



Republic of the Philippines
Department of Education

Procurement Management Service

BIDS AND AWARDS COMMITTEE V

Request for Quotation (RFQ)

Reference No.:	2023-AdmS5(002)-BV-NPSVP-009
End-user Unit:	ADMINISTRATIVE SERVICE – RECORDS DIVISION (AS-RD)
Due date:	May 2, 2023
If further information is required, please contact:	ADMINISTRATIVE SERVICE – RECORDS DIVISION (AS-RD) Contact Nos. 8633-7218 / 8687-1449

April 26, 2023

To: All Prospective Proponents

- The **Department of Education**, through its **Bids and Awards Committee (BAC) V**, requests price quotation for the project *Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office (Small Value Procurement (NP-SVP)* particularly described and detailed in the **Project Reference**, hereto attached as **Appendix “A”**.
- Said quotation shall be received on or before **10:00 A.M. on May 2, 2023** by courier or by hand-delivery at the address given below:
 Bids and Awards Committee V
 Rm. M-511, 5th Floor, Mabini Bldg.
- The successful proponent must be able to meet the following requirements:
 - The **Terms and Conditions of Contract** provided as Item V of the Project Reference. The terms and conditions provided under the General Conditions of Contract of Procurement of Goods and Services under the Philippine Bidding Documents as may be applicable, as well as the provisions of the IRR of R.A. 9184 are deemed to be read into this project.
 - The **Schedule of Requirements**, as indicated in Item VI of the Project Reference; and
 - The **Technical Specifications** which lists the details of the requirements, as indicated in Item VII of the Project Reference.
- If proponent is a firm, the same is required to submit the eligibility documents prescribed under Section 23 of the Revised IRR of RA 9184 within five (5) calendar days from receipt of notice as stated in the Terms and Conditions in order to show its legal capacity, and technical and financial capability to undertake the contract. Non-submission of any of the documents shall be a ground for post-disqualification.

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

- Proponents are required to submit a Financial Proposal indicating its price for the required lot. The Approved Budget for the Contract is **PHILIPPINE**

PESO SEVEN HUNDRED TWENTY THOUSAND and 00/100 (PhP720,000.00). 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) V.

6. 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 commitment to undertake the services in accordance with the terms and conditions, specifications, and schedule of implementation set forth in this RFQ.


ATTY. SUZETTE T. GANNABAN-MEDINA
Vice-Chairperson, Bids and Awards Committee V

Received Copy:

Remarks:

PROJECT REFERENCE

I. PROJECT TITLE:

Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office (Small Value Procurement (NP-SVP)

II. PROJECT OWNER:

Department of Education – Administrative Service – Records Division (AS-RD)

III. OBJECTIVE:

To procure the project *Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office (Small Value Procurement (NP-SVP)* 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 BAC, which documents shall be validated to determine if the supplier is technically, legally and financially capable prior to the award of contract.

- (i) Mayor's permit issued by the City or Municipality where the principal place of business is located;
- (ii) PhilGEPS Registration Number;
- (iii) Duly Notarized Omnibus Sworn Statement (**for ABCs above Php50K**) (See attached **Annex "A"**)
 - If a partnership, corporation, cooperative, or joint venture, please provide proof of authorization (e.g. duly notarized Secretary's Certificate as stated in Item no. 2 of the attached Omnibus Sworn Statement);
- (iv) Income Tax Returns (**for ABCs above Php500K**) (Annual Income Tax Returns of the preceding tax year); and
- (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 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 shall make the deliveries and provide services in accordance with the schedule, and scope of services of the award or contract. Failure of the proponent to comply with this provision shall be ground for cancellation of the award or contract issued to the proponent.

2. Proponent shall pick-up the Contract and Notice to Proceed issued in its favor within three (3) calendar days from date of receipt of notice to that effect. A Fax transmission or electronic mail shall constitute an official notice to the Proponent. Thereafter, if the contract remains unclaimed, the contract shall be cancelled.

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

3. Proponent who accepted a Contract and Notice to Proceed but failed to deliver the required Goods and Services within the time called for in the contract shall be disqualified from participating in DepEd or any of DepEd units' future procurement activities. This is without prejudice to the imposition of other sanctions prescribed under R.A. 9184 and its Revised IRR against the Proponent.

4. Rejected deliveries shall be construed as non-delivery, and shall be replaced by the Proponent subject to liquidated damages for delayed deliveries.

