



Republic of the Philippines  
**Department of Education**  
Region V - BICOL

## **PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of GOODS/SERVICES**

Government of the Republic of the  
Philippines

**Development, Printing, and Delivery of Grade 1  
Bikol Textbooks and Teacher's Manuals and  
Provision of Electronic Textbooks and  
Teacher's Manuals for Grade 1**

**Sixth Edition  
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# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>3</b>
<b>Section I. Invitation to Bid.....</b>	<b>6</b>
<b>Section II. Instructions to Bidders .....</b>	<b>10</b>
1. Scope of Bid .....	14
2. Funding Information.....	14
3. Bidding Requirements.....	14
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	14
5. Eligible Bidders.....	15
6. Origin of Goods .....	15
7. Subcontracts .....	15
8. Pre-Bid Conference .....	15
9. Clarification and Amendment of Bidding Documents .....	16
10. Documents comprising the Bid: Eligibility and Technical Components .....	16
11. Documents comprising the Bid: Financial Component .....	16
12. Bid Prices .....	16
13. Bid and Payment Currencies .....	17
14. Bid Security .....	17
15. Sealing and Marking of Bids .....	17
16. Deadline for Submission of Bids .....	18
17. Opening and Preliminary Examination of Bids .....	18
18. Domestic Preference.....	18
19. Detailed Evaluation and Comparison of Bids .....	18
20. Post-Qualification .....	19
21. Signing of the Contract .....	19
<b>Section III. Bid Data Sheet .....</b>	<b>20</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>28</b>
1. Scope of Contract.....	29
2. Advance Payment and Terms of Payment.....	29
3. Performance Security.....	29
4. Inspection and Tests.....	29
5. Warranty .....	30
6. Liability of the Supplier.....	30
<b>Section V. Special Conditions of Contract .....</b>	<b>31</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>39</b>
<b>Section VII. Technical Specifications .....</b>	<b>50</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>160</b>

# ***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***



Republic of the Philippines  
**Department of Education**  
REGION V - BICOL

Office of the Bids and Awards Committee

**INVITATION TO BID FOR**

**Development, Printing, and Delivery of Grade 1 Bikol Textbooks and Teacher's Manuals and Provision of Electronic Textbooks and Teacher's Manual's for Grade 1**

**ITB No. DepEd ROV-Goods/Services-2024-04**

1. The **Department of Education Regional Office V**, through the **General Appropriations Act FY 2024 under Sub-Allotment Release Order No. OSEC-5-24-1848**, intends to apply the sum of **Forty-Five Million Two Hundred Ten Thousand Nine Hundred Thirty-Nine Pesos and Eighty-Eight Centavos Only (P 45,210,939.88)**, being the total Approved Budget for the Contract (ABC) to payments under the contract for the **Development, Printing, and Delivery of Grade 1 Bikol Textbooks and Teacher's Manuals and Provision of Electronic Textbooks and Teacher's Manual's for Grade 1**, broken down as follows:

LOT	PARTICULARS	QUANTITY (Number of Copies)	ABC
1	GMRC Textbook	85,411	P11,302,734.97
	GMRC Teacher's Manual	1,264	
2	MAKABANSA Textbook	85,411	P11,302,734.97
	MAKABANSA Teacher's Manual	1,264	
3	Language Textbook	85,411	P11,302,734.97
	Language Teacher's Manual	1,264	
4	Reading and Literacy Textbook	85,411	P11,302,734.97
	Reading and Literacy Teacher's Manual	1,264	
<b>OVERALL TOTAL APPROVED BUDGET COST</b>			<b>P 45, 210,939.88</b>

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

- 2.- The **DepEd Regional Office V**, through the **Bids and Awards Committee (BAC)**, 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 **ten (10) 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 twenty-five percent (25%)** 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 or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **DepEd Regional Office V** and inspect the Bidding Documents at the address given below during **Monday to Friday, 8:00 a.m. to 5:00 p.m., except Saturdays, Sundays and Holidays.**

5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 23, 2024** at the DepEd Regional Office V **BAC Office, Rawis, Legazpi City**, upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount indicated in the table below, payable to the Cashier Office or through Land Bank, with Account Name of **DepEd ROV BAC** and Account Number **0132-1088-89**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the official receipt at DepEd RO V BAC Office or through e-mail at [bacsec.rov@deped.gov.ph](mailto:bacsec.rov@deped.gov.ph)

Amount of Bidding Documents shall be **as follows**, per lot:

Lot	Cost of Bidding Documents
1	₱11,000.00
2	₱11,000.00
3	₱11,000.00
4	₱11,000.00

6. The DepEd Regional Office V will hold a Pre-Bid Conference on **April 1, 2024, 9:00 a.m. (Philippine Standard Time)** at DepEd Regional Office V **NEAP-R5 Mess Hall, Rawis, Legazpi City**, which shall be open to prospective bidder's.
7. Bids must be duly received by the BAC Secretariat through **manual**



**submission or through courier at DepEd Regional Office V – BAC Office, Rawis, Legazpi City, on or before 9:00 a.m. (Philippine Standard Time) of April 15, 2024.** Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **April 15, 2024, 9:15 a.m. (Philippine Standard Time)** at DepEd Regional Office V **NEAP-R5 Mess Hall, Rawis, Legazpi City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Maximum of two (2) representatives per bidder shall be allowed to enter 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.

10. The DepEd Regional Office V 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.
11. For further information, please refer to:

**JEFFREY B. PAGATPAT**  
Head, BAC Secretariat  
DepEd Regional Office V  
Rawis, Legazpi City  
Email Address: [bacsec.rov@deped.gov.ph](mailto:bacsec.rov@deped.gov.ph)

12. You may visit the following links for downloading of Bidding Documents:

Philgeps site	<a href="https://notices.philgeps.gov.ph/">https://notices.philgeps.gov.ph/</a>
DepEd website	<a href="https://www.deped.gov.ph/regions/region-v/region-v-transparency/">https://www.deped.gov.ph/regions/region-v/region-v-transparency/</a>

March 22, 2024

  
**BEBIANO I. SENTILLAS**  
Assistant Regional Director/BAC Chairperson

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Department of Education Regional Office V**, wishes to receive Bids for the **Development, Printing and Delivery of Grade 1 Bicol Textbooks and Teacher's Manuals and Provision of Electronic Textbooks and Teacher's Manuals for Grade 1**, with project identification number **Project No. DepEd ROV-Goods/Services-2024-04**.

The Procurement Project (referred to herein as "Project") is composed of **Four (4) Lots**, 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 **General Appropriations Act FY 2024 under Sub-Allotment Release Order No. OSEC-5-24-1848** in the amount of **Forty-Five Million Two Hundred Ten Thousand Nine Hundred Thirty-Nine Pesos and Eighty-Eight Centavos Only (P45,210,939.88)**.

2.2. The source of funding is the **General Appropriations Act FY 2024**.

## 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) 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 twenty-five percent (25%)** 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

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 **ten (10) 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 Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

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

as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in 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 and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

#### **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 lot shall be indicated in **Section VII (Technical Specifications)**, although the ABC of the lot is indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABC for the lot/s participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as separate contract per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABC for the 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	<p>For this purpose, contracts similar to the projects shall be:</p> <p style="margin-left: 40px;">a. <b>“Development and/or Printing of Printed and Bound Materials.”</b></p> <p style="margin-left: 40px;">b. completed within <b>ten (10) years</b> immediately prior to the deadline for the submission and receipt of bids.</p> <p>For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.</p>
5.4	<p>Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the statement of all of its ongoing contracts and Audited Financial Statements.</p>
7.1	<p><b>Subcontract</b></p> <p>Subcontracting of this contract in its entirety is not allowed; bidders, however, may employ subcontractor(s) on related and ancillary services for the fulfillment of their obligations under this contract <b>but not more than twenty percent (20%) of the Project</b>. In no case however shall these arrangements reduce/diminish nor extinguish the duties, obligations and responsibilities of the bidder under this contract.</p>
9	<p>Request for clarifications must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p><b>The Procuring Entity’s address is:</b></p> <p style="margin-left: 40px;"><b>JEFFREY B. PAGATPAT</b>  <b>Head, BAC Secretariat</b>  <b>DepEd Regional Office V</b>  <b>Rawis, Legazpi City</b>  <b>Email Address: <a href="mailto:bacsec.rov@deped.gov.ph">bacsec.rov@deped.gov.ph</a></b></p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity’s website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p>
12	<p>The price of the Goods shall be quoted DDP (Destination) or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>Bid prices should be written in <b>two (2) decimal places only</b>. Bid prices that are written in more than two (2) decimal places shall be rounded off.</p>

	<b>Results of bid evaluation that will exceed the ABC shall be a ground for rejection of the bid(s).</b>																				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than as indicated in the table below if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <table border="1"> <thead> <tr> <th>LOT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>₱ 226,054.7</td> </tr> <tr> <td>2</td> <td>₱ 226,054.7</td> </tr> <tr> <td>3</td> <td>₱ 226,054.7</td> </tr> <tr> <td>4</td> <td>₱ 226,054.7</td> </tr> </tbody> </table> <p>b. The amount of not less than as indicated in the table below if bid security is in Surety Bond.</p> <table border="1"> <thead> <tr> <th>LOT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>₱ 565,136.7</td> </tr> <tr> <td>2</td> <td>₱ 565,136.7</td> </tr> <tr> <td>3</td> <td>₱ 565,136.7</td> </tr> <tr> <td>4</td> <td>₱ 565,136.7</td> </tr> </tbody> </table>	LOT	AMOUNT	1	₱ 226,054.7	2	₱ 226,054.7	3	₱ 226,054.7	4	₱ 226,054.7	LOT	AMOUNT	1	₱ 565,136.7	2	₱ 565,136.7	3	₱ 565,136.7	4	₱ 565,136.7
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14.2	<p>Bid securities, other than a Bid Securing Declaration, shall be turned over to the DepEd Cash Division for custody. The Bid Securing Declaration shall be under the custody of the BAC Secretariat. <b>The Bid Securing Declaration/Bid Security should indicate the specific lot numbers bid for.</b></p> <p>Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information or feature of the document.</p>																				
15	<p>Each Bidder shall submit <b>one (1) original and two (2) copies</b> of the first and second components of its Bid. Failure to submit the additional two copies shall not be a ground for disqualification. However, bidders are strongly encouraged to submit the additional copies, to facilitate the preliminary examination of bid documents.</p> <p>The <i>original</i> copies of the Class "A" Eligibility Legal Documents, such as the Valid PhilGEPS Registration Certificate (Platinum Membership), SEC, DTI, or the CDA registration certificate, Mayor's/Business Permit, Tax Clearance Certificate, and the Audited Financial Statements, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such <i>original</i> copies during post-qualification on demand by the BAC or its authorized representatives for validation.</p> <p>Illustration on the sealing and marking of bids is provided in the attachments.</p> <p><b>Unsealed or unmarked bid envelopes shall be rejected.</b> 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</p>																				

	<p>BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p> <p><b><i>This specific provision shall be applicable to Technical Component Envelope, Financial Component Envelope, and Mother Envelope only.</i></b></p> <p><b><i>Bidders who opt to bid for two or more lots shall submit separate sets of Technical and Financial documents intended for each lot.</i></b></p> <p><b>Online submission of bids is not allowed.</b></p>																																
19.3	<p>The Project shall be awarded by lot, details as follows:</p> <table border="1" data-bbox="403 663 1390 1099"> <thead> <tr> <th>LOT</th> <th>PARTICULARS</th> <th>QUANTITY (Number of Copies)</th> <th>ABC</th> </tr> </thead> <tbody> <tr> <td rowspan="2">1</td> <td>GMRC Textbook</td> <td>85,411</td> <td rowspan="2">P11,302,734.97</td> </tr> <tr> <td>GMRC Teacher's Manual</td> <td>1,264</td> </tr> <tr> <td rowspan="2">2</td> <td>MAKABANSA Textbook</td> <td>85,411</td> <td rowspan="2">P11,302,734.97</td> </tr> <tr> <td>MAKABANSA Teacher's Manual</td> <td>1,264</td> </tr> <tr> <td rowspan="2">3</td> <td>Language Textbook</td> <td>85,411</td> <td rowspan="2">P11,302,734.97</td> </tr> <tr> <td>Language Teacher's Manual</td> <td>1,264</td> </tr> <tr> <td rowspan="2">4</td> <td>Reading and Literacy Textbook</td> <td>85,411</td> <td rowspan="2">P11,302,734.97</td> </tr> <tr> <td>Reading and Literacy Teacher's Manual</td> <td>1,264</td> </tr> <tr> <td></td> <td></td> <td></td> <td><b>P 45, 210,939.88</b></td> </tr> </tbody> </table>	LOT	PARTICULARS	QUANTITY (Number of Copies)	ABC	1	GMRC Textbook	85,411	P11,302,734.97	GMRC Teacher's Manual	1,264	2	MAKABANSA Textbook	85,411	P11,302,734.97	MAKABANSA Teacher's Manual	1,264	3	Language Textbook	85,411	P11,302,734.97	Language Teacher's Manual	1,264	4	Reading and Literacy Textbook	85,411	P11,302,734.97	Reading and Literacy Teacher's Manual	1,264				<b>P 45, 210,939.88</b>
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19.5	<p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:</p> <p><i>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.</i></p> <p>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.</p> <p>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.</p>																																
20.1	<p>Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <p>a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;</p> <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p>																																

*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**.

**b.1.** Copy of Valid Certificate of Registration from the National Book Development Board

**b.2.** Certificate of Paper Test Result from Forest Products Research and Development Institute (FPRDI), which must be issued within three (3) months prior to the date of the deadline for the submission and opening of bids for this project.

The details of paper test results should contain the following:  
Paper Requirement: (With -3% tolerance)

**Cover:** Foldcote caliper 12, solid white 236 gsm or better

**Inside Pages:** Uncoated text paper or better

**Basis weight:** 70 gsm with -3% tolerance

**Opacity:** 90% with -3% tolerance

**Brightness:** 80% with -3% tolerance

c. Other requirements

**c.1** Affidavit of Undertaking using the template in **Annex 6**

**c.2** Five (5) sheets of A4 size swatches of the actual paper to be used for the cover and inside pages during printing. Each sheet shall bear the name of the supplier.

### **Evaluation of Textbooks and Teacher's Manuals**

Procedures for the procurement of goods and services shall be followed. However, due to the peculiar nature of the TXs and TMs, the procedures for the post-qualification shall be done as follows:

In the post-qualification, in addition to financial, legal, and other technical requirements, the TXs and TMs shall undergo preliminary evaluation and Areas 1 to 4 evaluation through the Technical Working Group – Quality Assurance (TWG-QA) based on DepEd Order 025, s. 2023.

*[Please see attached General Requirements, Evaluation Tools and Procedures and Physical and Technical Specifications in **Annex 1 – Standards in the Deelopment, Supply and Delivery of Textbooks and Teachers' Manual, Annex 2 - Evaluation Tools ( A. Stage 1 – Preliminary Evaluation; B. Stage 2 – Areas 1-4 Evaluation) ; and Annex 3 – Procurement Updates on Textbooks and Teachers' Manual]***

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.
- b. For validation purposes, original copy Class "A" Eligibility documents.
- c. Certified true copy documents as issued by the certifying/authorized agencies.

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.

	<p>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 <i>Section II. ITB 20.1</i>.</p> <p>The envelope shall be placed in the envelope and marked:</p> <p>ITB 20.1 Documents</p> <p>Name of Project: _____</p> <p>Bid Opening Date: _____</p> <p>Name of Bidder: _____</p> <p>Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.</p>

***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	<p><b>Development, Printing, 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><b>Development</b></p> <p>The development of textbooks (TXs) and teacher’s manuals (TMs) shall be in accordance with the provision of <b>DepEd Order (DO) 025 s. 2023</b>.</p> <p><b>Moreover, the TXs and TMs to be developed must be:</b></p> <ul style="list-style-type: none"> <li>• Original works by Filipino citizen(s) published by an entity registered with the National Book Development Board (NBDB) with all necessary copyright and permission clearances secured for text, art, illustrations, and/or photos lifted from copyrighted materials per RA 8293;</li> <li>• Complementary to each other which shall be evaluated as a set;</li> <li>• Compliant with the curriculum standards, fully cover and develop the content and performance standards and learning competencies for the grade levels and learning areas; and</li> <li>• Written in the language based on the medium of instruction specified per grade level and learning area.</li> </ul> <p><b>Contract Implementation</b></p> <p>Contract implementation shall commence once the Supplier received the NTP from DepEd. Supplier shall revise the TXs and TMs based on the comments and recommendations of the TWG-QA. A review workshop shall be conducted to check compliance with the comments and recommendations. The Supplier shall finalize the TXs and TMs based on the findings on the review workshop. The final checking and signing off of the TXs and TMs will be done by the TWG-QA.</p> <p><b>Conformance Checking</b></p> <p>Upon the approval of the ready-to-print (RTP) TXs and TMs, the Supplier shall submit to CLMD-LRMDS the following: a. Final copy of the signed TXs and TMs; and b. Two (2) copies for conformance checking of printing quality based on the following printing defects:</p> <ol style="list-style-type: none"> <li>1. Ink density is not even/uniform</li> <li>2. Color hues/shades are not distinct and/or notable</li> <li>3. Printing results are not clean and with dirt/smudges/scum on unprinted areas.</li> <li>4. Color and screen registration are not aligned.</li> </ol>

5. Printed images/texts are transferred on the adjacent page.
6. There are double images.
7. Spine is not flat and even.
8. Scoring (fold mark in front of cover) is not straight.
9. Trim size is not in accordance with specifications.
10. Trim edges are not clean and have butts.
11. Sequence of pages is incorrect.
12. Text lines are not parallel to top to bottom.
13. There are missing pages.
14. There are inverted pages.
15. There are folded pages.
16. Pages and covers have wrinkles or creases.
17. There are torn pages/ cover.

After the conformance checking, the CLMD-LRMDS shall provide the Supplier a report on the findings for implementation of corrections. The Supplier shall submit to CLMD-LRMDS the corrected conformance checked TXs and TMs for sign off for mass printing.

### **Pre-delivery Inspection**

Pre-Implementation Conference shall be conducted prior to the inspection of goods by the End-User.

Inspection or pre-delivery inspection (PDI), where applicable for goods to be delivered, shall be conducted by DepEd through the duly designated Inspectorate Team. The inspection or PDI shall be made upon notice to the DepEd of the readiness of the goods for inspection. Inspection by sampling shall be conducted by the designated Inspectorate Team during the scheduled PDI.

The Supplier shall coordinate with DepEd Regional Office V, through the CLMD-LRMDS on the conduct of inspection or PDI. Any request for inspection or PDI shall be done in writing and contain the following information:

- a. Project Title and Contract Number,
- b. Specific goods for inspection,
- c. Quantity of goods for inspection,
- d. Venue/Address of inspection site, and
- e. Proposed schedule of inspection which must be at least ten (10) calendar days from the submission of the letter request.

There shall only be three (3) PDIs to be made based on the allowable quantities as indicated in the progress payment schedule stated in the special conditions of the contract.

During the conduct of the PDIs, the PDI team may request the Suppliers for the stripping of the actual paper used during printing to be subjected for paper testing to ensure that the paper used is compliant with the technical specifications. The expenses for paper testing shall be shouldered by the Supplier.

The request for inspection or PDI shall be addressed to Learning Resource Management and Development Section (LRMDS), and must be submitted through email at [lrmds.rov@deped.gov.ph](mailto:lrmds.rov@deped.gov.ph)

DepEd Regional Office V shall have the right to visit and inspect the Supplier's premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess the Supplier's capacity to discharge its contractual obligations.

### **Packaging**

Goods shall be packed according to the packaging details provided in this Bidding Document and according to the allocations list.

As may be applicable for goods to be delivered, the Supplier shall provide such packaging as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

- **BOX**

The box materials shall have these specifications:

1. Corrugation: B or C (Single Wall) flute
2. Burst Strength: 175 psi -2% tolerance
3. Joint: Taped with 50.8 mm wide packaging tapes or better
4. Approximate Length: 17"
5. Approximate Width: 12"
6. Approximate Height: 7"-12"

For boxes with overlap joints, the overlap joint shall be fixed by high- grade glue and its outside joint shall be reinforced by 50.8 mm packaging tape or better. Tin/staple wires shall not be used to reinforce the joints.

- **PACKAGING TAPE**

50.8 mm or 2 inches wide packaging tape or better

- **PLASTIC STRAP**

12.7 mm wide plastic strap or better

- **PROPOSE PACKAGING DETAILS**

The goods shall be packed based on the attached allocation/packaging list per recipient and placed in unused corrugated boxes and seals to withstand rough handling.

Each box shall contain the intended allocation, wrapped and sealed in plain plastic for adequate protection against moisture and water damage. For loose sets, the goods shall be wrapped in plastic or brown kraft paper. The package must be secured by packaging tape or better.

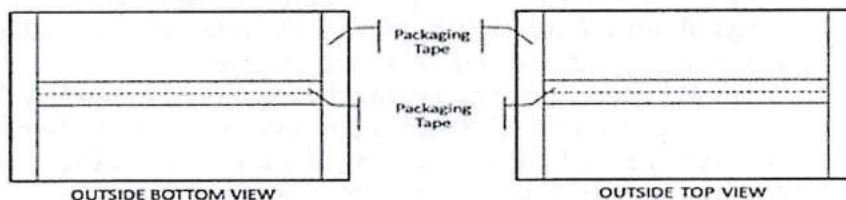
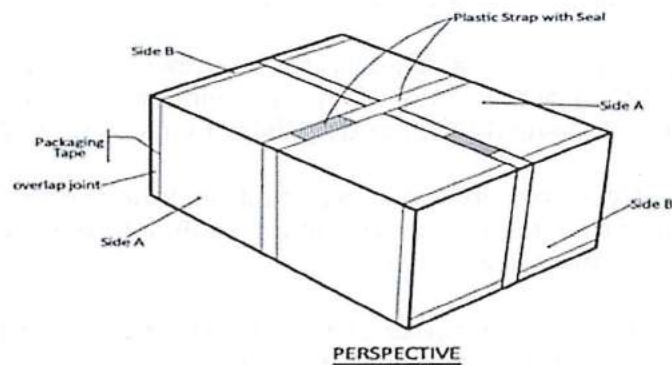
The box shall be reinforced with at least a 12.7 mm wide plastic strap with tin or other appropriate seal.

Each box shall be properly labeled to indicate the following:

Title, Quantity, Purchaser's Name and Address, Supplier's Name, Destination, DepEd logo (with flame), International Symbol, Linear Specifications, Volume, and Gross Weight.

The maximum weight per box should not be more than 20 kilos.

### PACKAGE SPECIFICATIONS



### **Insurance**

The goods under this Contract shall be fully insured by the Supplier in a

freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The goods remain at the risk and title of the Supplier until their final acceptance by DepEd.

**Transportation**

Transport of the goods shall be arranged by the Supplier, and related costs shall be included in the contract price. 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 final acceptance at the final destination, through its authorized receiving personnel.

**Delivery of Printed TXs and TMs**

The delivery terms applicable under this Contract shall be DDP (Duties Delivered Paid) in accordance with INCOTERMS. Risk and title to the goods shall pass from the Supplier to DepEd upon receipt and final acceptance of the goods at the designated delivery site (District Offices *(If no District Office, Schools Division Office (SDO))*).

The Goods to be delivered by the Supplier must be in accordance with the Technical Specifications and other requirements indicated in the bidding documents, and/or as may be reasonably deemed necessary to effect the full and timely delivery of the goods.

For purposes of this Clause, the representative of the Department of Education Regional Office V at the delivery site shall be the Authorized Receiving Personnel (ARP) at the District Offices *(If no District Office, SDO)*.

The Contract Price for the goods shall include the prices charged by the Supplier for incidental services which shall not exceed the prevailing rates charged to other parties.

Upon delivery of the goods to the delivery site, the Supplier shall notify DepEd and present the following documents:

1. Original and four copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
2. Original and four copies of the Manufacturer's and/or Supplier's Warranty Certificate, where applicable; and
3. Original (white copy) and scanned copy stored in CD/DVD/Flash Drive of the pre-numbered Inspection and Acceptance Report (IAR) and Delivery Receipt (DR) detailing number and description of goods received and duly signed and dated by the ARP.

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.



