

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

5. Proponents are required to submit a Financial Proposal indicating its price for the required lot. The Approved Budget for the Contract is **PHILIPPINE PESO ONE HUNDRED THOUSAND and 00/100 (PHP 100,000.00)**. For purposes of the evaluation, comparison and ranking of bids/offers, the proponent who submitted the single / lowest calculated responsive quotation shall be awarded the Contract after evaluation by the Bids and Awards Committee (BAC) IV.
6. The quotation shall be enclosed in a sealed envelope and addressed to the BAC 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 a commitment to undertake the services in accordance with the terms and conditions, specifications, and schedule of implementation set forth in this RFQ.


Dir. SAMUEL R. SOLIVEN
 Vice-Chairperson,
 Bids and Awards Committee IV

Received Copy:

Remarks:

PROJECT REFERENCE

I. PROJECT TITLE:

II. Procurement of Services for the Publication of the IRR in the Newspaper

III. PROJECT OWNER:

Department of Education – **Human Resource and Organizational Development-Teacher Education Council Secretariat (HROD-TECS)**

IV. OBJECTIVE:

- I. To procure the project **Procurement of Services for the Publication of the IRR in the Newspaper** in the most effective and prompt manner, primarily considering time and resource constraints.

II. ELIGIBILITY, TECHNICAL AND FINANCIAL REQUIREMENTS/ DOCUMENTS:

The Proponent with the Single / Lowest Calculated Quotation (SCQ or LCQ) shall submit the requirements indicated below within five (5) calendar days from receipt of notice from the BAC, which documents shall be validated to determine if the Proponent is technically, legally and financially capable prior to the award:

- (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);

To facilitate post-qualification, the Proponent **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 (IRR) of Republic Act No. 9184.

III. TERMS AND CONDITIONS OF CONTRACT:

A. Instructions

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

2. The Proponent shall pick up the Contract or Purchase Order (PO), and Notice to Proceed (NTP) issued in its favor within three (3) calendar days from the 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 or PO remains unclaimed, the contract shall be canceled.

To avoid delay in the delivery of the requesting agency's requirements, all defaulting Proponents shall be precluded from proposing or submitting substitute quotation(s) or item(s).

3. The Proponent who accepted a Contract or PO, and Notice to Proceed but failed to deliver the required goods within the time called for in the Contract or PO 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 goods shall be delivered at the **DepEd Central Office, DepEd Complex, Meralco Ave., Pasig City.**

The goods must conform to and comply with the standards mentioned in the Schedule of Requirements, as indicated in **Annex "B"** and Technical Specifications as indicated in **Annex "C"**.

Upon delivery of the goods to the Delivery Site, the Proponent shall notify DepEd through HROD-TECS and present the following documents:

- i. Original and 4 copies of the Proponent's Invoice showing goods' description, quantity, unit price, and total amount;

- ii. Original and four copies of the Proponent'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 the 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 shall be **Ms. ROSANNA MARIE BALBUENA-ALCOSABA for the End-User Unit, and the designated Inspectorate Team.**

Packaging

As may be applicable for goods to be delivered and as may be indicated in the Contract or PO, the Proponent shall provide such packaging as is required to prevent 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 goods should be well-protected from damage during transport. It should be packed with plastic foam, bubble wrap, and other resistant impact materials.

Transportation

Transport of the Goods shall be arranged by the Proponent, and related costs shall be included in the Contract/PO price.

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

C. Schedule of Payment

The Proponent may submit a request for payment based on the following:

- (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract;
- (ii) duly signed Delivery Receipt(s);
- (iii) Inspection and Acceptance Report(s), including certification by the Proponent, 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.

Other delivery documents as may be subsequently prescribed by DepEd shall be provided by the Proponent.

One hundred percent (100%) of the Contract/PO Price shall be paid to the Proponent within 30 calendar days, in accordance with the Government disbursement procedure, upon delivery and acceptance of goods by the duly authorized DepEd representative, and submission of the required documents.

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

Payment shall be subject to the **“Warranty”** provision in the form of either retention money in an amount equivalent to at least 1% of the 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.

Release of the retention money shall be at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.

D. Inspections

Pursuant to DO 041, s. 2021, inspection or pre-delivery inspection (PDI), where applicable for goods to be delivered, shall be conducted by DepEd through the duly designated Inspectorate Team. The inspection or PDI shall be made upon notice to the DepEd of the readiness of the goods for inspection.

The Proponent shall coordinate with DepEd, through the **Procurement Management Service-Contract Management Division (ProcMS-CMD)**, on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and contain the following information:

- a. Project Title and Contract/PO Number;
- b. Specific goods for inspection;
- c. Quantity of goods for inspection;
- d. Venue/Address of inspection site; and
- e. Proposed schedule of inspection which must be at least three (3) calendar days from the submission of the request.

The request for inspection or PDI shall be addressed to Atty. Gerard L. Chan, Undersecretary for Procurement, and must be submitted through email at oupro@deped.gov.ph and procms.cmd@deped.gov.ph.

Prior to and for purposes of inspection, the Proponent shall ensure convenient access to the goods for inspection. The Proponent shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection.

DepEd shall have the right to visit and inspect the Proponent's premises covered by the Contract/PO, at any time or stage of contract implementation, to monitor and assess the Proponent's capacity to discharge its contractual obligations.

Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by DepEd and replaced by the Proponent in accordance with the warranty provision. The replacement goods for this reason shall be subject to re-inspection.

