



## Request for Quotation (RFQ)

Reference No.:	<b>2021-ProcMS3(001)-AC-NPSVP-002a</b>
End-user Unit:	<b>ProcMS-BAC Secretariat Division</b>
Due date:	<b>April 5, 2021</b>
If further Information is required, please contact:	<b>BAC Secretariat Division Contact No# 8633-9343 / 8636-6542</b>

March 27, 2021

### To: All Prospective Suppliers

1. The Department of Education, through its Acquisitions Committee, requests your price quotation for the project **Purchase of Construction Materials for Office Partitions** described under the attached Terms and Conditions.
2. Your quotation shall be received on or before **9:00 A.M. on April 5, 2021** by courier or by hand-delivery at the address given below:

Acquisitions Committee  
Rm. M-511, 5th Floor, Mabini Bldg.  
DepEd Complex, Meralco Avenue  
Pasig City, Philippines  
depedcentral.bacsecretariat@deped.gov.ph

3. The successful proponent must be able to meet the following requirements:
  - 3.1. The **Terms and Conditions of Contract**, as provided for under the General Conditions of Contract for Procurement of Goods and Services under the Philippine Bidding Documents, as may be applicable;
  - 3.2. The **Schedule of Requirements**, as indicated also in **Annex "A"**; and
  - 3.3. The **Technical Specifications** which lists the details of the requirements, as indicated in **Annex "B"**.
4. If proponent is a firm, the same is required to submit the eligibility documents prescribed under Section 23 of the Revised IRR of RA 9184 within five (5) calendar days from receipt of notice as stated in the Terms and Conditions (IV) in order to show its legal capacity, and technical and financial capability to undertake the contract.

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

5. Proponents are required to submit a Financial Proposal that shall simply indicate its charge item. The Approved Budget for the Contract is **PHILIPPINE PESO FORTY THOUSAND and 00/100 (PhP40,000.00)**. For purposes of the evaluation, comparison and ranking of bids/offers, the supplier who submitted the single / lowest calculated responsive quotation shall be awarded the Purchase Order after evaluation by the Acquisitions Committee (AC).
6. Quotation shall be enclosed in a sealed envelope and addressed to the AC Secretariat at the address given above. The envelope should have the RFQ Number boldly and conspicuously identified.
  - 6.1. It is the exclusive responsibility of the bidders to ensure that the sealed envelope containing the quotation reaches the above address before the time and date indicated in Item no.2. If being delivered by hand, the quotations must be delivered at the above address during official working hours. Delivery to any other person or office will be at the risk of the bidder and will not constitute timely delivery. Quotations received after the aforementioned closing time or deadline may be rejected.
7. The quotation should be valid for thirty (30) calendar days from the due date indicated above.
8. The DepEd reserves the right to request any additional information that it deems necessary in order to make any decision on any quotation.
9. Any quotation not supported by the information requested in this RFQ, or is patently non-complying with the RFQ requirements may not be considered.
10. The DepEd reserves the right to accept or reject any quotation, to annul the procurement process, or not to award the contract without thereby incurring any liability to the affected bidder or bidders.
11. Submission of quotation in response to this request shall be construed as commitment to undertake the services in accordance with the terms and conditions, specifications, and schedule of implementation set forth in this RFQ.

  
**JAMES RONALD G. YBIERNAS**  
 Chairperson, Acquisitions Committee

Received Copy:

\_\_\_\_\_

Remarks:

\_\_\_\_\_

## **TERMS AND CONDITIONS**

### **I. PROJECT TITLE:**

*Purchase of Construction Materials for Office Partitions*

### **II. PROJECT OWNER:**

Department of Education – **Procurement Management Service – BAC Secretariat Division**

### **III. OBJECTIVE:**

To procure *Purchase of Construction Materials for Office Partitions* in the most effective and prompt manner, primarily considering time and resource constraints.

