



**Republic of the Philippines**  
**Department of Education**  
Region XII  
SCHOOLS DIVISION OF SOUTH COTABATO  
City of Koronadal

Date: November 14, 2024

**INVITATION TO BID**  
**FOR**  
**NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS**

**LEASE OF VENUE WITH MEALS, SNACKS, AND ACCOMMODATION FOR  
THE CONDUCT OF REVISION AND FINAL QA, AND STORAGE FILING  
MANAGEMENT OF DEVELOPED INTERACTIVE LEARNING ACTIVITIES  
IN GRADES 2,3,5,6,8,9 AND 10 IN ALL LEARNING AREAS**

1. The Department of Education of Schools Division of South Cotabato intends to procure **Lease of Venue with Meals, Snacks, and Accommodation for the Conduct of Revision and Final QA, and Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas (PR No. DSC-24-09-174)** for the DepEd SDO of South Cotabato with an Approved Budget for the Contract (ABC) of *One Million Thirty Five Thousand Pesos (Php 1,035,000.00)*.

<b>Lot No.</b>	<b>Description</b>	<b>ABC</b>
1 Lot	<b>Lease of Venue with Meals, Snacks, and Accommodation for the Conduct of Revision and Final QA, and Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas</b>  Venue: Within 3km radius of SDO for easy access and fare economy of the participants  Note: To allow outsourcing of hotel accommodation in case of shortage of room accommodation for 15% of total participants	PhP 1,035,000.00
	<b>Lease of Venue with Meals, Snacks, and Accommodation for the Pre-Work Activity for the conduct of Revision and Final QA, and Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas for Pre-Work Activity on November 30, 2024 to December 1</b> 25 Pax	

	<b>Inclusions:</b> 1 Plenary Hall (Airconditioned) Strong WiFi connection, At least 500 Mbps Projectors Sound System Tables and Chairs Tarpaulin 4x8ft Airconditioned Rooms for Twin, Triple up to Quad Sharing Food with free flowing coffee and Milo	
	<b>Lease of Venue with Meals, Snacks, and Accommodation for the Conduct of Revision and Final QA of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas on December 7-8, 2024 December 14 and 15, 2024 and 200 Pax</b> <b>Inclusions:</b> 1 Plenary Hall (Airconditioned) Strong WiFi connection, At least 500 Mbps Projectors (5 units) Sound System Tables and Chairs Tarpaulin 4x8ft Airconditioned Rooms for Twin, Triple up to Quad Sharing Food with free flowing coffee and Milo	
	<b>Lease of Venue with Meals, Snacks, and Accommodation for the Conduct of Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas on December 21-22, 2024 25 Pax</b> <b>Inclusions:</b> 1 Plenary Hall (Airconditioned) Strong WiFi connection, At least 500 Mbps Projectors (5 units) Sound System Tables and Chairs Tarpaulin 4x8ft Airconditioned Rooms for Twin, Triple up to Quad Sharing Food with free flowing coffee and Milo	

**Menu for Pre-work Conference**  
November 30, 2024 , December 1, 2024

<b>DATE</b>		<b>MENU</b>	<b>NO# OF PAX</b>
NOVEMBER 30, 2024	AM SNACKS	CHICKEN SANDWICH	25PAX
		JUICE IN GLASS	
	LUNCH	CHICKEN TINOLA SOUP	25PAX
		STEAMED RICE	
		CHOPSUEY SEAFOODS	
		BUTTERED CHICKEN	
		BEEF STEAK TAGALOG	

		WATER MELON SLICE	25PAX
		FRUIT JUICE IN GLASS	
	PM SNACKS	PITSE PITSE	
	LEMONADE JUICE IN GLASS		
	DINNER	CLAM SHELL SOUP	
		STEAMED RICE	
		BUTTERED MIXED VEGE	
		CHICKEN POTATO CASSEROLE	
FISH FILLET IN TARTAR SAUCE			
	MACARONI SALAD		
	FRUIT JUICE IN GLASS		
December 1, 2025	BFAST	STEAMED RICE	25PAX
		DAING BA BANGUS	
		SCRAMBLED EGG	
		BANANA	
		COFFEE/CHOCO	
	AM SNACKS	CINNAMON BREAD	25PAX
		ORANGE JUICE IN GLASS	
	LUNCH	MOLO SOUP	25PAX
		STEAMED RICE	
		CANTON GUISADO CHICKEN	
		CHICKEN IN LEMON SAUCE	
		BEEF KALDERETA SPECIAL	
		MANGO PEARL	
PM SNACKS	FRUIT JUICE IN GLASS		
	BREAD (PACKED)		
	BOTTLED SOFTDRINKS		

