with any of the forms prescribed therein in Section 39 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as, "An Act Providing for the Modernization, Standardization, and Regulation of the Procurement Activities of the Government and for Other Purposes. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that _____ is in default of any of its obligations 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 the need for prior notice of instruction from **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 referred to in this Contract shall be rendered by _____ at _____ within _____ calendar days from the receipt of the Notice to Proceed (NTP) or as may be indicated in the NTP. _____ shall ensure that the required services will be rendered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be cause for the termination of the Contract.

5.   **DEPED** shall have the right to visit and inspect _____ premises covered by the Contract at any time or stage of the contract implementation to monitor and assess _____ capacity to discharge its contractual obligations.

Pre-delivery and Pre-Implementation Conference shall be conducted prior to the conduct of inspection of goods by the designated DepEd Team, as may be necessary or applicable

6. **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. 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 inspection.

7. The goods shall be inspected by the designated DepEd Inspectorate Team. _____ shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and submitted in accordance with Special Conditions of Contract (SCC) Clause 4 of the Bidding Documents.

8. The goods must conform to and comply with the standards mentioned in Section VII. Technical Specifications of the Bidding Documents, and must be in accordance with the final technical specifications as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by _____, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

9. 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 of the goods shall be subject to re-inspection.

10. 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. The grant of such request for extension shall be subject to the Discretion of DepEd taking due consideration of the proof provided by the Supplier and/or other surrounding circumstances.

    DEPED accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and acceptance at the final destination through its authorized receiving personnel

11. The Contract Price shall be paid to ____ in accordance with the following disbursement procedures:

    a. _____ may submit a request for payment based on the following:

i. Value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract; and

ii. Certification by _____, duly signed and dated by the authorized representative of **DEPED** indicating that the services have been rendered in accordance with the Contract.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

b. Payment shall be made to _____ within 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:

i. [*If applicable*] One hundred percent (100%) of the Contract Price shall be paid to ____ upon complete performance of the required services, and acceptance by the duly authorized DepEd representative;

OR

ii. [*If applicable*] For the initial progress payment, a minimum of 25% of the Contract Price shall be paid to _____ upon complete performance of at least 25% of the services and acceptance of the same by the duly authorized DepEd representative;

OR

iii. [*If applicable*] ____% of the Contract Price shall be paid to _____ upon _____; and

iv. [*If applicable*] Final payment shall consist of the full and final payment of the unpaid services, subject to the submission of the required documents under the Bidding Documents.

12. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) of the payment or a Special Bank Guarantee in an amount equal to three percent (3%) of the Contract Price required under Section 62 of RA 9184 and its revised IRR.
    a. A one-year comprehensive warranty for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED.**
    b. A longer warranty period shall be applied to the following goods:

Item	Warranty Period

c. _____ shall replace and/or repair the goods that may be requested within seven hundred twenty (720) calendar days for non-expendable goods, and three hundred sixty (360) calendar days for expendable goods, from the date of acceptance of goods by **DEPED**. Replacement and/or repair of the goods shall be made within thirty (30) calendar

days upon claim or request therefore. The replacement goods shall be subject to re-inspection.

In case _____ opts for retention money, the amount shall be released at the expiration of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.

13. [*If applicable*] Ownership, title, rights, and interest with respect to the contents of the _____, including all resources, records, or materials used or obtained in the course of this Agreement shall vest exclusively with **DEPED**. _____ hereby irrevocably waives any claim thereto. _____ shall not, in any manner or for any purpose, use the contents of the _____ beyond what is expressly allowed for the purpose of accomplishing the terms under this Contract, unless express permission of **DEPED** in writing is obtained.

14. [*If applicable*] Each party, in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

15. _____ shall be liable for liquidated damages 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 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 accumulated amount of liquidated damages reaches 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. 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 Republic Act 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 _____ 2023 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. _____;   NOTARY PUBLIC
Book No. _____;
Series of 2023.

