



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

5. Proponents are required to submit a Financial Proposal indicating its price for the required lot. The Approved Budget for the Contract is **PHILIPPINE PESO FIVE HUNDRED THOUSAND and 00/100 (PhP 500,000.00)**. For purposes of the evaluation, comparison and ranking of bids/offers, the proponent who submitted the single / lowest calculated responsive quotation shall be awarded the Contract 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.
  - 6.2. Based on the above-stated provisions, the bidder's quotation sent by email will not be accepted and will be considered as 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 requested during evaluation, 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:

## PROJECT REFERENCE

## I. PROJECT TITLE:

*Procurement of Service Provider for the Mailing Services of DepEd Central Office*

## II. PROJECT OWNER:

Department of Education – **Administrative Service – Records Division (AS-RD)**

## III. OBJECTIVE:

To procure the project *Procurement of Service Provider for the Mailing Services of DepEd Central Office* in the most effective and prompt manner, primarily considering time and resource constraints.

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

The 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;
- (iii) Duly Notarized Omnibus Sworn Statement (**for ABCs above Php50K**) (See attached **Annex "A"**)
  - 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 Tax Returns (**for ABCs above Php500K**) (Annual Income Tax Returns of the preceding tax year); and
- (v) Business Tax Returns (**for ABCs above Php500K**) (Value Added Tax or Percentage Tax Returns covering the previous six months)

To facilitate post-qualification, the bidder **at its option** may submit in advance, i.e., together with its quotation, the above requirements and other documents as may be required. Non-submission of any of the documents shall be a ground for post-disqualification.

In the case of a Joint Venture, or if the parties intend to enter into a joint venture, the requirements are as indicated in the revised Implementing Rules and Regulations of Republic Act No. 9184.

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

### **A. Instructions**

1. Proponent shall be responsible for sourcing its Goods/equipment and services, and shall make the deliveries and provide services in accordance with the schedule, and specifications of the award or contract. Failure of the proponent to comply with this provision shall be ground for cancellation of the award or contract issued to the proponent.

2. Proponent shall pick-up the Contract 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 contract remains unclaimed, the contract 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 Contract and Notice to Proceed but failed to deliver the required Goods and Services 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 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. All transactions are subject to applicable withholding taxes per relevant revenue regulations of the Bureau of Internal Revenue (BIR) withholding of credible Value Added Tax and/or Expanded Value Added Tax per revenue regulation(s) of the BIR.

### **B. Delivery and Documents**

The delivery terms applicable to this Contract are delivered to the **Asset Management Division, Alonzo Bldg., DepEd Complex, Meralco Ave., Pasig City**. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods / Services at their final destination.

The Goods and Services supplied to the delivery site shall conform to and comply with the Standards mentioned in Schedule of Requirements, as indicated in **Annex "B"** and Scope of Services as indicated in **Annex "C"**.

Upon delivery of the Goods/Equipment to the Delivery Site, the Supplier shall notify DepEd thru AS-RD and present the following documents:

- i. Original and 4 copies of the Supplier's Invoice showing Goods'/ service' description, quantity, unit price, and total amount;
- ii. Original and four copies of the Manufacturer's and/or Supplier's Warranty Certificate, where applicable;
- iii. Original (white copy) and scanned copy stored in CD/DVD/Flash Drive of the pre-numbered Inspection and Acceptance Report (IAR) and Delivery Receipt (DR) detailing number and description of items received and duly signed and dated by the Authorized Receiving Personnel (ARP).

For this purpose, the DepEd's Representative at the Project Site: **DepEd Central Office - MS. ALMA APANAY for the End-User Unit, and MS. MARITESS L. ABLAY for the Inspectorate Team** as designated by the Assistant Secretary for Procurement and Administration per D.O. 027 s. 2020.

### **Packaging**

As may be applicable for goods to be delivered and as may be indicated in the contract, the Supplier shall provide such packaging as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand, 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 of 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 of DepEd.

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 a conspicuous part of the outer packaging. If this is not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

## **Transportation**

Transport of the Goods shall be arranged by the Supplier, and related costs shall be included in the contract price.

DepEd accepts no liability for the damage of Goods during transit. Risk and title will not pass to DepEd until its receipt and final acceptance at the final destination, through its authorized receiving personnel.