Goods are considered defective when they are unfit for the use for which it is intended or its fitness for such use is diminished to such an extent that, had DepEd been aware thereof, it would not have acquired it or would have given a lower price for it.

Defects in the goods can either be patent or latent. A patent defect is one that is apparent to the buyer or normal observation. It is an apparent or obvious defect. On the other hand, a latent defect is one that is not apparent to the buyer by reasonable observation. A latent defect is hidden or one that is not immediately determinable.

E. Warranty

A three months warranty for the goods will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered goods have been duly inspected and accepted (i.e. final acceptance).

The obligation for the warranty shall be covered by retention money in the amount equivalent to one percent (1%) of the payment or a special bank guarantee equivalent to one percent (1%) of the Contract/PO Price.

Replacement and repair of the goods may be requested within one (1) year from the date of acceptance of goods by DepEd. Replacement and repair shall be made within 15 calendar days upon claim or request therefor.

In case the Proponent opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.

The Special Bank Guarantee shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition or alteration affects any materials information or feature of the document.

IV. SCHEDULE OF REQUIREMENTS as indicated in Annex "B".

V. TECHNICAL SPECIFICATIONS as indicated in Annex "C".

VI. 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. Quotation that exceeds the ABC for the said lot shall be rejected.
3. The 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. The Proponent shall accomplish, provide correct and accurate information and submit, together with the Request for Quotation (RFQ), the following attached documents: (i) Schedule of Requirements (**Annex "B"**); (ii) Technical Specifications (**Annex "C"**); and (iii) Financial Proposal (**Annex "D"**) otherwise, non-submission of which shall result to automatic disqualification of proposal. The proponent should not need to fill out the attached Purchase Order (PO) under **Annex "E"**.
7. The Proponent requiring any clarifications of the Request for Quotation Document may refer to:

The Chairperson
Bids and Awards Committee IV
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: Ms. Joan B. Sabino (Project in Charge)

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

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

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF

_____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of *[Name of Bidder]*;

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by its association or relation with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC 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 Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examine all of the Bidding Documents;
 - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__
at _____, Philippines.

Name and Signature of Bidder's
Authorized Representative

[Jurat]

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

Schedule of Requirements

Procurement of Services for the Publication of IRR in the Newspaper			
Item	Description	Quantity	Delivery Period
1	Newspaper	1 and a half page	Within one (1) day from the receipt of the NTP.

A. Delivery Schedule

Complete delivery of the goods shall be made within one (1) day from the receipt of the NTP.

B. Project Site

Goods shall be delivered at the **Human Resource and Organizational Development-Teacher Education Council Secretariat (HROD-TECS), Bonifacio Bldg., DepEd Complex, Meralco Ave., Pasig City.**

C. Delivery and Receiving Instructions

The Supplier shall observe the following instructions:

- 1) Goods as specified in this Schedule of Requirements and/or Technical Specifications shall be delivered only to the address indicated herein.
- 2) The Proponent shall notify the indicated authorized receiving personnel at the Project Site of the scheduled date of delivery at least three (3) working days in advance, and shall ensure that the authorized receiving personnel of the DepEd is present during the date and time of delivery.
- 3) The Proponent shall make delivery or deliveries to the Project Site on regular working days, during office hours from 8:00 A.M. to 2:00 P.M. The authorized receiving personnel reserves the right to refuse to receive/accept delivered goods made before 8:00 A.M. to 2:00 P.M., and on non-working days.
- 4) The Proponent 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
- 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 of Contract shall be accepted by us at any time before expiration of this period.

The DepEd-Bids and Awards Committee V reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders.

Name and Signature of Provider's Authorized Representative

Technical Specifications

General Requirements/Specification

Publication of Implementing Rules and Regulations of Republic Act 11713 in the Newspaper for general circulation

Detailed Technical Specifications

ITEM	SPECIFICATIONS	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
1	<p style="text-align: center;">Broadsheet Newspaper</p> <p>Functional Specifications: Publication of Implementing Rules and Guidelines of RA 11713</p> <p>Performance Specification: The Newspaper will be used in information dissemination of the Implementing Rules and Regulation of RA 11713</p> <p>Design: The content must be in full page and a half with a dimension of 9 columns x 52 cm 9columns x 27 cm.</p> <p>It must be placed on 2nd and 3rd page of the newspaper</p> <p>IRR should be published on Sunday.</p> <p>(Please see attach lay-out)</p>		

Note:

Functional Specifications:

Describe here the functionalities in which the goods are expected to be utilized.

Performance Specifications:

Describe here the performance characteristics desired for the item, particularly indicating the manner or method by which the goods or services are expected to carry out the functions expected of them.

Design Specifications:

Describe here the precise measurements, tolerances, materials in-process and finished products, test, quality control and inspection measurements and other relevant information regarding the item desire to be procured.

Environmental Interface:

As may be applicable, describe here the environment in which the functions required of the goods and service sought to be procured are performed at the desired level

Comparative Description (by standard or benchmarks):

As may be applicable, identify the item to be procured by another product, brand or exclusive standard which may already be known and is of desirable features and characteristics with the mandatory use of the "or its equivalent" phrase to allow competition

pro

collaboration with the different education agencies and stakeholders.

14 **School Leaders** refers to officials in the public school system who perform managerial and supervisory roles in their respective levels of government, such as head teachers, department heads, principals and assistant principals, schools division supervisors, education program supervisors and chief education officers at the schools division and regional offices, schools division superintendents, regional directors and assistant regional directors, and their equivalent positions in the private school system.