	<p>Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by DepEd and to be replaced by the Supplier in accordance with the warranty provision of this bidding document. The Supplier shall replace all rejected goods within <b>15 CALENDAR DAYS</b> from its receipt of the Notice of Rejection from the recipient schools or the supplier shall bring extra copies or buffer for automatic replacement of the defective goods during the delivery and inspection at the delivery sites.</p> <p><b>Reprinting of TXs and TMs</b></p> <p>In the event there is a need to reprint additional copies of TXs and TMs within the five-year period, the supplier shall make the same available to DepEd through Repeat Order, Direct Contracting, and/or other means as may be applicable in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations.</p> <p><b>Provision of Electronic TXs and TMs</b></p> <p>The provision of the electronic TXs and TMs shall commence on the issuance of ready-to-print TXs and TMs. Electronic TXs and TMs submitted should be the copy of the finalized TXs and TMs that are for printing and delivery subject for inspection before uploading to the authorized DepEd LMS/storage.</p>
2.1	<p><b>Advance Payment</b></p> <p>Advance Payment is not allowed.</p>
2.2	<p><b>Schedule of Payment</b></p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows:</p> <p>The Supplier may submit a request for payment based on progress reports which shall be attached to the progress billing and include the following:</p> <ol style="list-style-type: none"> <li>1. Actual quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract;</li> <li>2. duly signed Delivery Receipts;</li> <li>3. duly signed Inspection and Acceptance Reports and acknowledge receipt that the goods have been delivered and/or properly installed and commissioned in accordance with the contract;</li> <li>4. Sales Invoice;</li> <li>5. Warranty Certificate;</li> <li>6. Bank Certificate with a valid account number for LDDAP;</li> <li>7. Request for Payment; and</li> <li>8. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances.</li> </ol>

	<p>Progress payments shall be paid to the Suppliers on the following conditions:</p> <ul style="list-style-type: none"> <li>• The first progress payment shall be paid upon delivery and acceptance of at least thirty-five percent (35%) of the quantity of Goods subject to the total Quantity of Goods;</li> <li>• The second progress payment shall be paid upon delivery and acceptance of at least another thirty-five (35%) or at least seventy percent (70%) of the total quantity of Goods; and</li> <li>• The final payment shall be paid upon full delivery and acceptance of all the remaining quantity of Goods.</li> </ul> <p>Final payment shall constitute a release of the retention money in case of expiration of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision. The following shall be required for the release of the retention money:</p> <ol style="list-style-type: none"> <li>1. Request for Payment for the release of retention money,</li> <li>2. Certificate of No Claims against the Warranty,</li> <li>3. Billing statement,</li> <li>4. Original Certificate of Final Acceptance,</li> <li>5. Bank Certificate with a valid account number for LDDAP, and</li> <li>6. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances.</li> </ol> <p><i>(NOTE: The Supplier must furnish a copy of the above-mentioned documents to DepEd Regional Office V Accounting and the End-user CLMD -LRMDS.</i></p> <p>Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee in the amount equivalent to one percent (1%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.</p>
3	<p><b>Performance Security</b></p> <p>The Performance Security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The Supplier shall be responsible for the extension of its performance security and/or renewal of its performance security whenever necessary and/ without need of prior notice or instruction from DepEd, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.</p> <p>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>
5	<p><b>Warranty</b></p> <p>A warranty for three (3) months for the Goods will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered Goods have been duly</p>

	<p>inspected and accepted (i.e. final acceptance).</p> <p>The obligation for the warranty shall be covered by retention money in an amount equivalent to one percent (1%) of the payment or a special bank guarantee equivalent to one percent (1%) of the Contract Price.</p> <p>In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.</p> <p>The <b>Special Bank Guarantee</b> shall not contain any deletion, crossing- out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>
6	<p><b>Special Provision of the Contract</b></p> <p><b>A. Electronic Version of TXs and TMs</b></p> <p>The Supplier shall provide the electronic copy of the TXs and TMs in the DepEd prescribed electronic format version (HTML, Scorm, HP5, etc.) DepEd may upload the electronic copy in DepEd’s official portal/application and/or storage for a period of five (5) years.</p> <p><b>B. Braille Conversion of TXs and TMs</b></p> <p>The Supplier shall provide the digital (editable) copy of the final TXs &amp; TMs for braille/e-pub conversion to be used by blind, visually-impaired, and otherwise print-disabled learners, without any cost to DepEd, pursuant to the Phillippine Marrakesh Regulation 2019-025 and Marrakesh Treaty and rules and regulations apertunent thereto.</p>

### **Annex to Special Conditions of Contract**

The goods shall be packed, labeled, and delivered directly to the following delivery sites:

<b>Learning Resources to be Delivered</b>	<b>Delivery Site</b>
Grade 1 Bikol TXs and TMs	District Offices <i>(If no District Office, SDO)</i> <i>(Please see Annex 5-Allocation List)</i>

The Supplier shall bear costs of inland transportation, insurance, and other services required to convey the Goods to the delivery sites.

#### **Inspection and Acceptance of TXs and TMs at the Delivery Site**

Inspection shall be conducted by the duly constituted inspectorate team based on existing rules and regulations.

In the delivery of Goods, the Supplier shall:

1. Deliver the Goods in the right quantity and quality based on the contract agreement, allocation list, and specifications set by DepEd;
2. Notify the indicated authorized receiving personnel at the Delivery Site of the scheduled date of delivery at least three (3) working days in advance, and shall ensure that the authorized receiving personnel is present during the date and time of delivery;
3. Make delivery or deliveries to the recipient district offices or SDOs on regular working days, during office hours from 8:00 a.m. to 5:00 p.m. The Receiving Personnel reserves the right to refuse to receive/accept delivered Goods made before 8:00 a.m. or after 5:00 p.m., and on non-working days;
4. Ensure that the Delivery Receipts (DR) and Inspection and Acceptance Reports (IAR) are signed by the authorized receiving personnel and inspectorate team;
5. Retrieve and replace defective/rejected LRs within a 15-day period from the concerned recipients at no cost to DepEd;
6. The Supplier shall bring extra copies or buffer which can be used to replace defective Goods during the delivery and inspection at the recipient schools/offices; and
7. Perform other functions that maybe necessary to comply with their obligations.

#### **Provision of Complimentary Copies of TXs and TMs**

The Supplier shall provide at least twenty (20) complimentary copies of TXs and TMs to the End User per subject.

***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 (Number of Copies)	Delivery Period
<b>Grade 1 Bikol TXs and TMs</b>			
1	GMRC Textbook	85,411	Within one-hundred twenty calendar days (120 CD) shall be effective (to commence) at the time of receipt of NTP by the successful bidder
	GMRC Teacher's Manual	1,264	
2	MAKABANSA Textbook	85,411	Within one-hundred twenty calendar days (120 CD) shall be effective (to commence) at the time of receipt of NTP by the successful bidder
	MAKABANSA Teacher's Manual	1,264	
3	Language Textbook	85,411	Within one-hundred twenty calendar days (120 CD) shall be effective (to commence) at the time of receipt of NTP by the successful bidder
	Language Teacher's Manual	1,264	
4	Reading and Literacy Textbook	85,411	Within one-hundred twenty calendar days (120 CD) shall be effective (to commence) at the time of receipt of NTP by the successful bidder
	Reading and Literacy Teacher's Manual	1,264	

### B. Contract Duration

Complete delivery shall be made **within one hundred twenty (120) calendar days shall be effective (to commence) from the time of receipt of NTP by the successful bidder.**

### C. Delivery Sites

Goods shall be delivered and inspected at the District Offices (If no District Office, Schools Division Office (SDO) as stipulated in **Annex 5 (Allocation List).**

## ***Section VII. Technical Specifications***

## Technical Specifications

Item	Specification	Statement of Compliance
		<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>



• **General Specifications**

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
1	<p>Certificate of Paper Test Result from Forest Products Research and Development Institute (FPRDI), which must be issued within three (3) months prior to the date of the deadline for the submission and opening of bids for this project.</p> <p>The details of paper test results should contain the following:</p> <p><b>Paper Requirement: (With -3% tolerance)</b></p> <p><b>Cover:</b> Foldcote caliper 12, solid white 236 gsm or better</p> <p><b>Inside Pages:</b> Uncoated text paper or better</p> <p><b>Basis weight:</b> 70 gsm with -3% tolerance</p> <p><b>Opacity:</b> 90% with -3% tolerance</p> <p><b>Brightness:</b> 80% with -3% tolerance</p>		
2	<p>Five (5) sheets of A4 size swatches of the actual paper to be used for the cover and inside pages during printing. Each sheet shall bear the name of the supplier.</p>		
3	<p>A certification showing that the publisher is duly registered with and accredited by the National Book Development Board (NBDB).</p>		
4	<p>The Bidder shall submit the following:</p> <ol style="list-style-type: none"> <li>1. Eight (8) copies of the TXs and TMs per lot <b>to be submitted during bid submission</b>, to be placed in a separate envelope properly marked; and</li> <li>2. Six (6) copies of the duly accomplished TXs and TMs Curriculum Matrix per lot <b>to be submitted during bid submission</b>, to be placed in a separate envelope properly marked.</li> </ol>		

BOOK SIZE	PAPER REQUIREMENT		COLORS		BINDING
	COVER	INSIDE PAGES	COVER	INSIDE PAGES	
8.25" x 10.75"	Foldcote caliper 12, solid white 236 gsm or better	Uncoated text paper or better Basis weight: 70 gsm with -3% tolerance Opacity: 90% with -3% tolerance Brightness: 80% with -3% tolerance	4/1 color With 1 Side UV coating or better	1/1 color	Perfect Binding

## **Technical Specifications for Electronic Textbooks and Teacher's Manuals**

- A. Electronic TXs and TMs submitted should be in any of the following format:
1. H5P (HTML5 Package) Format which enables existing learning management systems (LMS) to create richer content;
  2. SCORM (Shareable Content Reference Model) is a technical specification for eLearning or online material. It is the format in which content should be exported for uploading to a SCORM-compliant learning management system (LMS); or
  3. Any other format i.e., Portable Document Format (PDF), that may be determined however, output must be viewable using any internet browser (Chrome, Edge, Opera, Safari etc.).
- B. The e-textbooks will be uploaded to the DepEd Learning Management System (LMS) and/or any authorized DepEd platform/storage which shall be made available to public schools for five (5) years.
- C. The LMS access shall also be given to the awarded Supplier/s to monitor their electronic TXs and TMs. In the access of electronic TXs and TMs, the downloading, copying and pasting, and highlighting functionalities are disabled.

### **STATEMENT OF COMPLIANCE**

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: ***Development, Printing and Delivery of Grade 1 Bicol Textbooks and Teacher's Manuals and Provision of Electronic Textbooks and Teacher's Manuals for Grade 1.***

---

Name and Signature of Bidder's Authorized Representative

## ***Section IX. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### **Class "A" Documents**

#### Legal Documents

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

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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

### **Class "B" Documents**

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

## II. FINANCIAL COMPONENT ENVELOPE

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

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

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

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

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

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_  
 Contact No. : \_\_\_\_\_  
 Email Address : \_\_\_\_\_

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

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

Submitted by: \_\_\_\_\_  
 Printed Name and Signature of Authorized Representative  
 Designation: \_\_\_\_\_  
 Date: \_\_\_\_\_

**STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT**

*Business Name* : \_\_\_\_\_  
*Business Address* : \_\_\_\_\_  
*Contact No.* : \_\_\_\_\_  
*Email Address* : \_\_\_\_\_

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

Note: The bidder shall be able to support this statement with the following documents:

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

Submitted by : \_\_\_\_\_  
 (Printed Name and Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_



## Joint Venture Agreement Form

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

NAME OF PROJECT	CONTRACT AMOUNT

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

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

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

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

Done this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

\_\_\_\_\_  
SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

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

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

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

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

WITNESS MY HAND AND SEAL on the date and place first above written.  
NOTARY PUBLIC  
Until December 31, 20\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20\_\_

**NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM**

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

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

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

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

NFCC = P \_\_\_\_\_

K = 15 regardless of contract duration

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

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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



**PROJECT:** Procurement of Development, Printing and Delivery of Textbooks and Teacher’s Manuals and Provision of Electronic Textbooks and Teacher’s Manuals for Grade 4, 7 and Senior High School (SHS)

**CONTRACT NO.:**

**CONTRACT**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its \_\_\_\_\_, \_\_\_\_\_, as per Department Order No. \_\_\_\_, s. \_\_\_\_\_ (hereinafter referred to as “**DEPED**”); and \_\_\_\_\_ represented herein by its \_\_\_\_\_, \_\_\_\_\_, with office address at \_\_\_\_\_, Philippines (hereinafter referred to as “\_\_\_\_\_”), as per Secretary’s Certificate dated \_\_\_\_\_ (hereto attached as Annex “A”).

**DEPED** and \_\_\_\_\_ are collectively called “**PARTIES.**”

**WHEREAS, DEPED** invited bids for the **Procurement of Development, Printing, and Delivery of Textbooks and Teacher’s Manuals and Provision of Electronic Textbooks and Teacher’s Manuals for Grades 4, 7, and Senior High School (SHS)** with contract duration of **one hundred forty (140) calendar days**, consisting of **one hundred forty (140) lots**, and received bids from \_\_\_\_ (\_\_) bidders for Lot No. \_\_; **DEPED** opened, read, and evaluated the bids of the \_\_\_\_ (\_\_) bidders and declared \_\_\_\_\_ as having the lowest calculated bid for Lot No. \_\_; after evaluation, **DEPED** post-qualified and declared the bid of \_\_\_\_\_ as the lowest calculated responsive bid for Lot No. \_\_ in the sum of **PHILIPPINE PESOS \_\_\_\_\_ MILLION, \_\_\_\_\_ THOUSAND, \_\_\_\_\_ and 00/100 (PhP \_\_\_\_\_) ONLY**, (hereinafter called the “Contract Price”) detailed as follows:

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

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i. Philippine Bidding Documents (PBD);
    - a. Invitation to Bid;
    - b. Instruction to Bidders;
    - c. Bid Data Sheet;
    - d. Technical Specifications;
    - e. General and Special Conditions of the Contract;
    - f. Schedule of Requirements; and
    - g. Bid Bulletin No. 1 dated \_\_\_\_\_.
  - ii. \_\_\_\_\_'s bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - iii. Performance Security;
  - iv. Notice of Award of Contract and \_\_\_\_\_'s conforme thereto; and
  - v. Other contract documents required by existing laws and/or **DEPED** in the PBD. \_\_\_\_\_ agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.
3. \_\_\_\_\_ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that \_\_\_\_\_ is in default of any of its obligation under this contract. \_\_\_\_\_ shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.
4. The goods shall be delivered within \_\_\_\_\_ **CALENDAR DAYS** from receipt of the Notice to Proceed or as may be indicated in the Notice to Proceed. Risk and title to the goods shall not be deemed to have passed to **DEPED** until its receipt and final acceptance at the delivery site (**District Office (If no District Office, Schools Division Office (SDO)) and Secondary Schools**).
5. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation.
6. Pre-delivery and Pre-implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team.
7. Prior to and for purposes of inspection, \_\_\_\_\_ shall ensure convenient access to the goods for inspection. \_\_\_\_\_ shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection.
8. The goods shall be inspected by the designated DepEd Inspectorate Team. A turnaround period of not more than \_\_\_\_\_ (\_\_\_\_) **WORKING DAYS** from the

time of the receipt of the request for Pre-Delivery Inspection shall be given to **DEPED** to schedule the inspection.

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

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

10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected orally or in writing by **DEPED** and replaced by \_\_\_\_\_ in accordance with the warranty provisions in the bidding documents. The replacement goods for this reason shall be subject to re-inspection.
11. \_\_\_\_\_ shall deliver the goods to the delivery site (**District Office (If no District Office, Schools Division Office (SDO) and Secondary Schools**). Goods delivered to sites other than the designated delivery site without **DEPED's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel, may be a cause for the termination of the Contract.
12. In case \_\_\_\_\_ encounters condition(s) impeding timely delivery of the goods, \_\_\_\_\_ shall promptly notify **DEPED** in writing within **five (5) calendar days** from notice of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. \_\_\_\_\_ must provide sufficient proof to support any request for work suspension and/or contract period extension.
13. The Contract Price shall be paid to \_\_\_\_\_ in accordance with the following disbursement procedures:
  - 13.1. \_\_\_\_\_ may submit a request for payment based on the following: (i) cumulative quantities of goods delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract, (ii) duly signed Delivery Receipts, and (iii) Inspection and Acceptance Reports (IARs), including certification by \_\_\_\_\_, duly signed and dated by the authorized representative of the **DEPED** indicating that the goods have been delivered in accordance with the Contract. Other documents in support of a request for payment may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.
  - 13.2. Payment shall be made to \_\_\_\_\_ within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED**, in the following manner:

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

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

14. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) the payment, or a special bank guarantee in the amount equal to three percent (3%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.

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

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

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

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

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

*SIGNED, SEALED AND DELIVERED BY:*

\_\_\_\_\_  
Department of Education

\_\_\_\_\_  
*SIGNED IN THE PRESENCE OF:*

\_\_\_\_\_  
*DEPED's Witness*

\_\_\_\_\_  
*'s Witness*

*CERTIFIED FUNDS AVAILABLE:*

\_\_\_\_\_  
*Chief Accountant*

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA ) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines, this  
\_\_\_\_ day of \_\_\_\_\_ 2024 personally appeared:

**NAME**

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

\_\_\_\_\_  
Department of Education  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2024.

NOTARY PUBLIC



**Bid Security (Bank Guarantee) Form**

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

DATE \_\_\_\_\_ 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<sup>o</sup>: \_\_\_\_\_

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

Attention: The Chairperson  
Bids and Awards Committee

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words (and figures)]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 17.1 and 18.2, respectively, and it shall remain binding upon us and may be accepted at any time before the expiration of that bid validity period.

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature over printed name of  
Authorized Representative]

\_\_\_\_\_  
[in the capacity of \_\_\_\_\_]  
(designation of Authorized Representative)

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

Address : \_\_\_\_\_

Telephone No : \_\_\_\_\_

Telefax: \_\_\_\_\_

Email address : \_\_\_\_\_



**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

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## Sample Marking of Bids

**Technical Component (Original Copy)**

**(BIDDER'S COMPANY NAME)  
(COMPANY'S OFFICE ADDRESS)  
(COMPANY'S E-MAIL ADDRESS)**

**PUBLIC BIDDING: (PROJECT TITLE, Lot \_\_\_\_)**

**BIDS AND AWARDS COMMITTEE  
DepEd Regional Office V  
Rawis, Legazpi City**

**(Sample Markings for Technical Component Envelope Original Copy)**

**Technical Component (Copy 1)**

**(BIDDER'S COMPANY NAME)  
(COMPANY'S OFFICE ADDRESS)  
(COMPANY'S E-MAIL ADDRESS)**

**PUBLIC BIDDING: (PROJECT TITLE, Lot \_\_\_\_)**

**BIDS AND AWARDS COMMITTEE  
DepEd Regional Office V  
Rawis, Legazpi City**

**(Sample Markings for Technical Component Envelope Copy 1)**

**Technical Component (Copy 2)**

**(BIDDER'S COMPANY NAME)  
(COMPANY'S OFFICE ADDRESS)  
(COMPANY'S E-MAIL ADDRESS)**

**PUBLIC BIDDING: (PROJECT TITLE, Lot \_\_\_\_)**

**BIDS AND AWARDS COMMITTEE  
DepEd Regional Office V  
Rawis, Legazpi City**

**(Sample Markings for Technical Component Envelope Copy 2)**

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**Technical Component**

**(BIDDER'S COMPANY NAME)  
(COMPANY'S OFFICE ADDRESS)  
(COMPANY'S E-MAIL ADDRESS)**

**PUBLIC BIDDING: (PROJECT TITLE, Lot \_\_\_\_)**

**BIDS AND AWARDS COMMITTEE  
DepEd Regional Office V  
Rawis, Legazpi City**

**DO NOT OPEN BEFORE (TIME AND DATE OF BID OPENING)**

**(Sample Markings for Technical Component Envelope)**

---

**Financial Component (Original Copy)**

**(BIDDER'S COMPANY NAME)  
(COMPANY'S OFFICE ADDRESS)  
(COMPANY'S E-MAIL ADDRESS)**

**PUBLIC BIDDING: (PROJECT TITLE, Lot \_\_\_)**

**BIDS AND AWARDS COMMITTEE  
DepEd Regional Office V  
Rawis, Legazpi City**

**(Sample Markings for Financial Component Envelope Original Copy)**

**Financial Component (Copy 1)**

**(BIDDER'S COMPANY NAME)  
(COMPANY'S OFFICE ADDRESS)  
(COMPANY'S E-MAIL ADDRESS)**

**PUBLIC BIDDING: (PROJECT TITLE, Lot \_\_\_)**

**BIDS AND AWARDS COMMITTEE  
DepEd Regional Office V  
Rawis, Legazpi City**

**(Sample Markings for Financial Component Envelope Copy 1)**

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**Financial Component (Copy 2)**

**(BIDDER'S COMPANY NAME)  
(COMPANY'S OFFICE ADDRESS)  
(COMPANY'S E-MAIL ADDRESS)**

**PUBLIC BIDDING: (PROJECT TITLE, Lot \_\_)**

**BIDS AND AWARDS COMMITTEE  
DepEd Regional Office V  
Rawis, Legazpi City**

**(Sample Markings for Financial Component Envelope Copy 2)**

---

**Financial Component**

**(BIDDER'S COMPANY NAME)  
(COMPANY'S OFFICE ADDRESS)  
(COMPANY'S E-MAIL ADDRESS)**

**PUBLIC BIDDING: (PROJECT TITLE, Lot \_\_)**

**BIDS AND AWARDS COMMITTEE  
DepEd Regional Office V  
Rawis, Legazpi City**

**DO NOT OPEN BEFORE (TIME AND DATE OF BID OPENING)**

**(Sample Markings for Financial Component Envelope)**

## **BID PROPOSAL**

**(BIDDER'S COMPANY NAME)**  
**(COMPANY'S OFFICE ADDRESS)**  
**(COMPANY'S E-MAIL ADDRESS)**

**PUBLIC BIDDING: ( PROJECT TITLE, LOT \_\_\_ )**

**BIDS AND AWARDS COMMITTEE**  
**DepEd Regional Office V**  
**Rawis, Legazpi City**

**( DO NOT OPEN BEFORE (TIME AND DATE OF BID OPENING)**

**(Sample Markings for Mother Envelope)**

## **TEXTBOOKS AND TEACHER'S MANUALS (8 Copies)**

**Learning Area \_\_\_\_\_**

**LOT \_\_\_\_\_**

**(BIDDER'S COMPANY NAME)**  
**(COMPANY'S OFFICE ADDRESS)**  
**(COMPANY'S E-MAIL ADDRESS)**

**BIDS AND AWARDS COMMITTEE**  
**DepEd Regional Office V**  
**Rawis, Legazpi City**

**(Sample Markings for Copies of TXs and TMs)**

**TXs AND TMs CURRICULUM MATRIX (6 Copies)**

Learning Area \_\_\_\_\_

LOT \_\_\_\_\_

**(BIDDER'S COMPANY NAME)**

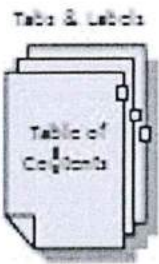
**(COMPANY'S OFFICE ADDRESS)**

**(COMPANY'S E-MAIL ADDRESS)**

**BIDS AND AWARDS COMMITTEE  
DepEd Regional Office V  
Rawis, Legazpi City**

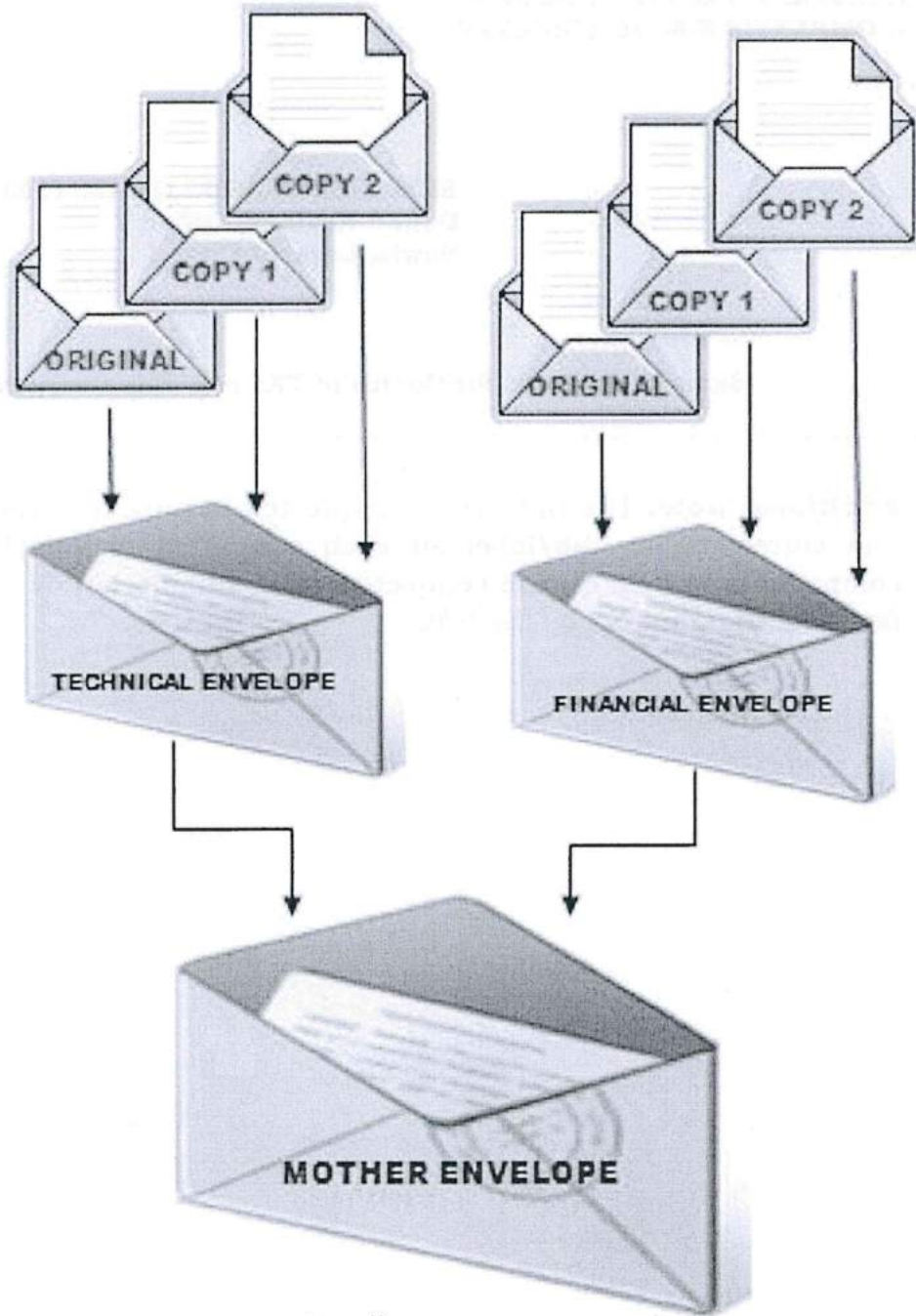
**(Sample Markings for Copies of TXs and TMs Curriculum Matrix)**

**Additional Note:** The Bidders are requested to provide a Table of Contents and corresponding tab/label for each submitted technical and financial components to help ensure completeness of submission by the bidders and facilitate examination by the BAC.



