



Republic of the Philippines  
**Department of Education**

Procurement Management Service

ACQUISITIONS COMMITTEE

**Request for Quotation (RFQ)**

Reference No.:	2022c-AdmS4(006)-AC-S-017
End-user Unit:	ADMINISTRATIVE SERVICE – EDUCATION FACILITIES DIVISION (AS – EFD)
Due date:	June 22, 2022
If further information is required, please contact:	ADMINISTRATIVE SERVICE – EDUCATION FACILITIES DIVISION (AS – EFD) Contact Nos. 8633-7263/8638-7110/8636-4877

June 16, 2022

To: All Prospective Proponents

1. The **Department of Education**, through its **Acquisitions Committee (AC)**, requests price quotation for the project **Purchase of Office Supplies for the Education Facilities Division (EFD)** 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 22, 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 SIX HUNDRED TWENTY-THREE THOUSAND, ONE HUNDRED TWENTY-FIVE and 00/100 (PhP623,125.00)**. 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:**

*Purchase of Office Supplies for the Education Facilities Division (EFD)*

**II. PROJECT OWNER:**

Department of Education –  
**Administrative Service – Education Facilities Division (AS – EFD)**

**III. OBJECTIVE:**

To procure the project *Purchase of Office Supplies for the Education Facilities Division (EFD)* 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; and
- (ii) PhilGEPS Registration Number

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 "A"** and Technical Specifications as indicated in **Annex "B"**.

Upon delivery of the Goods/Equipment to the Delivery Site, the Supplier shall notify DepEd thru AS-EFD 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. EDNA P. BOLIMA for the End-User Unit, and 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.

## **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 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 [(AS-EFD)] 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 Certificate of No Claims against Warranty 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, inspection upon delivery by Item (100% inspection) 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 three (3) months 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 the Contract Price.



The Supplier shall correct manufacturing defects, repair or replace the defective Goods or parts without cost to the Procuring Entity within seven (7) calendar days upon receipt of the Notice to the End-User.

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

**VII. TECHNICAL SPECIFICATIONS** as indicated in **Annex "B"**.

**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 "A"**); (ii) Technical Specifications (**Annex "B"**); and (iii) Financial Proposal (**Annex "C"**) 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 "D"**.

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

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



### 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	Paper, Multicopy, A3 size, 70gsm	137	Ream	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
	PAPER, Multi-Purpose (COPY) A4,70 gsm	1400	Ream	
	Toner Cart, Brother, TN 3448 black [for printer]	15	Cart	
	TONER CART, SAMSUNG MLT-D203L, Black [for printer]	12	Cart	
	Hp 85A	5	Cart	

#### 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 AS-EFD.

#### 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 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.

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Name and Signature of Provider's Authorized Representative



### Technical Specifications

#### General Requirements/Specifications:

1. The item must be branded and of good quality.
2. A certification from the brand and product manufacturer shall be provided confirming that the proposed brand and product parts will be available and serviceable for M least five (5) years after delivery and acceptance or the goods.
3. Imported products should pass international quality control product standards and have international quality control product markings such as CE, ISO, ASTM, ASQC, AFCIQ, ASQ, DGQ, EOQC, IQA, and the likes, while locally made products (Philippine-made) should pass the local quality control product standards and bear the PS mark.
4. All equipment and components must be of the required level of technology, OC\V, compliant with the requested specifications, responding to current quality standards in international markets, manufactured by reputable and consolidated international brands, reliable and entirely adequate for the intended purpose.

#### Detailed Technical Specifications

Lot No.	Description	Specification	Bidder's Statement of Compliance	Bidder's Actual Offer
1	Purchase of Office Supplies for the Education Facilities Division (EFD)	Paper, Multicopy, A3 size, 70gsm Quantity: 137 ream		
		PAPER, Multi-Purpose (COPY) A4, 70gsm Quantity: 1400 ream		
		Toner Cart, Brother, TN 3448 black [for printer] Quantity: 15 cart		
		TONER CART, SAMSUNG MLT-D203L, Black [for printer] Quantity: 12 cart		
		Hp 85A Quantity: 5 cart		

#### STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Purchase of Office Supplies for the Education Facilities Division (EFD)**.

\_\_\_\_\_  
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 "C"

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	Paper, Multicopy, A3 size, 70gsm	137 ream	525.00	71,925.00			
	PAPER, Multi-Purpose (COPY) A4,70 gsm	1400 ream	262.00	366,800.00			
	Toner Cart, Brother, TN 3448 black [for printer]	15 cart	6,987.00	104,805.00			
	TONER CART, SAMSUNG MLT-D203L, Black [for printer]	12 cart	4,620.00	55,440.00			
	Hp 85A	5 cart	4,831.00	24,155.00			
<b>TOTAL ABC</b>		<b>Php623,125.00</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 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:





## PURCHASE ORDER

Supplier : _____	P.O. No. : _____			
Address : _____	Date : _____			
Email Address : _____	Mode of Procurement : Shopping			
Telephone Nos. : _____	End-User : <u>AS-Education Facilities Division</u>			
TIN : _____				
Gentlemen: Please furnish this Office the following articles subject to the terms and conditions contained herein:				
Place of Delivery : <u>DepEd Central Office</u>	Delivery Term : 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			
Date of Delivery : <u>Within thirty (30) calendar days to commence within three (3) calendar days from the date receipt of the NTP or from the date indicated in the NTP</u>	Payment Term : (see Terms and Conditions)			
Project Title: <b>Purchase of Office Supplies for the Education Facilities Division (EFD)</b>				
DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL PRICE (IN PHP)
<b>Office Supplies for the Education Facilities Division (EFD)</b>  <b>A. General Specifications:</b> 1. The item must be branded and of good quality. 2. A certification from the brand and product manufacturer shall be provided confirming that the proposed brand and product parts will be available and serviceable for M least five (5) years after delivery and acceptance or the goods. 3. Imported products should pass international quality control product standards and have international quality control product markings such as CE, ISO, ASTM, ASQC, AFCIQ, ASQ, DGQ, EOQC, IQA, and the likes, while locally made products (Philippine-made) should pass the local quality control product standards and bear the PS mark. 4. All equipment and components must be of the required level of technology, OC\V, compliant with the requested specifications, responding to current quality standards in international markets, manufactured by reputable and consolidated international brands, reliable and entirely adequate for the intended purpose  <b>B. Detailed Technical Specifications:</b> 1. Paper, Multicopy, A3 size, 70gsm 2. PAPER, Multi-Purpose (COPY) A4, 70				
	ream	137		
	ream	1,400		

gsm				
3. Toner Cart, Brother, TN 3448 black [ for printer]	cart		15	
4. TONER CART, SAMSUNG MLT-D203L, Black [for printer]	cart		12	
5. Hp 85A	cart		5	

**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,

**ALAIN DEL B. PASCUA**  
Undersecretary  
Administration  
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 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 three (3) months 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 seven (7) 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. 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.

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

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

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.

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:

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

\_\_\_\_\_  
Date