15 **Teacher** refers to a person qualified to practice teaching under the law and engaged in the teaching of any subject, including technical education (Tech-Voc), at the basic education level in all private or public basic education institutions. This may include teachers who are not actually employed as such.

16 **Teacher Education** refers to formal pre-service and in-service education and training, including graduate education, in various areas of specialization undertaken by pre-service teachers and teachers.

17 **Teacher Education Center of Excellence (Teacher Education COE)** refers to a public or private college, institute, school or agency which strictly to the criteria for COEs and aims to be the best within a category or college that is engaged in providing graduate training for both formal and non-formal pre-service and continuing education of students, teachers, school leaders, and teacher educators, that has established and maintains an excellent track record in teacher education, maintains faculty qualifications, research, extension services, linkages, ability to produce top caliber graduates, and offers as specified in the criteria for identifying Teacher Education COEs as provided by the Act.

18 **Teacher Education Institutions (TEIs)** refer to higher education institutions (HEIs) recognized by the CHED offering teacher education degree programs and certificates in teaching programs in their respective areas as approved by the CHED.

19 **Teacher Education Programs** refer to recognized academic programs, such as undergraduate and graduate degree programs, including certificates of teaching education or its equivalent, that enable pre-service teachers to meet the requirements for entry into the teaching profession and provide in-service teachers with the knowledge, skills and technical expertise to strengthen their professional practice.

20 **Teacher Educators** refer to those in the education sector who educate pre-service and in-service teachers.

TITLE 5. TEACHER EDUCATION CENTERS OF EXCELLENCE

SECTION 5. Teacher Education COE.

There shall be identified, designated, established, or developed in strategic places in each of the regions of the country, one or more Teacher Education COEs based on the criteria listed hereunder, increased and adopted by the Council.

Notwithstanding the need areas, certain Teacher Education COEs at the provincial level may be established, identified, or developed.

At least one (1) TEI from Luzon, Visayas, and Mindanao and at least one (1) TEI from Metro Manila, Cebu, and Davao shall be established as a Center of Excellence in Special Needs Education.

For the purposes of this Title, the Council shall provide details for the following review in identifying schools and colleges as Teacher Education COEs:

- 1.1 highly educated, professionally qualified and experienced faculty recognized in their fields of study, including but not limited to, membership in the education sector, integrity, commitment, passion, positive values, and dedication to the philosophy, mission, vision and goals of the institution and education;
- 1.2 well-located facilities that facilitate the talent and commitment to teaching;
- 1.3 adequate library, research and study facilities;
- 1.4 complete administrative and support staff.

5.4 adequate student services and development programs;

5.5 relevant extension services, linkage, and outreach programs;

5.6 percentage of graduates who pass the licensure examination for teachers and pursue a career in teaching;

5.7 graduates who become professionals in the education industry and develop career as leaders in the education sector or Tech-Voc; and

5.8 such other criteria as may be established and approved by the Council.

The Teacher Education Council shall issue a Teacher Education COE national award which in turn shall merge with existing awards, high schools and/or a post-tertiary level award program while developing a shared vision, commitment, and best practices for each other's success.

Any changes of Teacher Education COE shall be reviewed and authorized every three (3) years to ensure that it continues to possess the criteria prescribed under the Act.

SECTION 6. Objectives and Functions of a Teacher Education COE.

The objectives and functions of a Teacher Education COE shall be to:

1. Conduct intensive and informal pre-service and in-service teacher education and/or NEAP recognized training programs, including alternative delivery programs, to ensure access to education, continuity of learning, and productivity of the education system that shall develop and produce teachers who shall provide quality education to learners;

2. Organize and coordinate collaborative research on identified areas for research investigations on teacher education on basis for improving teacher education programs, policies, standards and practices;

3. Serve as teacher resource center for the development of curricular or instructional materials, or both;

4. Support the teachers and school leaders through the setting and monitoring of performance requirements to assure quality and consistency of quality service provision, processes, terms, and taking professional standards across their professional life;

5. Establish a policy on an effective system of incentives such as scholarships, grants-in-aid, loan programs, subsidies, stipends and other similar benefits and incentives, to be implemented by the Unified Student Financial Assistance System for Tertiary Education (USFAS) Board, in order to attract and encourage outstanding basic education graduates from public and private schools, and attract best students in programs other than education, to pursue teacher education, as well as to encourage teachers to pursue graduate degrees in teacher education. Applicants who have benefited from other incentives under existing laws shall be eligible to avail of the incentives under the Act;

6. Regularly monitor, evaluate, and report on the implementation of the professional standards, including professional development programs offered by the NEAP or other providers, to promote exemplary practices of teachers and school leaders and thereby contribute to the enhancement of the standing of the profession in the community;

7. Ensure that the access to professional teachers aligns with the professional standards and the Philippine Qualifications Framework, incorporates feedback mechanisms to stakeholders for the enhancement of pre-service teacher education in TEIs, and involves comprehensive analysis of factors affecting the performance of graduates in work performance. The conduct of a licensure examination shall guarantee transparency through the release of the most recent licensure examination questions and corresponding answers immediately after their administration by the PRC as well as the results of test answers and other relevant test statistics to the Council;

8. Provide that each licensure examination questions, and corresponding answers shall be released by the PRC immediately after the completion of the examination cycle as herein defined which is upon the release of the examination results. Provided further, that the examination questions and corresponding answers, results of the test answers, and test statistics released by the PRC shall be used for policy formulation, research, conduct of studies, feedback on the licensure examination, and for such other purposes the Council may deem it necessary. Provided finally, that a system for feedback mechanism to examinees shall be developed as a basis for the identification and analysis of the factors that affect the performance of graduates in the licensure examination;