**TECHNICAL COMPONENT**

**FINANCIAL COMPONENT**





# **ANNEXES**

**Annex 1** – Standards in the Development, Supply and Delivery of Textbooks and Teachers Manuals

**Annex 2** – Evaluation Tools (Step 1 and Step 2 -Areas 1-4)

**Annex 3** – Procurement Updates on TXs and TMs

**Annex 4** – DepEd Order No. 25 s. 2023

**Annex 5** – Allocation List

**Annex 6** – Affidavit of Undertaking

ANNEX 1

## **Annex 1**

Standards in the Development, Supply and Delivery of Textbooks  
and Teachers Manuals



Republic of the Philippines  
**Department of Education**

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**STANDARDS IN THE DEVELOPMENT, SUPPLY AND DELIVERY  
OF TEXTBOOKS AND TEACHER'S MANUALS**

**Process**

**A. Announcement for the Development of Textbooks and Teacher's Manuals**

DepEd shall invite publishers to develop TXs and TMs for identified grade levels and learning areas through an Announcement for the Procurement of TXs and TMs. The announcement serves as a notice or information from DepEd to the public of its prospective procurement of set(s) of TXs and TMs, and to the publishing industry stakeholders to develop such TXs and TMs based on provided development standards toward said procurement.

Moreover, the TXs and TMs to be developed must be:

- Original works by Filipino citizen(s) published by an entity registered with the National Book Development Board (NBDB) with all necessary copyright and permission clearances secured for text, art, illustrations, and/or photos lifted from copyrighted materials per RA 8293;
- Complementary to each other which shall be evaluated as a set;
- Compliant with the curriculum standards, fully cover and develop the content and performance standards and learning competencies for the grade levels and learning areas; and
- Written in the language based on the medium of instruction specified per grade level and learning area.

**B. Physical Design**

Available prototype designs shall be issued to publishers as development guides. The prototype design may be a guide that determines the number of pages of the textbook for the learning area and grade level.

## Page Setup

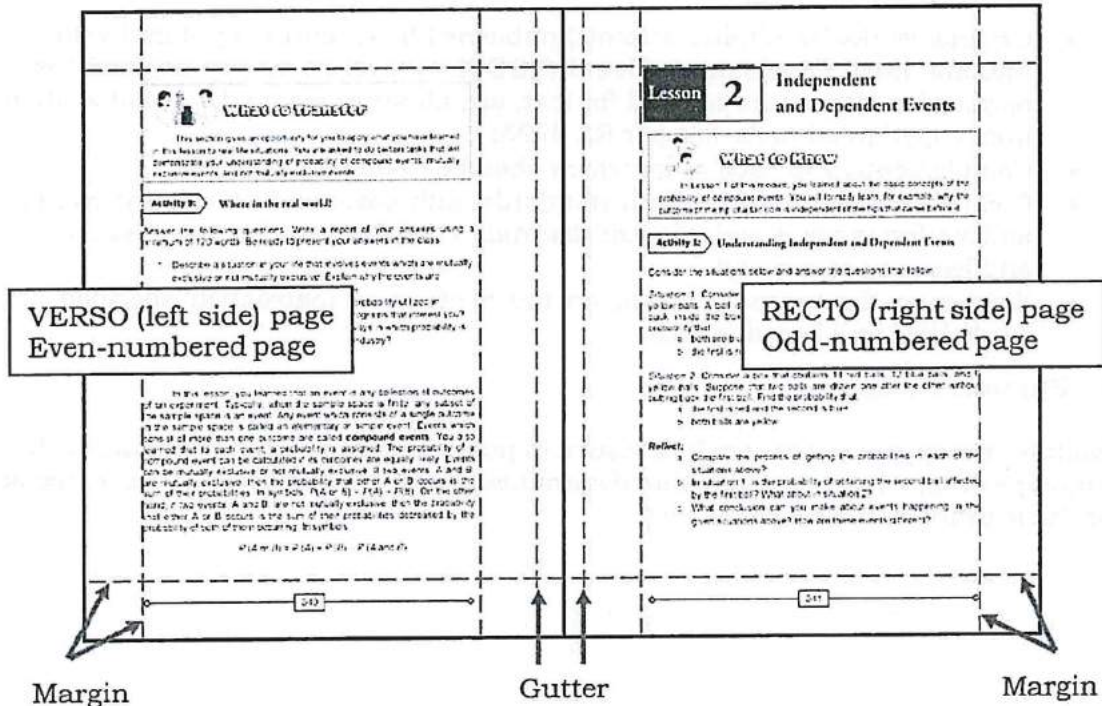
The required measurements and setup of the page properties for the inside pages of the TXs and TMs are explained in Table 1.

*Page Properties*

<i>Page Properties</i>		<i>For Print</i>
Paper size		8.25" x 10.75"
Paper orientation		Portrait
Margins	Top	1"
	Bottom	1"
	Inside	1"
	Outside	1"
Format		Mirror margins
Gutter		0.5"

Table 1. Page Setup

Included in the page setup is the Verso (left side) Even-numbered page and the Recto (right side) Odd-numbered page arrangement. Unit openers must be placed on the Recto page.



## Typography

The following shows the text specifications per grade level for the inside pages of the TX and TM. Other typefaces can be used in developing the TX and TM if they

are legible and not decorative, and close to the style of the recommended typeface identified in the table below.

	Grade Level	Recommended Typeface	Font Style and Size			Leading	Alignment
			Body Text	Heads	Subheads		
TXs	K to 2	Century Gothic	16pt	20-30pt, bold	16-18pt, bold	4 pt	Flush left/ ragged right
	3		14pt	18-28pt, bold	14-16pt, bold	4 pt	
	4	Arial Times New Roman	14pt	18-28pt, bold	14-16pt, bold	3 pt	Justified
	5 to 12		11-12pt	15-24pt, bold	11-13pt, bold	2 pt	
TMs	K to 12		11-12pt	12-24pt, bold	11-13pt, bold	2 pt	Justified

Table 2. Typography

#### **Art-to-Text-Ratio**

The Art-to-Text Ratio helps determine the weight of visuals against its textual content present in a learning resource. Visuals like illustrations, diagrams, and charts help learners make sense out of the content and makes learning more memorable and engaging. Although visuals are important, the reading ability and comprehension of learners per grade level are also considered.

The table below shows the recommendatory percentage of visuals vis-à-vis text for the entire learning resource:

Level	Art-to-Text Ratio
K to 1	65% : 35%
2	60% : 40%
3	50% : 50%
4	40% : 60%
5 to 12	30% : 70%
Teacher's Manuals	None or as necessary

Table 3. Art-to-Text Ratio

#### **Cover Set-up**

## Background Color

A specific color, with a corresponding CMYK color code, is assigned for the background covers of each learning area for Grades 1 to 10. For Kindergarten and Senior High School, no specific background color is assigned. Developers are free to lay out their creative inputs in creating the cover design.











Learning Area	Color	C	M	Y	K
English	light blue 	70	15	0	0
Filipino	dark blue 	100	70	0	30
Science	orange 	0	75	100	0
Mathematics	green 	100	40	100	0
Araling Panlipunan	red 	0	100	100	0
GMRC and Values Education	brown 	0	50	100	40
Music and Arts and Physical Education and Health	yellow 	0	0	100	0
Makabansa	Yellow Orange 	0	25	50	0
Reading, Language, Literacy	white 	0	0	0	0
Edukasyong Pantahanan at Pangkabuhayan/ Technology and Livelihood Education	violet 	40	100	0	20

Table 4. Assigned Background Color per Learning Area for Grades 1 to 10

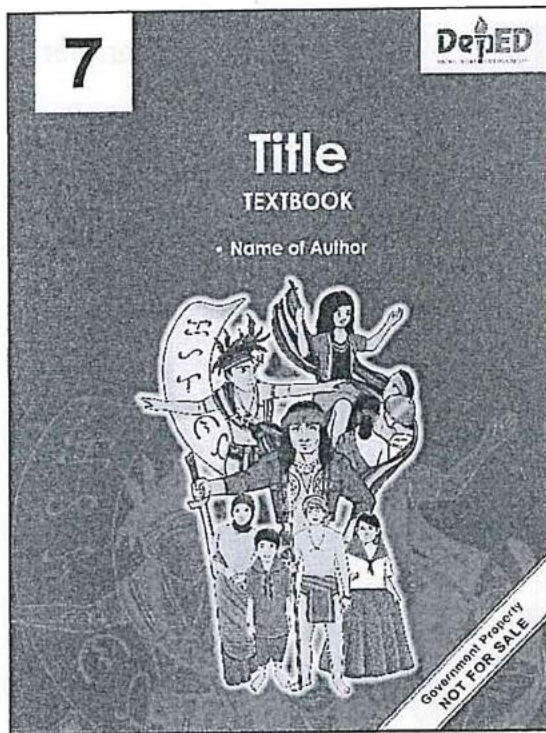
## Cover Art

The art used in the cover must depict the content of the learning resource.

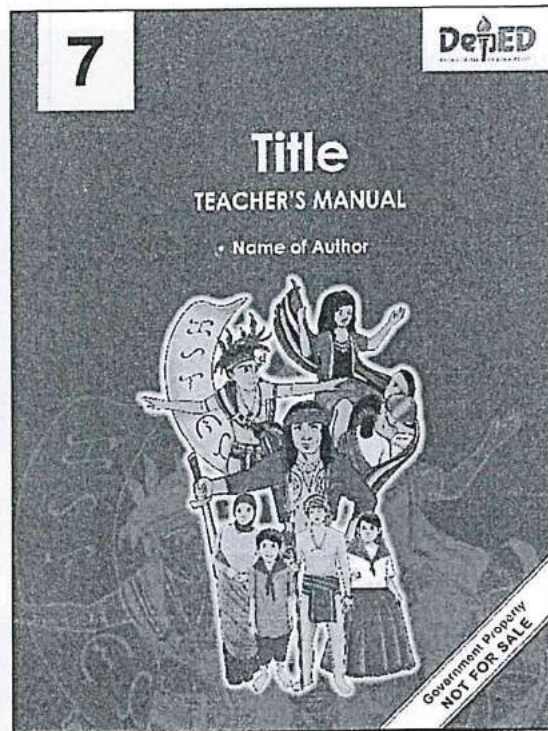
### Things to Consider in Illustrating Cover Art

The cover art of the TX and TM must be:

- content/focus
- appropriate to the age, grade level, and life situations of the target users
- not in photo mosaic and photomontage
- consistent in style and elements
- in actual size with a resolution of 300 ppi or more
- in full color CMYK mode for TX and duotone for TM
- in high contrast of color between the cover art and the background of the cover



*Textbook Cover*



*Teacher's Manual Cover*

### **Cover Elements**

The cover of DepEd TX and TM has five parts: the front cover, inside-front cover, spine, inside-back cover, and back cover. Each part has the required elements to provide additional information for easy recognition. On the other hand, a plain white/blank space is applied to the inside-back cover of the book.

#### *Front Cover*

The elements of the front cover follow the standards set by the Bureau of Learning Resources (BLR) and the placement of the DepEd logo, grade level, and violator stipulated in page 67 of DepEd Order No.31, s. 2019 titled "*The Department of Education Service Marks and Visual Identity Manual (DSMVIM)*".

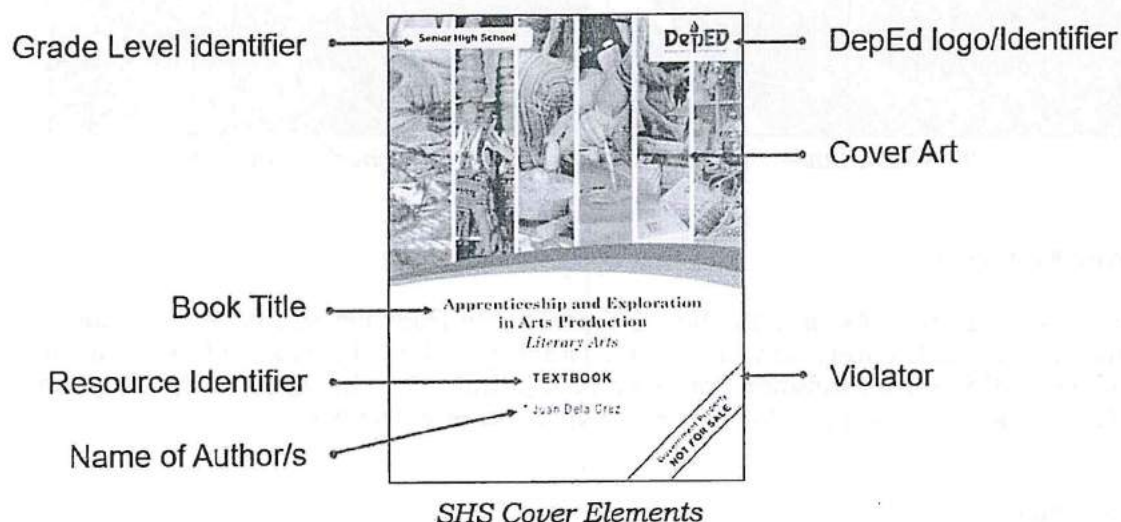
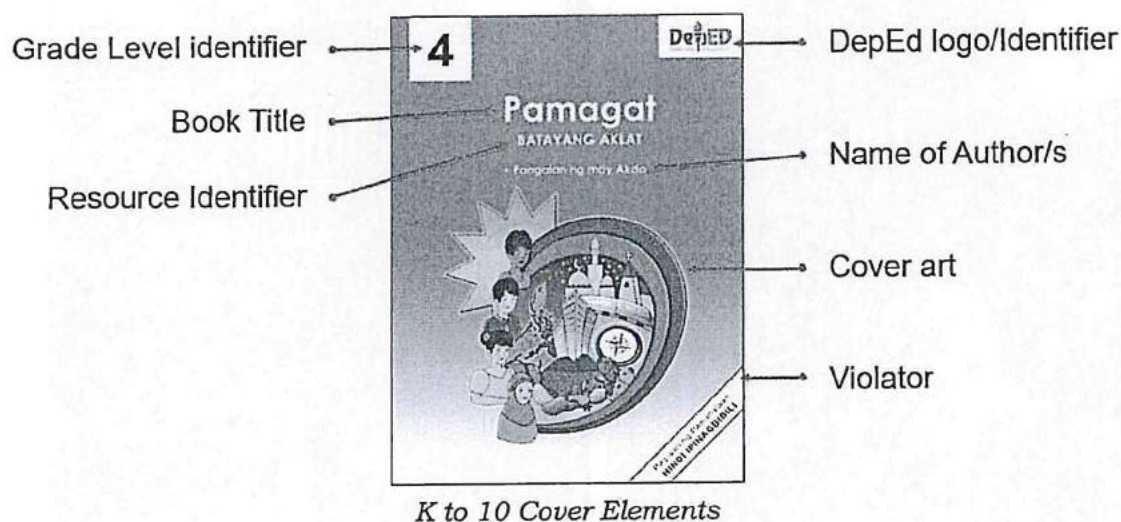


Table 5 shows the elements and specifications for the front cover of the TX and TM:

Entry	Font Type	Font Size	Other Details
Resource Title	A serif or sans serif typeface with large x-height, open counters, contrast, good linkage, uniform proportions	35 to 45 pt	Position: aligned at the center top part of the cover below the Grade level identifier
Resource Identifier <ul style="list-style-type: none"> <li>• Textbook (English Version) or Batayang Aklat (Filipino Version)</li> <li>• Teacher's Manual (English Version) or Manwal ng Guro (Filipino Version)</li> </ul>		25 to 30 pt	Position: after the book title



Entry	Font Type	Font Size	Other Details
Language Type (for K to 3 Contextualized LRs)		25 to 30 pt	Position: after the resource identifier
Name of Author/s		18 to 24 pt	Position: after the resource identifier
DepEd Logo/Identifier	NA	NA	Position: top right-hand corner Logo size: 1.5" x .75" Background box size: 2" x 1" Background color: white
Grade Level identifier for K to 10: <ul style="list-style-type: none"> <li>• K for Kindergarten</li> <li>• Hindu Arabic Number for 1-10</li> </ul>	Arial, bold face	70 pt	Position: top left-hand corner Box size: 1.5" x 1.5" Background color: white Font color: black
Grade Level identifier for Senior High School	Arial, bold face	16 pt	Position: top left-hand corner Box size: 3" x 0.5" with rounded corners Background color: should complement with the background and font color Font color: black or white
Violator box	NA	NA	Position: rotated -45 degrees at the bottom right-hand corner Box size: 5" x 0.75" Box border: 2-lined border
Violator text – line 1: <ul style="list-style-type: none"> <li>• Government Property (English Version)</li> <li>• Pag-aari ng Pamahalaan (Filipino Version)</li> </ul>	Arial	11 pt	Position: rotated -45 degrees aligned in the center of the violator box
Violator text – line 2: <ul style="list-style-type: none"> <li>• NOT FOR SALE (English Version)</li> <li>• HINDI IPINAGBIBILI (Filipino Version)</li> </ul>	Arial, all caps, bold face	18 pt	Position: rotated -45 degrees aligned in the center of the violator box
Cover art/photo	NA	NA	Textbook in full color Teacher's Manual in duotone

Table 5. Elements and Specifications for the Front Cover

**Inside-Front Cover**

The Inside-Front Cover provides the record of learners who use the TX and the condition of TX before and after use. It also provides a guide for the learners on how to take care of the TX (see templates below).

**Book Record**

School: \_\_\_\_\_ District: \_\_\_\_\_  
 Division: \_\_\_\_\_ Region: \_\_\_\_\_ Date Received by School: \_\_\_\_\_

To the Learner!  
 Use the table below by following the instructions:  
 1. Write your name clearly under the column Name of Borrower.  
 2. Use the following letters in recording the condition of the book before and after borrowing:

A. new  
 B. used book in Good Condition  
 C. used book in Fair Condition  
 D. used book in Poor Condition

Name of Borrower	Date Issued	Condition	Date Returned	Condition

**Take Care of Your Book**

<p><b>Do's:</b></p> <ol style="list-style-type: none"> <li>Cover your book using a plastic cover, manila paper, old newspaper, or magazine.</li> <li>Be sure your hands are clean when you handle or turn the pages.</li> <li>When using a book for the first time, lay it on its back and open only a few pages at a time.</li> <li>Use a piece of paper or cardboard for bookmarks.</li> <li>Paste or tape immediately any torn pages. Always take care of damaged book.</li> <li>Handle the book with care when passing from one person to another.</li> <li>Always keep your book in a clean dry place.</li> <li>When your book is lost, report it to your teacher right away.</li> </ol>	<p><b>Don'ts:</b></p> <ol style="list-style-type: none"> <li>Do not fold the pages.</li> <li>Do not write on the cover or pages.</li> <li>Do not cut out any pictures.</li> <li>Never detach or tear any page.</li> <li>Do not leave it open or lying face down when not in use.</li> <li>Do not use pencils, ballpens, or thick objects as bookmarks.</li> <li>Do not force the book into a packed schoolbag.</li> <li>Do not use it to cover your head when it is raining.</li> <li>Do not sit on it.</li> </ol>
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Book Record Form: English Version

**Talaan ng Paggamit ng Aklat**

Paaralan: \_\_\_\_\_ Purok: \_\_\_\_\_  
 Sangay: \_\_\_\_\_ Rehiyon: \_\_\_\_\_ Petsa na natanggap sa paaralan: \_\_\_\_\_

Para sa Sa Mag-aaral!  
 Gumitn ang talaanaynan sa itaba sa pamamagitan ng sumusunod na tagubilin:  
 1. Isulat ang iyong pangalan sa hanay ng Pangalan ng Humiram.  
 2. Gamitin ang sumusunod na letra sa pagtatala ng kondisyon ng aklat bago at matapos hiramin:

A. buho  
 B. gamit na ipuulit mayroon pa  
 C. may kauring siru  
 D. maraming siru

Pangalan ng Humiram	Kalan Ipinahiram	Kondisyon	Kalan Inilauli	Kondisyon

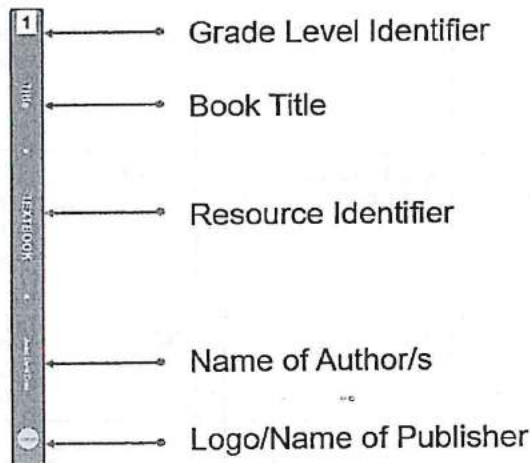
**Ingatan ang Iyong Aklat**

<p><b>Mga Dapat Gawin:</b></p> <ol style="list-style-type: none"> <li>Lagyan ng pabalat ang aklat. Alagaan gumitin ang plastic cover, manila paper, lamang diyaryo, o magazine.</li> <li>Tirapang malinis ang iyong kamay kapag nabubuksal ang mga pahina.</li> <li>Siya unang paggamit ng aklat, ilaga ito at matatag na buksan nang isa-isa ang mga pahina.</li> <li>Gumamit ng pantandang papel o cardboard sa pagitan ng mga pahina.</li> <li>Ilagit ito ayusin ang mga puntal na bahagi ng aklat. Lagyan ito ng mga pangkat ng aklat. Lagyan ito ng mga pangkat ng aklat.</li> <li>Pag-angalan ang aklat kapag ito ay hinarang o ipapalibutan.</li> <li>Ilagan ang aklat sa malinis at kuryong lugar.</li> <li>Ipagbigay-alam kaagad sa iyong puro kapag ito ay nawala.</li> </ol>	<p><b>Mga Di Dapat Gawin:</b></p> <ol style="list-style-type: none"> <li>Huwag buhat ang mga pahina.</li> <li>Huwag sulalan ang pabalat at mga pahina nito.</li> <li>Huwag paglinis ang mga larawan doo.</li> <li>Huwag palasin o puntal ang mga pahina.</li> <li>Huwag ito nang nabubuksal ang aklat sa pagitan ng mga pahina.</li> <li>Huwag gumamit ng lapis, ballpen, o iba pang matatag na bagay sa pagitan ng mga pahina para gumamit gumamit.</li> <li>Huwag bilik ang aklat sa matatag na bag.</li> <li>Huwag gumamit ng aklat na pantatag sa ulo kapag umuulan.</li> <li>Huwag upuan ang aklat.</li> </ol>
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Book Record Form: Filipino Version

**Spine**

The spine elements make the TX and TM recognizable when shelved in a bookcase. The spine shows the grade level identifier, title, resource identifier, name of author/s and logo of the publisher. Spine elements are applicable only to books 200 pages or more, since TX and TM with fewer pages cannot provide enough space to make the spine elements readable.