### **IV. ELIGIBILITY, TECHNICAL AND FINANCIAL REQUIREMENTS/ DOCUMENTS:**

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

- (i) Mayor's permit issued by the City or Municipality where the principal place of business is located;
- (ii) PhilGEPS Registration Number; and
- (iii) Omnibus Sworn Statement. (See attached **Annex "C"**)
  - If a partnership, corporation, cooperative, or joint venture, please provide proof of authorization (e.g. duly notarized Secretary's Certificate as stated in Item no. 2 of the attached Omnibus Sworn Statement)
- (iv) Income / Business Tax Returns

To facilitate post-qualification, the bidder **at its option** may submit in advance, i.e., together with its quotation, above requirements and other documents required.

In the case of a Joint Venture, or if the parties intend to enter into a joint venture, the requirements must be as indicated in the revised implementing rules and regulations of RA 9184.

### **V. TECHNICAL SPECIFICATIONS:** as indicated in **Annex "B"**.

### **VI. TERMS AND CONDITIONS OF CONTRACT:**

#### **A. Instructions**

1. Proponent 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 proponent to comply with this provision shall be ground for cancellation of the award or purchase order issued to the proponent.

2. Proponent shall pick-up the Purchase Order and Notice to Proceed 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 Proponent. 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 Proponent shall be precluded from proposing or submitting substitute quotation(s) or item(s).

3. Proponent who accepted a Purchase Order and Notice to Proceed but failed to deliver the required Goods within the time called for in the purchase order 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 Proponent.

4. Rejected deliveries shall be construed as non-delivery, and shall be replaced by the Proponent subject to liquidated damages for delayed deliveries.

5. All duties, excise, and other taxes and revenue charges shall be paid by the Proponent.

6. 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 Proponent to the Department of Education.

7. 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.

## **B. Packing**

The Proponent shall provide such packing of the Goods appropriate to prevent their damage or deterioration during transit to the project site. Goods shall be packed with label identifying content and other applicable packaging symbols with name of the purchaser.

## **C. Inspection**

1. All deliveries by Proponent shall be subject to inspection, and acceptance by the DepEd Inspection Team and the end-user. All costs of the necessary laboratory tests undertaken by DepEd on the Goods shall be to the account of Proponent.

2. For the purpose of this condition, DepEd shall constitute an Inspectorate Team to conduct pre-delivery inspection of the Goods at the Supplier's warehouse or production site and inspection upon delivery at the Project site.

## **D. 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.

#### **E. Payment**

1. Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the Contract upon submission of an irrevocable letter of credit or Bank Guarantee issued by a Universal or Commercial Bank.
2. Proponent may submit a request for payment based on Progress Reports which shall be attached to the progress billing and shall include (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract; (ii) Inspection and Acceptance Reports (IARs) duly signed by the authorized representative of the **DEPED** indicating that the items have been delivered accordance with the Contract.
3. Initial progress payment of a minimum of twenty-five percent (25%) of the Contract Price for a lot shall be paid upon a minimum of twenty-five percent (25%) delivery of items and acceptance by DepEd's authorized representative.
4. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the "Warranty" provision.

#### **E. Warranty**

5. Warranty for a period of three (3) months shall be required in order to assure that manufacturing defects shall be corrected by the Proponent. The obligation for warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment or a Special Bank Guarantee in the amount equal to at least one percent (1%) of the Contract Price, as required under Section 62 of R.A. 9184 and its revised IRR.

**VII. SCHEDULE OF REQUIREMENTS:** as indicated in **Annex "A"**.

#### **VIII. GENERAL INSTRUCTIONS TO SUPPLIERS**

1. This Request for Quotation (RFQ) Form is DepEd's standard RFQ to be used when DepEd solicits quotations for the procurement of goods and services. **It is a standard template that Suppliers must follow in order to prepare and submit their quotations for consideration by DepEd.**
2. This RFQ is composed of one (1) lot. Prospective Proponents shall submit their quote for one (1) lot.
3. Proponent must fill up the spaces with the necessary and correct information including the offered brand, model, make and specifications, as well as the total price of the item or the items in the lot. They shall likewise indicate the total price of the said lot.