9. Recommend strategies to TEIs and HEIs for the implementation of programs under Republic Act No. 10647, otherwise known as the "Licensure Education Act of 2014," to provide opportunities for educational and career advancement for pre-service and in-service teachers, including peer-teachers and learning support roles. Learning support roles shall be persons who work together in collaboration with teachers and contribute to the provision of learning opportunities that promote achievement and progression of learners;

10. Recommend to the DepEd and the CHED strategies and policies related to attracting and retaining outstanding high school graduates to pursue an education degree, and to ensure a seamless transition from higher education to employment in teaching. Other qualified professionals from different fields may also be recruited into the teaching profession, subject to existing laws, rules, and regulations;

11. Undertake, apply, and share research related to teaching and school leadership that shall serve as a critical reviewer of literature on teacher education, and conduct, by itself or through third parties, relevant studies needed in the formulation of policies and in the planning and successful implementation of plans, programs and projects required to accomplish the purposes of the Act;

12. Conduct, in cooperation with the CHED, and in coordination with other agencies and institutions, such as the Department of Education, to provide administrative and technical support to the Council as necessary to ensure the effective and efficient implementation of the functions assigned to this office;

13. Recommend the establishment of centers and other components

for research, training, and development;

14. Review existing policies and recommend new legislation and policies in order to not only improve, enhance and strengthen teacher education and ensure the welfare of teachers and school leaders;

15. Call upon any department, bureau, office, or government organization, local government unit and other concerned agencies for assistance in carrying out their mandate;

16. Monitor a list of all TEIs in coordination with the CHED, and a 20-Programmer Index and regulations and ensure such entry points and functions as may be necessary to effectively carry out the purpose and objectives of the Act.

SECTION 7. Advice to the Council.

The Philippine Normal University, the designated National Center for Teacher Education under Republic Act No. 9477, shall serve as the advice to the Council by providing research-based, strategic, and innovative recommendations and technical support on teacher education.

For purposes of this Title, the Advice shall consist of high-quality and applied research. In addition, the Council shall provide evidence-based policy advice and technical assistance on teacher education.

Notwithstanding that, the designation of the Advice shall not prevent the Council to identify and commission other qualified individuals or organizations on an advisory or consultative capacity as it may deem necessary. Provided that, such designation of the qualified individuals or organizations shall be for the purpose of providing additional support in developing the priorities of the Council.

SECTION 10. Secretariat.

A Secretariat is hereby organized to assist the Council in executing its policies and programs and provide the necessary administrative and technical support.

The Secretariat shall be headed by an Executive Director who shall exercise general supervision and control over the technical and administrative personnel of the office under the Secretariat. The Executive Director shall be assisted by a Deputy Executive Director who shall coordinate and oversee the regional offices.

RULE VI. REVIEW AND ASSESSMENT OF THE IMPLEMENTATION OF POLICIES OF TEACHER EDUCATION

SECTION 34. Policy Implementation Review and Assessment.

For the purpose of fully optimizing policy development on teacher education and reviewing the role of the Council in setting the strategy and in service education and training, the Secretary of the DepEd, the Chairperson of the CHED and the President of the ACP shall conduct a comprehensive review and assessment of the DepEd and the CHED's implementation of policies on teacher education every five (5) years, in coordination with the teachers, school leaders and other stakeholders.

SECTION 35. COORDINATION WITH OTHER GOVERNMENT AGENCIES INVOLVED IN EDUCATION PROGRAMS.

The Council shall closely coordinate with other agencies and stakeholders with regards to rights and welfare of the teachers including the following agencies involved in education programs for effective implementation of its powers and functions:

15.1 DepEd - shall provide the Occasional Annual Report on the following data:

15.1.1 Development and needs of learners in the basic education level;

15.1.2 Competency and areas of learning that need to be given attention;

15.1.3 Performance of learners in licensure examination;

15.1.4 Hiring and performance of teachers;

15.1.5 Training and career development of teachers;

15.1.6 Incidences on the quality of professional learning centers, its teachers, and

15.1.7 Other matters that the Council may need information on.

15.2 CHED - shall provide the Council an annual report on the status and performance of all TEIs in the implementation of the teacher education programs, including the development of curriculum for teacher education programs, admission and performance of students in TEIs, potential TEIs which the Council may designate as Teacher Education COEs, performance of faculty members, research conducted and published, innovations applying the recognition, non-recognizing TEIs, and other matters regarding teacher education that may be brought to the attention of the Council;

15.3 PRC - shall provide the Council an annual report and analysis of the professionalization of teachers, including the content and result of the licensure examination and people's access to the profession and development of the teacher education program;

15.4 TESDA - shall provide the Council an annual report on the development of the Tech-Voc programs and Tech-Voc institutions, status and performance of public and private TESDA accredited institutions, performance and employability of learners to assess high school to the Tech-Voc track, and such other information as may be required by the Council;

15.5 RICA - shall provide the Council an annual report and analysis on the development of the creative industries, indigenous industries, and other sectors relevant to the study of social sciences and history, natural heritage, and creative arts, in and of educating the teachers are provided with knowledge on the said subject areas, pursuant to its relevant policies and programs; and

15.6 DepEd - shall, in coordination with the CHED and the Council, implement the TRIP. It shall also provide the Council an annual report on the achievements and other financial resources made available, the number of beneficiaries and Teacher Education COEs involved, and other relevant information on the TRIP's progress.