Sample Book Spine with Elements

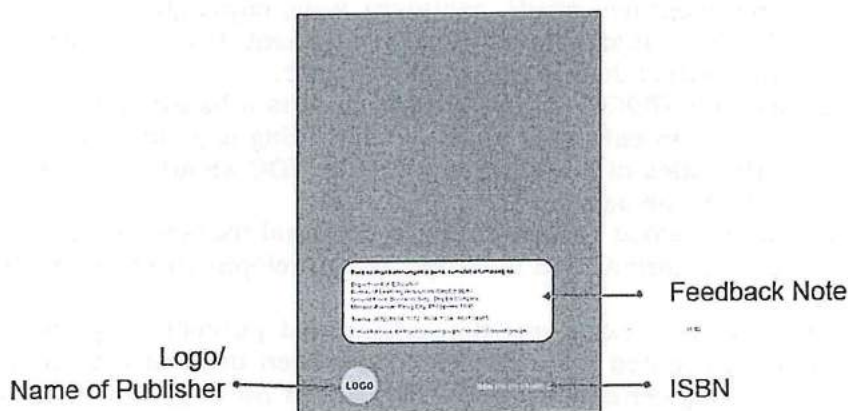
The elements and specifications for the book spine are shown in Table 6.

Entry	Font Type	Font Size	Other Details
Grade level identifier for K to 10: <ul style="list-style-type: none"> <li>• K for Kindergarten</li> <li>• Hindu Arabic Number for 1 to 10</li> </ul>	Same font used in the front cover	Resized depending on the thickness of the book	Position: top center part of the spine Box size: 0.5" x 0.5" Box border: 1 pt Background color: white Font color: black
Resource title			Position: after grade level identifier
Resource Identifier			Position: after the book title
Language Type (for K to 3 Contextualized LRs)			Position: after the resource identifier
Name of Author/s			Position: after the resource identifier or the language type
Publisher's Logo	NA	NA	Position: bottom center part of the spine after the name of author/s

Table 6. Elements and Specifications of Book Spine

### Back Cover

The back cover of TXs and TMs should include the contact details of the DepEd managing office for possible inquiries or feedback from the users regarding the learning resource. It also includes the logo/name of the publisher and the International Standard Book Number (ISBN).



Sample Back Cover with Elements

The elements and specifications for the back cover of TX and TM are explained in Table 7.

Entry	Font Type	Font Size	Other Details
Feedback Note	Arial	12 pt	Position: at the bottom center part of the back cover Box size: 5.67" x 2.12" with rounded corners Box border: 1.5 pt Background color: white Font color: black
International Standard Book Number (ISBN)	Arial	13 pt	Position: bottom right part of the back cover below the feedback note Font color: black or white depending on the background color Other features: may include a barcode if available
Logo and Name of Publisher	NA	NA	Position: bottom left part of the back cover below the feedback note

Table 7: Elements and Specifications of Back Cover

### **Major Book Parts**

#### **Front Matter**

In general, the front matters or preliminary pages serve as guides to the contents of the resource. The front matter in a TX contains the title page, copyright page, table of contents, and preface or introduction. The front matter in a TM also has the same parts. The parts of the front matter are paginated using lowercase roman numerals comma (e.g., i, ii, iii).

1. *Title Page* – indicates the resource’s full title, subject area, grade level, and resource identifier. It is found on page i (without showing its page number), which is a recto page. The DepEd logo is placed at the bottom center part of the page.
2. *Copyright Page* – is located on page ii. It contains the following information: title, resource identifier, ISBN, copyright year, copyright notice, name/s of copyright holders, members of the development team, printer’s complete address, and contact details of copyright holder.
3. *Table of Contents (TOC)* – starts on page iii. It is a listing of units, chapters, and other book contents with their corresponding page numbers throughout the book. The titles of book contents in the TOC should be written as they appear on the inside pages.
4. *Introduction or Preface* – explains the conceptual framework or instructional design, purpose, format and features, and development of lessons of the TX and TM.
5. *Acknowledgments* – expresses the author and publisher’s gratitude to the sources of copyrighted materials that have been used in the TX and TM. A short acknowledgments section may appear on the copyright page or toward the end of the preface or introduction.

## **Body**

The content or the body proper of learning resources should be presented using an instructional design appropriate for the intended subject and grade level. It should provide sufficient material that will enable learners to develop the competencies required by the curriculum. The parts of the body are paginated using Arabic numerals (e.g., 1, 2, 3).

### *Unit Divisions*

These are the main sections of the TX. Each unit should contain a unit opener and should start on a recto page. The unit opener consists of the unit number, the unit title, an illustration that represents the unit's content, and a short overview of the unit.

### *Chapter Divisions/Lessons*

In some learning resources, units are divided into chapters, which are further subdivided into lessons. In other learning resources, units are divided only into lessons. A chapter or lesson may start on either recto or verso page.

## **Back Matter**

This provides, in general, useful reference materials. The back matter may contain the following:

1. *Glossary* is a list of definitions of technical terms or foreign words used in the TX and TM. The entries in a glossary should be listed in alphabetical order, with each entry set on a separate line and followed by its definition. A definition ends with a period.
2. *Bibliography or Reference* is a list of the books and other reference materials that the author/s used while writing the TX and TM. It is set in a type size smaller than that of the body text. The format of the bibliography or reference list varies according to the subject area. DepEd applies the 17<sup>th</sup> Edition Chicago Style Citation format.
3. *Index lists* the key subjects and terms that have been incorporated in the TX and TMs, in alphabetical order. The basic index provides the page numbers where a subject or term can be found. More detailed indexes indicate materials in the book that are related to the key subjects and terms. The index is a useful tool to the readers as it helps them find as much information about a subject or term as they can from the textbook.
4. *Appendix* is used to give additional information on a topic that had been taken up in the TX and TM. It may include calculations, laws, graphs, figures, photographs, maps, surveys, and other similar information. Although not an essential part of the TX and TM, it has many uses. The text of an appendix is usually set in type used for excerpts in the text and smaller than that used for the main text of the TX and TM. It starts on a new recto page, with its title Appendix set centered at the top of the page on which the appendix starts. When a textbook has more than one appendix, the title is set as Appendix A, Appendix B, and so forth.

## **Visual Arts Guidelines**

The artwork style guide covers specific rules in the integration of artwork and illustrations in learning resources procured by DepEd.

For this purpose, the following are the general guidelines for artwork:

- Complement the text, not just for decoration or to fill up empty space;
- Developmentally appropriate to the learner's age, grade level, and life situations;
- Original but may consider third-party content with copyright permission to use that is secured by the publisher.
- A person should be illustrated facing toward the page gutter;
- Face and body illustrations of either humans or animals should not be placed or drawn on the gutter of the TX and TM;
- Artwork, maps, diagrams, etc. must be recognizable even if they are reduced and resized;
- In high definition (color or black and white) artwork and uniformly applied with a solid black ink line;
- In 300 to 600 dpi (dot per inch) or higher to capture all the details of the artwork to produce quality scans
- Requiring colors for artwork is based on the learning competency and must follow the CMYK color scheme; however, if black and white printing is required by the Department, colored artwork *must be converted to grayscale and if needed, brightness, contrast, tone, and levels of converted grayscale artwork should be correctly adjusted.*
- High contrast of shades or color between the artwork, text, and background must be observed;
- Frame illustrations to be highlighted or separated from the written content; and
- Readable, simple, free of clutter, proportional, and properly laid out.

## **Style Guide**

To style learning resources written in English, the following are the references:

- For basic style concerns in-text citations and reference lists: the latest edition of the *Chicago Manual of Style (CMOS)* by the University of Chicago Press;
- For grammar and style concerns: the latest edition of *Elements of Style* by William Strunk Jr. and E. B. White;
- For spelling: TXs and TMs should follow the American English spelling using the latest *Meriam Webster's Collegiate Dictionary/ Webster's International Dictionary of the English Language* (unabridged); and
- To style learning resources written in Filipino, TXs and TMs should comply with the Komisyon sa Wikang Filipino (KWF) DepEd Order No. 34, s. 2013 (Ortograpiyang Pambansa) and Komisyon sa Wikang Filipino Manwal sa Masinop na Pagsulat 2015.

### ***Compliance with the Social Content Guidelines***

Learning resources procured from private publishers must avoid stereotyping, bias, prejudice, and discrimination in the description, representation, association, and portrayal, and other subliminal messages in artwork, content, and language. The book developers must comply with the Social Content Guidelines of the Department.

### **C. Development**

#### ***Curriculum and Content***

The vision of the DepEd remains the same: to produce holistically developed Filipino learners with 21<sup>st</sup> century skills or the knowledge, skills, attitudes, and competencies that learners need to develop so that they can prepare for and succeed in work and life in the 21<sup>st</sup> century (DepEd Order No. 21, s. 2019).

The 2023 MATATAG Basic Education Curriculum puts emphasis on the development and mastery of foundational skills and competencies. The process requires sufficient time for acquisition and practice, thus necessitating the curriculum to streamline learning standards. Central to this process are Big Ideas, which represent a progression toward understanding key concepts in different learning areas (Charles, 2005). It is through connecting ideas and understanding that these ideas form a coherent whole that learners can grasp the essential features of events or phenomena. Focusing on Big Ideas provides transferable concepts to other topics, contexts, or inquiries thereby preventing information overload.

#### ***For Textbook***

##### *Non-Negotiables*

- The learning objectives in the TX are aligned with the learning competencies.
- The learning objectives are unpacked from the learning competencies.
- The content required by the learning competencies is accurately discussed.
- The assessment is aligned with the learning competencies.
- The formative assessment is in support of the performance standards.
- The lessons are aligned with the learning competencies.
- The TX covers all the curriculum standards.

##### *Negotiables*

- The learning objectives in the TXs are behaviorally stated.
- There are different activities that are aligned with the learning competencies per lesson.
- There is an integration of concepts into real-life applications to help learners understand the relevance of the concepts.
- Activities or tasks support the use of the 21<sup>st</sup> century skills that allow learners to go “beyond the information given.”
- The content conforms to the Social Content Guidelines.
- The content integrates other learning areas, and government thrusts like the Sustainable Development Goals, universal themes, and world/regional issues to promote diversity, inclusivity, and global understanding.

- The contents are free from any form of bias (gender, ethnic, religious, sectarian, geographical, cultural, occupational, disability, exceptionality biases) and make use of inclusive examples.

### ***For Teacher's Manual***

#### *Non-negotiable*

- Learning objectives in the TM are aligned with the learning competencies.
- The learning objectives are unpacked from the learning competencies.
- The content required by the learning competencies is accurately discussed.
- The assessment is aligned with the learning competencies.
- The formative assessment is in support of the performance standards.
- The TM provides rubrics to assess the performance tasks.
- The summative assessment is aligned with the content standards.
- The TM provides exact answer keys for objective test and possible answers for non-objective types.
- The contents in the TM complement the TX. (Educative Material/Innovative Section of TM).
- Lessons are aligned with the learning competencies.
- The TM covers all the curriculum standards for the grade and learning area.

#### *Negotiable*

- Learning objectives in TM are behaviorally stated.
- The TM provides a review of prerequisite skills where needed.
- There are different activities in addition to the three activities in the TX which are aligned to the learning competencies if needed.
- Activities or tasks support the use of the 21<sup>st</sup> century skills that allow learners to go "beyond the information given."
- There is an integration of concepts into real-life applications to help learners understand the relevance of the concepts.
- There is a provision for additional or alternative references for enrichment or remediation in TM.
- The activities of the lessons are sufficient according to the prescribed time allotment in the curriculum guides.

### ***Instructional Design***

This Instructional Design Framework is a systematic and iterative approach to developing effective and efficient instruction which is imperatively needed to establish an enabling structure of ensuring the effective teaching and learning delivery.

#### ***The K to 10 Instructional Design Framework***

The teaching and learning process reflects the shared vision articulated in the revised curriculum, guided by the IDF that encapsulates the curriculum, teaching, and assessment process. This framework outlines the fundamental yet flexible and

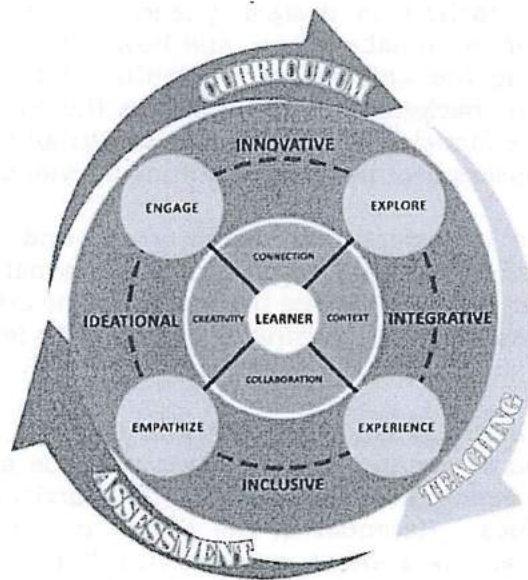


descriptive approach for teachers in designing learning opportunities on what learners must do, how learners must perform, and how to know if standards have been achieved. Recognizing the uniqueness, strengths, and full potential of all learners regardless of their background, they serve as the compass in planning, directing, modifying, and enhancing the instruction across all types of modalities, using a variety of sound assessment practices resulting in evidence-based teaching.

The IDF is anchored on constructivism, behaviorism, and cognitivism which emphasize the importance of personalized instruction, learner engagement, and supportive learning environment. By placing the learner at the center of the learning process, these philosophies promote meaningful and effective learning experiences for all learners.

To abide with, the four instructional principles that learning must be *inclusive, ideational, integrative, and innovative*, teachers then must be able to discern and demonstrate how various pedagogical approaches in the curriculum will reflect the design of learning activities. Essential in the design process of planning and delivering the instruction are the context, connection, collaboration, and creativity that will emanate as learners take charge of their own learning while teachers are responsive to learners' needs. Creating an optimal learning environment entails learners to *engage, explore, experience, and empathize* at any point in the lesson through appropriate and judicious selection of strategies, support, and resources. Generally, instruction in the MATATAG Curriculum is designed to prepare all learners to achieve high standards and become lifelong learners equipped with 21st century skills.

Assessment, Curriculum, and Teaching are integral components that work collaboratively to ensure effective teaching and learning delivery. *Assessment* plays a crucial role in measuring learners' competencies and skills in alignment with the defined learning standards. It provides valuable insights into learners' progress and helps teachers make informed decisions about instructional strategies and interventions. The *Curriculum* provides the roadmap for the content and learning objectives, guiding the overall design and organization of instructional materials. It ensures that the teaching and learning experiences are aligned with the desired outcomes and meets the needs of the learners. *Teaching* encompasses the instructional strategies, methods, and pedagogical approaches employed by educators to facilitate meaningful learning experiences. It involves creating a conducive learning environment, implementing engaging activities, and employing effective instructional techniques. The synergy among Assessment, Curriculum, and Teaching ensures that learners receive high-quality instruction, actively engage with the curriculum, and have their progress accurately assessed. Together, these elements contribute to the achievement of optimal teaching and learning outcomes within the K to 10 Instructional Design Framework.



*The MATATAG K to 10 Instructional Design Framework*

**Key Features**

The IDF brings forth a range of distinctive features that revolutionize the teaching and learning process. Developed to enhance educational practices, these features empower teachers and learners alike, ensuring a comprehensive and engaging educational experience.

- It seamlessly cuts across important learning stages and learning areas, promoting interdisciplinary connections and a well-rounded educational experience.
- It emphasizes the learner’s role in the instructional process, enabling them to actively participate in decision-making and co-creation of learning activities.
- It provides clear guidance and facilitates collaboration among school administrators, teachers, and learners, ensuring a unified approach toward achieving learning objectives and enhancing learner’s progress.
- It promotes flexibility to foster creativity and collaboration among learners and teachers and instructional leaders, encouraging innovative approaches to teaching and learning.
- It is descriptive rather than prescriptive, outlining key elements and considerations for adopting teaching strategies, materials, and educational approaches to meet learning standards.
- It focuses on the design of instruction rather than prescribing specific procedures, allowing for the selection of pedagogical approaches and models that best suit the learning context and objectives.
- It guides uniformity and consistency in designing and planning lessons, ensuring a cohesive educational experience across classrooms and schools.

- It emphasizes the inclusion of clear and measurable learning objectives for each chapter or section, guiding their focus and providing direction throughout the instructional process.
- It encourages the use of diverse instructional strategies to cater to different learning styles and preferences.
- It suggests the inclusion of appropriate assessment tools and opportunities for feedback to evaluate learners' own progress and understanding.

TXs and TMs should be aligned with the IDF. With this framework, the DepEd TXs and TMs should reflect contents which are adequate, comprehensive, updated, and free from any conceptual, computational, factual, grammatical, pedagogical, social content errors, and copyright infringed content.

The TXs and TMs should be integrative and multidisciplinary in nature provide differentiated instructions with varied learning activities and assessment measures that address the needs of the different types of learners. These TXs and TMs provide opportunities for reflective thinking of learners as they reflect on the relevance of lessons in their lives and assess themselves with their learning progress. Further, the TXs and TMs consider parental involvement and other stakeholders in the community for enhancement and reinforcement of learning in the classroom.

### ***Major Considerations***

When developing TXs and TMs, several key considerations must be taken into account. These considerations ensure that the instructional materials align with curriculum standards, provide accurate and comprehensive content, foster critical thinking skills, and maintain high-quality standards.

The development of TXs and TMs can lead to high-quality instructional materials that effectively support teaching and learning processes, enhancing the educational experience for both teachers and learners. Here are ten major considerations for the development of TXs and TMs:

1. **Alignment with the CG.** TXs and TMs should adhere to the prescribed curriculum guide for the specific grade level and learning area, ensuring that learners meet the required performance and content standards while developing the necessary learning competencies.
2. **Conformity to instructional design.** The instructional materials should follow established instructional design principles, employing effective pedagogical approaches and strategies that promote learner engagement and facilitate comprehension.
3. **Accuracy and Relevance.** TXs and TMs must contain accurate, comprehensive, relevant, and up-to-date concepts and information that are pertinent to the subject area and discipline being taught.
4. **Research-Based Content.** The materials should draw upon research-based information, citing credible sources with appropriate permissions for use. This ensures that the content is reliable, valid, and trustworthy.

5. **Complete Lesson Development.** TXs and TMs should provide sufficient materials for concept presentation, development, application, and assessment, ensuring a well-rounded and comprehensive approach to lesson development.
6. **Seamless Lesson Presentation.** The materials should offer a seamless flow of lessons, effectively connecting learning objectives with the synthesis and application of concepts to real-life situations. This promotes a coherent and meaningful learning experience.
7. **Inclusive Learning Materials.** TXs and TMs should incorporate diverse texts, illustrations, graphics, photographs, and other learning materials that are age-appropriate, individualized, gender-sensitive, and culturally appropriate. This fosters an inclusive and supportive learning environment.
8. **Progressive Questioning.** The materials should include questions that increase in complexity for each lesson, guiding learners to develop and apply critical thinking skills. This encourages deeper understanding and analysis of the content.
9. **Error-Free Content.** TXs and TMs must be free from typographical, conceptual, factual, grammatical, computational, procedural, pedagogical, and social content errors. Additionally, they should avoid plagiarized content, maintaining academic integrity.
10. **Accessibility and Usability.** Consideration should be given to the overall design and layout of the materials, ensuring that they are user-friendly, visually appealing, and accessible to a diverse range of learners.

### ***Unit and Lesson Elements for Textbooks***

**Title and Overview of the Chapter.** Serve as a comprehensive description of the content and purpose of the chapter. TXs and TMs provide an overview of the key topics, concepts, and skills that will be covered, allowing readers to grasp the focus and objectives of the chapter at a glance. Capture the theme of the lessons as presented in each chapter. Display illustrations that portray the theme throughout the entire chapter. Explain the learning objectives and target competencies that may be spelled out in the overview of the unit or chapter.

**Pre-Assessment.** Activate the learners' prior knowledge about the lessons that shall be provided per topic or per quarter. Elicit the learner's schema and build initial knowledge. Link the connections between the lessons and the learner's prior knowledge.

**Title and Overview of the Lesson.** Serve as concise descriptors of the specific content and goals of the lesson that provide a glimpse of the main concepts, and skills that will be covered within the lesson. Capture the essence of the lesson's theme and give a summary of the lesson. Describe the target competency that the learners must acquire.

**Learning Competencies/Objectives.** Target essential skills that learners should acquire. Aligned learning objectives in the curriculum guide with the lesson presentations, learning activities, and learning assessment tasks.

**Content/Concept Development.** Discuss content that is current, relevant, accurate, and must be appropriately attributed. Present the content/concept that is correct, precise, and coherent ideas. Consistent with the spiral progression approach in curriculum, the development of new concepts is built from old ones and shall be introduced appropriately considering its breadth and depth. Adequate number of illustrations, examples, and exercises which are interesting and relevant to the target learner's experience. The level of difficulty of the content shall be congruent with the curriculum requirements and the cognitive level of the target learners. As there are diverse types of learners, differentiated learning/set of activities is encouraged. Consider the learner's prior knowledge and learning experience and ascertain the continuity in the development of concepts and skills for a gradual transition. As such, remediation activities, as well as enrichment activities, are desirable elements in the TX or the TM. Inclusion of a part where integration with other lessons within and across the learning areas in the inside pages of the textbooks to support DepEd's commitment to ensuring an integrative curriculum. Considers the vertical and horizontal articulation and developmental progression of the content and concepts.

**Learning activities appropriate to the learning area**

- The learning activities of the TX and TM should be developmentally appropriate for abled learners as well as learners with disabilities (LWDs), be learner-centered, inclusive in its language and features to cater to vulnerable communities, be contextualized, culturally relevant, responsive, and must integrate the development of the 21<sup>st</sup> century skills such as communication, learning and innovation, information, media and technology, and life and career skills.
- Learning activities and formative assessment tasks which are essential in achieving the learning goals shall be specific, varied, meaningful, engaging, and must help learners how to learn. They should not just focus on recall and comprehension of facts. Higher order thinking skills (HOTS) which require analysis and evaluation shall be heightened. The psychomotor and affective domains shall also be emphasized as needed.
- Learning activities are considered formative in nature as these can assess the learner's prior knowledge, understanding of the new lesson, and readiness to answer summative assessment.
- Formative assessment-based strategies that assess the learner's level of mastery in achieving the learning objectives and shall be provided per topic. It may be given at any time during the teaching and learning process. However, it is important to provide written or oral activities which will serve as post-assessment in every lesson.
- Involves teachers to use evidence about what learners know and can do to inform and improve their teaching. This process, through the teacher's immediate feedback, enables learners to take responsibility for their own learning and identify areas where they do well and where they need help (DepEd Order No. 31, s. 2020).
- Formative assessment conducted after the lesson assesses whether learning objectives were achieved. It also allows the teacher to evaluate the effectiveness of instruction. Learners who require remediation and/or

- enrichment shall be helped by the teacher using appropriate teaching strategies. (DO No. 8, s. 2015)
- Values and attitudes that need to be cultivated among learners may be integrated with the learning activities. There shall also be engaging tasks provided to suit the different abilities of learners.
  - Learning activities may be added that may lead to the forming of a generalization.

**Deepening of Core Understanding/Key Concepts.** Deepening of the core understanding/key concepts and processing of questions shall be highlighted in the development of the concepts. Deepening of the core understanding/key concepts must already be present during concept attainment or lesson presentation through provision of sufficient examples, strong/weak models, cases, and other techniques by using a variety of convergent and divergent questions.

**Valuing.** Entails the learner's thinking, feeling and acting processes as s/he finds the connections of what s/he has learned from the facts and concepts to his/her personal life and experiences.

**Generalization.** Activity that encourages learners to create based on their acquired learning.

**Post-Assessment.** Used to evaluate learner learning, skill acquisition, and academic achievement at the conclusion of a defined instructional period—typically at the end of a project, unit, course, semester, program, or school year. In the TX and TM, summative assessments must be placed at the end of every unit or chapter. The items or questions given must be taken from the discussions made in the TX and TM and must have a minimum or maximum number of items as required by each learning area. Assessment types must be varied and must adhere to the principles and guidelines in crafting test constructions.

