



Republic of the Philippines
Department of Education



PROCUREMENT MANAGEMENT SERVICE

OD: ☎ 633.7232 PPMD: ☎ 636.6543 CMD: ☎ 635.3762

Rm. M511, 5th Floor, Mabini Bldg., DepEd Complex, Meralco Avenue, Pasig City, Philippines

☎ 633.9343 / 636.6542 / email: depedcentral.bacsecretariat@deped.gov.ph

PROCUREMENT SERVICE/PROCUREMENT SERVICE

Bids and Awards Committee V

Request for Quotation

Date: **July 26, 2019**

Quotation No.

2019-07-PS3(001)-BV-NP2FB-033

Mode of Proc. **Negotiated Procurement – Two Failed Biddings**

To all Prospective Suppliers:

- I. Please quote your lowest price inclusive of VAT on the lot listed below, subject to the Terms and Conditions of this RFQ, and submit or send your quotation(s) duly signed by your representative in an envelope not later than **August 1, 2019, 9:00 A.M.** Write the Quotation No. in front of your envelope, and submit or send to DepEd Procurement Management Service, Room 511, 5th Floor, Mabini Bldg., DepEd Complex, Meralco Avenue, Pasig City. Evaluation and award shall be made as one lot. Quotation received that exceeds the total approved budget for the contract (ABC) shall be rejected. Late bids shall likewise be rejected. For more information, please call the **Planning Service-Policy Research Development Division at 633-7257 or 635-3976.**

(SGD.)

RAMON FIEL G. ABCEDE

Director IV

OIC, Office of the Assistant Secretary
and BAC V Chairperson

Coverage	Statement of Compliance (State “Comply” or “Not Comply”)	Unit Cost	TOTAL Bid Price (in PhP)
<p>Project Title: Subscription to Research Journal</p>			
<p>Total ABC: PhP3,000,000.00 Delivery: 1st Week of October Delivery Site: DepEd Central, Regional and Schools Division Offices.</p>			
<ul style="list-style-type: none"> For the General Conditions of Contract, please see Annex A 			

<ul style="list-style-type: none"> • For the Special Conditions of Contract, please see Annex B • For the Schedule of Requirements, please see Annex C • For the Bidding Forms, please see Annex D 			
<p>Technical Specification</p> <p>The goods to be procured should fulfill the following minimum specifications:</p> <ul style="list-style-type: none"> • Contents: <ul style="list-style-type: none"> o One (1) Research Journal collection containing at least 90 journal titles indexed in Scopus under the topics: “Education,” “Developmental and Educational Psychology,” “Organizational Behavior and Human Resource Management,” “Leadership and Management,” “Public Administration,” and “Management Science and Operations Research”. o At least 60% of the submitted collection should be indexed in Scopus under the topic “Education”. o All journals should either be in English or Filipino languages. o All articles in the submitted collection must be available in full text. Indexing and abstracts of journals should also be included; • Access: Access for one year within DepEd Central Office, 17 Regional Offices, and 17 selected Schools Division Offices via IP address authentication; full access facility for the subscription in the event that the host server closes down or disappears; • Pricing option: Annual subscription (one year); • Format: Articles accessible via the Internet in web page (e.g. HTML) or PDF format; • Training on Usage: Free; • Delivery: Accessible upon receipt of Purchase Order (PO); • Users: Unlimited access at any time for a user count of 2,940 employees per day; 			

	No of offices per governance level	Target Users per Governance Level	No of Locations	Target Number of Users per Day
Central Office	80	7	1	560
RO	8	10	17	1360
SDO	6	10	17	1020
Total				2940

- **No annual hosting fee;**
- **License:** DepEd as end user can download, print, and save the full-text contents for non-commercial use only, within the bounds of the license agreement between the Supplier and DepEd;
- **Technical Support / Warranty:**
 - o Supplier must provide training on the use and access of the electronic databases to DepEd employees. Training must be conducted by product specialists sent by the distributor;
 - o Training will be held at a venue selected by DepEd;
 - o Supplier will provide technical and administrative support to DepEd and address any problems that may arise in accessing the subscriptions;
 - o Supplier will submit IP addresses of DepEd sites provided by the end user to the publisher; and
 - o Supplier will provide usage data reports on a monthly basis to PS-PRDD;

Scope of Work

The goods to be procured must be delivered under the following conditions:

1. Supplier must deliver to the Planning Service the subscription to online research journals as and when required for the duration of the contract period;
2. Supplier must be able to deliver the subscribed online research journals within fifteen (15) days from its receipt of a confirmed order;
3. Supplier must ensure availability of personnel to respond to any

<p>requests for assistance that may arise during the contract period pertaining to the subscription;</p> <p>4. Delivery of subscriptions must be made in accordance with the instructions appearing on the official order forms;</p> <p>5. With respect to the items awarded, the Supplier must adhere strictly to the delivery periods. The Supplier must make access to the journals available and refrain from partial delivery; and</p> <p>6. In the event where the order was wrongly delivered, the Supplier must be able to correct the distribution or cancel the order as per request of the Planning Service.</p> <p>Performance Monitoring</p> <p>Usage of the research journal subscriptions shall be jointly monitored by the supplier and PS-PRDD, using automatically generated user statistics that shall be provided by the supplier as specified in the Technical Specifications.</p>			
--	--	--	--

This is to submit our price quotations as indicated above subject to the terms and conditions of this RFQ.

Supplier's Company Name:				TIN No.:	
Address:					
Telephone No.:		Fax No.:		e-mail:	
Supplier's Authorized Representative Signature over Printed Name:				Date:	

III. Terms and Conditions

A. Submission of Requirements

1. Quotations and other requirements stated below shall be submitted to the Bids and Awards Committee (BAC) V at Room 511, 5th Floor, Mabini Building, DepEd Complex, Meralco Avenue, Pasig City, Philippines 1603.

2. Supplier with the Lowest Calculated Bid (LCB) shall submit the requirements indicated below within five (5) calendar days from receipt of notice from the BAC V, which documents shall be validated to determine if the supplier is technically, legally and financially capable prior to the award of contract.

- a. Current Mayor's Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located;
- b. PhilGEPS Registration;
- c. Latest Income OR Business Tax Returns; and
- d. Omnibus Sworn Statement

B. Award

The supplier who submitted the lowest calculated responsive quotation shall be awarded the Contract after evaluation by the BAC. A performance security shall be required pursuant to Clause 13 of the GCC & SCC in Annexes A and B, respectively.

C. Project Duration and Project Site

1. After acceptance of the deliverables, the supplier shall present the following documents to the Purchaser:
 - i. Original and 4 copies of the Supplier's Invoice showing the Goods description, quantity, unit price, and total price;
 - ii. Original and 4 copies of Delivery Receipts;
 - iii. Original Statement of Accounts;
 - iv. Approved Contract;
2. Deliverables shall be delivered at DepEd Central, Regional and Schools Division Offices.

For the purpose of these conditions, Purchaser's representative is Ms. Mariel C. Bayangos, Project Development Officer V of PS-Policy Research and Development Division.

D. Price Validity

Price should be valid thirty (30) calendar days after the deadline of submission of quotation.

E. Evaluation of Quotations

Quotations shall be compared and evaluated on the basis of the following criteria:

1. Completeness of Submission
2. Compliance with Technical Specifications
3. Price-Lowest Unit Cost

As part of qualification, the bidder will also be evaluated based on the following:

Criteria for Post-Qualification of Supplier for Research Journals

Selection Criteria	Minimum Standards	Fulfilled Criterion Yes/No?	Remarks
1. Availability of Product	<ul style="list-style-type: none"> Distributor provides demonstration of product (through free trial, demonstration of website, or some other arrangement). 		
2. Quality of included journals	<ul style="list-style-type: none"> Of the submitted "Education" journals, at least 75% are in the 1st and 2nd quartiles of all "Education" journals indexed in Scopus. 		