15.7 CHED - shall provide the Council an annual report on the status and performance of all TEIs in the implementation of the teacher education programs, including the development of curriculum for teacher education programs, admission and performance of students in TEIs, potential TEIs which the Council may designate as Teacher Education COEs, performance of faculty members, research conducted and published, innovations applying the recognition, non-recognizing TEIs, and other matters regarding teacher education that may be brought to the attention of the Council;

15.8 PRC - shall provide the Council an annual report and analysis of the professionalization of teachers, including the content and result of the licensure examination and people's access to the profession and development of the teacher education program;

15.9 TESDA - shall provide the Council an annual report on the development of the Tech-Voc programs and Tech-Voc institutions, status and performance of public and private TESDA accredited institutions, performance and employability of learners to assess high school to the Tech-Voc track, and such other information as may be required by the Council;

15.10 RICA - shall provide the Council an annual report and analysis on the development of the creative industries, indigenous industries, and other sectors relevant to the study of social sciences and history, natural heritage, and creative arts, in and of educating the teachers are provided with knowledge on the said subject areas, pursuant to its relevant policies and programs; and

15.11 DepEd - shall, in coordination with the CHED and the Council, implement the TRIP. It shall also provide the Council an annual report on the achievements and other financial resources made available, the number of beneficiaries and Teacher Education COEs involved, and other relevant information on the TRIP's progress.

15.12 CHED - shall provide the Council an annual report on the status and performance of all TEIs in the implementation of the teacher education programs, including the development of curriculum for teacher education programs, admission and performance of students in TEIs, potential TEIs which the Council may designate as Teacher Education COEs, performance of faculty members, research conducted and published, innovations applying the recognition, non-recognizing TEIs, and other matters regarding teacher education that may be brought to the attention of the Council;

15.13 PRC - shall provide the Council an annual report and analysis of the professionalization of teachers, including the content and result of the licensure examination and people's access to the profession and development of the teacher education program;

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15.15 RICA - shall provide the Council an annual report and analysis on the development of the creative industries, indigenous industries, and other sectors relevant to the study of social sciences and history, natural heritage, and creative arts, in and of educating the teachers are provided with knowledge on the said subject areas, pursuant to its relevant policies and programs; and

15.16 DepEd - shall, in coordination with the CHED and the Council, implement the TRIP. It shall also provide the Council an annual report on the achievements and other financial resources made available, the number of beneficiaries and Teacher Education COEs involved, and other relevant information on the TRIP's progress.

15.17 CHED - shall provide the Council an annual report on the status and performance of all TEIs in the implementation of the teacher education programs, including the development of curriculum for teacher education programs, admission and performance of students in TEIs, potential TEIs which the Council may designate as Teacher Education COEs, performance of faculty members, research conducted and published, innovations applying the recognition, non-recognizing TEIs, and other matters regarding teacher education that may be brought to the attention of the Council;

15.18 PRC - shall provide the Council an annual report and analysis of the professionalization of teachers, including the content and result of the licensure examination and people's access to the profession and development of the teacher education program;

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15.20 RICA - shall provide the Council an annual report and analysis on the development of the creative industries, indigenous industries, and other sectors relevant to the study of social sciences and history, natural heritage, and creative arts, in and of educating the teachers are provided with knowledge on the said subject areas, pursuant to its relevant policies and programs; and

15.21 DepEd - shall, in coordination with the CHED and the Council, implement the TRIP. It shall also provide the Council an annual report on the achievements and other financial resources made available, the number of beneficiaries and Teacher Education COEs involved, and other relevant information on the TRIP's progress.

15.22 CHED - shall provide the Council an annual report on the status and performance of all TEIs in the implementation of the teacher education programs, including the development of curriculum for teacher education programs, admission and performance of students in TEIs, potential TEIs which the Council may designate as Teacher Education COEs, performance of faculty members, research conducted and published, innovations applying the recognition, non-recognizing TEIs, and other matters regarding teacher education that may be brought to the attention of the Council;

15.23 PRC - shall provide the Council an annual report and analysis of the professionalization of teachers, including the content and result of the licensure examination and people's access to the profession and development of the teacher education program;

15.24 TESDA - shall provide the Council an annual report on the development of the Tech-Voc programs and Tech-Voc institutions, status and performance of public and private TESDA accredited institutions, performance and employability of learners to assess high school to the Tech-Voc track, and such other information as may be required by the Council;

15.25 RICA - shall provide the Council an annual report and analysis on the development of the creative industries, indigenous industries, and other sectors relevant to the study of social sciences and history, natural heritage, and creative arts, in and of educating the teachers are provided with knowledge on the said subject areas, pursuant to its relevant policies and programs; and

15.26 DepEd - shall, in coordination with the CHED and the Council, implement the TRIP. It shall also provide the Council an annual report on the achievements and other financial resources made available, the number of beneficiaries and Teacher Education COEs involved, and other relevant information on the TRIP's progress.