**Remediation /Enrichment Activities.** Remediation activities provide opportunities to master a least learned competency while enrichment activities pertain to activities that would deepen/reinforce the learner's level of mastery of a competency.

**Reflection (Self-Monitoring/Self-Assessment).** There shall be an opportunity for reflection, self or peer assessment, or group assessment to be incorporated to help improve learning and other 21st-century skills.

### ***Unit and Lesson Elements for Teacher's Manual***

**Title and Overview of the Chapter (Content and Performance Standard).** Contains a brief description of the content of the unit or chapter. Stated the *content and performance standard*.

**Pre-Assessment.** Activates the learner's prior knowledge about the lessons. This shall be provided per topic or per quarter. Elicits what the learner already knows and builds initial knowledge. A process that helps learners make connections between new information and information they already know.

**Title and Overview of the Lesson.** Concise descriptors of the specific content and goals of the lesson. The title captures the essence of the lesson's theme, while the

overview offers a summary of the objectives of the lesson and what learners can expect to learn or achieve at the end of the lesson.

**Learning Competencies/ Objectives.** The target/essential skills that learners should acquire. The learning objectives as articulated in the curriculum guide shall be aligned with the lesson presentations, learning activities, and learning assessment tasks.

**Pre-Assessment.** Activates the learners' prior knowledge, which may include written activities and probing questions, among others, that will elicit what the learners know.

**Motivation.** Engages the learners' attention or interest to participate actively in the discussion. It is during this time that the teachers are encouraged to get learners to be interested in the new lesson using "start-up" or "warm-up" activities (DepEd Order No. 42, s. 2016).

**Content/Concept Development (Differentiated Instruction).** Includes questions or activities that will guide the teacher in processing the lesson. Differentiated Instruction tailors the instructions to meet learners' needs. All K to 12 teachers are encouraged to differentiate their teaching to help different kinds of learners meet the outcomes expected in each lesson. Differentiation or differentiated instruction means providing multiple learning options in the classroom so that learners of varying interests, abilities, and needs can take in the same content appropriate to their needs. According to Ravitch (2007), differentiation is an instruction that aims to "maximize its learners' growth by recognizing that learners have different ways of learning, different interests, and different ways of responding to instruction." Differentiation is one of the methods that a lesson can be taught, but there are other techniques that might be more appropriate depending on the topic and discipline. Instead of suggesting a single approach, provide options (i.e., collaborative, reflective, integrative, and inquiry-based techniques). Also, differentiated instruction can happen in different stages of the lesson (motivation, lesson presentation, assessment). It is not treated as a separate element in instructional design (DepEd Order No. 42, s. 2016). Ensure that the teaching strategies and learning activities are seamless and aligned with the competency being developed. Integration of the ICT skills and other 21<sup>st</sup> century skills shall be evident in the lesson presentation. Ensure alignment or consistency of content with the textbook. *Learning Activities appropriate to the learning area* (Processing/Questioning) *Deepening of Core Understanding / Key Concepts* (Processing/Questioning) *Application of acquired skills* (Processing/ Questioning) *Valuing when appropriate and necessary* (Processing/Questioning).

**Generalizations.** Activity that encourages learners to create based on their acquired learnings.

**Summative Assessment.** The assessment shall be given to determine whether learners have met the content and performance standards.

**Reflection (Self-Monitoring/Self-Assessment) (Processing/Questioning).** Shall be transformative and process the thoughts, ideas, and opinion made by the result of task that are based on the meditation and thorough review of the lesson.

**Remediation or Enrichment Activities (as applicable).** Shall have answer keys. The activities shall address the diverse learners.

**Performance Task (per learning area).** Shall include a learning activity or assessment that asks learners to perform and demonstrate their knowledge, understanding and proficiency. Performance tasks that yield tangible products and/or performance that serve as evidence of learning.

**Post-Assessment (per chapter).** Used to evaluate learner learning, skill acquisition, and academic achievement at the conclusion of a defined instructional period typically at the end of a project, unit, course, semester, program, or school year. In the TX and TM, summative assessments must be placed at the end of every unit or chapter. The items or questions given must be taken from the discussions made in the TX and TM and must have a minimum or maximum number of items as required by each learning area. Assessment types must be varied and must adhere to the principles and guidelines in crafting test constructions.

**Answer Key.** Shall include a precise and accurate set of answers to objective activity such as multiple-choice items, true-false items, matching items, assertion-reason items, etc. The key to correction provides a specific part of the learner's knowledge that can be answered by a single correct answer. Provide criteria/rubrics for subjective activity such as essays questions, short answers, definition, scenario question and opinion question, portfolio, etc. it also provides areas of learners' performances that are complex and qualitative, which may have more than one correct answer or more ways to express it that assess the learners.

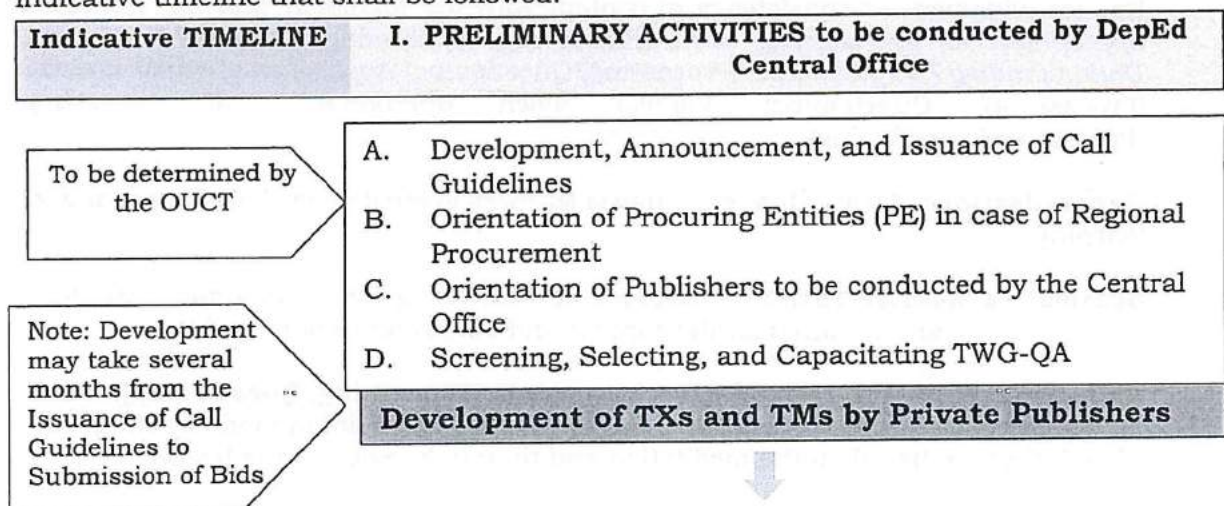
**D. Procurement and Quality Assurance**

**Procurement**

Procedures for the procurement of goods and services shall follow R.A 9184 or the Government Procurement Reform Act and its Revised Implementing Rules and Regulation (IRR).

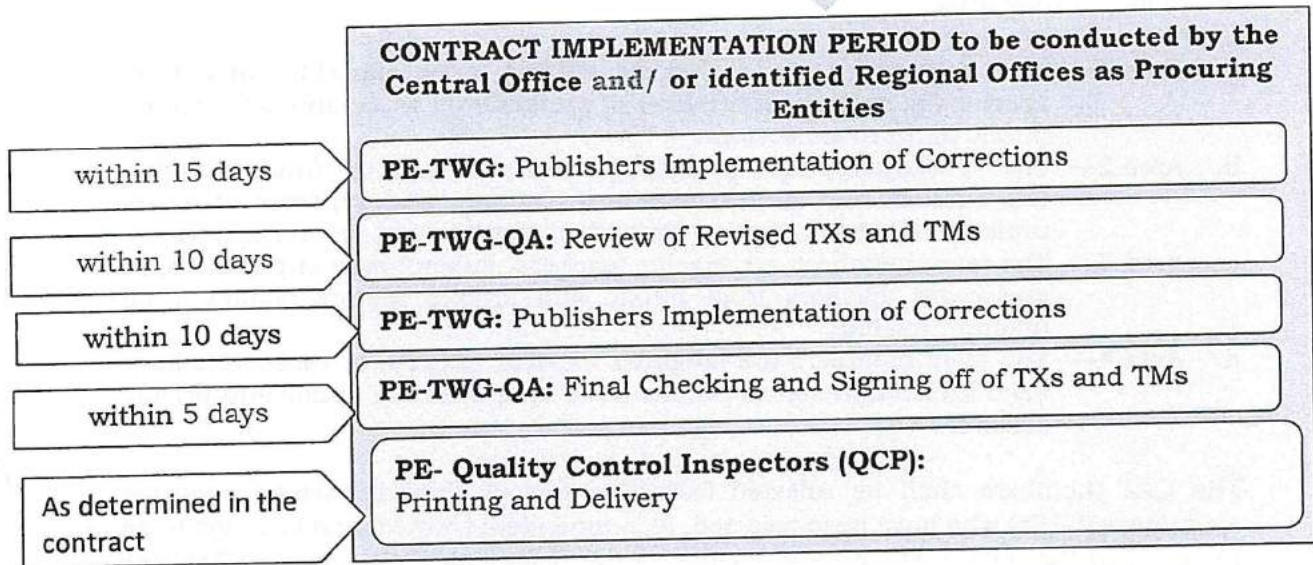
**Flowchart on the Procurement of Set(s) of TXs and TMs**

The following shows the preliminary activities and procurement process with an indicative timeline that shall be followed:





**II. PROCUREMENT ACTIVITIES to be conducted by Central and /or Regional Offices**



**Requirements**

Submission of TXs and TMs evaluation copies shall be part of the technical documents required by the Bids and Awards Committee. Technical documents include:

- Eight (8) sets of ready-to-print TXs and TMs evaluation copies printed on letter-size (8.25 inches' x 10.75 inches) copy paper and with back-to-back printing and perfect binding
- The photocopy of the Certification of Membership of the publisher and the development/writing team from the National Book Development Board
- Textbook and Teacher's Manual Curriculum Matrix inserted in the TM. The curriculum matrix for the TX and TM is for purposes of evaluation expediency to better reflect the publisher's development of content and to show how the TX and TM complement each other.

**Teams**

The Bids and Awards Committee (BAC) shall create the technical working groups (TWGs) for the content quality assurance aspect of procurement. The TWGs shall assist BAC in performing its functions.

The learning resource evaluators shall be included in the Technical Working Group (TWG) as members of the Quality Assurance Team (QAT). Each QAT is composed of six to eight (8) members, based on their learning area expertise. There shall be one (1) to two (2) members assigned for each area of evaluation.

The Quality Assurance Teams (QATs) are composed of the learning resource evaluators (LREs) who shall be assigned according to the different areas of evaluation. The following is the composition of the BAC-TWG-QA according to grade level and learning area:

- a. Area 1— The evaluators are preferably subject area experts, curriculum specialists, and representatives of professional associations from both public and private sectors.
- b. Area 2— The evaluators are preferably content experts from colleges, universities, and professional associations, and representatives of professional associations from both the public and private sectors.
- c. Area 3— The team members are master teachers, subject area supervisors, or classroom teachers from public and private sectors coming from different regions.
- d. Area 4— The team members are language experts, editors, or those who have been involved in school publications from both the public and private sectors.

The QAT members shall be selected from the pool of DepEd learning resource evaluators (LREs) who have been selected, recommended, trained, and oriented to be included in the pool. A separate guideline on the *Screening, Selecting, and Training of LREs* is issued for this matter. The guidelines include among others, the minimum qualification requirements such as educational attainment, trainings attended, and evaluation and teaching experience.

The DepEd-Central Office through the Bureau of Learning Resources (BLR) and/or the identified regional offices as procuring entities through their BAC Secretariat/ or their procurement unit/office shall identify, organize, and coordinate with the learning resource evaluators (LREs) in the following manner:

For Central Office procurement, BLR shall be assigned to coordinate with the LREs from the academe and the DepEd-Central Office specifically from the Bureau of Curriculum Development (BCD) and Bureau of Learning Delivery (BLD).

The procurement office in the regional offices shall be assigned to coordinate with the LREs from DepEd field offices.

The regional BAC shall review and approve the TWG-QA composition and issue a memorandum on the creation of the technical working group (TWG) for content quality assurance.

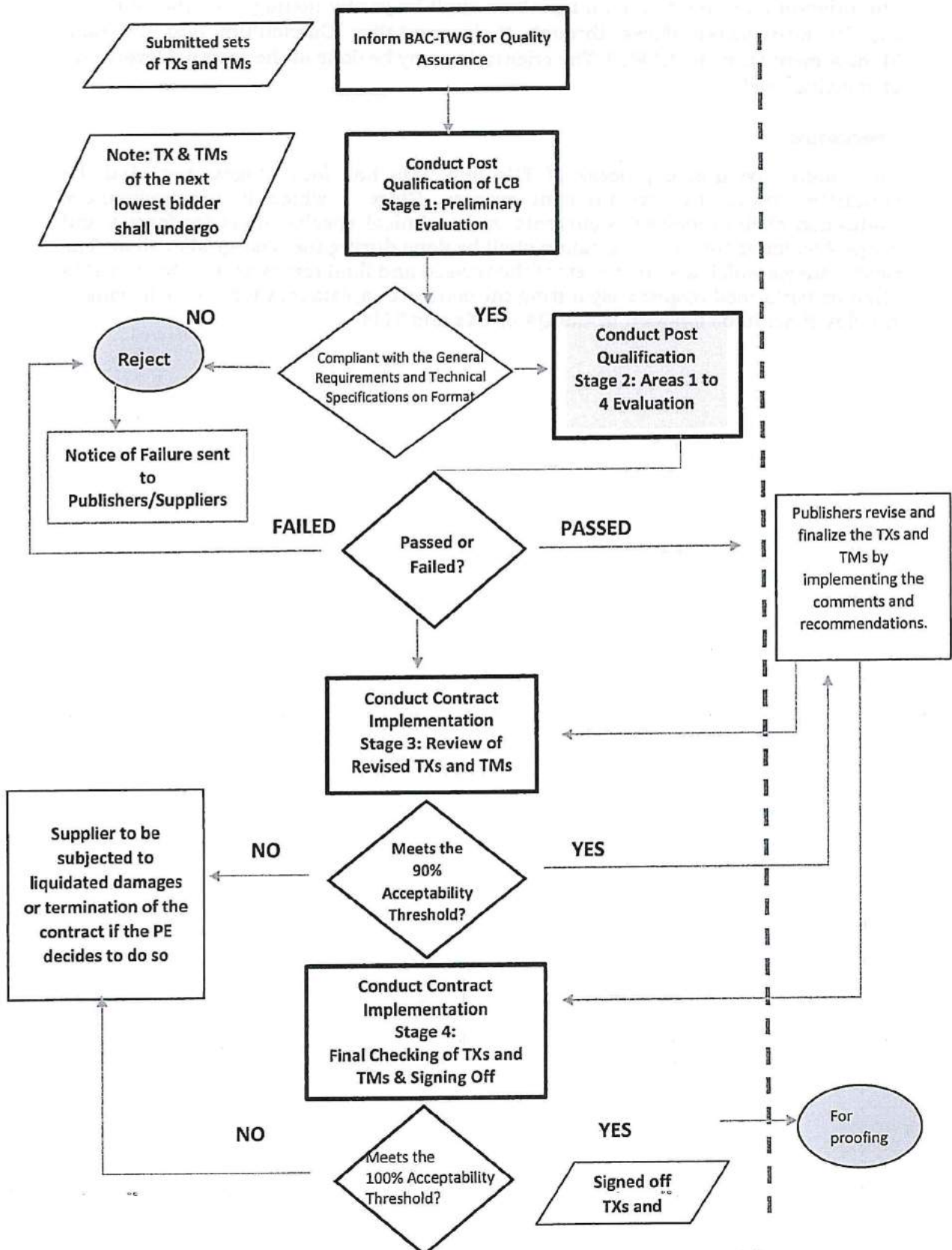
The BAC TWG-QA members must ensure that quality requirements of the content of TXs and TMs are met within the given timeline. The role of DepEd personnel assigned as a member of the BAC TWG-QA is akin to jury duty function.

The BAC TWG-QA shall use the standardized tools to evaluate, analyze, and provide comments and recommendations for the improvement of the TXs and TMs. They shall write notes in the margins of the TXs and TMs and accomplish evaluation summary reports regarding their findings.

The orientation of the QA team members shall be jointly managed by the BLR and the DepEd-regional offices through their respective Curriculum and Learning Management Division (CLMD). The orientation may be done at the national level and/or regional level.

***Procedure***

The quality assurance process of TXs and TMs has four stages that shall be conducted within the procurement process. Stage 1 which is the preliminary evaluation of the required documents and technical specifications for format and Stage 2 which is the area evaluation shall be done during the post-qualification. The next 2 stages which are the review of the revised and final review of the TXs and TMs shall be performed respectively during the contract implementation. The following is the flowchart to be followed in the QA of TXs and TMs.



Flowchart in the Quality Assurance of TXs and TMs under the Procurement Process

## **QA Stages During Post-Qualification**

### **Evaluation**

This process ensures that only quality sets of TXs and TMs are made available to public schools nationwide in accordance with R.A. 8047. DepEd is mandated to conduct an objective and timely evaluation of learning resources prior to use in public schools.

#### **Stage 1: Preliminary Evaluation (within one day)**

During the post-qualification period, the lowest calculated bidder shall submit the evaluation copies of TXs and TMs and the curriculum matrix to the BAC TWG-QA for assessment. The BAC TWG-QA will a form to check compliance. Submissions that fail to comply with the requirements and the physical/technical specifications shall not be considered for further evaluation.

This shall be done within one (1) day immediately after receiving the documents and the copies of the TXs and TMs.

#### **Stage 2: Evaluation of Areas and Mechanics (within eight days)**

The **focus of the areas of the content evaluation** process are as follows. Evaluation tools to be used shall be disseminated in a separate issuance.

Area 1: Compliance with the Curriculum Standards/Learning Competencies focuses on the coverage and sufficiency in the development of the learning competencies (LCs) for a specific grade and learning area. Development of the LCs should show horizontal and vertical articulation of content.

Area 2: Accuracy of Content focuses on the correctness and the accuracy of facts and information presented, detects plagiarism, and identifies conceptual, factual, pedagogical, grammatical, and other types of errors in the TX and TM. The horizontal and vertical articulation of content is also checked as well as social content and appropriateness to the developmental level and age of the learners.

Area 3: Suitability of Instructional Design and Presentation and Organization focuses on the instructional design and its implementation, organization of the material, and appropriateness of presentation of lessons, language, and visuals to the target users anchored on four instructional principles that learning must be *inclusive, ideational, integrative, and innovative*.

Area 4: Language Used and Readability ensures that the content is grammatically correct and language can be easily understood by the target readers.

### **Mechanics**

A workshop shall be held for the evaluation. The workshop shall be co-managed by the procurement end-user and the BAC. The four areas of evaluation shall commence after the required documents and technical specifications of the TXs and TMs passed the stage 1 evaluation.

At least one set of TX and TM is assigned to each QAT member. Copies of the curriculum guide, evaluation tools, indicators, guidelines, standards, references, and other materials shall also be provided.

**Individual Evaluation:** This shall be done independently, preferably in the workshop.

Each BAC TWG-QA member shall accomplish the following forms:

1. one (1) *Evaluation Rating Sheet* for each TX and TM where they shall assign numerical ratings based on the indicators provided; and
2. *Summary of Findings and Revisions* where the detailed comments, recommendations and revisions for the 4 areas of evaluation shall be indicated.

They shall be provided with indicators for Areas 1, 3, and 4 and Standards for the assigned learning area for Area 2 to guide them in determining the numerical rating for each criterion.

They shall write marginal notes on the TXs and TMs and prepare individual reports using the *Evaluation Rating Sheets* (ERS) and *Summary of Findings and Revisions* form.

**Team Evaluation According to Area of Evaluation:** Immediately after the individual evaluation, the evaluators shall discuss their individual findings, prepare team reports, and recommend whether or not they approved the assigned TXs and TMs.

**Team Evaluation of All Areas:** Evaluators assigned with the same sets of TXs and TMs shall perform another round of team evaluation as deemed necessary to discuss the team's findings, ensure no duplication of comments, and transfer validated findings that does not jibe with his or her area of focus to the appropriate team/s.

The *Pass-Fail Method* shall be used to approve or reject sets of TXs and TMs, allowing them to be considered for procurement if they meet the minimum rate per area of evaluation.

*If TX and TM PASSED*

The set of TX and TM passed the evaluation if in the Area 1 evaluation it developed **eighty percent (80%)** or more of the required learning competencies in the TX and TM. In Areas 2, 3, and 4 evaluations the TX and TM must get **seventy percent (70%) rating** or more to pass.

The publishers/suppliers of TXs and TMs that passed the evaluation shall be notified and receive the following:

- Team evaluation copies of TXs and TMs for Areas 1 to 4
- *Photocopy of Team Evaluation Rating Sheets*
- Photocopy of the *Summary of Findings and Revisions* for the designated area of evaluation to be accomplished by the evaluators and publishers

The suppliers/publishers shall be given time to revise their TXs and TMs based on the comments and recommendations of the QAT members. Should there be issues

with the revisions, the publisher or supplier must present justifications with valid references to be indicated in the *Summary of Findings and Revisions*.

Publishers shall be given fifteen **(15) calendar days** to revise their evaluation copies upon the receipt of the notice from BAC and the evaluated TXS and TMs. Failure to submit the complete revised set of TX and TM copies and other requirements on the deadline subject the publisher to liquidated damages in accordance with existing procurement rules and regulations.

#### *IF TX and TM FAILED*

If the set of TX and TM fails in any area of evaluation, it is considered not recommended for public school use. The publisher who submitted the sets of TXs and TMs shall receive a notice regarding the evaluation result.

Upon instructions from the BAC, the QAT members in all areas of evaluation may not be required to prepare the *Summary of Findings and Revisions* for the assigned sets of TXs and TMs with factors that did not meet the accepted percentage for passing as reflected in the accomplished evaluation rating sheet.

The QAT members shall proceed with the evaluation of the set of TXs and TMs from the bidder with the second Lowest Calculated Bidder (LCB). The evaluation may continue for succeeding sets of TXs and TMs with the next lowest calculated bids (if any) until a set of TX and TM passes the four areas of evaluation within the procurement timelines.

### **QA Stages During Contract Implementation Period**

#### ***Stage 3: Review of Revised TXs and TMs (within ten calendar days)***

The TXs and TMs that passed the stage 2 evaluation shall be returned to the publishers/suppliers for implementation of corrections.

Publishers/suppliers shall submit the following materials on the specified schedule provided by the procuring entity:

- Five (5) revised copies of the set of TXs and TMs
- Evaluated TXs and TMs team copies with marginal notes
- *Summary of Findings and Revisions* made on the TXs and TMs for Areas 1 to 4

Failure to submit the complete copies of the above materials within the prescribed period shall subject the publisher to liquidated damages in accordance with existing procurement rules. The liquidated damages shall also be applied in the next step of the process.

**Mechanics:** Copies of revised sets of TXs and TMs shall be reviewed by the same TWG for QA who performed the evaluation unless circumstances call for a different set of TWG for QA. They shall also perform individual and team review.

This step shall be completed within **ten (10)** calendar days from receipt of DepEd's revised copies of the TXs and TMs from the publishers.

In the review of the revised copies of TXs and TMs, the BAC TWG-QA per area of evaluation shall check if the Stage 2 comments, recommendations, and the identified deficiencies according to their focus of evaluation are properly, accurately, and sufficiently implemented and corrected.

The revised copies must have satisfactorily implemented **at least 90%** of the recommendations to proceed to the next step. Otherwise, the revised copies shall be considered non-compliant. Any delay in the timeline prescribed shall subject the publisher to liquidated damages in accordance with existing procurement rules. It may also be a ground for termination of the contract should the procuring entity decide to do so.

The revised TXs and TMs that will attain 100% acceptability with no further comments from the TWG-QA members shall proceed to the next step. The TWG-QA members shall immediately sign off the said TXs and TMs.

**Stage 4: Final Checking and Signing Off of TXs and TMs** (within five calendar days)

TXs and TMs that complied with at least 90% acceptability during the stage 3 review of revised shall be returned to the publishers/suppliers for implementation of corrections. They shall complete this activity within ten (10) calendar days.