**Menu for Revision and Final QA, and Storage Filing Management of Developed  
Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas**

**On December 7-8, 2024**

**December 14 and 15, 2024 and**

**December 21-22, 2024**

<b>DATE</b>		<b>MENU</b>	<b>NO OF PAX</b>
December 7, 2024	AM SNACKS	CHICKEN SANDWICH	200PAX
		JUICE IN GLASS	
	LUNCH	MONGGO SOUP	200PAX
		STEAMED RICE	
		PINAKBET SEAFOODS	
		CHICKEN ALOHA	
		BEEF WITH BROCCOLI AND MUSHROOM	
		WATER MELON SLICE	
	PM SNACKS	FRUIT JUICE IN GLASS	200PAX
		UBE TWIST	
LEMONADE JUICEIN GLASS			

	DINNER	MISUA WITH EGG SOUP	200PAX
		STEAMED RICE	
		SPICY GISING GISING	
		CHICKEN INASAL	
		BANGUS STEAK	
		MAIS CORN JELLY	
		FRUIT JUICE IN GLASS	
December 8, 2024	BFAST	STEAMED RICE	200PAX
		CHICKEN TOCINO	
		SCRAMBLED EGG	
		BANANA	
	AM SNACKS	COFFEE/CHOCO	200PAX
		SIOPAO	
	LUNCH	JUICE IN GLASS	200PAX
		CHICKEN WITH UBAD SOUP	
		STEAMED RICE	
		SOTANGHON SF	
CHICKEN IN TERIYAKI			
BEEF WITH ASSORTED VEGE			
PM SNACKS	MANGO JELLY	200PAX	
	FRUIT JUICE IN GLASS		
		BREAD (PACKED)	200PAX
		ASSORTED BOTTLED SOFTDRINKS	
December 14, 2024	AM SNACKS	SANDWICH	200PAX
		JUICE IN GLASS	
	LUNCH	ASPARAGUS SOUP	200PAX
		STEAMED RICE	
		PANCIT GUISADO CHICKEN	
		CHICKEN ADOBO SA GATA	
		BEEF POCHEIRO	
		WATER MELON SLICE	
	PM SNACKS	FRUIT JUICE IN GLASS	200PAX
		SUMAN BUDBUD	
	DINNER	HOT CHOCO	200PAX
		SINIGANG SA SAMPALOC	
		STEAMED RICE	
FRIED LUMPIA			
BANGUS ESCABECHE			
CHICKEN IN GARLIC GLAZE			
GEL SUPREME			
FRUIT JUICE IN GLASS			
December 15, 2024	BFAST	STEAMED RICE	200PAX
		CHICKEN HAM	
		EGG OMELET	
		BANANA	
		COFFEE/CHOCO	

	AM SNACKS	VEGETABLE LUMPIA	200PAX	
		JUICE IN GLASS		
	LUNCH	NILAGANG BAKA SOUP		200PAX
		STEAMED RICE		
		SEAWEED SALAD		
		CHICKEN CURRY		
		BEEF AFRITADA		
		FRUIT COCKTAIL SALAD		
	PM SNACKS	FRUIT JUICE IN GLASS		200PAX
		BREAD (PACKED)		
		ASSORTED BOTTLED SOFTDRINKS		

DATE		MENU	NO# OF PAX	
December 21, 2024	AM SNACKS	MEAT BREAD	25PAX	
		JUICE IN GLASS		
	LUNCH	CHICKEN BINAKOL	25PAX	
		STEAMED RICE		
		LUMPIANG HUBAD		
		CHICKEN ADOBO WITH EGG		
		BEEF PASTEL		
		WATER MELON SLICE		
	PM SNACKS	FRUIT JUICE IN GLASS	25PAX	
		FRESH LUMPIA		
	DINNER	ORANGE JUICE IN GLASS	25PAX	
		SOTANGHON SOUP CHICKEN		
		STEAMED RICE		
BUTTERED MIX VEGE				
CHICKEN MANDARIN				
FISH FILLET IN SWEET AND SOUR SAUCE				
DECEMBER 22, 2024	BFAST	FRESH FRUIT SALAD	25PAX	
		FRUIT JUICE IN GLASS		
		STEAMED RICE		
		CORNED BEEF WITH PATATAS		
	AM SNACKS	SCRAMBLED EGG		25PAX
		BANANA		
	LUNCH	COFFEE/CHOCO		25PAX
		TURON		
MANGO JUICE IN GLASS				
BEEF BULALO SOUP				
STEAMED RICE				
LANGKA SALAD				
	CHICKEN HUMBA	25PAX		
	BEEF STI FRIED BEEF WITH BABY CORN			
	MANGO PEARL			
	FRUIT JUICE IN GLASS			

