



Republic of the Philippines
Department of Education

Procurement Management Service

ACQUISITIONS COMMITTEE

Request for Quotation (RFQ)

Reference No.:	2022-OSEC1(010)-AC-NPSVP-003
End-user Unit:	OFFICE OF THE SECRETARY (OSEC)
Due date:	APRIL 12, 2022
If further information is required, please contact:	OFFICE OF THE SECRETARY (OSEC) Contact No# 8633 - 7208 / 8633 - 7228 / 8632 - 1316


APRIL 9, 2022

To: All Prospective Proponents

1. The **Department of Education**, through its **Acquisitions Committee (AC)**, requests price quotation for the project **Procurement of Meals and Snacks for the General Assembly** particularly described and detailed in the **Project Reference**, hereto attached as **Appendix "A"**.
2. Said quotation shall be received on or before **10:00 A.M. on April 12, 2022** 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** provided as Item V of the Project Reference. The terms and conditions provided under the General Conditions of Contract of Procurement of Goods and Services under the Philippine Bidding Documents as may be applicable, as well as the provisions of the IRR of R.A. 9184 are deemed to be read into this project.
 - 3.2. The **Schedule of Requirements**, as indicated in Item VI of the Project Reference; and
 - 3.3. The **Technical Specifications** which lists the details of the requirements, as indicated in Item VII of the Project Reference.
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 in order to show its legal capacity, and technical and financial capability to undertake the contract. Non-submission of any of the documents shall be a ground for post-disqualification.

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 ONE MILLION and 00/100(PhP1,000,000.00)**. 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 Meals and Snacks for the General Assembly

II. PROJECT OWNER:

Department of Education – **Office of the Secretary (OSEC)**

III. OBJECTIVE:

To procure the project *Procurement of Meals and Snacks for the General Assembly* 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 P500K**) (Annual Income Tax Returns of the preceding tax year); and
- (v) Business Tax Returns (**For ABCs above P500K**) (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 Technical Specifications as indicated in **Annex "C"**.

Upon delivery of the Goods/Equipment to the Delivery Site, the Supplier shall

notify DepEd thru OSEC 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. CATHERINE C. YUMPING 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

100% Payment shall be within 30 calendar days upon complete receipt of goods and documentary requirements following accounting rules and regulations.

Supplier may submit a request for payment based on the Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized DepEd representative, that the items have been delivered and/or properly installed and commissioned in accordance with the contract.

Delivery documents as may be subsequently prescribed by DepEd shall be provided by the Supplier.

(NOTE: The Supplier must furnish copy of the above-mentioned documents to the End-user [(OSEC)] and the Contract Management Division of the Procurement Management Service, Central Office.

Payments shall be subject to the “**Warranty**” provision in the form of either retention money in an amount equivalent to at least 3% of every progress payment, or a special bank guarantee in the amount equal to at least 3% of the Contract Price required in Section 62 of RA 9184 and its IRR.

The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows:

Advance Payment

An 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. An irrevocable letter of credit or bank guarantee of an equivalent amount must be submitted, and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

The **initial progress payments**, shall be paid to the Supplier upon a minimum of 25% delivery and acceptance of the Goods.

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.

All progress payments shall first be charged against the advance payment until the latter have been fully recouped.

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. TECHNICAL SPECIFICATIONS 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 minimum technical specifications 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) Technical Specifications (**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 Purchase Order (PO) 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, 5th Floor, Mabini Bldg.,
DepEd Complex, Meralco Avenue, Pasig City
Tel Nos. 8633-9343 / 8636-6542
depcentral.bacsecretariat@deped.gov.ph
Look for: Daisy E. Adriatico (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	Description	Quantity	Unit of Measure	Delivery Period Quantity
1	<i>Procurement of Meals and Snacks for the General Assembly</i> Individually packed lunch and snacks for DepEd Central Office employees	2,000	<u>sets</u>	On actual date of event in June 2022 to be later determined by the End-User

A. Delivery Schedule

Complete delivery of *Procurement of Meals and Snacks for the General Assembly* shall be made on actual date of event in June 2022 to be later determined by the End-User.

