Republic of the Philippines

Department of Education

Procurement Management Service

ACQUISITIONS COMMITTEE

Request for Quotation (RFQ)

Reference No.:	**2022c-ProcMS3(001)-AC-NPSVP-013**
End-user Unit:	**PROCUREMENT MANAGEMENT SERVICE – BAC SECRETARIAT DIVISION (ProcMS – BACSD)**
Due date:	**June 15, 2022**
If further information is required, please contact:	**PROCUREMENT MANAGEMENT SERVICE – BAC SECRETARIAT DIVISION (ProcMS – BACSD) Contact No. 8633 - 9343**

June 10, 2022

To: All Prospective Proponents

1. The **Department of Education,** through its **Acquisitions Committee (AC),** requests price quotation for the project ***Purchase of 4 units 9-Door Steel Locker Cabinet*** 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 June 15, 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 IRRof 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.

Room M-511, 5th Floor, Mabini Building, DepEd Complex, Meralco Avenue, Pasig City 1600
Telephone No.: (02) 8633-9343; 8636-6542
Email Address: depedcentral.bacsecretariat@deped.gov.ph

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 FIFTY-NINE THOUSAND, SIX HUNDRED and 00/100(PhP59,600.00).*** 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 aforementionedclosing 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:

_____

Appendix "A"

PROJECT REFERENCE

I. PROJECT TITLE:

Purchase of 4 units 9-Door Steel Locker Cabinet

II. PROJECT OWNER:

Department of Education –
Procurement Management Service – BAC Secretariat Division (ProcMS – BACSD)

III. OBJECTIVE:

To procure the project ***Purchase of 4 units 9-Door Steel Locker Cabinet*** 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);
(v) Business Tax Returns (**for ABCs above Php500K**) (Value Added Tax or Percentage Tax Returns covering the previous six months); and
(vi) One (1) sample of the 9-Door Steel Locker Cabinet is to be submitted by the bidder to check compliance with the technical specifications; the replacement of the sample shall not be allowed.

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 todeliver 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 IRRagainst 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 bythe 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 theStandards 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 ProcMS-BACSD 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 Driveof the pre-numbered Inspection and Acceptance Report (IAR) andDelivery 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. RAQUEL S. FAMILARA for the End-User Unit, and 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.

C. Schedule of Payment

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 thecontract; and (ii) Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized DepEd representative, that the items have been deliveredand/or properly installed and commissioned in accordance with the contract.

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

(NOTE: The Supplier must furnish copy of the above-mentioned documents to the End-user [(ProcMS-BACSD)] 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 1% of every progress payment, or a special bank guarantee in the amount equal to at least 1% 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. The Disbursement Voucher, Certificate of Final Acceptance and Request for Final Payment shall be required for the release of the retention money.

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.

Delivery

Upon delivery to the site, post-delivery-inspection for goods that is to be conducted by the CO Inspectorate Team at no extra cost to the Procuring Entity.

E. **Warranty**

The warranty period for manufacturing defects shall be one (1) year after acceptance of the delivered goods.

The obligation for the warranty shall be covered by retention money in the amount equal to at least 1% of full payment.

The Supplier shall correct manufacturing defects, repair or replace the defective Goods or parts without cost to the Procuring Entity within five (5) calendar days upon receipt of the Notice to the End-User.

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 followingattached 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 Documentmay 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
   depedcentral.bacsecretariat@deped.gov.ph
   Look for: Jelly Anne Therese A. Dioso (Project in Charge)

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

ANNEX "A"

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 residingat *[Address of Affiant]*, after having been duly sworn in accordance with law, dohereby 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 ofthe 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 Powerof Attorney, whichever is applicable;)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding bythe 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 biddingrequirements 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 ofthe 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), theTechnical Working Group, and the AC Secretariat, the head of the Project Management Office or the end- user unit, and the projectconsultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws andstandards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine BiddingDocuments, 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 thecontract 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, anycommission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of thegovernment in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to performor 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 theduty 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]

ANNEX "B"

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	Quantity	UOM	Delivery Period
1	Purchase of 4 units 9-Door Steel Locker Cabinet	4	Units	within Thirty (30) calendar days to commence within three (3) calendar days from the date of receipt of the NTP or from the date indicated in the NTP

A. Delivery Schedule

Complete delivery of the items shall be made within Thirty (30) calendar days to commence within three (3) calendar days from the date of receipt of the NTP or from the date indicated in the NTP therein, in coordination with DepEd ProcMS-BACSD.