	PM SNACKS	BREAD PACKED	25PAX
		ASSORTED BOTTLED SOFT DRINKS	

2. The Department of Education, Bids and Award Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.

4. The interested bidders may obtain further information from the BAC Secretariat at the address given below from 15 November 2024 to 20 November 2024, Monday to Friday, at 8:00AM to 5:00PM.
5. Three (3) copies of the proposals (one original, copy 1 and copy2) must be submitted to the BAC which must be duly received by the BAC Secretariat through manual submission at the office address indicated above on or before 10:00 AM of 20 November 2024. Late submission shall not be accepted.
6. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the BAC.

A. Eligibility and 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 (Mayor’s/Business Permit, DTI/SEC, Certificate of Registration BIR Form 2303, Tax Clearance;**

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of

- Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
  - (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

**Class "B" Documents**

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

8. The Special Conditions of the Contract (Annex "C") shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accord



**LEVI B. BUTIHEN**  
BAC Chairperson

## *Schedule of Requirements*

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

<b>Lot No.</b>	<b>Description</b>	<b>UoM</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Delivered Days</b>
1	<p><b>Lease of Venue with Meals, Snacks, and Accommodation for the Conduct of Revision and Final QA, and Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas</b></p> <p>Venue: Within 3km radius of SDO for easy access and fare economy of the participants</p> <p>Note: To allow outsourcing of hotel accommodation in case of shortage of room accommodation for 15% of total participants</p>	Lot		PhP 1,035,000.00	8 days
	<p><b>Lease of Venue with Meals, Snacks, and Accommodation for the Pre-Work Activity for the conduct of Revision and Final QA, and Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas for Pre-Work Activity on November 30, 2024 to December 1</b></p> <p><b>25 Pax</b></p> <p><b>Inclusions:</b> 1 Plenary Hall (Airconditioned) Strong WiFi connection, At least 500 Mbps Projectors</p>	25 pax	2,300.00 per pax		



	<p>Sound System Tables and Chairs Tarpaulin 4x8ft Airconditioned Rooms for Twin, Triple up to Quad Sharing Food with free flowing coffee and Milo</p>				
	<p><b>Lease of Venue with Meals, Snacks, and Accommodation for the Conduct of Revision and Final QA of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas on December 7-8, 2024 December 14 and 15, 2024 and 200 Pax</b> <b>Inclusions:</b> 1 Plenary Hall (Airconditioned) Strong WiFi connection, At least 500 Mbps Projectors (5 units) Sound System Tables and Chairs Tarpaulin 4x8ft Airconditioned Rooms for Twin, Triple up to Quad Sharing Food with free flowing coffee and Milo</p>	200 pax	<p>3 days with accommodation  3 days -Live-Out  4,600 per pax</p>		
	<p><b>Lease of Venue with Meals, Snacks, and Accommodation for the Conduct of Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas on December 21-22, 2024 25 Pax</b> <b>Inclusions:</b> 1 Plenary Hall (Airconditioned) Strong WiFi connection, At least 500 Mbps Projectors (5 units) Sound System Tables and Chairs Tarpaulin 4x8ft Airconditioned Rooms for Twin, Triple up to Quad</p>	25 pax			

Sharing Food with free flowing coffee and Milo				
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**Menu for Pre-work Conference**  
November 30, 2024 , December 1, 2024