5. All duties, excise, and other taxes and revenue charges shall be paid by the Proponent.

6. All transactions are subject to applicable withholding taxes per relevant revenue regulations of the Bureau of Internal Revenue (BIR) withholding of credible Value Added Tax and/or Expanded Value Added Tax per revenue regulation(s) of the BIR.

B. Delivery and Documents

The delivery terms applicable to this Contract are delivered to the **Asset Management Division, Alonzo Bldg., DepEd Complex, Meralco Ave., Pasig City.** Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Services at their final destination.

The Services supplied to the delivery site shall conform to and comply with the Standards mentioned in the Schedule of Requirements, as indicated in **Annex "B"** and Scope of Services as indicated in **Annex "C"**.

Upon delivery of the Services to the Delivery Site, the Supplier shall notify DepEd thru AS-Records Division and present the following documents:

- i. Original and 4 copies of the Supplier's Invoice showing; and
- ii. 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 description of items (documents) 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. ALMA APANAY 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 documents 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 documents' 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 subsequent instructions of DepEd.

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.

Special Requirements on Packaging – Packed in envelop sealed and labeled.

Transportation

Transport of the documents shall be arranged by the Supplier, and related costs shall be included in the contract price.

DepEd accepts no liability for the damage of documents 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.

Data Privacy, Security and Non-Disclosure

Accordingly, Proponent shall comply with the relevant provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations and other pertinent circulars of the National Privacy Commission. In the course of carrying out the duties, Proponent shall not use any confidential information, or make copy, record, duplicate any document or reduce it into writing, without the prior written consent of DEPED, acquired during the term of this agreement, unless otherwise provided by law.

C. Schedule of Payment

1. Forwarder's services shall be on a credit term.
2. Bill payments shall be on a monthly basis and in accordance with the DBM Circular No. 2018-14 "Updated Guidelines in the Implementation of the Modified Direct Payment Scheme (MPDS) Due Creditors/Payees of All National Government

Agencies (NGAs)" and subject to the usual accounting rules, regulations and procedures.

3. Complete submission of the following documents for bill processing:
 - Charge Invoice or statement of account duly signed by authorized forwarder's representative.
 - Summary of bills to be collected, duly signed by authorized forwarder's representative with the following information:
 - air way bill number or consignment number
 - pick-up date
 - printed name of recipient
 - date of receipt
 - weight of mails amount of charges
 - Copies of proof of delivery or receipt of each mails included in the bills which contains the following:
 - printed name of receipt
 - signature of recipient
 - date of recipient
 - weight of items delivered
 - amount per transaction
4. Late submission of the Statement of Account by the courier after the given period (on or before the 10th of the following month) may result to late payments of the services rendered.

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

VII. SCOPE OF SERVICES as indicated in Annex "C".

VIII. GENERAL INSTRUCTIONS TO SUPPLIERS

1. This Request for Quotation (RFQ) Form is DepEd's standard RFQ to be used when DepEd solicits quotations for the procurement of goods and services. **It is a standard template that Suppliers must follow in order to prepare and submit their quotations for consideration by DepEd.**
2. This RFQ is composed of one (1) lot. Prospective Proponents shall submit their quote for one (1) lot.
3. Proponent must fill up the spaces with the required and correct information including the offered brand, model, make and specifications, as well as the total price of the item or the items in the lot. They shall likewise indicate the total price of the said lot.
4. Prices must be quoted in Philippine Peso and must include the unit price and total price, inclusive of all taxes, duties and/or levies to be paid and other incidental costs to the delivery site/s if the contract is awarded.
5. Award of contract shall be made to the single/lowest quotation which complies with the minimum technical specifications and other terms and conditions stated herein.

The RFQ Form must be duly signed and accomplished, either typewritten or written in indelible ink. Any correction made to the prices, rates or to any information shall be rewritten in indelible ink and

initialed by the person signing the RFQ Form.

6. Proponent shall accomplish, provide correct and accurate information and submit, together with the Request for Quotation (RFQ), the following attached documents: (i) Schedule of Requirements (**Annex "B"**); (ii) Scope of Service (**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 Memorandum of Agreement (MOA) under **Annex "E"**.
7. Proponent requesting any clarifications of the Request for Quotation Document may refer to:

The Chairperson
Bids and Awards Committee V
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: Daisy E. Adriatico (Project in Charge)

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

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

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the 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

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	Delivery Period
1	<i>Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office (Small Value Procurement (NP-SVP))</i>	Twelve (12) months to commence three (3) calendar days from the issuance of the Notice to Proceed (NTP) or from the date indicated in the NTP.

