

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:

July 27, 2022

If further information is

ADMINISTRATIVE SERVICE – EDUCATION FACILITIES

DIVISION (AS - EFD)

required, please contact:

Contact Nos. 8633-7263/8638-7110/8636-4877

July 21, 2022

To: All Prospective Proponents

 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 July 27, 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.

Page 1 of 14

Supplier's Business Name:		Т	IN:	
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 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.
- 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.

conditions, specimentions	
Received Copy:	James Ronald G. Ybiernas Chairperson, acquistions Committee
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).

- 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.
- Rejected deliveries shall be construed as non-delivery, and shall be replaced by the Proponent subject to liquidated damages for delayed deliveries.
- All duties, excise, and other taxes and revenue charges shall be paid bythe Proponent.
- 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:

Original and 4 copies of the Supplier's Invoice showing Goods'/ i. service' description, quantity, unit price, and total amount;

Original and four copies of the Manufacturer's and/or Supplier's ii.

Warranty Certificate, where applicable;

Original (white copy) and scanned copy stored in CD/DVD/Flash iii. Driveof 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.

Full payment

One hundred (100%) full payment upon complete delivery and acceptance. The Certificate of Final Acceptance shall be required upon complete delivery and acceptance of the goods.

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

- 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. Quotation that exceeds the ABC for the said lot shall be rejected. Quotation that exceeds the unit ceiling price for each item in the lot shall also be rejected.
- 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.
- 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 "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 Documentmay refer to:

The Chairperson
Acquisitions Committee
Department of Education
Room M-511, 5thFloor, 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 "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
	Paper, Multicopy, A3 size, 70gsm	137	Ream	within Thirty (30) calendar days to
Paper, Multicopy, A4 size, 70gsm		1400	Ream	commence within
Toner Cart, Brother, TN 3448 b	Toner Cart, Brother, TN 3448 black [for printer]	15	Cart	three (3) calendar days from the date
	Toner Cart, Samsung MLT-D203L, Black [for printer]	12	Cart	of receipt of the NTP or from the
	Hp 85A	5	Cart	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 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:

- Goods/Services as specified in this Schedule of Requirements and/or Technical Specifications shall be delivered only to the address indicated herein.
- 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.
- 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

Technical Specifications

Lot No.	Description	Specification	Bidder's Statement of Compliance	Bidder's Actual Offer
	Paper, Multicopy, A3 size, 70gsm			
		Quantity: 137 ream		
	Purchase of Office Supplies for the Education Facilities	Paper, Multicopy, A4 size, 70gsm		
		Quantity: 1400 ream		A Company of the Comp
		Toner Cart, Brother, TN 3448 black [for printer]		
		Quantity: 15 cart		
1		Toner Cart, Samsung MLT-D203L, Black [for		
		printer]		
Divisio	Division (EFD)	Quantity: 12 cart		
	Hj	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:		Т	'IN:	
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, Multicopy, A4 size, 70gsm	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			
	Нр 85А	5 cart	4,831.00	24,155.00			
TOTAL A	ABC	Phpe	523,125.00		Total Price Offer		
	ce 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 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:	



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

DepED

PURCHASE ORDER

				P.O. No.	
					· -
				Mode of Procurement	t : <u>Shopping</u>
				End-User	AS-Education Facilities <u>Division</u>
Please furnish this	Office the follo	owing articles subjec	t to the terms and con-	ditions contained herei	n:
	days to comm	anco within throo (?)) calandar days from	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
				Payment Term	: (see Terms and Conditions)
				rayment remi	
	UNIT		UNIT COST		TOTAL PRICE (IN PHP)
1. Paper, Multicopy, A3 size, 70gsm 2. Paper, Multicopy, A4	ream ream	137 1,400			
3. Toner Cart, Brother, TN 3448 black [for	cart	15	1		
4. Toner Cart, Samsung MLT-D203L, Black [for printer]	cart	12			
5. Hp 85A	cart		NI.		
		1017	aL.		Php
		and 00/100	Pesos Only		
re to make the full delivery or every day of delay shall	within the timbe imposed.	ne specified above, a	a penalty of one-tenth	Very truly ye	
Signature Over P	rinted Name of	f Supplier			
	Date		-		
	1			OR No.	
	Mithin thirty (30) calendar of the date receipt of the NTP Purchase of Office Supp SCRIPTION 1. Paper, Multicopy, A3 size, 70gsm 2. Paper, Multicopy, A4 size, 70gsm 3. Toner Cart, Brother, TN 3448 black [for printer] 4. Toner Cart, Samsung MLT-D203L, Black [for printer] 5. Hp 85A	Mithin thirty (30) calendar days to commethe date receipt of the NTP or from the discrete date receipt of the NTP or from the discrete date receipt of the NTP or from the discrete date receipt of the NTP or from the discrete date receipt of the NTP or from the discrete date receipt of the NTP or from the discrete date ream size, 70gsm 1. Paper, Multicopy, A3 ream size, 70gsm 2. Paper, Multicopy, A4 ream size, 70gsm 3. Toner Cart, Brother, cart TN 3448 black [for printer] 4. Toner Cart, Samsung cart MLT-D203L, Black [for printer] 5. Hp 85A cart Signature Over Printed Name of Signat	Within thirty (30) calendar days to commence within three (3) the date receipt of the NTP or from the date indicated in the Purchase of Office Supplies for the Education Facilities (SCRIPTION UNIT QTY. 1. Paper, Multicopy, A3 ream 137 size, 70gsm 2. Paper, Multicopy, A4 ream 1,400 size, 70gsm 3. Toner Cart, Brother, cart 15 TN 3448 black [for printer] 4. Toner Cart, Samsung cart 12 MLT-D203L, Black [for printer] 5. Hp 85A cart 5 TOTA Signature Over Printed Name of Supplier	Mithin 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 Purchase of Office Supplies for the Education Facilities Division (EFD) SCRIPTION UNIT QTY. UNIT COST 1. Paper, Multicopy, A3 ream 137 size, 70gsm 2. Paper, Multicopy, A4 ream 1,400 size, 70gsm 3. Toner Cart, Brother, cart 15 TN 3448 black [for printer] 4. Toner Cart, Samsung MLT-D203L, Black [for printer] 5. Hp 85A TOTAL and 00/100 Pesos Only are to make the full delivery within the time specified above, a penalty of one-tenth for every day of delay shall be imposed. Signature Over Printed Name of Supplier	Date Mode of Procuremen End-User Please furnish this Office the following articles subject to the terms and conditions contained hereing the date receipt of the NTP or from the date indicated in the NTP Payment Term Paymet

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. All duties, excise and other taxes and revenue charges, if any, shall be for the Supplier's account
- 9. 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.
- 10. All payments are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.
- 11. 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; 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.

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.

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.

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.

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.

One hundred (100%) full payment upon complete delivery and acceptance. The Certificate of Final Acceptance shall be required upon complete delivery and acceptance of the goods.

Conforme:	
Signature over print	ed name of Supplie
Date	