F. Instructions

- Supplier shall be responsible for the source(s) of its Goods/equipment, and shall make the deliveries in accordance with the schedule, and specifications of the award or purchase order. Failure of the Supplier to comply with this provision shall be ground for cancellation of the award or purchase order issued to the Supplier.
- Supplier shall pick-up the purchase order issued in its favor within three (3) calendar days from date of receipt of notice to that effect. A Fax transmission or electronic mail shall constitute an official notice to the Supplier. Thereafter, if the purchase order remains unclaimed, the purchase order shall be cancelled. To avoid delay in the delivery of the requesting agency's requirements, all defaulting Suppliers shall be precluded from proposing or submitting substitute quotation(s) or item(s).
- Supplier who accepted a contract but failed to deliver the required Goods within the time called for in the contract shall be disqualified from participating in DepEd or any of DepEd units' future procurement activities. This is without prejudice to the imposition of other sanctions prescribed under R.A. 9184 and its Revised IRR against the supplier.
- Rejected deliveries shall be construed as non-delivery, and shall be replaced by the Supplier subject to liquidated damages for delayed deliveries.
- All duties, excise, and other taxes and revenue charges shall be paid by the Supplier.
- As a pre-condition to payment, Importation Documents specifically showing the conditions and serial numbers of the imported equipment purchased shall be submitted by the Supplier to the Department of Education.
- All transaction is subject to withholding of credible Value Added Tax and/or Expanded Value Added Tax per revenue regulation(s) of the Bureau of Internal Revenue.

G. Liquidated Damages

A penalty of one-tenth of one percent (0.001) of the total value of the undelivered Goods shall be charged as liquidated damages for every day of delay of the delivery of the purchased Goods.

H. Payment

The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days from submission of documents under this Contract shall be as follows:

Payment	Milestone	Target Completion Date (from receipt of Notice to Proceed)
	Receipt of Notice to Proceed	0 calendar days
	Preparation of Access Credentials by DepEd and Supplier	1 calendar day
50%	Confirmation of Access for 50% of Target Locations	30 calendar days
25%	Conduct of Training for End Users of Journals	45 calendar days
25%	Confirmation of Access for 100% of Target Locations	60 calendar days

After having carefully read and accepted your Request for Quotation and its Terms and Conditions, I/We quote you on the item/s at price noted in the RFQ. The quotation shall be binding upon us for thirty (30) calendar days reckoned from last day of submission indicated in the Submission Requirements. The corresponding Award on Purchase Order shall be accepted by us at any time before expiration of this period.

The DepEd-Bids and Awards Committee V reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

Provider's authorized representative's signature over

Printed name: _____

ANNEX A

General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
 - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this Section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
 - (h) “The Procuring Entity’s country” is the Philippines.
 - (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
 - (j) The “Funding Source” means the organization named in the **SCC**.
 - (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
 - (l) “Day” means calendar day.
 - (m) The “Effective Date” of the contract will be the date of signing the contract; however the Supplier shall commence performance of

its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1 Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- a. defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in

order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which

shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1 The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements
- 6.2 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

Subcontracting

- 7.1 Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2 If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1 For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under

extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1 Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but not to exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3 Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4 Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5 Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

- 11.2 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
- a. On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - b. On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - c. On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- a. There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- b. The Supplier has no pending claims for labor and materials filed against it; and
- c. Other terms specified in the **SCC**.

13.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Any document, other than this Contract itself, enumerated in **GCC** Clause 0 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and 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.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall

be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least three percent (3%) of every progress payment, or a special bank guarantee equivalent to at least three percent (3%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed in Section VI. Schedule of Requirements

18.2 If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under **GCC** Clause 0, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 0 and 0, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

20.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with

or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1 The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2 For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could

have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 22.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods 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 contact price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than ninety (90) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

- 23.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

- 23.3 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;

- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1 The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the

notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and

(h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this

ANNEX B

Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section IX-Foreign-Assisted Projects.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>Department of Education (DepEd) – Policy Research and Development Division</i>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is The Government of the Philippines (GOP) through <i>CY 2018 General Appropriations Act</i> in the amount of Philippine Pesos Three Million and 00/100 (PhP3,000,000.00) .
1.1(k)	The Project sites are defined in Section VI. Schedule of Requirements
2.1	Corrupt, Fraudulent, Collusive, Coercive and Obstructive Practices No further instructions.
5.1	The Procuring Entity’s address for Notices is: Mariel C. Bayangos Project Development Officer V PS- Policy Research and Development Division Department of Education Second Floor, Teodora Alonzo Building, DepEd Central Office Complex, Meralco Avenue, Pasig City Telephone Nos. 635-3976 The Supplier’s address for Notices is: <i>[to be inserted at the time of contract award - address including, name of contact, fax and telephone number]</i>
6.2	Scope of Contract Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: <i>For Goods Supplied from Abroad, state “The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with</i>

INCOTERMS.”