## **Intellectual Property 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.

## **C. Schedule of Payment**

1. Forwarder's services shall be on a credit term.
2. Bill payments shall be on a monthly basis and in accordance with the DBM Circular No. 2018-14 "Updated Guidelines in the Implementation of the Modified Direct Payment Scheme (MPDS) Due Creditors/Payees of All National Government Agencies (NGAs)" and subject to the usual accounting rules, regulations and procedures.
3. Complete submission of the following documents for bill processing:
  - Charge Invoice or statement of account duly signed by authorized forwarder's representative.
  - Summary of bills to be collected, duly signed by authorized forwarder's representative with the following information:
    - air way bill number or consignment number
    - pick-up date
    - printed name of recipient
    - date of receipt
    - weight of mails and amount of charges
4. Late submission after thirty (30) days of the above-mentioned documents will not be entertained to avoid deadlines, rush preparation and processing of bills and year end closing of books of accounts.

The agreed deliverables and schedule should be met for the period of twelve (12) months upon receipt of the NTP or until the fund for this purpose is exhausted/utilized, whichever is earlier, unless sooner terminated by any of the two parties upon thirty (30) days advance written notice, subject to the requirements of RA No. 9184 otherwise known as the "Government Procurement Reform Act" and its Implementation of Rules and Regulations.

## **D. Inspections**

### **Pre-delivery**

Where applicable for goods to be delivered, pre-delivery inspections shall be conducted by DepEd thru the duly designated Inspectorate Team. The said inspections shall be made upon notice to the DepEd of the readiness of the goods for inspection.

**VI. SCHEDULE OF REQUIREMENTS** as indicated in **Annex "B"**.

**VII. SCOPE OF SERVICES** as indicated in **Annex "C"**.

**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 required 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 scope of services and other terms and conditions stated herein.

The RFQ Form must be duly signed and accomplished, either 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.

6. 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 "B"**); (ii) Scope of Services (**Annex "C"**); and (iii) Financial Proposal (**Annex "D"**) otherwise, non-submission of which shall result to automatic disqualification of proposal. The proponent should not need to fill out the attached Memorandum of Agreement (MOA) under **Annex "E"**.

7. Proponent requiring any clarifications of the Request for Quotation Document may refer to:

The Chairperson  
Acquisitions Committee  
Department of Education  
Room M-511, 5<sup>th</sup> Floor, Mabini Bldg.,  
DepEd Complex, Meralco Avenue, Pasig City  
Tel Nos. 8633-9343 / 8636-6542  
depedcentral.bacsecretariat@deped.gov.ph  
Look for: Theo Jeremiah C. Baguio (Project in Charge)

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



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

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 Acquisitions Committee (AC), the Technical Working Group, and the AC 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 Acquisitions Committee (AC), the Technical Working Group, and the AC 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 Acquisitions Committee (AC), the Technical Working Group, and the AC 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.

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

*[Jurat]*

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

**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.

Lot No.	Description	Delivery Period
1	<p align="center"><b>Procurement Service Provider for Mailing Services of DepEd Central Office</b></p>	<p>Within <i>twelve (12)</i> months upon receipt of the NTP or until the fund for this purpose is exhausted/utilized, whichever is earlier, unless sooner terminated by any of the two parties upon thirty (30) days advance written notice, subject to the requirements of RA No. 9184 otherwise known as the "Government Procurement Reform Act" and its Implementation of Rules and Regulations</p>

**A. Delivery Schedule**

Complete delivery of the services shall be made within **Twelve (12) months** from the receipt of the Notice to Proceed (NTP), or until the fund for this purpose is exhausted/utilized, whichever is earlier, unless sooner terminated by any of the two parties upon thirty (30) days advance written notice, subject to the requirements of RA No. 9184 otherwise known as the "Government Procurement Reform Act" and its Implementation of Rules and Regulations, in coordination with DepEd AS-RD.

**B. Project Site**

Goods/Services shall be delivered to **DepEd Central Office, Meralco Avenue, Pasig City.**

**C. Delivery and Receiving Instructions**

The Supplier shall observe the following instructions:

- 1) Goods/Services as specified in this Schedule of Requirements and/or Scope of Services shall be delivered only to the address indicated herein.
- 2) The Courier Staff shall pick up documents or packages at the office of the Records Division, Administrative Service, DepEd Central Office, Pasig City . The Records Division staff shall place the sealed envelope in a plastic pouch provided by the official courier. A transmittal list shall be prepared to be received by the Courier staff upon pick-up. The Courier will assume the responsibility of the received DepEd Documents.
- 3) Delivery of documents, packages, boxes or other items shall be within 24 hours or next day delivery from pick- up time.
- 4) Daily official pick-up of documents or packages is between 3:00 to 4:00 PM.