A. Delivery Schedule

Complete delivery of services shall be Twelve (12) months to commence three (3) calendar days from the issuance of the Notice to Proceed (NTP) or from the date indicated in the NTP therein, in coordination with DepEd AS-RD.

B. Project Site

At least eighty percent (80%) of the serviceable areas (cities and municipalities) of the entire nation and submission of listing of their serviceable areas is a must be covered by the courier.

Goods/Services shall be delivered to **Administrative Service – Records Division, DepEd Central Office, Meralco Avenue, Pasig City.**

Others: Regional Offices, School Division Offices, Schools, Stake Holders.

C. Delivery and Receiving Instructions

The Supplier shall observe the following instructions:

- 1) Services as specified in this Schedule of Requirements and/or Technical Specifications /Scope of Service shall be delivered only to the address indicated herein.
- 2) The Courier Staff shall pick up documents at the office of the Records Division, Administrative Service, DepEd Central Office, Pasig City. The Records Division staff shall place the sealed envelope in a plastic pouch provided by the official courier. A transmittal list shall be prepared to be received by the Courier staff upon pick-up. The Courier will assume the responsibility of the received DepEd Documents.
- 3) Delivery of documents, packages, boxes or other item shall be within 24 hours or next day delivery from pick-up time.
- 4) The official pick-up of documents or packages shall be daily from Monday to Friday except holidays between 2:00 to 3:30 PM.

D. Evaluation of Quotations

Quotations shall be compared and evaluated on the basis of the following criteria:

- 1) Completeness of Submission
- 2) Compliance with Scope of Services
- 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- 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 contract award, without thereby incurring any liability to the affected bidder or bidders.

Name and Signature of Provider's Authorized Representative

Scope of Services

General Requirements/Specifications:

Logistics company or a courier to handle, transport, deliver, forward, and/or retrieve mails, parcels and documents, to and from the various parts of the Philippines. The service shall provide DepEd the operational support for sending parcels to domestic via air, water and/or road network.

Detailed Technical Specifications

Item	Description	Bidder's Statement of Compliance	Bidder's Actual Offer
1	Logistics company or a courier	Functional: handle, transport, deliver, forward, and/or retrieve mails, parcels and documents	
		Performance: Deliver mails, documents and parcels	
		Design: small, medium and large pouches (durable and secured)	
		Comparative Description: fastest means of delivery at reasonable cost	

Lot No.	Scope of Services	Bidder's Statement of Compliance	Bidder's Actual Offer
1	<p>A. Obligation of the official forwarder</p> <p>1. The Courier staff shall pick up documents or packages at the office of the Records Division, Administrative Service, DepEd Central Office, Pasig City. Each sealed envelope must be placed in a plastic pouch by the Courier. A report containing the list of parcels tracking number, weight, destination province, and cost shall be submitted to DepEd Mailroom Staff. Both the DepEd Mailroom Staff and The Courier will affix their signature on the report. Hereafter, the Courier will assume the responsibility of the received DepEd Documents.</p> <p>2. Delivery of documents, packages, boxes or other items shall be within 24 hours or next day delivery from pick-up time.</p>		

	<ol style="list-style-type: none"> 3. Daily official pick-up of documents or packages is between 2:00 to 3:30 PM. 4. Complete name, address and weight of letters shall be written in the air way bill receipts or consignment note. 5. A copy of official receipt containing the tracking number, printed name and signature of recipient, date and time of receipt shall be submitted to the Records Division within fifteen days (15) days after pick-up date for monitoring and records purposes. 6. Forwarder shall be responsible for the lost, pilferage or damaged items while on shipment/in transit. 7. Coverage of at least 80% serviceable area (cities and municipalities) of the entire nation and submission of listings of their serviceable areas is a must. 8. Use of a pigment-based ink for print permanence in writing the information on the proof of receipt & Billing Receipts such as addressee, name of receiving person, weight & amount of services. 9. Report undelivered documents (RTS) through phone, email, text and return immediately to the Records Division with the complete report or reason of failed delivery. 10. Issue a certification, proof or status report of delivery of a document upon the request of the Records Division, Administrative Service. 11. Provide a hotline number, name of responsible personnel or website for immediate tracking of DepEd mail deliveries. 12. Tracking Log Updating The Courier must update the tracking information of the parcels in their tracking site. The whereabouts of the mails may be traced <p>B. Bills Payment</p> <p>(Please refer Schedule of Payment)</p>		
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STATEMENT OF COMPLIANCE