For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
- (iv) Original and four copies of the certificate of origin (for imported Goods);
- (v) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; and
- (vi) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier’s invoice

showing Goods' description, quantity, unit price, and total amount;

- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- (iii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (iv) Original and four copies of the certificate of origin (for imported Goods);
- (v) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; and
- (vi) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Ms. Maritess L. Ablay**, or authorized alternate.

Incidental Services – refer also to Section III. BDS Clauses 15.4(a)(iii) and 15.4(b) Incidental Services; and Section VII. Technical Specifications)

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- (i) performance or supervision of on-site assembly and/or start-up of the supplied Goods; and
- (ii) furnishing of tools required for assembly and/or maintenance of the supplied Goods.

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

Packaging –

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

Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

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

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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

Insurance –

The Goods supplied 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 the Procuring Entity.

Transportation –

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

Where the Supplier is required under this Contract to

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

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered *force majeure* in accordance with **GCC** Clause 22.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Patent Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

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.

10.3

Payment

The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days from submission of documents under this Contract shall be as follows:

Payment	Milestone	Target Completion Date (from receipt of Notice to

		Proceed)
	Receipt of Notice to Proceed	0 calendar days
	Preparation of Access Credentials by DepEd and Supplier	1 calendar day
50%	Confirmation of Access for 50% of Target Locations	30 calendar days
25%	Conduct of Training for End Users of Journals	45 calendar days
25%	Confirmation of Access for 100% of Target Locations	60 calendar days

The retention money or special bank guarantee shall be released only after the lapse of the Warranty in SCC Clause 17.3.

The Supplier shall be liable for damages for the delay in its performance of the Contract and shall pay the procuring entity liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. The Procuring Entity shall deduct the liquidated damages from any money due or which may become due to the Supplier, or collect from any of the securities or warranties posted by the Supplier, whichever is convenient to the Procuring Entity concerned. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the Purchaser shall rescind the Contract, without prejudice to other courses of action and remedies open to the Purchaser.

10.4	Payment Payment shall be made in Philippine Pesos.
10.5	Payment Payment using LC is not allowed.
11.3	Advance Payment and Terms of Payment No further instructions.
13.4(c)	Performance Security

	<p>The successful bidder shall furnish the performance security in any of the forms prescribed in ITB Clause 33.2 and amount not less than the required percentage of the ABC, and shall remain valid until thirty (30) days from issuance by the Procuring Entity of the Certificate of Final Acceptance and must be co-terminus with the Project.</p> <p>The performance security posted shall be turned-over to the DepEd Cash Division for custody.</p> <p>The supplier shall be responsible for the extension of its performance security during the remaining period or duration of the Project reckoned from the date of the effectivity of the contract/purchase order, or for any contract/purchase order time extension granted by the Procuring Entity, which shall be valid until final acceptance of the Project.</p>
16.1	<p>Inspection and Tests</p> <p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. The Procuring Entity shall have the option to conduct pre-delivery inspection(s) at points of delivery or at supplier's premises. 2. Complete Goods/Services shall be inspected and/or tested by the Procuring Entity or its authorized representatives at the time and date of deliveries to project site(s). Goods/services delivered with defect/s or non-compliant with the required specifications shall be rejected by the Procuring Entity and replaced by the Supplier. 3. The Procuring Entity shall have the option to inspect supplier's premises covered by the contract to monitor and assess Supplier's capacity to discharge its contractual obligations to the Procuring Entity.
17.3	<p>Warranty</p> <p>Three percent (3%) of every progress payment in the form of retention money; or</p> <p>Three percent (3%) of the total contract price in the form of Special Bank Guarantee.</p> <p>One year warranty on the following:</p> <p>Availability of after-sales customer service: availability of multiple channels for after-sales customer service (both from distributor and</p>

	publisher); technical and administrative support to DepEd to any problems that may arise in accessing the subscriptions
17.4	<p>Rectification of Damaged Goods</p> <p>Upon receipt by the Supplier of the Procuring Entity's notice of any claims arising under this warranty, the Supplier shall immediately act upon to repair or replace the defective Goods or parts thereof. The period for correction of defects in the warranty period is within fifteen (15) calendar days from receipt of such notice.</p>
21.1	<p>Liability of the Supplier</p> <p>Neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity shall release the Supplier from any warranties or other obligations under this Contract.</p> <p><i>In case of a joint venture:</i></p> <p>All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</p>