4. Prices must be quoted in Philippine Peso and must include the unit price and total price, inclusive of all taxes, duties and/or levies to be paid and other incidental costs to the delivery site/s if the contract is awarded.
5. Award of contract shall be made to the single/lowest quotation which complies with the minimum technical specifications and other terms and conditions stated herein.
6. The RFQ Form must be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any information shall be rewritten in indelible ink and initialed by the person signing the RFQ Form.
7. Proponent shall accomplish, provide correct and accurate information and submit, together with the Request for Quotation (RFQ), the following attached documents: (i) Schedule of Requirements (**Annex "A"**); (ii) Technical Specifications (**Annex "B"**) (iii) Omnibus Sworn Statement (**Annex "C"**) and (iv) Financial Proposal (**Annex "D"**) otherwise, non-submission of which shall result to automatic disqualification of proposal.
8. Proponent requiring any clarifications of the Request for Quotation Document may refer to:

The Chairperson  
Acquisitions Committee  
Department of Education  
Room M-511, 5th Floor, Mabini Bldg.,  
DepEd Complex, Meralco Avenue, Pasig  
City Tel No. 8631-9640  
depedcentral.bacsecretariat@deped.gov.ph  
Look for: Patricia P. Muñoz (Project in Charge)

**IX. FINANCIAL PROPOSAL QUOTATION FORM** as indicated in **Annex "D"**.

**Schedule of Requirements**

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

<b><i>Purchase of Construction Materials for Office Partitions</i></b>		
<b>Item Description</b>	<b>Total Quantity</b>	<b>Delivery Period</b>
<b><i>Construction Materials</i></b>	1 set	Within seven (7) calendar days upon receipt of NTP.

**A. 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 Notice of Award;
  - v. Approved Purchase Order;
  - vi. Approved Notice to Proceed;
2. Deliverables shall be delivered at Asset Management Division, Alonzo Bldg., DepEd Complex, Meralco Ave., Pasig City.

For the purpose of these conditions, Purchaser’s representative is Ms. Maritess L. Ablay, Chief, Asset Management Division or her authorized representative.

**B. Price Validity**

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

**C. 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 and Terms of Reference (TOR)
3. Price-Lowest Unit Cost

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-Acquisitions Committee 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.

\_\_\_\_\_  
 Name and Signature of Provider's Authorized Representative

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

**Technical Specifications**

**Detailed Technical Specifications**

<i>Purchase of Construction Materials for Office Partitions</i>			
<b>ITEM</b>	<b>SPECIFICATIONS</b>	<b>STATEMENT OF COMPLIANCE</b> (State Comply or Not Comply)	<b>BIDDER'S ACTUAL OFFER</b>
<b>Construction Materials</b>	<b>General Specification</b>		
		List of Materials	
	7 pcs.	Marine Plywood ¾ thick	
	35 pcs.	½" x 1" x 10' S4S K.D.	
	22 pcs.	Good Lumber 2" x 3" x 10' S4S	
	1 Kg.	Concrete Wooden Nail 1"	
	1 Kg.	Concrete Wooden Nail 2"	
	1 Kg.	Concrete Wooden Nail 3"	
	1 Kg.	Concrete Wooden Nail 1" Finishing	
	1 Kg.	Concrete Wooden Nail 2" Finishing	
	1 gal.	Quick Dry Enamel	
	1 gal.	Paint Thinner	
	1 gal.	Semi-Gloss Latex	
	1 gal.	Flat Latex	
	1 pc.	Brush 2"	
	1 Lit.	Polytuff with Hardener	
	1 gal.	Plasalux Putty	
	1 pc.	Sandpaper	
	1 pc.	Baby Roller Brush 4"	
1 pc.	Paint Tray		

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

**Omnibus Sworn Statement  
For the Conduct of Procurement Activities under Republic Act No. 11494 or the  
Bayanihan  
to Recover as One Act**

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

**AFFIDAVIT**

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

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

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

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

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 its association or relation 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 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.