Publishers/suppliers shall submit the following materials on the specified schedule provided by the same office of the procuring entity:

- Five (5) final revised copies of the set of TXs and TMs
- *Summary of Findings and Revisions* made on the TXs and TMs for Areas 1 to 4 accomplished by the publishers/suppliers

**Mechanics:** Copies of revised sets of TXs and TMs shall be reviewed by the same BAC-TWG for QA who performed the evaluation unless circumstances call for a different set of BAC-TWG QA. Only two (2) or three evaluators shall be tapped in this final stage.

In this stage, the materials shall be reviewed **within five (5)** calendar days from receipt of DepEd's final revised copies of the TXs and TMs from the publishers/suppliers.

Failure to implement **one hundred percent (100%)** of the corrections in the final set of TXs and TMs shall be considered as non-compliant. Any delay in the prescribed timeline shall subject the TXs and TMs to liquidated damages or may be a ground for termination of the contract should the procuring entity decide to do so.

The publishers/suppliers shall be notified to submit ready-to-print version of the TXs and TMs within five (5) calendar days. Failure to submit the ready-to-print TX and TM copies on the prescribed timeline shall be subjected to liquidated damages in accordance with the existing procurement rules.



### **E. Printing and Delivery**

The Awarded Supplier(s) though must ensure that two copies of the signed ready-to-print (RTP) sets of TXs and TMs must be submitted, which shall be the reference of the Inspectorate Team(s) during the pre-delivery inspection. Packaging details, allocation, delivery sites, production and delivery schedules, mode of payment, and contract completion among others shall be included in the Special Conditions of the Bidding Documents which shall be reiterated during the contract implementation conference with the Awarded Supplier.

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## **Annex 2**

Evaluation Tools (Step 1 and Step 2 -Areas 1-4)

Step 1



**CHECKLIST**  
**of REQUIREMENTS and TECHNICAL SPECIFICATIONS For**  
**FORMAT**  
**Textbooks and Teacher's Manuals**  
**for Grades 1, 4, 7, and SHS**



Title: \_\_\_\_\_ Publisher: \_\_\_\_\_

Learning Area: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Instructions: Check the completeness of the physical and the technical specifications requirements of the set of TX and TM. Determine if each requirement is present and put a check (/) mark in the "YES" column or in the "NO" column if none. Check the column NA for requirements not applicable. In the Remarks column, indicate the incomplete items (e.g., lacking 1 copy for TX, TM is not in portrait orientation, title page has no title of the TX and TM, etc.). Based on your responses, check the appropriate box below for final recommendation.

Requirements	YES	NO	NA	Remarks
The Bidder submitted the following:				
1. One (1) set or Eight (8) copies of TX				
2. One (1) set or Eight (8) copies of TM				
3. Six (6) copies of TXs and TMs Curriculum Matrix				
Technical Specifications for Format				
1. Portrait orientation in the TX and TM				
2. Size of TX and TM is "8.25" x "10.75"				
3. The TX and TM are complete with book parts as follows:				
3.1 Cover- Front and Back				
3.2 Title page				
3.3 Copyright page				
3.4 Table of Contents				
3.5 Introduction or Preface				
3.6 Glossary (Grades 1, 4 and 7 - optional; SHS - required)				
3.7 Bibliography/References				
3.8 Index (Grades 1, 4 and 7 - optional; SHS - required)				
3.9 Appendix (optional for all grade levels)				

**RECOMMENDATION:**

Important: A TX/TM received with at least one (1) missing requirement is NOT RECOMMENDED for the Stage 2 evaluation:

Based on the foregoing / above evaluation, the set of TX and TM is:

- Recommended for Stage 2 Evaluation
- NOT Recommended for Stage 2 Evaluation

(Please sign below and at the back of each page.)

I certify that this evaluation report and recommendation are my own and have been made without any undue influence from others.

Prepared by:

Evaluator: (Printed Name) \_\_\_\_\_ Signature: \_\_\_\_\_

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

*[Handwritten Signature]*



**Area 1 Indicators in Determining Development of Learning Competencies (LCs)  
in the Textbooks (TXs) and Teacher's Manuals (TMs)**



**Instruction:** Below is the list of non-negotiable and negotiable indicators that would determine whether each learning competency is sufficiently, insufficiently, and not developed in the textbook and teacher's manual. A code is assigned for each indicator in the 2nd column. Encode only the appropriate indicator code in the attached *Evaluation Rating Sheet* as you evaluate your assigned TX and TM.

<b>Area 1: Curriculum Compliance [TX]</b>		<b>Code</b>
<b>Non-negotiable</b>		
1	The learning objectives in the TX are aligned with the learning competencies.	TX-NN01
2	The learning objectives are unpacked from the learning competencies.	TX-NN02
3	The content required by the learning competencies is accurately discussed.	TX-NN03
4	The assessment is aligned with the learning competencies.	TX-NN04
5	The formative assessment is in support of the performance standards.	TX-NN05
6	The lessons are aligned with the Learning Competencies.	TX-NN06
7	The TX covers all the Curriculum Standards.	TX-NN07
<b>Negotiable</b>		
8	The learning objectives in the TX are behaviorally stated.	TX-N08
9	There are different activities that are aligned with the learning competencies per lesson.	TX-N09
10	There is an integration of concepts into real-life applications to help learners understand the relevance of the concepts.	TX-N10
11	Activities or tasks support the use of the 21 <sup>st</sup> Century Skills that allow learners to go "beyond the information given".	TX-N11
12	The content conforms to the social content guidelines (Refer to the <i>DepEd Social Content Guidelines</i> ).	TX-N12
	12.1 The content integrates other learning areas, and government thrusts like the Sustainable Development Goals, universal themes, and world/regional issues to promote diversity, inclusivity, and global understanding.	TX-N13
	12.2 The content are free from any form of bias (gender, ethnic, religious, sectarian, geographical, cultural, occupational, disability, exceptionality biases) and make use of inclusive examples.	TX-N14
<b>Area 1: Curriculum Compliance [TM]</b>		
<b>Non-negotiable</b>		
1	Learning objectives in the TM are aligned with the learning competencies.	TM-NN01
2	The learning objectives are unpacked from the learning competencies.	TM-NN02
3	The content required by the learning competencies is accurately discussed.	TM-NN03
4	The assessment is aligned with the learning competencies.	TM-NN04
5	The formative assessment is in support of the performance standards.	TM-NN05
6	The TM provides rubrics to assess the performance tasks.	TM-NN06
7	The summative assessment is aligned with the content standards.	TM-NN07
8	The TM provides exact answer keys for objective types and possible answers for non-objective types.	TM-NN08
9	The content in the TM complement the TX. (Educative Material/Innovative Section of TM).	TM-NN09
10	Lessons are aligned with the learning competencies.	TM-NN10
11	The TM covers all the curriculum standards.	TM-NN11
<b>Negotiable</b>		
12	Learning objectives in the TM are behaviorally stated.	TM-N12
13	The TM provides a review of prerequisite skills where needed.	TM-N13
14	There are different activities in addition to the three (3) activities in the TX which are aligned to the learning competencies if needed.	TM-N14
15	Activities or tasks support the use of the 21 <sup>st</sup> Century Skills that allow learners to go "beyond the information given"	TM-N15
16	There is an integration of concepts into real-life applications to help learners understand the relevance of the concepts.	TM-N16
17	There is a provision for additional or alternative references for enrichment or remediation in the TM.	TM-N17
18	The activities of the lessons are sufficient according to the prescribed time allotment in the Curriculum Guides.	TM-N18

### **Operational Definition**

1. Sufficiently Developed (SD)

The learning competency is sufficiently developed when it meets all the indicators in the TX and TM.

2. Insufficiently Developed (ID)

The learning competency is insufficiently developed when it meets all the non-negotiable indicators. However, it does not satisfy one (1) or all of the negotiable indicators in the TX and TM.

3. Not Developed (ND)

The learning competency is not developed when it does not meet any of the non-negotiable indicators in the TX and TM.

The learning competency is not included in the lesson.





**Evaluation Rating Sheet**  
**Area 2 : Content Accuracy**



**Title:** \_\_\_\_\_  
**Learning Area:** \_\_\_\_\_

**Publisher:** \_\_\_\_\_  
**Grade Level:** \_\_\_\_\_

**Instructions:**

- 1 Carefully read the set of TX and TM page by page check for any error in the material.
- 2 In **columns 1 and 5**, number each error chronologically, starting in number 1 for both TX and TM.
- 3 In **columns 2 and 6**, write the page number and paragraph or line number where each error was found. Classify the error as major or minor based on the *Standards in Area 2 Content Evaluation of TXs and TMs*.
- 4 In **columns 3 and 7**, encode/write "1" for each major error. Include each major error in a row for easy and accurate computation of the points encoded. Insert additional rows in the middle of the table to include all the errors identified.
- 5 In **columns 4 and 8**, put a check (/) mark for every minor error identified.
- 6 After all errors have been encoded, get the total of all major errors then indicate the rate for TX and TM based on the indicator provided. Minor errors and other comments are not added but must be included in the *Summary of Findings, Recommendations, and Revisions* form.
- 7 Provide recommendation based on the important notes provided.

TX				TM			
(1) No.	(2) Page/Lesson/Paragraph/ Line Number/s	Errors Found		(5) No.	(6) Page/Lesson/Paragraph/ Line Number/s	Errors Found	
		(3) Major	(4) Minor			(7) Major	(8) Minor
<b>Total No. of Errors</b>		0		<b>Total No. of Errors</b>		0	
<b>Rate</b>				<b>Rate</b>			

**Other Comments:**

**Indicators:**

Using the following six-point scale, rate the overall content of the TX and TM. Only the major errors are counted and rated.

- 6 – contains 5 major errors or less
- 5 – contains 6 to 10 major errors
- 4 – contains 11 to 15 major errors

- 3 – contains 16 to 20 major errors
- 2 – contains 21 to 25 major errors
- 1 – contains 26 or more major errors

**IMPORTANT:**

Perfect Total Rate		Assigned Percentage
TX	6	70%
TM	6	30%

**Computation:**

	Rate	Perfect Rate	Assigned Percentage	Total Percentage
TX		6	70	
TM		6	30	
<b>Total Percentage</b>				0%

**RECOMMENDATION:**

**Important :** A TX and TM receiving a score equal to or less than **70%** is considered **FAILED** in Area 2 evaluation.

in this area of evaluation:

Based on the foregoing / above evaluation, the set of TX and TM is 0%

	<b>PASSED</b>
	<b>FAILED</b>

(Please sign below and at the back of each page.)

I certify that this evaluation report and recommendation are my own and have been made without any undue influence from others.

Evaluator/s:

Printed Name

Signature:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Accomplished:

\_\_\_\_\_





**Evaluation Rating Sheet for Textbooks (TXs) and Teacher's Manuals (TMs)  
Area 3 Evaluation: Instructional Design and Organization of Materials**



**Instructions:**

- 1 Carefully read the set of TX and TM page by page to determine the appropriateness of the instructional design, presentation, and organization of the materials.
- 2 On the table header encode the total number of lessons developed in the TX and TM.
- 3 Evaluate compliance of each lesson based on the indicators included in the **2nd column**. Count the number of lessons with discrepancies then encode this total number in the **3rd column**.
- 4 In **column 4**, the total number of lessons without error shall be immediately computed for you. The number shall automatically appear since the formula is already embedded in this rating sheet.
- 5 The percentage of the number of lessons compliant shall immediately appear in **column 5** since the formula is already placed in the matrix.
- 6 In the last or **6th column**, indicate the specific type of material (TX or TM), lesson, page, paragraph, and line numbers that are NOT compliant with the indicators. These findings shall be copied in the *Summary of Findings, and Revisions form*. Please number each finding for easy counting of the total errors to be included in the SFRs.

<i>Total Number of Lessons:</i>		<b>28</b>			<i>Page/Lesson/Line Numbers of Non-Compliant Lessons</i>
<i>Indicators</i>	<i>Number of Lessons Not Compliant with Indicator/s</i>	<i>Number of Lessons Compliant with Indicator</i>	<i>Percentage</i>		
1	Introduction is clearly stated, establishes the purpose of the lesson, and may serve either as an activation of learners' prior knowledge or as a review of the previous lesson.		28	100.00	
2	Learning objectives is written in the perspective of the learner to articulate what learners must know, can do, and should accomplish towards the end of the lesson.		28	100.00	
3	Appropriate motivational strategy is utilized in the lesson for learners to engage and explore in connection with the main discussion.		28	100.00	
4	Lessons support the development of higher cognitive and 21st century skills.		28	100.00	
5	Lessons cultivate empathy, positive values, and attitudes in the learners.		28	100.00	

1-5

6	Lessons allow development of socio-emotional skills such as striving for excellence, accepting responsibility, working harmoniously with others, and conflict resolution.		28	100.00	
7	Lessons integrate other learning areas and government thrusts like the Sustainable Development Goals, universal themes and world/regional issues to promote diversity, human rights, inclusivity and global understanding among others.		28	100.00	
8	Lessons are free from any form of bias (gender, ethnic, religious, sectarian, geographical, cultural, occupational, disability, exceptionality biases among others) and make use of inclusive examples.		28	100.00	
9	Discussions are clear, correct, and coherent for teaching and learning.		28	100.00	
10	Discussions cover different contexts that are relatable, familiar, and relevant to the learners' experiences.		28	100.00	
11	Discussions are well-developed with relevant, sufficient, and quality examples.		28	100.00	
12	Discussions are engaging and intellectually stimulating that challenge learners to probe, justify, problem-solve, apply, synthesize, or create new knowledge.		28	100.00	
13	Discussions deepen learners' understanding and provide opportunity for processing of information.		28	100.00	

2-5

14	Activities and tasks allow for learners to be active participants in the learning process and encourage exchange of feedback (i.e., teacher-learner, learner-learner, and learner-teacher).		28	100.00	
15	Activities or questions encourage learners to communicate original ideas and express insights and perspectives.		28	100.00	
16	Activities provide varied and authentic opportunities for learners to practice, apply, and transfer the knowledge, skills, abilities, and attitudes in meaningful contexts.		28	100.00	
17	Activities use variety of strategies and techniques that address individual differences, learning styles, and preferences to help learners practice, reinforce, and achieve mastery of learning.		28	100.00	
18	Activities encourage learners for practical applications of concepts and skills in real-life contexts.		28	100.00	
19	Activities allow learners to synthesize and make a generalization of the lesson.		28	100.00	
20	Activities/questions are provided for learners to reflect their learning and do self-improvement.		28	100.00	
21	Sound assessment principles are observed, in accordance with Enclosure 2 of DO 31, s. 2020, with corresponding rubrics (if applicable).		28	100.00	

3-5

22	Extended tasks (remediation and enrichment) are designed to help learners transfer their knowledge or skills gained in the lesson in a meaningful context.		28	100.00	
23	Relevant visuals (illustrations, photographs, maps, charts, etc.) are provided to reinforce learners' understanding of the lessons/activities.		28	100.00	
24	Visuals (i.e., illustrations, diagrams, pictures, maps, graphs, tables, etc.) promote positive values and are free from any form of bias (gender, ethnic, religious, sectarian, geographical, cultural, occupational, disability, exceptionality biases among others).		28	100.00	
25	Appropriate pedagogical approach and methods as indicated in the curriculum are evident in the flow of discussion, questions, activities, and assessments in every lesson.		28	100.00	
26	The unit/chapter is logically developed in relation to the Content and Performance standards (e.g., simple to complex, observable to abstract, or vice-versa).		28	100.00	
27	Units and/or chapters contain useful introductions, reviews, summaries, and other devices that facilitate smooth progression from one lesson to another.		28	100.00	
28	Discussions, activities, and assessments structured and designed to attain the learning competency.		28	100.00	

4-5

29	Varied learning tasks or questions are presented to develop higher level thinking skills.		28	100.00	
30	Topic development, discussion, questions, examples, and activities reflect the intention of the general indicators prescribed in the instructional design framework.		28	100.00	
				100.00	

**Other Comments**

**RECOMMENDATION:**

**Important:** The total percentage must be greater than or equal to seventy percent (70%) for the TX and TM to pass the evaluation.

Based on the foregoing, the set of TX and TM has 100.00 percent in the evaluation:

Passed

Failed

(Please sign below and at the back of each page.)

I / We certify that this evaluation report and recommendations are my / our own and have been made without any undue influence from others.

Evaluator(s):

Signature(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Accomplished:

\_\_\_\_\_

5-5



Evaluation Rating Sheet  
Area 4 : Language and Readability



Title: \_\_\_\_\_  
Learning Area: \_\_\_\_\_

Publisher: \_\_\_\_\_  
Grade Level: \_\_\_\_\_

**INSTRUCTIONS:**

- 1 Examine carefully the set of TX and TM for compliance to language standards. Refer to the attached list of Indicators /classifications and the guide questions for Area 4.
- 2 In column 1 for TX and column 8 for TM, list the lesson number/s and the specific page/s of all identified language errors.
- 3 Determine the classification of each error by indicating "1" in the appropriate columns for TX and TM.
- 4 Encode each error in a row. Insert rows at the middle of the table if these are not enough for all the findings.
- 5 Add all the identified language errors in each classification and write the total number of errors in the space provided found at the bottom of the classification column.
- 6 Indicate the equivalent rate for each classification where 5 is the highest and 1 is the lowest rate, refer to the *Equivalent Rate of Total Errors per Classification*.
- 7 To compute for the weighted rate for each classification, use the following formula:  
(Equivalent Rate of Total Errors) / 5 x Assigned Weight for the Classification
- 8 Add the weighted rates of the 7 classifications to get the overall rate.
- 9 Briefly explain the discrepancies found and provide recommendations to correct these errors in the attached *Summary of Findings and Recommendations*.
- 10 To PASS in this area of evaluation, the set of TX and TM must have a total percentage of greater than or equal to seventy percent (70%).

Page/Lesson/ Paragraph/ Line Number/s	TEXTBOOK							Page/Lesson/ Paragraph/ Line Number/s	TEACHER'S MANUAL						
	Classification								Classification						
	A	B	C	D	E	F	A		B	C	D	E	F		
	Coherence and Clarity of Thought (20%)	Grammar and Syntax (20%)	Spelling and Punctuation (10%)	Consistency in Style (15%)	Readability of the Material (20%)	Compliance with the Social Content Guidelines (15%)		Coherence and Clarity of Thought (20%)	Grammar and Syntax (20%)	Spelling and Punctuation (10%)	Consistency in Style (15%)	Readability of the Material (20%)	Compliance with the Social Content Guidelines (15%)		
<b>Total No. of Errors</b>	0	0	0	0	0	0		0	0	0	0	0	0	0	
<b>Rate °</b>	5	5	5	5	5	5		5	5	5	5	5	5	5	
<b>Total Points</b>	30								30						

Other Comments:

**Equivalent Rate of Total Errors per Classification**

Rating	Total Errors	Rating	Total Errors
5 -	0 to 10 errors	2 -	31 to 40 errors
4 -	11 to 20 errors	1 -	41 or more errors
3 -	21 to 30 errors		

TX				TM					
Classification	Equivalent Rate of Total Errors	Perfect Score	Assigned Weight of the Classification	Weighted Rate	Classification	Equivalent Rate of Total Errors	Perfect Score	Assigned Weight of the Classification	Weighted Rate
A	5	/	5	20	A	5	/	5	20
B	5	/	5	20	B	5	/	5	20
C	5	/	5	10	C	5	/	5	10
D	5	/	5	15	D	5	/	5	15
E	5	/	5	20	E	5	/	5	20
F	5	/	5	15	F	5	/	5	15
Total Overall Weighted Rate:				100	Total Overall Weighted Rate:				100

Assigned Percentage for TX - 70%  
Assigned Percentage for TM - 30%

Percentage of TX	70
Percentage of TM	30
<b>Total Percentage of TX and TM is</b>	<b>100</b>

**RECOMMENDATION:**

Important: The total rating must be greater than or equal to seventy percent (70%) for the TX and TM to pass in the Area 4 evaluation.

Based on the foregoing, the set of TX and TM has \_\_\_\_\_ the evaluation:

**Passed**  
 **Failed**

(Please sign below and at the back of each page.)

I / We certify that this evaluation report and recommendation are my / our own and have been made without any undue influence from others.

Evaluator(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

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



**A. Coherence and Clarity of Thought**

- 1 Do the statements / phrases make sense?
- 2 Do the sentences in the paragraph contribute to one idea?
- 3 Are the thoughts / ideas logically sequenced?
- 4 Are conjunctions and transitional phrases used to link sentences or paragraphs?
- 5 Is the choice of words / expressions appropriate?
- 6 Are the sentences too long or complex?
- 7 Are the headings or titles appropriate to the content?
- 8 Is there proportional or equal treatment of topics of the same importance?

**B. Grammar and Syntax**

Is the set of SLM has the following:

- 1 Agreement between subject and verb
- 2 Misplaced modifiers
- 3 Unclear antecedents
- 4 Faulty parallel construction
- 5 Split infinitives
- 6 Overuse of certain words
- 7 Redundancies

**C. Spelling and Punctuation**

- 1 Are words, whether local or foreign, correctly spelled?
- 2 Are the right punctuations in the right places?
- 3 Is the use of the serial comma (comma before and and or) observed?

**D. Consistency in Style**

- 1 Where alternative spellings are permitted, was a choice made and used consistently throughout the materials?
- 2 Are main heads, subheads, sections, and subsections consistently classified?
- 3 Is the need for the same tense or person observed?
- 4 Are the rules on capitalization, hyphenation, setting off in italics or boldface followed?
- 5 Is there consistence in phraseology of titles, presentation, or introduction of new chapters or units?

**E. Readability of the Material**

- 1 Vocabulary level is suitable to the target users. (You may apply the Fry readability formula to determine if the material written in English is suitable for the grade level.)
- 2 Length of sentences is suitable to the target user. (You may apply the Fry readability formula to determine if the material written in English is suitable for the grade level.)
- 3 Sentences and paragraph structures are appropriate, varied, and interesting to the target users.
- 4 There is logical and smooth flow of ideas and activities: a. within a lesson. b. from lesson to lesson.
- 5 There is consistently good use of transition devices to focus on the main topics and signal a change of topic.
- 6 Lessons, instructions, exercises, questions, and / or activities are clear to the target user.

**F. Compliance with the Social Content Guidelines**

- 1 Language uses gender-neutral (i.e., English plural - they) and gender-inclusive language (i.e., English singular - he or she).
- 2 Language does not use sex-role stereotyping or sexist language/term. (c.g., fisherman- fisherfolk, policeman- police officer, chairman- chairperson, fireman- firefighter, etc.)
- 3 Terms used are politically correct. ( c.g., short person-vertically challenged, poor- economically marginalized, terrorist- freedom fighter, broken home- dysfunctional family, fat - metabolic overachiever, slum area- economically deprvied area, Intsik- Tsino, etc.)





Indicate the Area of Evaluation: \_\_\_\_\_ Publisher: \_\_\_\_\_  
 Title: \_\_\_\_\_ Grade Level: \_\_\_\_\_  
 Learning Area: \_\_\_\_\_

**Instructions:**

- 1 Copy or encode all the findings indicated in the evaluation rating sheet. In column 1, arrange the findings chronologically according to the pages where these are found. Start with the findings in the TX then the TM. If the available rows in the table are not enough for your findings, insert additional rows in the middle to avoid affecting the formula placed at the bottom of the table.
- 2 In column 2, copy and paste the page/lesson/paragraph/line numbers of errors found in the TX and TM. Place only one error in each row for accurate computation of the total errors.
- 3 In column 3, explain briefly and specifically each discrepancy found.
- 4 In column 4, provide a specific recommendation or correction for each error.
- 5 In column 5, encode "1" for each error found both for major and minor errors. Since, the table has a formula, the total number of errors will immediately add all the errors indicated in this *Summary of Findings, Revisions, and Recommendations*.
- 6 Your findings will be merged with the other areas of evaluation. In column 6, identify your focus of evaluation by following these symbols/legend: LC for Area 1, C for Area 2, ID for Area 3, and L for Area 4.

Evaluators Comments (1st Evaluation)				(To be filled out by the Development Team)			Evaluators Remarks (Review of Revised)		
No.	Page /Lesson/Paragraph/ Line Number/s	Brief Description of Error/s Found	Recommended Correction/Revision/Remarks	Indicate "1" /Encode /Encode	Area of Evaluation	New Page/Lesson/Paragraph/ Line Number/s (if Applicable)	Revisions Made or Justifications for Comments NOT Implemented	Put a check mark (/) for REVISIONS ACCEPTED or Recommendations/Corrections provided for the Revisions or Justifications NOT ACCEPTED	Indicate/Encode "1" for every accepted revision
1					LC				
2									
3									
<b>Other Comments</b>									
4									
5									
6									
7									
<b>Sub-Total</b>						<b>0</b>			

I/We certify that this evaluation report and recommendations are my/our own and have been made without any undue influence from others.