Schedule of Requirements

A. List/Description of Goods /Services

Description	Quantity	Contract Duration (Calendar Days)
Subscription to Research Journal	1	365

B. Delivery Schedule

Milestone	Target Completion Date (from receipt of Notice to Proceed)
Receipt of Notice to Proceed	0 calendar days
Preparation of Access Credentials by DepEd and Supplier	1 calendar day
Confirmation of Access for 50% of Target Locations	30 calendar days
Conduct of Training for End Users of Journals	45 calendar days
Confirmation of Access for 100% of Target Locations	60 calendar days

C. Project Site

Goods shall be delivered to DepEd Central, Regional and Schools Division Office.

D. Delivery and Receiving Instructions

1. Goods/Services as specified in this Schedule of Requirements and/or Technical Specifications shall be delivered only to the address indicated herein.
2. The Supplier shall notify the indicated authorized receiving personnel at the Project Site at the scheduled date of delivery at least three (3) working days in advance, and shall ensure that the authorized receiving personnel of the Purchaser is present during the date and time of delivery.
3. The Supplier shall make delivery or deliveries to the Project Site 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. During delivery, delivery receipts must be signed by Ms. Maritess L. Ablay, Chief of Asset Management Division, or her authorized representative.

Statement of Compliance

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

Name and Signature of Bidder's Authorized Representative

Bidding Forms

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 _____

CONTRACT AGREEMENT FORM

PROJECT : _____

Contract No. : _____

THIS AGREEMENT made and entered into this ____ day of _____ 20____ by and between the **Department of Education**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its *(Name of PE's Representative)*, (hereinafter called "the Purchaser") of the one part and *(Name of Bidder/ Authorized Representative)*, with Office address at [Office address of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS, the Purchaser invited Bids for certain goods and ancillary services, viz, [*brief description of goods and services*], has passed and approved Resolution to Award No. _____, and therefore, accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Philippine Pesos** [*contract price in words and figures*] (hereinafter called "the Contract Price"), broken down as follows: (*indicate if by lots, otherwise, delete*).

Lot No.	Item/Description	Quantity	Unit Price (in Php)	Contract Cost (in Php)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Purchaser's Notice of Award;
 - b. the Performance Security
 - c. the Bid Form and the Price Schedule submitted by the Bidder;
 - d. the General and Special Conditions of Contract;
 - e. the Technical Specifications;
 - f. the Schedule of Requirements; and
 - g. Supplemental Bid Bulletins, if any.
3. The Goods and Services referred to in this Agreement shall be delivered to the Project Site/s within the contract duration of (*insert no. of days*), which shall commence upon receipt of the Notice to Proceed by the Supplier;

4. In consideration of the Contract Price mentioned herein to be paid by the **Purchaser** to the **Supplier**, the **Supplier** hereby covenants, unto the Purchaser, to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
5. The **Purchaser** hereby covenants to pay the **Supplier**, in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract, to wit: *(insert manner of payment as defined under SCC Clause 10.3 of the Bidding Documents)*;
6. Payments shall be subject to the “Warranty” provisions in the form of either retention money in an amount equivalent to at least one percent (10%) of every progress payment, or a special Bank Guarantee in the amount equal to at least 10% of the total Contract Price required in Section 62 of R.A. 9184 and its IRR.
7. The **Supplier** shall be liable for damages for the delay in its performance of the Contract and shall pay the procuring entity liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery for every day of delay until such goods/services are finally delivered and accepted by the procuring entity concerned. The Procuring Entity shall deduct the liquidated damages from any money due or which may become due to the Supplier, or collect from any of the securities or warranties posted by the Supplier, whichever is convenient to the Procuring Entity concerned. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the **Purchaser** shall rescind this Contract, without prejudice to other courses of action and remedies open to the Purchaser.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

PURCHASER

SUPPLIER

SIGNED IN THE PRESENCE OF:

PURCHASER'S WITNESS

SUPPLIER'S WITNESS

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

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

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

GOVERNMENT-ISSUED IDENTIFICATION
CARD

NAME	Number	Issued on	Issued at
------	--------	-----------	-----------

PURCHASER

SUPPLIER

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 CONTRACT consisting of ____ pages (exclusive of attachments), including this page on which the acknowledgement 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.

NOTARY PUBLIC
Until December 31, 20__

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

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____, issued on ___ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.