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 9:00 A.M. to 3:00 P.M. The Receiving Personnel reserves the right to refuse to receive/accept delivered Goods made before 9:00 A.M. to 3:00 P.M., and on non-working days.
4) The Supplier shall coordinate with DepEd Administrative Service- Asset Management Division forpurposes 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

ANNEX "C"

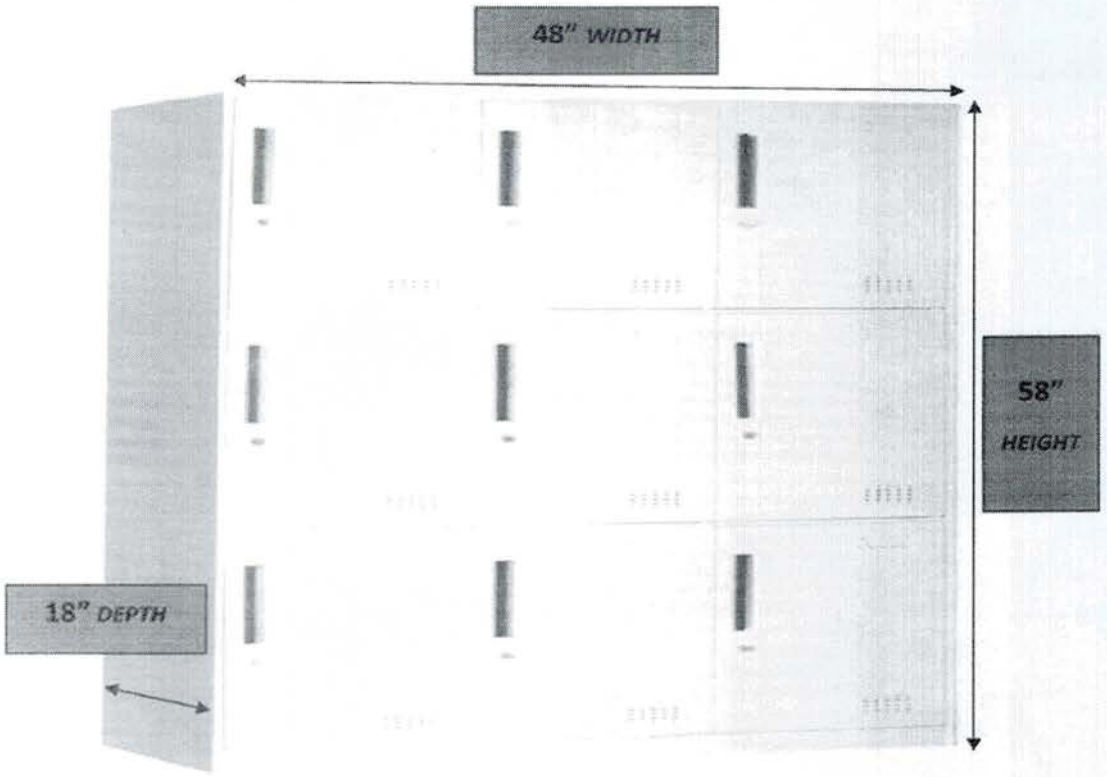
Technical Specifications

General Requirements/Specifications:

1. The item must be stable and of good quality.
2. All parts are tightly connected with each other and become an inseparable whole part.

Detailed Technical Specifications

Lot No.	Description	Specification	Bidder's Statement of Compliance	Bidder's Actual Offer
1	**Purchase of 4 units 9-Door Steel Locker Cabinet**	**Functional Specifications:** To keep personal files and valuable things of BAC Secretariat personnel.		
		Performance Specifications: 9-Door Steel Locker Cabinet, All Metal with Built-in Lock Mechanism.		
		Design:		
		Materials:		
		9 Door Locker		
		All Metal		
		Built-in Lock Mechanism (Provision for padlock)		
		Name Card Holders		
		Air Ventilation		
		Dimensions:		
		Height 58" X Width 48" X Depth 18"		
		Finish:		
		Powder Coated / Beige in Color		



STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Purchase of 4 units 9-Door Steel Locker Cabinet.**

_____

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	Quantity	Unit Price Ceiling (Php)	Price Ceiling (Php)	Supplier's Offer(state brand, model, make and specifications)	Unit Price	Total Price
1	**Purchase of 4 units 9-Door Steel Locker Cabinet**	4 Units	14,900.00	59,600.00			
TOTAL ABC		**Php59,600.00**		**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, within Thirty (30) calendar days to commence within three (3) calendar days from the date of receipt of the NTP or from the date indicated in the 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 "E"

REPUBLIC OF THE PHILIPPINESDEPARTMENT OF EDUCATION
DepEd Complex, Meralco Avenue, Pasig City