15.27 CHED - shall provide the Council an annual report on the status and performance of all TEIs in the implementation of the teacher education programs, including the development of curriculum for teacher education programs, admission and performance of students in TEIs, potential TEIs which the Council may designate as Teacher Education COEs, performance of faculty members, research conducted and published, innovations applying the recognition, non-recognizing TEIs, and other matters regarding teacher education that may be brought to the attention of the Council;

15.28 PRC - shall provide the Council an annual report and analysis of the professionalization of teachers, including the content and result of the licensure examination and people's access to the profession and development of the teacher education program;

15.29 TESDA - shall provide the Council an annual report on the development of the Tech-Voc programs and Tech-Voc institutions, status and performance of public and private TESDA accredited institutions, performance and employability of learners to assess high school to the Tech-Voc track, and such other information as may be required by the Council;

15.30 RICA - shall provide the Council an annual report and analysis on the development of the creative industries, indigenous industries, and other sectors relevant to the study of social sciences and history, natural heritage, and creative arts, in and of educating the teachers are provided with knowledge on the said subject areas, pursuant to its relevant policies and programs; and

15.31 DepEd - shall, in coordination with the CHED and the Council, implement the TRIP. It shall also provide the Council an annual report on the achievements and other financial resources made available, the number of beneficiaries and Teacher Education COEs involved, and other relevant information on the TRIP's progress.

15.32 CHED - shall provide the Council an annual report on the status and performance of all TEIs in the implementation of the teacher education programs, including the development of curriculum for teacher education programs, admission and performance of students in TEIs, potential TEIs which the Council may designate as Teacher Education COEs, performance of faculty members, research conducted and published, innovations applying the recognition, non-recognizing TEIs, and other matters regarding teacher education that may be brought to the attention of the Council;

15.33 PRC - shall provide the Council an annual report and analysis of the professionalization of teachers, including the content and result of the licensure examination and people's access to the profession and development of the teacher education program;

15.34 TESDA - shall provide the Council an annual report on the development of the Tech-Voc programs and Tech-Voc institutions, status and performance of public and private TESDA accredited institutions, performance and employability of learners to assess high school to the Tech-Voc track, and such other information as may be required by the Council;

15.35 RICA - shall provide the Council an annual report and analysis on the development of the creative industries, indigenous industries, and other sectors relevant to the study of social sciences and history, natural heritage, and creative arts, in and of educating the teachers are provided with knowledge on the said subject areas, pursuant to its relevant policies and programs; and

15.36 DepEd - shall, in coordination with the CHED and the Council, implement the TRIP. It shall also provide the Council an annual report on the achievements and other financial resources made available, the number of beneficiaries and Teacher Education COEs involved, and other relevant information on the TRIP's progress.

15.37 CHED - shall provide the Council an annual report on the status and performance of all TEIs in the implementation of the teacher education programs, including the development of curriculum for teacher education programs, admission and performance of students in TEIs, potential TEIs which the Council may designate as Teacher Education COEs, performance of faculty members, research conducted and published, innovations applying the recognition, non-recognizing TEIs, and other matters regarding teacher education that may be brought to the attention of the Council;

15.38 PRC - shall provide the Council an annual report and analysis of the professionalization of teachers, including the content and result of the licensure examination and people's access to the profession and development of the teacher education program;

15.39 TESDA - shall provide the Council an annual report on the development of the Tech-Voc programs and Tech-Voc institutions, status and performance of public and private TESDA accredited institutions, performance and employability of learners to assess high school to the Tech-Voc track, and such other information as may be required by the Council;

15.40 RICA - shall provide the Council an annual report and analysis on the development of the creative industries, indigenous industries, and other sectors relevant to the study of social sciences and history, natural heritage, and creative arts, in and of educating the teachers are provided with knowledge on the said subject areas, pursuant to its relevant policies and programs; and

15.41 DepEd - shall, in coordination with the CHED and the Council, implement the TRIP. It shall also provide the Council an annual report on the achievements and other financial resources made available, the number of beneficiaries and Teacher Education COEs involved, and other relevant information on the TRIP's progress.

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15.45 RICA - shall provide the Council an annual report and analysis on the development of the creative industries, indigenous industries, and other sectors relevant to the study of social sciences and history, natural heritage, and creative arts, in and of educating the teachers are provided with knowledge on the said subject areas, pursuant to its relevant policies and programs; and

15.46 DepEd - shall, in coordination with the CHED and the Council, implement the TRIP. It shall also provide the Council an annual report on the achievements and other financial resources made available, the number of beneficiaries and Teacher Education COEs involved, and other relevant information on the TRIP's progress.

SECTION 18. Powers and Functions of the NEAP.
For the continuing professional development of in-service teachers, school leaders, and teaching-related personnel in all basic education institutions, the NEAP shall:

- 18.1 Collaborate with the Council to promote coherence and consistency between pre-service and in-service education and training.
- 18.2 Design, develop, and implement professional development programs to improve teaching expertise and effective school leadership over the course of a career in accordance with the professional standards and other potential partners and relevant stakeholders.
- 18.3 Coordinate, organize and facilitate the conduct of NEAP-recognized courses, seminars, workshops and other professional development programs provided by other DepEd branches, services in public and private universities, colleges, and training institutions.
- 18.4 Conduct research and evaluation of the effectiveness of the professional development programs provided under subparagraph 18.3.
- 18.5 Ensure equitable access to these professional development programs for teachers and school leaders.
- 18.6 For purposes of these IRR, NEAP shall formulate in coordination with other relevant stakeholders the policy to ensure that all teachers and school leaders will be able to have equal access and opportunity to participate in professional development programs and courses.
- 18.7 Provide scholarships and fellowships for in-service teachers, school leaders, and other teaching-related personnel to pursue advanced studies in specialized fields subject to corresponding service obligations.
- 18.8 Ensure an effective link between the professional development of teachers, school leaders, and other teaching-related personnel with their career progression. For this purpose, the NEAP shall develop and maintain a professional development information system which shall contain the professional development programs recognized by the NEAP, the providers thereof, and the list of in-service teachers, school leaders, and other teaching-related personnel in accordance with their corresponding professional development credit units earned.
- 18.9 Strengthen collaboration with learning service providers and other stakeholders in providing professional development programs.
- 18.10 Coordinate with the PRC for the recognition or accreditation of its programs in compliance with the requirements for continuing professional development.
- 18.11 Collaborate with TES in the delivery of their professional development programs for teachers, school leaders, and other teaching-related personnel.
- 18.12 Charge reasonable fees for the use of its facilities and for participation in professional development programs but otherwise funded from the DepEd budget, receive in-kind services, gifts, and donations of real and personal properties of all