Evaluator(s): \_\_\_\_\_ Signature(s): \_\_\_\_\_

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

Curriculum Matrix

Key Stage Standards: (From the Deped Curriculum Guide)
Grade Level Standards: (From the Deped Curriculum Guide)

**First Quarter** \_\_\_\_\_ number of days

Quarter/C hapter Unit/Less on No.	Content Standards	Performance Standards	K12 Learning Competenc ies	Essential Questions	Enduring Understan ding	Teaching / Learning Methodolog y	Assessmen t Type/s	Value Integration (when applicable)	TX Page/s	TM Page/s
1										
2										
3										
4										

**Second Quarter** \_\_\_\_\_ number of days

Quarter/C hapter Unit/Less on No.	Content Standards	Performance Standards	K12 Learning Competenc ies	Essential Questions	Enduring Understan ding	Teaching / Learning Methodolog y	Assessmen t Type/s	Value Integration (when applicable)	TX Page/s	TM Page/s
1										
2										
3										
4										

**Third Quarter**

\_\_\_\_\_ number of days

Quarter/Chapter Unit/Lesson No.	Content Standards	Performance Standards	K12 Learning Competencies	Essential Questions	Enduring Understanding	Teaching / Learning Methodology	Assessment Type/s	Value Integration (when applicable)	TX Page/s	TM Page/s
1										
2										
3										
4										

**Fourth Quarter**

\_\_\_\_\_ number of days

Quarter/Chapter Unit/Lesson No.	Content Standards	Performance Standards	K12 Learning Competencies	Essential Questions	Enduring Understanding	Teaching / Learning Methodology	Assessment Type/s	Value Integration (when applicable)	TX Page/s	TM Page/s
1										
2										
3										
4										

Prepared by (Printed over Signature): \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_ Publishing Co.

Approved by: \_\_\_\_\_

Designation: \_\_\_\_\_

## **Annex 3**

Procurement Updates on TXs and TMs

**A. Grade 1 Textbooks (Learning Areas and Minimum Number of Pages)**

Learning Level	Learning Area	Language to be Used	Minimum Number of Pages
Grade 1	Makabansa	Bikol	256 pp
	GMRC		
	Language		
	Reading and Literacy		

*NOTE: The number of pages of TXs and TMs may exceed the minimum number of pages. However, the increase must be divisible by 16 for production purposes. For budget purposes, the Procuring Entity shall only account for the minimum number of pages.*

**B. Grade 1 Teacher's Manual (Learning Areas and Minimum Number of Pages)**

Learning Level	Learning Area	Language to be Used	Minimum Number of Pages
Grade 1	Makabansa	Tagalog/Filipino	200 pp
	GMRC		
	Language	English/Filipino	
	Reading and Literacy		

**NOTE:** The number of pages of TXs and TMs may exceed the minimum number of pages. However, the increase must be divisible by 16 for production purposes. For budget purposes, the Procuring Entity shall only account for the minimum number of pages.

# MINIMUM TECHNICAL SPECIFICATIONS

## GRADE 1 TXs and TMs

BOOK SIZE	PAPER REQUIREMENT		COLORS		BINDING
	COVER	INSIDE PAGES	COVER	INSIDE PAGES	
8.25" x 10.75"	Foldcote caliper 12, solid white 236 gsm or better	Uncoated text paper or better Basis weight: 70 gsm with - 3% tolerance Opacity: 90% with -3% tolerance Brightness: 80% with -3% tolerance	4/1 color With 1 Side UV coating or better	1/1 color	Perfect Binding

8-3

# **Annex 4**

DepEd Order No. 25 s. 2023





Republic of the Philippines  
**Department of Education**

SEP 19 2023

DepEd ORDER  
No. **025**, s. 2023

**GUIDELINES ON THE PROCUREMENT AND QUALITY ASSURANCE  
OF TEXTBOOKS AND TEACHER'S MANUALS**

To: Undersecretaries  
Assistant Secretaries  
Minister, Basic, Higher and Technical Education, BARMM  
Bureau and Service Directors  
Regional Directors  
Schools Division Superintendents  
Public Elementary and Secondary School Heads  
All Others Concerned

1. The Department of Education (DepEd) is mandated to formulate policies, standards, and guidelines on the procurement of learning resources including their design, development, quality assurance, production, utilization, and equitable distribution across all governance levels of the Department. Thus, DepEd adopts the enclosed **Guidelines on the Procurement and Quality Assurance of Textbooks (TXs) and Teacher's Manuals (TMs)**.

2. In implementing this policy, DepEd procurement from private publishers or suppliers shall be governed by Republic Act (RA) No. 9184 or the Government Procurement Reform Act, RA 8047 or the Book Publishing Industry Development Act, and other relevant laws, inclusive of their respective implementing rules and regulations and related issuances of the government or its entities. This policy aims to set standards in the procurement of set(s) of TXs and TMs as primary learning resources to be used by the teachers and learners in public schools.

3. All Orders and other related issuances, rules and regulations, and provisions that are inconsistent with these guidelines are repealed, rescinded, or modified accordingly.

4. This DepEd Order shall take effect immediately upon its approval. Certified copies of this Order shall be registered with the Office of the National Administrative Register (ONAR) at the University of the Philippines Law Center (UP LC), UP Diliman, Quezon City.

5. For more information regarding this policy, please contact:

On Procurement concerns:


- **Office of the Undersecretary for Procurement**  
Email Address: [oupro@deped.gov.ph](mailto:oupro@deped.gov.ph)  
Telephone Number: (02) 8633-7224

On Preliminary activities and quality assurance concerns:

- **Bureau of Learning Resources-Quality Assurance Division**

Email Address: [blr.lrqad@deped.gov.ph](mailto:blr.lrqad@deped.gov.ph)  
Telephone Numbers: (02) 8634-1054 or 8631-9294

6. Immediate dissemination of and strict compliance with this Order is directed.

  
**SARA Z. DUTERTE**  
Vice President of the Republic of the Philippines  
Secretary of the Department of Education

MAH-SARAY  
2023-08-14 (10:10)  
[Signature]

Encl.  
As stated



References:  
DepEd Order No. 49, s. 2012  
DepEd Memorandum No. 289, s. 2004

To be indicated in the Perpetual Index  
under the following subjects:

LEARNING RESOURCES  
MANUALS  
POLICY  
PROCEDURE  
PROCUREMENT  
RULES AND REGULATIONS  
SCHOOLS  
TEXTBOOKS



## GUIDELINES ON THE PROCUREMENT AND QUALITY ASSURANCE OF TEXTBOOKS AND TEACHER'S MANUALS

### I. Rationale

The Department of Education (DepEd), by virtue of Republic Act (RA) No. 9155 or the *Governance of Basic Education Act of 2001*, has authority, accountability, and responsibility for ensuring access to, promoting equity in, and improving the quality of basic education.

Hence, the State must ensure the provision of quality textbooks (TXs) to all learners and teacher's manuals (TMs) to teachers. To fulfill this mandate, DepEd is expected to set standards in the provision and selection of quality textbooks.

The provision of quality textbooks has long been recognized. In 1982, the Philippine government established the Instructional Materials Corporation (IMC) which institutionalized the nation's Textbook Project for basic education. Concurrently, a Textbook Council was created, which later evolved into Instructional Material Council (IMC) in 1985. The IM Corporation, which is the implementing arm of the IM Council, became an attached agency to the then Department of Education Culture, and Sports (DECS) in 1987. In 1991 this agency was renamed the Instructional Materials Development Center (IMDC). In 1993, the functions of the IM Council were redefined, and it became the primary policy-making body on textbooks and other instructional materials for use in public schools. When Republic Act No. 8047 or the *Book Publishing Industry Development Act* was passed into law in 1995, the IMDC was abolished and its functions were transferred to the National Book Development Board (NBDB).

In 2010, the Government Procurement Policy Board (GPBB) through Resolution No. 01-2010, approved Volume 5 or the DepEd Customized Agency Procurement Manual (CAPM) for the Procurement of Manuscripts for TXs and TMs, which aimed to address the peculiarities in procuring TXs and TMs that are compliant with the minimum learning competencies and curriculum guides of the Department.

The bidding procedures under Volume 5 allowed DepEd to award a contract to the winning bidders (publishers or authors) with the highest rated and responsive bid which developed the TXs and TMs manuscripts and consequently passed the content evaluation process embodied in Volume 5. This resulted in the adoption of a single title for sets of TXs and TMs for every learning area and grade level for use in the public schools nationwide. As a condition under the contract, the publishers/ authors shall grant DepEd the copyright authorization to print the sets of TXs and TMs. This means that the production, printing, and delivery of the sets of TXs and TMs are subjected to a subsequent bidding process using Competitive Bidding for Goods and Services.

The rudiments of public bidding, both for the manuscripts and the printing of TXs and TMs led to delays in providing these crucial resources to our learners and teachers.

Aside from these challenges, failures of bidding also occurred resulting to the scarcity and non-availability of TXs and TMs for use by learners and teachers in public schools.

Thus, in 2020, a technical working group composed of third-level officials at DepEd embarked on reviewing and crafting a new procurement guide for the provision of TXs and TMs aside from Volume 5. Subsequently, in 2020, 2021, and 2022, the newly crafted guideline was subjected to a series of consultations with various stakeholders, including the officers from GPBB and NBDB, private publishers and suppliers, and DepEd field personnel (e.g., learning resource supervisors, public school teachers, division school superintendents, regional directors, etc.). The same was routed for further review by the DepEd Executive Committee as well as by several bureaus and offices, such as the Bureau of Curriculum Development (BCD), the Bureau of Learning Delivery (BLD), the Procurement Management Service (ProcMs), and the Legal and Legislative Affairs Office. Consequently, these revised guidelines were developed; the revisions included, among others, the following: the evaluation of TXs and TMs be embedded in the procurement process; implement a single or bundled procurement for supply and printing and delivery; and centralized or regional implementation.

Hence, DepEd adopts these guidelines to direct its implementers and prospective publishers-bidders in the conduct of procurement to guarantee adequacy, quality, and timely availability of the TXs and TMs in compliance, adherence, and fulfillment of educational goals as contained in the Basic Educational Development Plan (BEDP) and other similar issuances.

## **II. Scope of the Policy**

This DepEd Order establishes the guidelines for the procurement of supply, printing and delivery, and the quality assurance of textbooks and teacher's manuals to be used in public schools in accordance with R.A. 9184 or the Government Procurement Reform Act and its Revised Implementing Rules and Regulations (IRR). The standards and procedures stipulated herein shall guide the officials and personnel at the DepEd Central, Regional, Schools Division Offices, and all public schools in the provision of quality learning materials needed to implement the approved curriculum.

This policy also includes standards and mechanisms that shall direct the publishers, suppliers, and other stakeholders in the private publishing and printing industry in the development, improvement, and delivery of TXs and TMs, specifically those who shall participate in the DepEd invitation for Procurement of TXs and TMs.

## **III. Definition of Terms**

For the purpose of this DepEd Order, the following terms are defined:

1. **Announcement for Procurement of TXs and TMs** is a notice or information from DepEd to the public of its prospective procurement of set(s) of TXs and TMs, and to the publishing industry stakeholders to

develop such TXs and TMs based on provided development standards towards said procurement.<sup>1</sup>

2. **BAC-Technical Working Group (TWG)** is a group created by the BAC from a pool of technical, financial, and/or legal experts to assist in the following:
  - i. Review of the Technical Specifications, Scope of Work, and Terms of Reference;
  - ii. Review of Bidding Documents;
  - iii. Eligibility Screening;
  - iv. Shortlisting of Consultants;
  - v. Eligibility Screening;
  - vi. Evaluation of Bids;
  - vii. Post-Qualification; and
  - viii. Resolution of Request for Consideration.<sup>2</sup>

Among the technical experts of the BAC TWG for evaluation of TXs and TMs are the learning resource evaluators who shall be collectively termed as BAC-TWG for Quality Assurance (QA).

3. **BAC-TWG for Quality Assurance** is a team of learning resource evaluators (LREs) tasked to quality assure (i.e., evaluate, review the revised, and final review) the content of the assigned TX and TM for a specific grade level and learning area.
4. **Book Publisher** is a person or entity engaged in financing the manufacture of books.<sup>3</sup>
5. **Curriculum Guide** is a document that provides the key stage standards, grade level standards, content standards, performance standards, and learning competencies for a specific learning area and grade level.
6. **Development Team** is a group of persons such as authors, editors, (language, content, conceptual), instructional designers, educational technologists, subject matter experts, layout artists, illustrators, etc., assigned by the publisher to develop a particular title.

Development pertains to a set of processes and procedures to prepare a title for publication.

7. **Guidelines in the Development and Quality Assurance of TXs and TMs<sup>4</sup>** is a document that prescribes the physical and technical requirements and standards for TXs and TMs, as well as the specific requirements and detailed procedures in the quality assurance and distribution of TXs and TMs that shall be submitted during procurement.<sup>5</sup>

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<sup>1</sup> The development standards include the current curriculum standards, instructional design standards, and physical and technical standards necessary to guide the publishers in the development of the TXs and TMs. These are included in the guidelines in the development and quality assurance of TXs and TMs.

<sup>2</sup> R.A. 9184 IRR, Rule 5, Section 12.1, Functions of the BAC

<sup>3</sup> R.A. 8047, Rule 1, Section 1.f., Implementing Rules and Regulations (IRR), Rules and Regulations on Online Registration and Accreditation by the National Book Development Board (NBDB) of Persons and Enterprises Engaged in Book Publishing and Its Related Activities

<sup>4</sup> Hereafter, "Guidelines."

<sup>5</sup> The guidelines in the development and quality assurance of TXs and TMs shall be released to the participating publishers and suppliers and to the regional offices identified as procuring entities during the DepEd Invitation

8. **Procurement** refers to the acquisition of goods, consulting services, and contracting for infrastructure projects by the Procuring Entity. In case of projects involving mixed procurements, the nature of the procurement, i.e., Goods, Infrastructure Projects, or Consulting Services, shall be determined based on the primary purpose of the contract.

For purposes of this Guidelines, procurement of goods, as provided by R.A. 9184 and its Revised IRR, shall include the supply and delivery of TXs and TMs.

9. **Procuring Entity** refers to any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the GoP (NGA) including GOCC, GPI, SUC, and LGU procuring goods, infrastructure projects and consulting services.

For purposes of this Guidelines, Procuring Entity shall refer to the office duly authorized by the DepEd to procure the sets of TXs and TMs.

10. **Quality Assurance** is the process of evaluation, review, and final checking of sets of TXs and TMs in accordance with the prescribed DepEd standards.

11. **Teacher's Manual (TM)** is a learning resource that provides learning objectives, suggested teaching-learning strategies, developmental activities, and assessment and evaluative measures which complement the contents of the textbook for a specific grade level and learning area.

12. **Textbook (TX)** as defined in Republic Act 8047, is an exposition of generally accepted principles in one (1) subject, intended primarily as a basis for instruction in a classroom or pupil-book-teacher situation. It is the primary learning resource for classroom instruction that sufficiently develops the prescribed learning competencies for a specific grade level and learning area.

#### IV. Policy Statement

The Department hereby establishes the *Guidelines in the Procurement and Quality Assurance of Textbooks (TXs) and Teacher's Manuals (TMs)* for public schools' use described in this issuance for the implementation of procurement and quality assurance responsibilities. This is based on good governance and shall ensure effective, efficient, and timely provision of TXs and TMs that adhere to learning resource standards and requirements of the K to 12 Program and guarantees that the provisions herein are compliant with R.A. 9184 or the Government Procurement Reform Act, its Revised Implementing Rules and Regulations (IRR).

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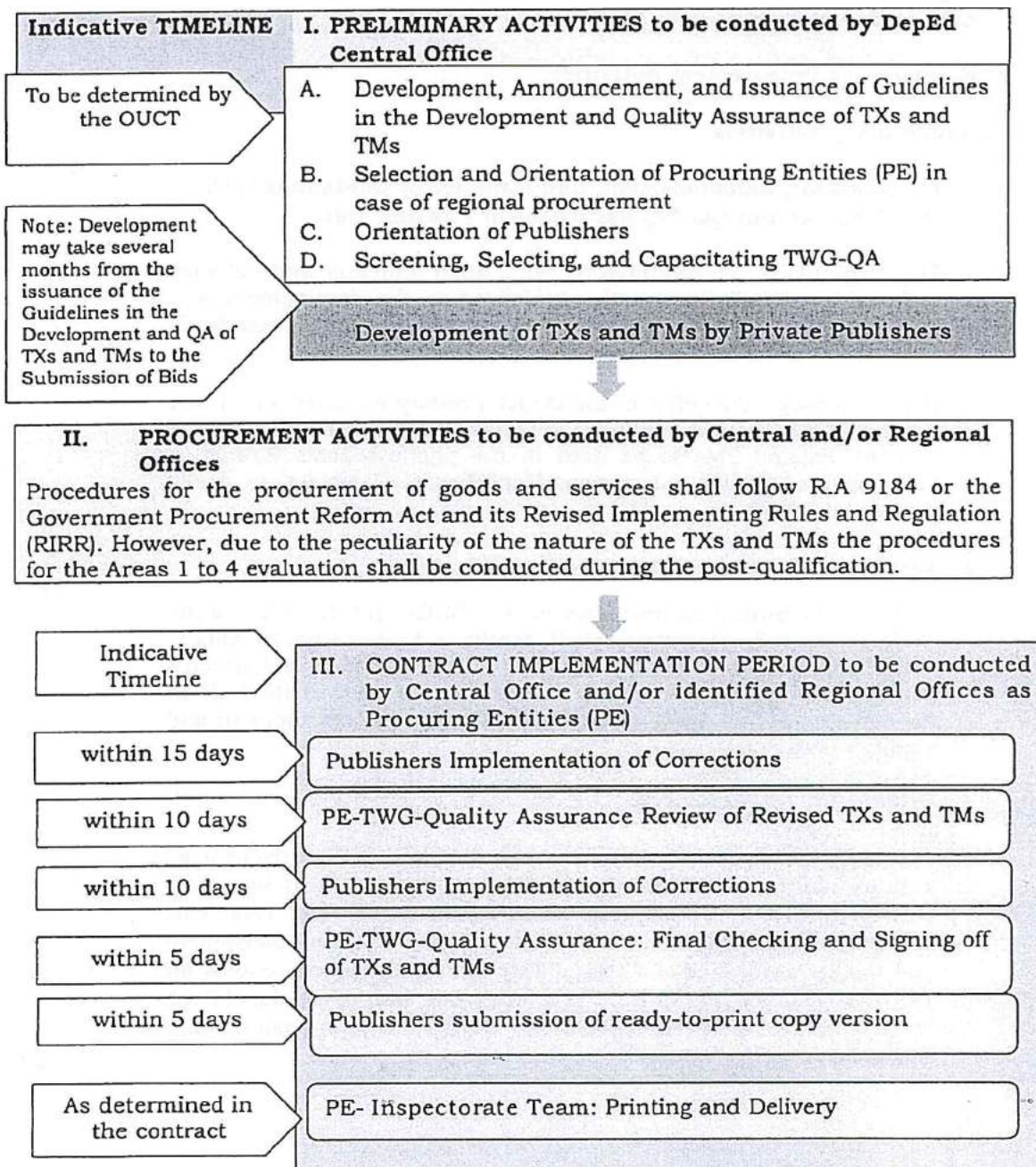
for Procurement of TXs and TMs. This document may vary every time a new invitation for procurement is announced.

This policy shall enable learners to utilize quality and appropriate textbooks that would assist them in mastering the knowledge, skills, attitudes, and values needed for lifelong learning. The teacher's manuals shall assist teachers to effectively deliver teaching and learning processes.

## V. Procedures

### A. Flowchart on the Procurement of Set(s) of TXs and TMs

The following figure shows the systematic preliminary activities and procurement process with indicative timeline, that shall be followed:



*Figure 1. Procurement of TXs and TMs and Implementation Flow Chart*

## **B. Parameters**

Interested publishers or suppliers shall be guided by the following general parameters during the procurement:

1. Content standards and physical requirements shall be provided in the Guidelines in the Development and Quality Assurance of TXs and TMs; and
2. Legal, financial, and technical requirements shall also be provided in the bidding documents.

## **C. Preliminary and Procurement Activities**

### **C.1 Preliminary Activities**

- ***Development, Announcement, and Issuance of Guidelines in the Development and Quality Assurance of TXs and TMs***

The DepEd-BLR, in coordination with other bureaus and relevant stakeholders, shall develop the guidelines in the development and quality assurance of TXs and TMs which contains the DepEd standards and requirements for submission.

DepEd, through the Office of the Undersecretary for Curriculum and Teaching (OUCT), shall announce the invitation for the development of sets of TXs and TMs to be used in the public schools through a newspaper of general circulation, DepEd official website, or social media platform(s).

- ***Selection and Orientation of Procuring Entities***

In case of decentralized procurement, the OUCT and the Office of the Undersecretary for Operations shall identify and select Regional Offices as the procuring entities. The Regional Offices identified and selected as the procuring entities shall be oriented and trained by the BLR on the contents of this policy and the guidelines in the development and quality assurance of TXs and TMs.

- ***Orientation of Publishers***

This is an activity for all publishers and their development teams (e.g., authors, editors, book designers, illustrators, etc.) who intend to participate in the invitation for procurement of TXs and TMs. This activity shall discuss the details of the guidelines in the development and quality assurance of TXs and TMs and procurement process for TXs and TMs. The DepEd-BLR, in coordination with the National Book Development Board (NBDB) and other DepEd bureaus, shall manage this activity.



- ***Screening, Selecting, and Capacitating Potential Members of the Technical Working Group (TWG) Pool for the Quality Assurance of TXs and TMs***

The BLR shall be responsible for screening, selecting, and capacitating potential learning resource evaluators (LREs). Potential LREs shall be added to the DepEd pool of evaluators once they qualify based on work and other relevant experiences, educational achievement, and other qualification requirements. LREs who have been recommended and chosen from the pool may serve as the BAC-TWG for quality assurance. They may serve in performing the quality assurance stages such as evaluating, reviewing, and checking the sets of TXs and TMs.

LREs are DepEd learning area specialists, curriculum specialists, education program supervisors, master teachers, and/or classroom teachers. Specialists from the DepEd field offices, Bureau of Curriculum Development (BCD) and Bureau of Learning Delivery (BLD) of DepEd-Central Office, and academicians shall also be tapped to quality assure learning resources. The evaluation of TXs and TMs shall form part of these DepEd personnel's official duty and responsibility and shall be included among their key results area (KRA).

Subject matter experts and academicians from private and state universities, colleges, schools, professional associations, and other government institutions with content and language expertise shall also be commissioned. All TWG-QA members should successfully meet the existing selection criteria.

- ***Development of TXs and TMs***

Pursuant to R.A. 8047, private publishers shall develop sets of TXs and TMs that comply with the existing curriculum and guided by the provisions of the guidelines in the development and quality assurance of TXs and TMs.

## **C. 2. Procurement Activities**

Procedures for the procurement of goods and services shall be followed. However, due to the peculiar nature of the TXs and TMs, the procedures for the post-qualification shall be done as follows:

In the post-qualification, in addition to financial, legal, and other technical requirements, the TXs and TMs shall undergo preliminary evaluation and Areas 1 to 4 evaluation.

### **Step 1: Preliminary Evaluation**

Submitted sets of TXs and TMs shall undergo preliminary screening to determine if these comply with DepEd general requirements. The TWG-QA shall use a form to check the publisher's compliance. Submissions that fail to comply with the general requirements as part of the physical

and technical specifications in the guidelines in the development and quality assurance of TXs and TMs, shall not be considered for further evaluation.

### **Step 2: Evaluation of TXs and TMs in Areas 1 to 4**

**Evaluation** is an assessment of compliance of sets of TXs and TMs with the DepEd standards using the prescribed evaluation tools. The procuring entity and BLR shall jointly facilitate this activity.

**Areas 1 to 4** are the four foci of evaluation. Area 1 focuses on the learning competencies; Area 2 on the accuracy of the content; Area 3 on the instructional design, presentation, and organization; and Area 4 is on language use and readability. The evaluator for each area uses an evaluation instrument to measure the quality of the TXs and TMs for evaluation.

- a. The BAC TWG-QA shall perform individual and team evaluation of the sets of TX and TM evaluation copies.
- b. The BAC TWG-QA shall rate sets of TXs and TMs based on the standard evaluation instruments which shall be included in the guidelines in the development and quality assurance of TXs and TMs.

A *Pass-Fail Method* shall be used as a guide in recommending and/or approving submitted sets of TXs and TMs. This means that when a set of TX and TM garners the minimum required rating per area, the set passes the post-qualification evaluation.