PURCHASE ORDER

Supplier :
Address :
Email Address :
Telephone Nos. :
TIN :

P.O. No. :
Date :
Mode of Procurement : NP-SVP
End-User : ProcMS-BAC Secretariat Division

Gentlemen:

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

Place of Delivery : DepEd Central Office
Delivery Term : Within thirty (30) calendar to commence within three (3) calendar days from date of receipt of the NTP or from the date indicated in the NTP
Date of Delivery : Within thirty (30) calendar days to commence within three (3) calendar days from date of receipt of the NTP or from the date indicated in the NTP
Payment Term : (see Terms and Conditions)

Project Title: **Purchase of 4 units 9-Door Steel Locker Cabinet**

DESCRIPTION		UNIT	QTY.	UNIT COST	TOTAL PRICE (IN PHP)
4 units 9-Door Steel Locker Cabinet	**A. General Specifications:** 1. The item must be stable and of good quality. 2. All parts are tightly connected with ead1 other and become an inseparable whole part. **Functional Specifications:** To keep personal files and valuable things of BAC Secretariat personnel. **Performance Specifications:** 9-Door Steel Locker Cabinet, All Metal with Built-in Lock Mechanism. **B. Detailed Technical Specifications:** **Design:** **Materials:** 9 Door Locker, All Metal, Built-in Lock Mechanism (Provision for padlock), Name Card Holders and with Air Ventilation **Dimensions:** Height 58" X Width 48" X Depth 18" **Finish:** Powder Coated/ Beige in Color	units	4		
	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,

Atty. SALVADOR C. MALANA III
Assistant Secretary
Procurement and Administration
Department of Education

Conforme:
Signature Over Printed Name of Supplier

Date

Funds Available:

OR No. :
Amount :

SAMPLE

TERMS AND CONDITIONS

1. Supplier shall be responsible for the source(s) of its goods/items/materials/equipment and shall make deliveries in accordance with the delivery time, place of delivery, descriptions and specifications provided by the award or purchase order (PO). Failure by the Supplier to comply with the same shall be a ground for cancellation of the award or PO issued and for issuance of a new PO in favor of the next lowest calculated responsive bid at the Procuring Entity's option.

2. Supplier shall personally claim the issued purchase order(s) within three (3) days after receipt of notice to that effect. A fax transmission or electronic mail sent to the Supplier shall constitute an official notice. Thereafter, if the PO remains unclaimed, the said PO shall be cancelled.

3. Subject to the provisions of the preceding paragraph, where Supplier had claimed the purchase order but failed to deliver the required goods within the delivery time provided in the PO, Supplier shall be charged of liquidated damages (LD). The amount of LD, deductible from payments due to Supplier, shall be one tenth of one percent (0.1%) of the total price of the undelivered goods in the PO for every day of delay. Once the accumulated amount of LD reached 10% of the amount of PO, the Procuring Entity shall rescind the PO without prejudice to other courses of actions available to the Procuring Entity under RA 9184 and its IRR, and other laws.

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

5. 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 or items shall be for the account of the Supplier.

6. All Suppliers shall be precluded from delivering substitute goods or items. Rejected deliveries shall be construed as non-delivery of goods or items so ordered and shall be subject to imposition of LD and rescission of the PO as prescribed in paragraph 3 hereof.

7. Supplier shall guarantee its deliveries to be free from defects and shall commit a one (1) year warranty commencing from the time of acceptance. Any defective goods or items that may be discovered by the Procuring Entity within the warranty period shall be replaced by the Supplier within five (5) calendar days upon receipt of a written notice to that effect. Cost of replacement of defective goods or items shall be solely for the account of the Supplier.

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 duties, excise and other taxes and revenue charges, if any, shall be for the Supplier's account.

10. 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.

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

Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from the signing of the PO. An Irrevocable Letter of Credit of Bank Guarantee of an equivalent amount, which shall remain valid until the goods are delivered, must be submitted and accompanied by a claim for advance payment.

Supplier shall submit a billing statement and attach thereto the following: (i) quantities of goods or items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract; and (ii) Inspection and Acceptance Reports (IARs), including certification by Supplier, as approved by the duly authorized DepEd representative, that the goods or items have been delivered in accordance with the PO and Contract.

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

Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least 1% of every progress payment, or a special bank guarantee in the amount equal to at least 1% of the Contract Price required in Section 62 of RA 9184 and its IRR.

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

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

Final payment shall consist of the retention money to be released at the expiration of the warranty period, or its remaining amount, after it has been utilized pursuant to the warranty provision.

11. All payments are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.

Conforme:

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Signature over printed name of Supplier

Date