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NEAP shall provide access to professional development programs for private school teachers, school leaders, and other teaching-related personnel in their current schools and in accordance with the NEAP's policy on access to these programs. The purpose of these IRR, NEAP shall collaborate with national and local government agencies and other relevant stakeholders, and in coordination with the Council, to develop and implement professional development programs for private school teachers and school leaders including applicable scholarships, if any.

ROLE X. ORGANIZATIONAL STRUCTURE OF THE TEACHER EDUCATION COUNCIL

SECTION 19. Creation of New Items and Transitory Provisions.
The provisions of the existing Council shall, in a holistic manner, continue to prevail over its respective laws and regulations unless such laws and regulations are amended or repealed. The provisions of the existing Council shall be amended or repealed in accordance with the provisions of this Act. The provisions of the existing Council shall be amended or repealed in accordance with the provisions of this Act. The provisions of the existing Council shall be amended or repealed in accordance with the provisions of this Act.

Within three (3) months after the appointment of the regular members of the Council, the Chairperson of the Council shall, upon the concurrence of the other members, appoint the Executive Director of the Secretariat. Within three (3) months after the effectivity of the Act, the Council shall submit the organizational structure, staffing pattern, and compensation schedule of the Secretariat to the DRR for funding. The meeting provided in the NEAP shall be transitional to the organizational structure to be created by the Secretary of the DepEd. New items shall be created to support the permanent complement of the NEAP in coordination with the DRR. The recruitment, selection, and hiring of new personnel shall be in accordance with Civil Service Commission rules and regulations on personnel service. Within six (6) months after the effectivity of the Act, the PRC under Section 8 (1) of this IRR shall implement the immediate release of the most recent licensure examination questions and answers after the administration by the PRC of said examination.

RULE XX. ANNUAL REPORT OF THE STATUS AND PROGRESS OF TEACHER EDUCATION AND TEACHER QUALITY

SECTION 20. Report to Congress
The Council shall submit to Congress, on or before the fifteenth day of June of every year, its report on the status and progress of teacher education and teacher quality in the country, as well as on recommendations in promoting quality education through teacher education. The report shall include the following topics pursuant to Section 20 of the Act:
21.1 Readiness for teacher education and the regular progress therein;
21.2 Issues and problems on teacher education and the solutions provided by the Council; and
21.3 Professionalization of the practice of teaching and the Council's initiatives to improve the same.
The substance of the annual report required under this section shall constitute three (3) years from the constitution of the Council.

RULE XXI. JOINT CONGRESSIONAL OVERSIGHT COMMITTEE ON TEACHER EDUCATION

SECTION 21. Joint Congressional Oversight Committee on Teacher Education
There is hereby created a Joint Congressional Oversight Committee (JCOC) on Teacher Education to oversee, monitor, and evaluate the implementation of the Act. The JCOC shall be composed of five (5) members each from the Senate and the House of Representatives with the Chairpersons of the Committees on Basic Education in both houses as Co-Chairpersons. The Chairpersons of the Committees on Higher and Technical Education of both Houses shall likewise be designated as members of the JCOC. The Speaker of the House of Representatives and the President of the Senate shall designate the other three (3) members of the JCOC of the House and the Senate, respectively, from among the members of the Committees on Basic Education, one (1) member of which shall be from the Majority.

RULE XXII. FISCAL PROVISIONS

SECTION 22. Appropriations.
The Secretary of Education shall annually include in the DepEd's budget the amount necessary for the effective implementation of the Act. Provided, that on the second year of implementation, and thereafter the Council along with the Secretariat shall have its own budget in the annual General Appropriations Act, in an attached agency of the DepEd. The budget of the NEAP shall continue to be part of the budget of the DepEd.
For purposes of these IRR, the amount of funds in the Unified NST Fund for the implementation of TESP shall be governed by the relevant guidelines as is issued by the Council.

SECTION 23. Additional Implementing Details/Policies and Guidelines.

DepEd, the CHED, the TESDA, the NCCA, and the PRC shall, in consultation with relevant stakeholders, issue the necessary rules and regulations for its effective implementation. The IRR issued pursuant to this section shall take effect three (3) days after its publication in a newspaper of general circulation.

SECTION 24. Amendments.

Amendments to these IRR shall be issued by DepEd, CHED, TESDA, NCCA, and the PRC, in consultation with relevant stakeholders.

SECTION 25. Repealing Clauses.

Republic Act No. 7324 and all other laws, executive orders, presidential decrees, administrative orders, rules and regulations, memoranda, or parts thereof inconsistent with or contrary to the provisions of the Act are hereby repealed or amended accordingly.

SECTION 27. Effectivity.

These IRR shall take effect fifteen (15) days after its publication in the Official Gazette or in a newspaper of general circulation. These IRR shall be signed with the Office of the National Administrative Register (ONAR), University of the Philippines Law Center, 11P Diliman, Quezon City.