- c. If the set of TX and TM fails in any of the areas in the evaluation tool, it is already considered failed. The publisher who submitted the sets of TXs and TMs shall receive a notice regarding the result of the evaluation.
- d. The BAC TWG-QA shall proceed with the evaluation of the set of TXs and TMs submitted by the publishers with the next lower bid in case of failure in the post-qualification evaluation of publishers with the lowest calculated responsive bid (LCRB).

### **Areas of Evaluation**

The four (4) areas of evaluation in scrutinizing the copies of a set of TX and TM are the following:

- a. **Area 1: Compliance to Learning Competencies** – This area of evaluation focuses on the coverage and sufficiency in the development of the learning competencies (LCs) for a specific grade and learning area. Development of the LCs in the TX and TM should show horizontal and vertical articulation of content.

- b. **Area 2: Accuracy of Content** – Area 2 concentrates on the correctness and accuracy of facts and information presented, detection of plagiarism and copyright infringement, and identifies conceptual, factual, pedagogical, grammatical, and other types of error. Further, horizontal and vertical articulation of content is checked in this area as well as the appropriateness to the developmental level and age of the learners, and its social content.
- c. **Area 3: Suitability of Instructional Design and Presentation and Organization** – Area 3 focuses on the instructional design and its implementation, organization of the material and appropriateness of presentation of lessons, language, and visuals to the target users, to the society, and to Philippine culture as a whole.
- d. **Area 4: Appropriateness of Language and Readability** –In this area of evaluation, the content of the textbooks and teacher manuals is examined to determine if the content is grammatically correct and can be easily understood by the target users. It also looks at the readability level and its appropriateness for the target readers.

#### **Evaluation Tools**

The evaluation tools for Areas 1 to 4 are instruments to measure the quality and account for the discrepancies found in the TXs and TMs based on the indicators or standards provided for each area of evaluation. The evaluation tools and indicators shall be provided through a separate issuance from OUCT.

#### **C.3 Contract Implementation Period**

A period, stipulated in the contract and the bidding documents, given to the supplier or publisher to perform his/her/their/its contractual obligations in accordance with the contract and the bidding documents.

The evaluated TXs and TMs during the contract implementation shall undergo the following activities:

##### **Step 1: Publisher's Implementation of Any Corrections Provided During Areas 1 to 4 Evaluation**

Publishers/suppliers shall revise their sets of TXs and TMs by implementing the recommendations and correcting any deficiencies found by the BAC TWG-QA. Publishers shall be given within fifteen (15) calendar days to revise their evaluation copies upon the receipt of the notice and the evaluated TXS and TMs. Failure to submit the revised set of TX and TM copies on the deadline shall be subjected to liquidated damages in accordance with existing procurement rules.

##### **Step 2: Review of Revised TXs and TMs**

This is the process of ascertaining that the DepEd recommendations and corrections in the TXs and TMs are complied with by the concerned publishers/suppliers and are in conformity with the standards set by the DepEd. This step shall be completed within ten (10) calendar days from receipt of DepEd's revised copies of the TXs and TMs from the publishers.

- a. The publishers/suppliers whose sets of TX and TM copies passed the evaluation shall receive the following:
  - copies of the sets of TX and TM with TWG-QA's marginal notes; and
  - copies of the accomplished evaluation instruments with comments and recommendations of the TWG-QA.
- b. Copies of revised sets of TXs and TMs shall be reviewed by the same TWG-QA who performed the evaluation unless circumstances require a different set of TWG-QA.
- c. In the review of the revised copies of TXs and TMs, the TWG-QA shall check if the provided comments, recommendations, and the identified deficiencies are properly, accurately, and sufficiently implemented and corrected.
- d. The revised copies must have satisfactorily implemented the required percentage of compliance as stated in the guidelines in the development and quality assurance of TXs and TMs to proceed to the next step. Otherwise, the revised copies shall be considered as non-compliant. Failure to implement the required percentage of the corrections in the revised set of TXs and TMs within the prescribed period shall be subjected to liquidated damages in accordance with existing procurement rules. It may also be a ground for termination of the contract, should the procuring entity decide to do so.
- e. The revised TXs and TMs that shall attain full acceptability as indicated in the guidelines in the development and quality assurance of TXs and TMs with no further comments from the TWG-QA shall proceed to the next step of evaluation (i.e., Step 4: Final checking and signing off) of the TXs and TMs.

**Step 3: Publishers Implementation of Corrections Provided During Review of Revised Step**

Publishers shall finalize their sets of TXs and TMs by implementing the recommendations and correcting any deficiencies found by the TWG-QA in the revised copies during the review of the revised step. Publishers are given within ten (10) calendar days to finalize their copies upon receipt of the notice and evaluated TXs and TMs. Failure

to submit the revised set of TX and TM copies on the deadline shall be subjected to liquidated damages in accordance with existing procurement rules.

**Step 4: Final Checking and Signing Off of TXs and TMs**

This is the last step in checking the revised set(s) of TXs and TMs to ensure conformity to the standards set by DepEd before the TXs and TMs are approved for use in public schools for basic education. This step shall be done within ten (10) calendar days from receipt of DepEd's final copies of the TXs and TMs from the publishers.

- a. Final copies of the sets of TXs and TMs shall undergo final checking by the same TWG-QA who performed the evaluation and review unless circumstances require a different set of TWG-QA.
- b. In the final checking of the sets of TXs and TMs, the TWG-QA shall check if the provided comments/recommendations and the identified deficiencies during the review are properly, accurately, and sufficiently implemented/corrected.

The final evaluation copies must attain the acceptable threshold as prescribed in the guidelines in the development and quality assurance of TXs and TMs; any delay in the timeline prescribed shall be grounds for the imposition of liquidated damages in accordance with the existing procurement rules.

- c. After Step 2, the publishers whose revised sets of TX and TM copies attained full adherence to recommendations shall not undergo this step of final checking.
- d. All final evaluation copies that attained full acceptability shall be transmitted back to the publisher and the latter shall submit to DepEd its ready-to-print copy version within five (5) calendar days. Failure to submit the final set of TX and TM copies on the deadline shall be subjected to liquidated damages in accordance with the existing procurement rules.

**D. Printing and Delivery**

- Publishers /suppliers shall print the ready-to-print (RTP) sets of TXs and TMs according to the physical specifications provided and based on the required number of copies stipulated in the contract.
- Publishers /suppliers shall deliver sets of TXs and TMs based on the allocation list and delivery schedule as provided in the contract.

- The inspectorate team/s of the procuring entity shall conduct an inspection in accordance with the existing inspection and acceptance protocol of the department.

**E. Quality Control**

The procuring entity shall establish and operate a system of quality control that shall ensure the delivery of TXs and TMs without patent and latent defects during the production stage.

**F. Procurement of Electronic TXs and TMs**

This policy shall also be utilized in the procurement of digital or electronic format of TXs and TMs when applicable.

**VI. Roles and Responsibilities of Offices**

Below are the DepEd offices which have the responsibility to perform in the procurement and quality assurance of TXs and TMs in accordance with established standards and requirements. To ensure that this policy is functional and able to achieve its objectives, the following are the lead, process owners, and responsible offices:

Table 1

<b>Governance Level</b>	<b>Lead Process Owner</b>	<b>Responsible Offices</b>	<b>Functions/Tasks</b>
1. National Level	Curriculum and Teaching Strand (for Quality Assurance)  Procurement Strand (for Procurement)	Bureau of Learning Resources	<ul style="list-style-type: none"> <li>• Issues the Guidelines in the Development and Quality Assurance of TXs and TMs</li> <li>• Oversees the implementation of the quality assurance activities and assists the Procurement Strand in overseeing the procurement activities.</li> <li>• Provides technical assistance to the implementing units.</li> </ul>

<b>Governance Level</b>	<b>Lead Process Owner</b>	<b>Responsible Offices</b>	<b>Functions/Tasks</b>
2. Regional Level	DepEd Regional Offices identified as Procuring Entities  Other DepEd Regional Offices	Curriculum and Learning Management Division (CLMD)	<ul style="list-style-type: none"> <li>• Implement the regional procurement and quality assurance of TXs and TMs for their respective regions and the regions assigned to them.</li> <li>• Coordinate with the procuring regions as to the needs and requirements for procurement.</li> <li>• Monitor the delivery, distribution, and utilization of TXs and TMs in their respective regions.</li> </ul>
3. Division Level	School Division Offices	Curriculum and Instruction Division (CID)	<ul style="list-style-type: none"> <li>• Monitor and provide reports on the delivery, distribution, and utilization of TXs and TMs in their respective divisions.</li> </ul>
4. School Level	Offices of School Principals	Property Office  Library (if available)	<ul style="list-style-type: none"> <li>• Monitor and provide reports on the delivery, distribution, and utilization of TXs and TMs in their respective schools.</li> </ul>

#### **VII. Allocation, Release, and Utilization of Funds**

The Bureau of Learning Resources shall prepare the allocation of the budget for the procurement of TXs and TMs which shall be issued through an appropriate DepEd issuance.

For procurement in Regional Offices (ROs) selected as procuring entities, funds shall be released to said offices through a Special Allotment Release Order (SARO) from the Department of Budget and Management or downloaded through a Sub-Allotment Release Order by the Central Office.

The Regional Directors shall determine the corresponding physical target of their respective allocation based on the list of recipients. In case the downloaded fund is not sufficient to address the needs for the purpose, the ROs may tap additional fund support from other funding sources or stakeholders such as, but not limited to the following: a.) Local Government Unit (LGU) for Special Education Fund (SEF) pursuant to Section 2.1 of Joint Circular No. 2 s. 2020 issued by the DepEd, Department of Budget and Management (DBM), and Department of Interior and Local Government (DILG); and b.) Other stakeholders during pertinent DepEd events such as Brigada Eskwela, etc.

#### **VIII. Monitoring and Evaluation**

Implementation of this DepEd Order shall be monitored and evaluated by the Bureau of Learning Resources (BLR) as to the quality assurance proceedings.

BLR and ProcMS shall also conduct a periodic review of this policy and constant consultation with stakeholders to further enhance the provisions and effectiveness of this DepEd Order.

The Curriculum and Learning Management Division (CLMD) and Procurement Unit if any, the Administrative Division, or any appropriate office in the Regional Offices shall assist in monitoring and evaluation of the implementation of both the quality assurance and procurement processes. These offices shall also submit to BLR reports and other documents required in the implementation of this policy.

The Curriculum Implementation Division (CID) and Supply Office in the School Division Offices (SDOs) shall provide reports on the allocation, delivery, and distribution of TXs and TMs.

The Office of the Principal through their property custodian and or librarian shall provide reports on the utilization of the TXs and TMs in their respective schools.

#### **IX. References**

1. R.A. 9184 or the Government Procurement Reform Act and Its Revised Implementing Rules and Regulations.
2. R.A. 8047 or the Book Publishing Industry Development Act.
3. Customized Manual of Procedures for the Procurement of Manuscripts for Textbooks and Teacher's Manuals (Vol. 5) of the Implementing Rules and Regulations (IRR) of R.A. 9184
4. DepEd Memorandum No. 289, s. 2004 - the Textbook Policy



5. DepEd Memorandum No. 217, s. 2016 - Guidelines on the Screening, Selection, and Training of Potential Learning Resource Evaluators (LREs)
6. DepEd Order No. 8, s. 2015 – Policy Guidelines on Classroom Assessment for the K to 12 Basic Education Program
7. DepEd Order No. 42, s. 2016 – Policy Guidelines on Daily Lesson Preparation for the K to 12 Basic Education Program
8. DepEd Order No. 21, s. 2019 – Policy Guidelines on the K to 12 Basic Education Program
9. DepEd Order No. 31, s. 2020 – Interim Guidelines for Assessment and Grading in Light of the Basic Education Learning Continuity Plan
10. DepEd Order No. 29, s. 2022 – Adoption of the Basic Education Monitoring and Evaluation Framework

**X. Effectivity**

All DepEd Orders and other related issuances, rules, and regulations, and provisions that are inconsistent with these guidelines are hereby repealed, rescinded, or modified accordingly. This DepEd Order shall take effect immediately upon its approval and shall be published in the Official Gazette or in a newspaper of general circulation. Certified copies shall be filed with the University of the Philippines Law Center – Office of the National Register (UP LC- ONAR), UP Diliman, Quezon City.

# **Annex 5**

## **Allocation List**

DISTRIBUTION LIST (BY DISTRICTS)  
 GRADE 1 TX/TM (BIKOL)  
 MAKABANSA, GMRC, LANGUAGE, & READING & LITERACY

REGION	DIVISION	Legislative District	No of Elem Schools	No of Districts	Recipient District	Complete Address	Bikol (TX)	Bikol (TM)
	<b>ALBAY</b>							
V	Albay	1	12	1	Bacacay East	Bes St. Brgy. 13, Bacacay, Albay	1,035	13
V	Albay	1	15	1	Bacacay West	Hindi, Bacacay, Albay	676	11
V	Albay	1	14	1	Bacacay South	Cabasan, Bacacay, Albay	580	14
V	Albay	1	14	1	Maliipot	Bonafe, Brgy. 3, Maliipot, Albay	1,198	15
V	Albay	1	25	1	Malinao	Poblacion, Malinao, Albay	1,623	23
V	Albay	1	12	1	Sto. Domingo	Nagsiya, Sto. Domingo, Albay	920	14
V	Albay	1	23	1	Tiwi	Tigbi, Tiwi, Albay	1,745	27
V	Albay	2	16	1	Manito	Manito CS, Manito, Albay	1,002	15
V	Albay	2	21	1	Rapu-Rapu East (Rapu-Rapu)	Tinopan, Rapu-Rapu East, Albay	777	17
V	Albay	2	15	1	Rapu-Rapu West	Villa Hermosa CS, Rapu-Rapu West, Albay	585	14
	<b>TABACO CITY</b>							
V	Tabaco City	1	10	1	Tabaco North	Tabaco Northwest CS, Tabaco North, Tabaco City	1,351	15
V	Tabaco City	1	6	1	Tabaco South	Tabaco South CS, Ziga Ave., Tabaco City	1,083	12
V	Tabaco City	1	9	1	Tabaco East	San Lorenzo ES, Tabaco East, Tabaco City	1,022	10
V	Tabaco City	1	14	1	Tabaco West	San Antonio ES, San Anthonio, Tabaco City, Albay	1,022	14
	<b>Legaspi City</b>							
V	Legaspi City	2	8	1	Albay I District	Fr. Bates St., West Washington, Drive, Legazpi City	1,194	13
V	Legaspi City	2	13	1	Albay II District	Washington Drive, Brgy. 8, Legazpi city	1,551	15
V	Legaspi City	2	10	1	Legazpi Port I District	Ibalon CS, Oro Site, Legazpi City	1,851	17
V	Legaspi City	2	13	1	Legazpi Port II District	#38 Purok 1, Gogon, Legazpi City	1,273	14
	<b>CAMARINES SUR</b>							
V	Camarines Sur	1	8	1	Cabusao	Cabusao CS, Cabusao, Camarines Sur	728	8

V	Camarines Sur	1	15	1	Del Gallego	Del Gallego CS, Poblacion Zone II, Del Gallego, Camarines Sur	889	12
V	Camarines Sur	1	33	1	Lupi	Poblacion Lupi, Lupi, Camarines Sur	1,128	22
V	Camarines Sur	1	33	1	Ragay	Poblacion Iraya, Ragay, Camarines Sur	2,044	34
V	Camarines Sur	1	26	1	Sipocot North	Impig, Sipocot North, Camarines Sur	1,259	25
V	Camarines Sur	1	19	1	Sipocot South	Seranzana St., Sipocot South, Camarines Sur	1,011	16
V	Camarines Sur	2	17	1	Milaor-Gainza	Milaor CS, Milaor-Gainza, Camarines Sur	1,387	19
V	Camarines Sur	2	34	1	Libmanan North	Libod I, Libmanan, Camarines Sur	2,105	33
V	Camarines Sur	2	28	1	Libmanan South	San Isidro, Libmanan, Camarines Sur	1,884	30
V	Camarines Sur	2	25	1	Minalabac	San Felipe, Santiago, Minalabac, Camarines Sur	1,862	26
V	Camarines Sur	2	15	1	Pamplona	Poblacion, Pamplona, Camarines Sur	1,248	15
V	Camarines Sur	2	20	1	Pasacao	Sta Rosa Del Norte, Pasacao, Camarines Sur	1,834	23
V	Camarines Sur	2	19	1	San Fernando	Rizal-Buenavista, Poblacion, San Fernando, Camarines Sur	1,183	20
V	Camarines Sur	3	37	1	Calabanga	San Francisco, Calabanga, Camarines Sur	2,932	40
V	Camarines Sur	3	6	1	Camaligan	Mabini, San Lucas, Camaligan, Camarines Sur	600	7
V	Camarines Sur	3	18	1	Canaman	Dinaga, Canaman, Camarines Sur	820	17
V	Camarines Sur	3	14	1	Magarao-Bombon	Magarao CS, San Isidro, Magarao, Camarines Sur	1,313	15
V	Camarines Sur	3	20	1	Ocampo	Poblacion West, Ocampo, Camarines Sur	1,779	23
V	Camarines Sur	3	32	1	Pili	Old San Roque, Pili, Camarines Sur	3,199	37
V	Camarines Sur	4	53	1	Caramoan	Tawog, Caramoan, Camarines Sur	2,061	40
V	Camarines Sur	4	23	1	Garchitorena	Valencia I, Garchitorena, Camarines Sur	1,305	22
V	Camarines Sur	4	26	1	Goa	San Bautista St., Goa, Camarines Sur	2,424	31
V	Camarines Sur	4	13	1	Lagonoy North	Balaton, Lagonoy, Camarines Sur	584	12
V	Camarines Sur	4	20	1	Lagonoy South	San Isidro Norte, Lagonoy, Camarines Sur	1,490	21
V	Camarines Sur	4	17	1	Parubcan-Presentacion	Parubcan-Presentacion, Camarines Sur	775	12
V	Camarines Sur	4	17	1	Sagnay	San Isidro, Sagnay, Camarines Sur	1,411	18
V	Camarines Sur	4	22	1	San Jose	Del Carmen, San Jose, Camarines Sur	1,470	23
V	Camarines Sur	4	17	1	Siruma	Batugan, Poblacion, Siruma, Camarines Sur	718	14
V	Camarines Sur	4	23	1	Tigaon	Tigaon Central Pilot School, Tigaon, Camarines Sur	2,191	27
V	Camarines Sur	4	22	1	Tinambac North	Tambang, Tinambac, Camarines Sur	1,011	19
V	Camarines Sur	4	20	1	Tinambac South	San Pascual St., Tinambac South, Camarines Sur	1,556	22

	<b>NAGA CITY</b>												
V	Naga City	3		6	1	Naga North District	Naga CS 1, Jacob St., Peñafrancia, Naga City		1,456		16		
V	Naga City	3		6	1	Naga West District	Tabuco CS, Bagong Sirang, Tabuco, Naga City		1,525		12		
V	Naga City	3		9	1	Naga East District	Zone 3 Carolina, Naga East, Naga City		1,322		14		
V	Naga City	3		8	1	Naga South District	Tinago CS, M. Castro St., Tinago, Naga City		1,282		13		
	<b>CATANDUANES</b>												
V	Catanduanes	Lone		6	1	Baras North	Agban, Baras, Catanduanes		186		4		
V	Catanduanes	Lone		10	1	Baras South	Baras CS, Baras South District, Catanduanes		291		5		
V	Catanduanes	Lone		12	1	Bato East	Bato CES, Bato, Catanduanes		375		7		
V	Catanduanes	Lone		6	1	Bato West	Cabugao IS, Bato West, Catanduanes		288		5		
V	Catanduanes	Lone		7	1	Gigmoto	District II, Gigmoto, Catanduanes		350		6		
V	Catanduanes	Lone		12	1	San Andres East	San Andres East, Catanduanes		510		10		
V	Catanduanes	Lone		18	1	San Andres West	Cabcab, San Andres West, Catanduanes		610		15		
V	Catanduanes	Lone		13	1	San Miguel North	Mabato, San Miguel, Catanduanes		350		9		
V	Catanduanes	Lone		10	1	San Miguel South	District 3 Poblacion, San Miguel CES, San Miguel South, Catanduanes		227		5		
V	Catanduanes	Lone		20	1	Virac North	Virac Pilot ES, Virac North, Catanduanes		1,271		20		
V	Catanduanes	Lone		23	1	Virac South	Gogon Sirangan, Virac, Catanduanes		721		17		
	<b>MASBATE</b>												
V	Masbate	1		19	1	San Pascual North	Bolod, San Pascual, Masbate		329		8		
	<b>SORSOGON</b>												
V	Sorsogon	1		19	1	Castilla East	Poblacion, Castilla East, Sorsogon		217		5		
V	Sorsogon	1		20	1	Castilla West	Castilla West District, Sorsogon		1,183		18		
V	Sorsogon	1		14	1	Magallanes North	Magallanes North District, Magallanes, Sorsogon		558		13		
V	Sorsogon	1		14	1	Magallanes South	Poblacion, banacad, Magallanes South, Sorsogon		730		11		
V	Sorsogon	1		27	1	Pilar I	Pilar I District, Pilar, Sorsogon		1,450		27		
V	Sorsogon	1		27	1	Pilar II	Putiao, Pilar II, Sorsogon		1,180		22		
V	Sorsogon	2		19	1	Prieto Diaz	Poblacion Prieto-Diaz, Sorsogon		742		17		
	<b>SORSOGON CITY</b>												
V	Sorsogon City	1		14	1	Bacon East	Bacon East CS, Bacon East District, Sorsogon City		700		11		
V	Sorsogon City	1		18	1	Bacon West	Balete, Bacon, Sorsogon City		869		18		
	<b>TOTAL</b>								<b>85,411</b>		<b>1,264</b>		

# **Annex 6**

Affidavit of Undertaking

Republic of the Philippines  
Province of \_\_\_\_\_) SS  
City of \_\_\_\_\_)

### AFFIDAVIT OF UNDERTAKING

I, \_\_\_\_\_, of legal age, Filipino with address at \_\_\_\_\_, the *duly authorized representative/owner* of \_\_\_\_\_ a corporation/single proprietorship (company), organized and existing under Philippine laws and with business address at \_\_\_\_\_, after having been sworn in accordance with law, do hereby state:

1. That *our/my* company joins and submits a bid/s for the competitive bidding for the Department of Education's (DepEd) Project "Procurement of Development, Printing, and Delivery of Textbooks and Teacher's Manuals and Provision of Electronic Textbooks and Teacher's Manuals for Grade 4, 7, and Senior High School (SHS)";
2. As part of the submission of bid/s, of *my/our company*, we have submitted to DepEd a set/s of Textbook with Teacher's Manual's (learning resources), with the following details:

Title	Grade	Subject

3. That my/our company acknowledges, recognizes, and fully understands that as bidder, we ensure and undertake not commit nor expose DepEd to any Copyright Infringement or any violation of copyright and Republic Act No. 8293 or the "Intellectual Property Code of the Philippines", and we have taken extraordinary diligence and effort in the development of the learning resources, free from any form of copyright infringement/ violation as required by DepEd in the Project;
4. That my/our company guarantee that the contents of the learning resources were developed using original works; any derivative work or works of other authors or copyright owners/holders were made with prior necessary licenses/ permissions/ authorizations in accordance with governing law and rules; any part of the learning resources' contents that is not originally copyrighted or owned by my/our company was made with appropriate citation, attribution, certification, authorization, waiver, in accordance with governing law and rules; that my/our company have the necessary supporting document showing evidence of copyright license, authorization, consent, permission from content owner/s, copyright holders, their assignees, agents, and/or authorized representative/s;
5. That my/our company shall hold DepEd free and harmless and indemnify it, its officials and/or personnel from and against any and all losses, damages, liabilities, claims, proceedings, and costs of whatsoever kind and nature for

loss or damage to any intellectual property occurring in connection with or in any way incident to DepEd, its officials and/or personnel's performance of its functions and in the use of the learning resources;

6. That I am executing this Affidavit to confirm the undertakings and attest to the truthfulness of the statements mentioned above, under pain of perjury and other appurtenant criminal, civil and administrative liabilities, and for any other purposes this affidavit may serve.

Done this \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
NAME

Valid ID and NO.: \_\_\_\_\_, Issued on \_\_\_\_\_

**Subscribed and sworn** to before me this \_\_\_\_\_ at \_\_\_\_\_,  
with the affiant personally appearing in the date and place above mentioned.

Notary Public

Doc. No.: \_\_\_\_\_

Page No.: \_\_\_\_\_

Book No.: \_\_\_\_\_

Series of 2024.





Republic of the Philippines



Government Procurement Policy Board