**D. Evaluation of Quotations**

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

- 1) Completeness of Submission
- 2) Compliance with Scope of Services
- 3) Price-Lowest Unit Cost

Statement of Compliance

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 Contract 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.

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Name and Signature of Provider's Authorized Representative

## Scope of Services

Lot No.	Description	Scope of Services	Bidder's Statement of Compliance	Bidder's Actual Offer
1	<p style="text-align: center;"><b>Procurement Service Provider for Mailing Services of DepEd Central Office</b></p>	<p><b>A. Obligation of the Official Forwarder</b></p> <ol style="list-style-type: none"> <li>1. The Courier Staff shall pick up documents or packages at the office of the Records Division, Administrative Service, DepEd Central Office, Pasig City. The Records Division staff shall place the sealed envelope in a plastic pouch provided by the official courier. A transmittal list shall be prepared to be received by the Courier staff upon pick-up. The Courier will assume the responsibility of the received DepEd Documents.</li> <li>2. Delivery of documents, packages, boxes or other items shall be within 24 hours or next day delivery from pick-up time.</li> <li>3. The official pick-up of documents or packages is three times a week or as the need arises between 3:00 to 5:00 PM.</li> <li>4. The Records Division will give the complete name, address and weight of letters shall be written in the air way bill receipts or consignment note.</li> <li>5. A copy of official receipt containing the tracking number, proof of receipt &amp; Billing Receipts such as addressee, name of receiving person, weight &amp; amount of services, shall be submitted to the Records Division within the following pick-up day for monitoring and records and payment purposes.</li> <li>6. Forwarder shall be responsible for the lost, pilferage or damaged items while on shipment in transit.</li> <li>7. Coverage of at least 80% serviceable area (cities and municipalities) of the entire nation and submission of listings of their serviceable areas is a must.</li> <li>8. Report undelivered documents (RTS) through phone, email, text and return immediately to the Records Division with the complete report or reason of failed delivery.</li> <li>9. Provide a hotline number, name of responsible personnel or website for immediate tracking of DepEd mail deliveries.</li> <li>10. Tracking Log Updating</li> </ol>		

		<p>11. The Courier must update the tracking information of the parcels in their tracking site. The whereabouts of the mails may be traced</p> <p><b>B. Duration of the Contract</b></p> <p>- This Contract shall immediately take effect upon its execution and shall remain effective for a period of 12 months starting from the receipt of Notice to Proceed (NTP), or until the fund for this purpose is exhausted/utilized, unless sooner terminated by any of the two parties upon thirty (30) days advance written notice, subject to the requirements of RA No. 9184 otherwise known as the "Government Procurement Reform Act" and its Implementation of Rules and Regulations.</p> <p><b>C. Bills Payment</b></p> <p>(Please refer Schedule of Payment)</p>		
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**STATEMENT OF COMPLIANCE**

I hereby commit to provide the above specified requirements in compliance with the Scope of Services for the Project: **Procurement Service Provider for Mailing Services of DepEd Central Office**

\_\_\_\_\_  
**Name and Signature of Authorized representative**

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

**ANNEX "D"**

<b>Lot No.</b>	<b>Description</b>	<b>Months</b>	<b>Monthly Payment (Php)</b>	<b>Price Ceiling (Php)</b>	<b>Supplier's Offer (state brand, model, make and specifications)</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>1</b>	<b>Procurement of Service Provider for the Mailing Services of DepEd Central Office</b>	<b>12</b>	<b>PhP41,666.66</b>	<b>500,000.00</b>			
<b>TOTAL ABC</b>			<b>Php500,000.00</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 Twelve (12) months from the date of receipt of the NTP or the date indicated in the NTP or until the fund for this purpose is exhausted/utilized, unless sooner terminated by any of the two parties upon thirty (30) days advance written notice, subject to the requirements of RA No. 9184 otherwise known as the "Government Procurement Reform Act" and its Implementation of Rules and Regulations.