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 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 2:00 P.M. The Receiving Personnel reserves the right to refuse to receive/accept delivered Goods made before 8:00 A.M. or after 2:00 P.M., and on non-working days.
- 4) The Supplier shall coordinate with DepEd Administrative Service- Asset Management Division for purposes of Inspection and Acceptance.

D. 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

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.

Name and Signature of Provider's Authorized Representative

Technical Specifications

General Specifications

Procurement of Meals and Snacks for General Assembly
--

Detailed Technical Specification

Lot No.	Description	Specification	Bidder's Statement of Compliance	Bidder's Actual Offer
1	Procurement of Meals and Snacks for General Assembly	Target No. of pax: 2,000		
		Functional: Individually packed Lunch & PM Snacks		
		For Lunch: Two (2) viands of meat		
		One (1) viand of vegetables		
		One (1) serving of rice		
		One (1) serving of dessert		
		One (1) bottled cold drink (Soda, Juice or Tea)		
		For Snacks: Choice of snacks to be offered by the caterer/service provider		
		One (1) bottled cold drink (Soda, Juice or Tea)		
		Provision of at least four (4) service crew to provide assistance to the DepEd team during distributing the meals; and		
Service Provider/Caterer shall ensure that meals arrive at the delivery site at least two (2) hours before the start of the event.				

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specification for the Project: **Procurement of Meals and Snacks for the General Assembly**.

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"

Lot No.	Description	Qty	Unit Price Ceiling (Php)	Price Ceiling (Php)	Supplier's Offer (state brand, model, make and specifications)	Unit Price	Total Price
1	Procurement of Meals and Snacks for the General Assembly	2,000 sets	500.00	1,000,000.00			
TOTAL ABC				PHp1,000,000.00		Total Price Offer	
Total Price Offer (in words)							

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 on actual date of event in June 2022 to be later determined by the End-User.

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:



PURCHASE ORDER

Supplier : _____	P.O. No. : _____
Address : _____	Date : _____
	NP-SVP
Email Address : _____	Mode of Procurement : <u>Office of the Secretary</u>
Telephone Nos. : _____	End-User : <u>(OSEC)</u>
TIN : _____	

Gentlemen:

Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery : DepEd Central Office Delivery Term : on actual date of event in June to be later determined by the End-User

Date of Delivery : On actual date of event in June to be later determined by the End-User Payment Term : (see Terms and Conditions)

Project Title: **Procurement of Meals and Snacks for General Assembly**

DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL PRICE (IN PHP)
Individually packed Lunch & PM Snacks	sets	2,000		
For Lunch: Two (2) viands of meat One (1) viand of vegetables One (1) serving of rice One (1) serving of dessert One (1) bottled cold drink (Soda, Juice or Tea)				
For Snacks: Choice of snacks to be offered by the caterer/service provider One (1) bottled cold drink (Soda, Juice or Tea)				
Provision of at least four (4) service crew to provide assistance to the DepEd team during distributing the meals; and				
Service Provider/Caterer shall ensure that meals arrive at the delivery site at least two (2) hours before the start of the event				
TOTAL				PHP

and 00/100 Pesos Only

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,

JUAN VALERIANO RESPECIO IV
Assistant Secretary
Special Concerns
Department of Education

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. 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.
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. Supplier 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.

(Note: Supplier must furnish copy of the above-mentioned documents to DepEd Accounting, End-user, and Contract Management Division of the Procurement Management Service, Central Office).

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

Final payment shall constitute release of the retention money in case of expiry of the warranty period, or in case of use in part of the retention money by reason of a call upon the warranty, the final payment shall constitute release of the balance amount.

Advance Payment

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.

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

Conforme:

Signature over printed name of Supplier

Date