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.

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Name and Signature of Bidder's  
Authorized Representative

*[Jurat]*

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

## ANNEX “D”

Description	Quantity	Unit Price Ceiling (Php)	Price Ceiling (Php)	Supplier’s Offer (state brand, model, make and specifications)	Unit Price	Total Price
<b><i>Purchase of Construction Materials for Office Partitions</i></b>	<b>1 set</b>	-	<b>40,000.00</b>			

<b>TOTAL ABC</b>	<b>Php40,000.00</b>	<b>Total Price Offer</b>	
<b>Total Price Offer (in words)</b>			

After having carefully read, understood, and accepted the terms and conditions specified in the Request for Quotation, above cited is our financial proposal (quotation) for the item/s.

We undertake, if our Quotation is accepted, to deliver the above items/goods within seven (7) days upon receipt of NTP

We agree to abide by this Quotation for a period of **thirty (30) calendar days-bid validity** after the deadline for submission specified in the RFQ.

We understand that payment for the goods/items delivered will be made to the winning supplier after inspection and acceptance of the goods/items delivered. The above-quoted prices are inclusive of all costs and applicable taxes.

Name and Signature of Authorized Representative

Name of the Company:	Company Address:
Contact Number/s:	Email Address:

## ANNEX “D1”

Description	Quantity	List of Materials	Supplier’s Offer (state brand, model, make and specifications)	Unit Price	Total Price
<b><i>Purchase of Construction Materials for Office Partitions</i></b>	7 pcs.	Marine Plywood ¾ thick			
	35 pcs.	½” x 1” x 10’ S4S K.D.			
	22 pcs.	Good Lumber 2” x 3” x 10’ S4S			
	1 Kg.	Concrete Wooden Nail 1”			
	1 Kg.	Concrete Wooden Nail 2”			
	1 Kg.	Concrete Wooden Nail 3”			
	1 Kg.	Concrete Wooden Nail 1” Finishing			
	1 Kg.	Concrete Wooden Nail 2” Finishing			
	1 gal.	Quick Dry Enamel			
	1 gal.	Paint Thinner			
	1 gal.	Semi-Gloss Latex			
	1 gal.	Flat Latex			
	1 pc.	Brush 2”			
	1 Lit.	Polytuff with Hardener			
	1 gal.	Plasalux Putty			
	1 pc.	Sandpaper			
	1 pc.	Baby Roller Brush 4”			
1 pc.	Paint Tray				

**Total Price Offer**

**Total Price Offer (in words)**

# ANNEX "E"



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF EDUCATION  
DepEd Complex, Meralco Avenue, Pasig City



## PURCHASE ORDER

Supplier : _____	P.O. No. : _____			
Address : _____	Date : _____			
Email : _____	Mode of : _____			
Address : _____	Procurement : NP-SVP			
Telephone : _____	End-User : Procurement Management Service - BAC Secretariat Division			
Nos. : _____				
TIN : _____				
Gentlemen: Please furnish this Office the following articles subject to the terms and conditions contained herein:				
Place of Delivery : DepEd Central Office - Asset Management Division	Delivery Term : Within seven (7) calendar days upon receipt of Notice to Proceed (NTP)			
Date of Delivery : Within seven (7) calendar days upon receipt of Notice to Proceed (NTP)	Payment Term : (see Terms and Conditions)			
Project Title: <b>Purchase of Construction Materials for Office Partitions</b>				
DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL BID PRICE
<b>Construction Materials for Office Partitions</b>				
<b>Material:</b>				
Marine Plywood ¾ thick	piece	7		
½" x 1" x 10' S4S K.D	piece	35		
Good Lumber 2" x 3" x 10' S4S	piece	22		
Concrete Wooden Nail 1"	kilogram	1		
Concrete Wooden Nail 2"	kilogram	1		
Concrete Wooden Nail 3"	kilogram	1		
Concrete Wooden Nail 1" Finishing	kilogram	1		
Concrete Wooden Nail 2" Finishing	kilogram	1		
Quick Dry Enamel	gallon	1		
Paint Thinner	gallon	1		
Semi-Gloss Latex	gallon	1		
Flat Latex	gallon	1		
Brush 2"	piece	1		
Polytuff with Hardener	liter	1		
Plasalux Putty	gallon	1		
Sandpaper	piece	1		
Baby Roller Brush 4"	piece	1		
Paint Tray	piece	1		
<b>TOTAL</b>				
(Total Amount in Words) <b>and 00/100 Pesos Only</b>				