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:



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

*DepEd Complex, Meralco Avenue, Pasig City  
 Trunk Line (02) 632-13-61, Website*



**PROJECT:** Procurement of Service Provider for the Mailing Services for DepEd Central Office

**MOA NO.:** 2021-AdmS6(002)-AC-NPSVP-056d

**MEMORANDUM OF AGREEMENT (MOA)**

**THIS Agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 by and between:

**DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by \_\_\_\_\_, as per DepEd Order No. 008, s. 2021, as amended by DO No. 023, s. 2021, (hereinafter referred to as the "**DEPED**"); and \_\_\_\_\_, is a courier company, with office address at \_\_\_\_\_, Philippines represented herein by its \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "\_\_\_\_\_").

**DEPED** and \_\_\_\_\_ are collectively called "**Parties.**"

*WITNESETH: That*

**WHEREAS, DEPED** through the Administrative Service – Records Division (AS-RD), is in need of a logistics provider or courier to handle, transport, deliver, forward and/or retrieve mails, parcels and documents of **DEPED**, to and from various parts of the Philippines;

**WHEREAS**, Section 53.9 and Annex "H" of the Republic Act (R.A.) 9184 and its revised Implementing Rules and Regulations (IRR) provide that Negotiated Procurement – Small Value of Procurement Arrangement may be resorted to for the procurement of goods or services as alternative mode of procurement;

**WHEREAS, DEPED**, through the Administrative Service-Records Division, and pursuant to the approved Resolution to Award No. **2021-AdmS6(002)-AC-NPSVP-056d** dated \_\_\_\_\_, engages the services of \_\_\_\_\_ for the procurement of mailing services for DepEd Central Office.

**NOW, THEREFORE, PREMISES CONSIDERED**, the Parties hereby agree as follows:

**I. CONTRACT DOCUMENTS**

1. Resolution to Award No. **2021-AdmS6(002)-AC-NPSVP-056d** dated \_\_\_\_\_ and all its attachments;
2. Notice of Award;



### 3. Scope of Services.

## II. DURATION OF ENGAGEMENT

This Agreement shall be in force and effect for the duration of twelve (12) months upon receipt of the NTP or until the fund for this purpose is exhausted/utilized, whichever is earlier, unless sooner terminated by any of the two parties upon thirty (30) days advance written notice, subject to the requirements of RA No. 9184 otherwise known as the "Government Procurement Reform Act" and its Implementation of Rules and Regulations.

## III. DUTIES AND RESPONSIBILITIES

### A. Of DEPED:

1. Prepare the parcels to be mailed prior to scheduled pick-up and pack each document, seal and with label; and
2. Pay \_\_\_\_\_ the amount that corresponds to the actual services availed of by the **DEPED**.

### B. Of \_\_\_\_\_:

1. The Courier Staff shall pick up documents or packages at the office of the Records Division, Administrative Service, DepEd Central Office, Pasig City . The Records Division staff shall place the sealed envelope in a plastic pouch provided by the official courier. A transmittal list shall be prepared to be received by the Courier staff upon pick-up. The Courier will assume the responsibility of the received DepEd Documents;
2. Delivery of documents, packages, boxes or other items shall be within 24 hours or next day delivery from pick-up time;
3. The official pick-up of documents or packages is three times a week or as the need arises between 3:00 to 5:00 PM;
4. The Records Division will give the complete name, address and weight of letters shall be written in the air way bill receipts or consignment note;
5. A copy of official receipt containing the tracking number, proof of receipt & Billing Receipts such as addressee, name of receiving person, weight & amount of services, shall be submitted to the Records Division within the following pick-up day for monitoring and records and payment purposes
6. Forwarder shall be responsible for the lost, pilferage or damaged items while on shipment/in transit;
7. Coverage of at least 80% serviceable area (cities and municipalities) of the entire nation and submission of listings of their serviceable areas is a must;
8. Report undelivered documents (RTS) through phone, email, text and return immediately to the Records Division with the complete report or reason of failed delivery;
9. Provide a hotline number, name of responsible personnel or website for immediate tracking of DepEd mail deliveries;

10. Tracking Log Updating;

11. The Courier must update the tracking information of the parcels in their tracking site. The whereabouts of the mails may be traced