Date this _____ day of _____, 2022.

Republic Act 11713 - Implementing Rules and Regulations

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ANNEX "D"

Item	Description	Qty.	Price Ceiling (Php)	Supplier's Offer (state brand, model, make and specifications)	Unit Price	Total Price
1	Procurement of Services for the Publication of IRR in the Newspaper.	1 and a half page	100,000.00			
TOTAL ABC			PHP100,000.00	Total Price Offer		
Total Price Offer (in words)						

After having carefully read, understood, and accepted the terms and conditions specified in the Request for Quotation, above-cited is our financial proposal (quotation) for the item/s.

We undertake, if our Quotation is accepted, to deliver the above items/goods within one (1) calendar day from the receipt of 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 : <u>NP-SVP</u>
Telephone Nos. : _____	
TIN : _____	End-User : Human Resource and Organizational Development- Teacher Education Council Secretariat (HROD-TECS),
Gentlemen: _____	

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

Place of Delivery : **Human Resource and Organizational Development-Teachers Education Council Secretariat (HROD-TECS), DepEd Complex, Meralco Ave., Pasig City.**
Delivery Term :

Date of Delivery : within one (1) calendar day from the receipt of the NTP.

Payment Term : (see Terms and Conditions)

Project Title: Procurement of Services for the Publication of the IRR in the Newspaper

DESCRIPTION	QTY.	UNIT COST	TOTAL PRICE (IN PHP)
<p>General Requirements/Specifications:</p> <p>1. Publication of Implementing Rules and Regulations of Republic Act 11713 in the Newspaper for general circulation</p> <p>Detailed Technical Specifications:</p> <p>Broadsheet Newspaper</p> <p>Functional Specifications:</p> <p>Publication of Implementing Rules and Guidelines of RA 11713</p> <p>Performance Specification:</p> <p>The Newspaper will be used in information dissemination of the Implementing Rules and Regulation of RA 11713</p> <p>Design:</p> <p>The content must be in full page and a half with a dimension of 9 columns x 52 cm 9columns x 27 cm.</p> <p>It must be placed on 2nd and 3rd page of the newspaper</p> <p>IRR should be published on sunday</p>	1 and a half page		
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. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
Office of the Secretary
Head of Procuring Entity
Department of Education

Conforme: _____
Signature Over Printed Name of Supplier

_____ Date

Funds Available: _____

OR No.: _____

Amount: _____

TERMS AND CONDITIONS

1. The 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. The Request for Quotation (RFQ) and the Supplier's offer including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted by the Supplier as required by the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as part of this PO.
3. The Supplier shall personally claim the issued PO within three (3) calendar 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.
4. Subject to the provisions of the preceding paragraph, where the Supplier had claimed the PO but failed to deliver the required goods within the delivery time provided in the PO, the Supplier shall be charged with liquidated damages (LD). The amount of LD, deductible from payments due to the 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 DepEd under RA 9184 and its IRR, and other laws.
5. The Supplier 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 the imposition of LD and termination or rescission of the PO as prescribed in paragraph 4 hereof.
6. The Supplier shall deliver the goods at the Planning Service-Education Management Information System Division (PS-EMISD), Room 208, Alonzo Bldg., DepEd Complex, Meralco Ave., Pasig City.
7. All deliveries of the Supplier shall be subject to inspection and acceptance by DepEd. All necessary tests undertaken or caused to be undertaken by DepEd on the goods shall be for the account of the Supplier.

Pursuant to DO 041, s. 2021, inspection or pre-delivery inspection (PDI), where applicable for goods to be delivered, shall be conducted by DepEd through the duly designated Inspectorate Team. The inspection or PDI shall be made upon notice to the DepEd of the readiness of the goods for inspection.

The Supplier shall coordinate with DepEd, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and contain the following information:

- a. Project Title and Contract Number;
- b. Specific goods for inspection;
- c. Quantity of goods for inspection;
- d. Venue/Address of inspection site; and
- e. Proposed schedule of inspection which must be at least three (3) calendar days from the submission of the letter request.

The request for inspection or PDI shall be addressed to Atty. Gerard L. Chan, Undersecretary for Procurement, and must be submitted through email at oupro@deped.gov.ph and procms.cmd@deped.gov.ph.

8. Supplier shall guarantee its deliveries to be free from defects and shall commit a one (1) year comprehensive warranty commencing from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered Goods have been duly inspected and accepted. Any defective goods or items that may be discovered by the Procuring Entity within the warranty period shall be replaced and repaired by the Supplier 15 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.
9. The Supplier shall be required to conduct orientation to the End-User on the proper use and handling of the supplied goods.
10. 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 DepEd.
11. All duties, excise and other taxes and revenue charges, if any, shall be for the Supplier's account. All payments are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93
12. The Supplier may submit a request for payment based on the following:
 - (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract;
 - (ii) duly signed Delivery Receipt; and
 - (iii) duly signed Inspection and Acceptance Reports (IAR), 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. Other delivery documents as may be subsequently prescribed by DepEd shall be provided by the Supplier.

One hundred percent (100%) of the Contract/PO Price shall be paid to the Proponent within 30 calendar days, in accordance with the Government disbursement procedure, upon delivery and acceptance of goods by the duly authorized DepEd representative, and submission of the required documents.

Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least 1% of the 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.

Release of the retention money shall be at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.

Conforme:

Signature over printed name of Supplier

Date