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay shall be imposed.

Very truly yours,

**ATTY. SALVADOR C. MALANA III**

Assistant Secretary  
Procurement and Administration  
Authorized Official

Conforme:

\_\_\_\_\_  
Signature Over Printed Name of Supplier

\_\_\_\_\_  
Date

Funds  
Available:

OR No. : \_\_\_\_\_

Amount : \_\_\_\_\_

**TERMS AND CONDITIONS**

1. Supplier shall be responsible for the source(s) of its supplies/materials/equipment; and shall make deliveries in accordance with schedule, quality and specifications of the award or purchase order (PO). Failure by the Supplier to comply with the same shall be ground for cancellation of the award or purchase order issued to the Supplier and for awarding the item(s) to the next lowest responsive bidder at Procuring Entity's option.
2. Supplier shall pick up purchase order(s) issued in its favor within three (3) days after 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 said purchase order shall be cancelled. To avoid delay in the delivery of the requesting agency's requirement, all defaulting Suppliers shall be precluded from delivering substitute items.
3. Subject to the provisions of the preceding paragraph, where Supplier has accepted a purchase order but fails to deliver the required goods within the time called for in the purchase order, Supplier shall be charged liquidated damages (LD). The amount of LD, deductible from payments due to Supplier, shall be one tenth of one percent (0.1%) of the cost of the undelivered goods in the PO for every day of delay. Once the cumulative amount of LD reached 10% of the amount of PO, the Procuring Entity shall rescind the PO without prejudice to other courses of actions open to the Procuring Entity under RA 9184 and its IRR, and other laws.
4. All deliveries of the Supplier shall be subject to inspection and acceptance by the Procuring Entity. All necessary tests undertaken or caused to be undertaken by the Procuring Entity on the goods shall be for the account of the supplier.
5. Rejected deliveries shall be construed as non-delivery of goods so ordered and shall be subject to liquidated damages and rescindment of the PO prescribed in paragraph 3 hereof.
6. Supplier shall guarantee its deliveries to be free from defects. Any defective item or goods that may be discovered by the Procuring Entity within the warranty period after acceptance of the same shall be replaced by the supplier with seven (7) calendar days upon receipt of a written notice to that effect free of cost to the Procuring Entity. Supplier hereby commits a 3-month warranty on the goods in this PO.
7. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
8. As a pre-condition to payment, IMPORTATION DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the Procuring Entity.
9. All payments are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.
10. Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the Contract upon submission of an irrevocable letter of credit or Bank Guarantee issued by a Universal or Commercial Bank.

Proponent may submit a request for payment based on Progress Reports which shall be attached to the progress billing and shall include (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract; (ii) Inspection and Acceptance Reports (IARs) duly signed by the authorized representative of the **DEPED** indicating that the items have been delivered accordance with the Contract.

Initial progress payment of a minimum of twenty-five percent (25%) of the Contract Price for a lot shall be paid upon a minimum of twenty-five percent (25%) delivery of items and acceptance by DepEd's authorized representative.

Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the "Warranty" provision.

11. Supplier shall deliver the goods/items to the DepEd at the Asset Management Division, Alonzo Bldg., DepEd Complex, Meralco Ave., Pasig City.

Conforme:

\_\_\_\_\_  
Signature over printed name of Supplier

\_\_\_\_\_  
Date