DATE		MENU	NO# OF PAX
NOVEMBER 30, 2024	AM SNACKS	CHICKEN SANDWICH	25PAX
		JUICE IN GLASS	
	LUNCH	CHICKEN TINOLA SOUP	25PAX
		STEAMED RICE	
		CHOPSUEY SEAFOODS	
		BUTTERED CHICKEN	
		BEEF STEAK TAGALOG	
		WATER MELON SLICE	
		FRUIT JUICE IN GLASS	
	PM SNACKS	PITSE PITSE	25PAX
		LEMONADE JUICE IN GLASS	
	DINNER	CLAM SHELL SOUP	25PAX
		STEAMED RICE	
BUTTERED MIXED VEGE			
CHICKEN POTATO CASSEROLE			
FISH FILLET IN TARTAR SAUCE			
MACARONI SALAD			
FRUIT JUICE IN GLASS			
December 1, 2025	BFAST	STEAMED RICE	25PAX
		DAING BA BANGUS	
		SCRAMBLED EGG	
		BANANA	
		COFFEE/CHOCO	
	AM SNACKS	CINNAMON BREAD	25PAX
		ORANGE JUICE IN GLASS	
	LUNCH	MOLO SOUP	25PAX
		STEAMED RICE	
		CANTON GUISADO CHICKEN	
		CHICKEN IN LEMON SAUCE	
		BEEF KALDERETA SPECIAL	
		MANGO PEARL	
FRUIT JUICE IN GLASS			
PM SNACKS	BREAD (PACKED)	25PAX	
	BOTTLED SOFTDRINKS		

**Menu for Revision and Final QA, and Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas**

**On December 7-8, 2024  
December 14 and 15, 2024 and  
December 21-22, 2024**

<b>DATE</b>		<b>MENU</b>	<b>NO OF PAX</b>
December 7, 2024	AM SNACKS	CHICKEN SANDWICH	200PAX
		JUICE IN GLASS	
	LUNCH	MONGGO SOUP	200PAX
		STEAMED RICE	
		PINAKBET SEAFOODS	
		CHICKEN ALOHA	
		BEEF WITH BROCCOLI AND MUSHROOM	
		WATER MELON SLICE	
		FRUIT JUICE IN GLASS	
	PM SNACKS	UBE TWIST	200PAX
		LEMONADE JUICE IN GLASS	
	DINNER	MISUA WITH EGG SOUP	200PAX
		STEAMED RICE	
SPICY GISING GISING			
CHICKEN INASAL			
BANGUS STEAK			
MAIS CORN JELLY			
FRUIT JUICE IN GLASS			
December 8, 2024	BFAST	STEAMED RICE	200PAX
		CHICKEN TOCINO	
		SCRAMBLED EGG	
		BANANA	
		COFFEE/CHOCO	
	AM SNACKS	SIOPAO	200PAX
		JUICE IN GLASS	
	LUNCH	CHICKEN WITH UBAD SOUP	200PAX
		STEAMED RICE	
		SOTANGHON SF	
CHICKEN IN TERIYAKI			
BEEF WITH ASSORTED VEGE			
MANGO JELLY			
FRUIT JUICE IN GLASS			
PM SNACKS	BREAD (PACKED)	200PAX	
	ASSORTED BOTTLED SOFTDRINKS		
December 14, 2024	AM SNACKS	SANDWICH	200PAX
		JUICE IN GLASS	
	LUNCH	ASPARAGUS SOUP	200PAX
		STEAMED RICE	
		PANCIT GUISADO CHICKEN	
		CHICKEN ADOBO SA GATA	
		BEEF POCHERO	
WATER MELON SLICE			

	PM SNACKS	FRUIT JUICE IN GLASS	200PAX
		SUMAN BUDBUD	
		HOT CHOCO	
	DINNER	SINIGANG SA SAMPALOC	200PAX
		STEAMED RICE	
		FRIED LUMPIA	
		BANGUS ESCABECHE	
		CHICKEN IN GARLIC GLAZE	
		GEL SUPREME	
		FRUIT JUICE IN GLASS	
December 15, 2024	BFAST	STEAMED RICE	200PAX
		CHICKEN HAM	
		EGG OMELET	
		BANANA	
		COFFEE/CHOCO	
	AM SNACKS	VEGETABLE LUMPIA	200PAX
		JUICE IN GLASS	
	LUNCH	NILAGANG BAKA SOUP	200PAX
		STEAMED RICE	
		SEAWEED SALAD	
		CHICKEN CURRY	
		BEEF AFRITADA	
		FRUIT COCKTAIL SALAD	
			FRUIT JUICE IN GLASS
PM SNACKS	BREAD (PACKED)	200PAX	
	ASSORTED BOTTLED SOFTDRINKS		