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 _____   SIGNATURE OF THE BANK _____
WITNESS _____   SEAL _____
    (Signature, Name and Address)

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 N°: _____

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 　　　[in the capacity of＿＿＿＿＿＿＿＿＿]
Authorized Representative] 　　　　　 (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　:＿＿＿＿＿＿＿＿＿＿＿

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To: **Department of Education**
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]
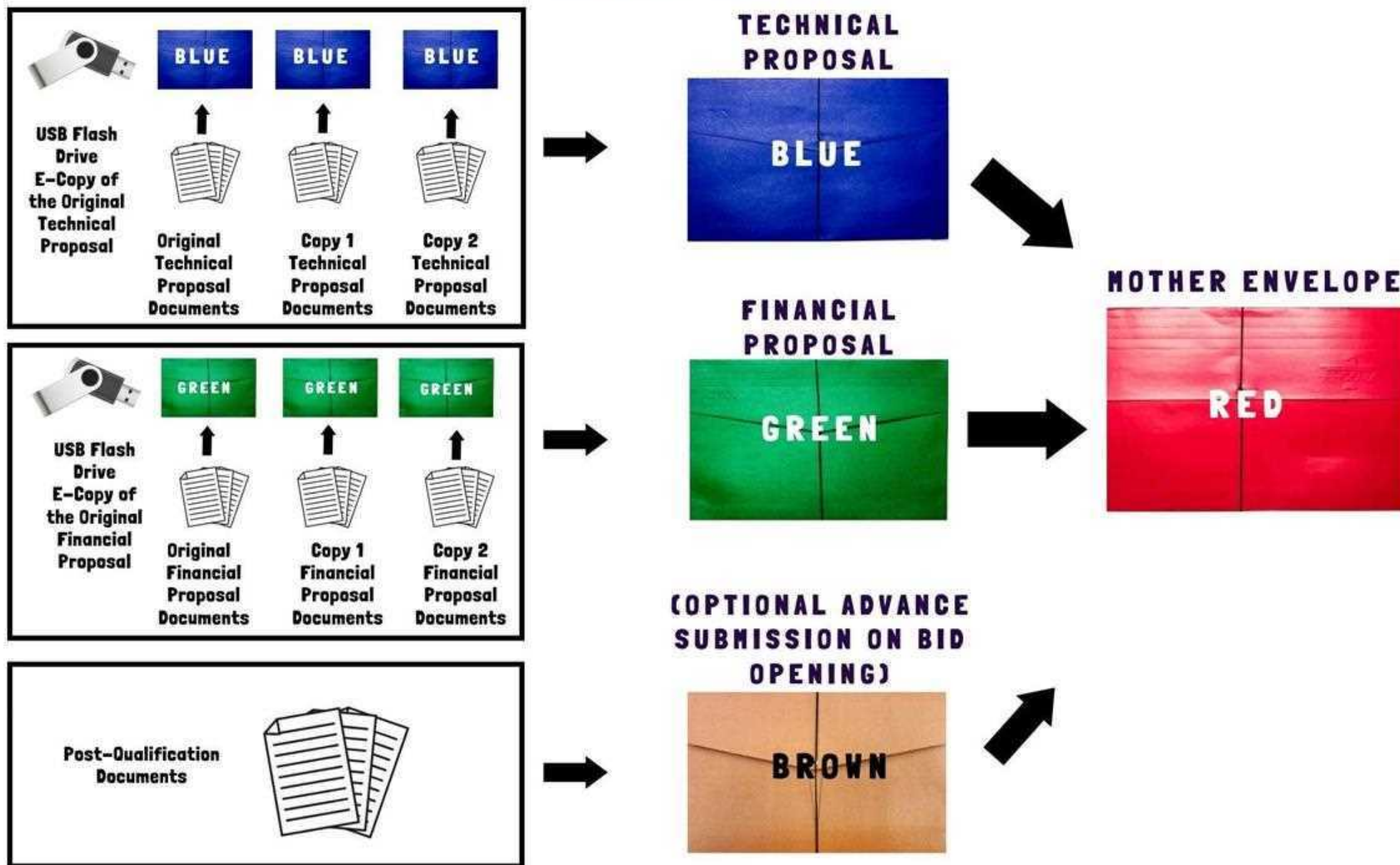
SEALING AND MARKING OF BIDS

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]