**IV. FORCE MAJEURE**

1. \_\_\_\_\_ shall not be liable for delay, losses, payment of liquidated damages, termination of the contract by reason of default, rescission, or cancellation of contract, as may be applicable, if such failure in the performance of its obligations under this contract is the result of a force majeure or an event which \_\_\_\_\_ could have not foreseen, or although foreseen, is inevitable. It shall not, however, include ordinary unfavorable weather conditions, and any other cause the effect of which could have been avoided with the exercise of reasonable diligence by \_\_\_\_\_.
2. Force majeure may include acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, earthquake, accident, labor disputes, default of common carrier and any other analogous causes.
3. The liability of \_\_\_\_\_ for any loss, theft, and or damage to **DEPED** domestic deliveries and such other similar circumstances shall be governed by the pertinent provisions of the Civil Code of the Philippines and other relevant laws. \_\_\_\_\_ shall notify **DEPED** immediately upon discovery of such loss, theft or delay, damage and other analogous circumstances.
4. In case \_\_\_\_\_ encounters any of the situations above-mentioned and/or condition(s) impeding timely performance of services under this Agreement, \_\_\_\_\_ shall immediately notify **DEPED** in writing of such situation(s) or condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done as soon as circumstances providing justification for such requests have become apparent. \_\_\_\_\_ must provide sufficient proof to support any request for work suspension and/or contract delivery period extension.

**V. PAYMENT**

**DEPED** shall pay, subject to government accounting and auditing rules and regulations, the services of \_\_\_\_\_ in the amount of **PHILIPPINE PESOS \_\_\_\_\_ THOUSAND and 00/100 (PHP \_\_\_\_\_) ONLY**, inclusive of VAT;

1. Forwarder's services shall be on a credit term.
2. Bill payments shall be on a monthly basis and in accordance with the DBM Circular No. 2018-14 "Updated Guidelines in the Implementation of the Modified Direct Payment Scheme (MPDS) Due Creditors/Payees of All National Government Agencies (NGAs)" and subject to the usual accounting rules, regulations and procedures.
3. Complete submission of the following documents for bill processing:
  - Charge Invoice or statement of account duly signed by authorized forwarder's representative.

- Summary of bills to be collected, duly signed by authorized forwarder's representative with the following information:
    - air way bill number or consignment number
    - pick-up date
    - printed name of recipient
    - date of receipt
    - weight of mails and amount of charges
4. Late submission after thirty (30) days of the above-mentioned documents will not be entertained to avoid deadlines, rush preparation and processing of bills and year end closing of books of accounts.

## **VI. DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE**

\_\_\_\_\_ acknowledges that this Agreement is dependent on the trust and confidence reposed on it by **DEPED**. It also acknowledges that, in the course of carrying out the duties under this Agreement, it may receive documents, or become privy to confidential matters and/or sensitive discussions with or between **DEPED** officials (the "Confidential Information"). Accordingly, it shall comply with the relevant provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations and other pertinent circulars of the National Privacy Commission. \_\_\_\_\_ shall not use any confidential information, or make copy, record, duplicate any document or reduce it into writing, without the prior written consent of **DEPED**, acquired during the term of this agreement, unless otherwise provided by law.

## **VII. AMENDMENTS**

All amendments to this Agreement shall be made in writing and signed by the duly authorized representatives of the Parties, subject to the requirement for contract amendment under Republic Act No. 9184 and its revised Implementing Rules and Regulations (IRR).

## **VIII. MISCELLANEOUS**

**DEPED** shall have the right to engage the services of other service providers, at any time at its sole discretion, for records that have not been referred to \_\_\_\_\_.

**DEPED** reserves the right to amend any of the above terms and conditions upon written notice to \_\_\_\_\_. Such changes shall become effective and binding upon \_\_\_\_\_ in the event it does not object or reply to such written notice within a period of ten (10) days from \_\_\_\_\_'s receipt of said notice.

## **VIII. LIQUIDATED DAMAGES**

\_\_\_\_\_ shall be liable for the damages for the delay in its performance of services within the period specified in this Agreement and under applicable law, and deduct from the contract price as liquidated damages an amount equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to \_\_\_\_\_, or collect from any of the securities posted by \_\_\_\_\_, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind the Contract without prejudice to other causes of action and remedies open to it.

**IX. SETTLEMENT OF DISPUTES**

The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

*SIGNED, SEALED AND DELIVERED BY:*

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

\_\_\_\_\_  
\_\_\_\_\_

*SIGNED IN THE PRESENCE OF:*

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

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

*CERTIFIED FUNDS AVAILABLE:*

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

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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_,  
Philippines, this \_\_\_\_ day of \_\_\_\_\_ 2021 personally appeared:

<b>NAME</b>	<b>GOVERNMENT ISSUED ID</b> <i>(Number, Issued On, Issued By)</i>
_____ DEPED	
_____	
_____	
_____	

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

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

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

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2021.

**NOTARY PUBLIC**