<b>DATE</b>		<b>MENU</b>	<b>NO# OF PAX</b>	
December 21, 2024	AM SNACKS	MEAT BREAD	25PAX	
		JUICE IN GLASS		
	LUNCH	CHICKEN BINAKOL	25PAX	
		STEAMED RICE		
		LUMPIANG HUBAD		
		CHICKEN ADOBO WITH EGG		
		BEEF PASTEL		
		WATER MELON SLICE		
			FRUIT JUICE IN GLASS	
	PM SNACKS	FRESH LUMPIA	25PAX	
		ORANGE JUICE IN GLASS		
	DINNER	SOTANGHON SOUP CHICKEN	25PAX	
		STEAMED RICE		
		BUTTERED MIX VEGE		
CHICKEN MANDARIN				
FISH FILLET IN SWEET AND SOUR SAUCE				
		FRESH FRUIT SALAD		

		FRUIT JUICE IN GLASS	
DECEMBER 22, 2024	BFAST	STEAMED RICE	25PAX
		CORNED BEEF WITH PATATAS	
		SCRAMBLED EGG	
		BANANA	
		COFFEE/CHOCO	
	AM SNACKS	TURON	25PAX
		MANGO JUICE IN GLASS	
	LUNCH	BEEF BULALO SOUP	25PAX
		STEAMED RICE	
		LANGKA SALAD	
		CHICKEN HUMBA	
		BEEF STI FRIED BEEF WITH BABY CORN	
		MANGO PEARL	
	PM SNACKS	FRUIT JUICE IN GLASS	25PAX
BREAD PACKED			
ASSORTED BOTTLED SOFT DRINKS			

## Technical Specifications

Item	Specification	Statement of Compliance
1 Lot	<p><b>Lease of Venue with Meals, Snacks, and Accommodation for the Conduct of Revision and Final QA, and Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas</b></p> <p>Venue: Within 3km radius of SDO for easy access and fare economy of the participants</p> <p>Note: To allow outsourcing of hotel accommodation in case of shortage of room accommodation for 15% of total participants</p>	<p><i>[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.]</i></p>
	<p><b>Lease of Venue with Meals, Snacks, and Accommodation for the Pre-Work Activity for the conduct of Revision and Final QA, and Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas for Pre-Work Activity on November 30, 2024</b></p>	

	<p><b>to December 1</b>  <b>25 Pax</b>  <b>Inclusions:</b>  1 Plenary Hall (Airconditioned)  Strong WiFi connection, At least 500 Mbps  Projectors (5 units)  Sound System  Tables and Chairs  Tarpaulin 4x8ft  Airconditioned Rooms for Twin, Triple up to Quad Sharing  Food with free flowing coffee and Milo</p>	
	<p><b>Lease of Venue with Meals, Snacks, and Accommodation for the Conduct of Revision and Final QA of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas on December 7-8, 2024</b>  <b>December 14 and 15, 2024 and 200 Pax</b>  <b>Inclusions:</b>  1 Plenary Hall (Airconditioned)  Strong WiFi connection, At least 500 Mbps  Projectors(5 units)  Sound System  Tables and Chairs  Tarpaulin 4x8ft  Airconditioned Rooms for Twin, Triple up to Quad Sharing  Food with free flowing coffee and Milo</p>	
	<p><b>Lease of Venue with Meals, Snacks, and Accommodation for the Conduct of Storage Filing Management of Developed Interactive Learning Activities in Grades 2,3,5,6,8,9 and 10 in All Learning Areas on December 21-22, 2024</b>  <b>25 Pax</b>  <b>Inclusions:</b>  1 Plenary Hall (Airconditioned)  Strong WiFi connection, At least 500 Mbps  Projectors (5 units)  Sound System  Tables and Chairs  Tarpaulin 4x8ft  Airconditioned Rooms for Twin, Triple up to Quad Sharing  Food with free flowing coffee and Milo</p>	

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to Venue: Within Koronadal City, South Cotabato. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered Venue: Within 3km radius of SDO South Cotabato for easy access and fare economy of participants in Koronadal City, South Cotabato. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Ms. Nelida Castillo/Mr. Ray O. Lloren</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> </ol>



	<ul style="list-style-type: none"> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	<ul style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. <i>[Specify additional incidental service requirements, as needed.]</i></li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p>

	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The 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 <b>SCC</b>.</p>
4	<p>The inspections and tests that will be conducted are: <i>BAC Inspectorates</i></p>

# BIDDING FORMS

## Performance Securing Declaration (Revised)

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

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

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**  
*[Format shall be based on the latest Rules on Notarial Practice]*  
**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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]*

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

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**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



**APPENDIX “1”**

*Bid Form for the Procurement of Goods*  
*[shall be submitted with the Bid]*

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BID FORM

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____

(if none, state “None”) ]

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_