I hereby commit to provide the above-specified requirements in compliance with the Technical Specifications for the Project: ***Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office (Small Value Procurement (NP-SVP)***

Name and Signature of Authorized Representative

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

ANNEX "D"

Lot No.	Description	Price Ceiling(Php)	Supplier's Offer (state brand, model, make and specifications)	Unit Price	Total Price
1	Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office (Small Value Procurement (NP-SVP)	720,000.00			
TOTAL ABC		Php 720,000.00	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, the complete delivery of services twelve (12) months to commence three (3) calendar days from the issuance of the Notice to Proceed (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 Philippines
DEPARTMENT OF EDUCATION



DepEd Complex, Meralco Avenue, Pasig City

PROJECT: **Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office (Small Value Procurement (NP-SVP))**

CONTRACT NO.:

CONTRACT AGREEMENT

THIS CONTRACT made and entered into this ____ day of _____ 20__ by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its _____, _____ (hereinafter referred to as "**DepEd**"); and _____, represented herein by its _____, _____, with office address at _____, Philippines, (hereinafter referred to as "**_____**").

DEPED and _____ are collectively called "**PARTIES.**"

WHEREAS, **DEPED** invited bids for the **Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office (Small Value Procurement (NP-SVP))** consisting of ____ (____) lots and received bids from ____ (____) bidders; **DEPED** opened, read, and evaluated the bids of the ____ (____) bidders, and, after evaluation, **DEPED** post-qualified and declared the bid of _____ as the highest rated responsive bid/quotation for Lot ____ in the sum of **PHILIPPINE PESOS** _____ **THOUSAND**, _____ **HUNDRED** _____ and 00/100 (PhP _____) **ONLY**, (hereinafter called the "**Contract Price**"), detailed as follows:

Lot No.	Description	Monthly Payment (Php)	Contract Duration	Amount (in Php)
1	Procurement of Service Provider for the Courier Delivery Service of DepEd Central Office (Small Value Procurement (NP-SVP))		12 months	

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Request for Quotations (RFQ);
 - a. Schedule of Requirements;
 - b. Terms of Reference;
 - c. Terms and Conditions of the Contract; and

- ii. _____'s bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- iii. Performance Security;
- iv. Notice of Award of Contract and _____'s conforme thereto; and
- v. Other contract documents required by existing laws and/or **DEPED** in the PBD.

_____ agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

- 3. The consultancy services referred to in this Contract shall be performed to the DepEd Central Office, DepEd Complex, Meralco Ave., Pasig City, within **four (4) months** from receipt of the Notice to Proceed or as may be indicated in the Notice to Proceed. Risk and title to the goods shall not be deemed to have passed to **DEPED** until its receipt and final acceptance at the delivery site, through its authorized receiving personnel. Failure of the service provider to comply with the terms and conditions of the award or contract should be ground for cancellation of the award.
- 4. _____ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that _____ is in default of any of its obligation under the contract. _____ shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.
- 5. The consultancy services supplied under this Contract should conform to standards mentioned in Section VII. Schedule of Requirements in the Request for Quotations and shall comply with the following specifications/Terms of Reference attached hereto and marked as Annex "A" which consists of ____ () pages;

Any proposal to deliver items/services of equivalent, higher or superior technical specifications, and terms of reference (TOR) in lieu of those stated above shall be discretionary to **DEPED** and is subject to the evaluation and recommendation of the end-user or implementing units and the approval of the herein authorized representative and signatory;

- 6. Goods delivered with defects or non-compliant with the required specifications/terms of reference (TOR) shall be rejected by **DEPED** and replaced by _____.
- 7. In case _____ encounters condition(s) impeding timely delivery of the goods/services, _____ shall promptly notify **DepEd** in writing of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. _____ must provide sufficient proof to support any request for work suspension and/or contract period extension;
- 8. Payment shall be made to _____ in accordance with the following disbursement procedures:

8.1. The Approved Budget for the Contract (ABC) on the project is Two Hundred Twenty Thousand Pesos (Php 220,000.00) for the ISO 9001:2015 Certification Audit , inclusive of all incidental costs, applicable taxes and fees. Financial proposals received in excess of the ABC shall be automatically rejected.

Full payment shall be made through Land Bank's LDDAP-LAND Bank Transfer facility, within thirty (30) days after submission of billing and user acceptance of the service provided. Bank transfer fee shall be charged against the creditor's account.

9. _____ shall be liable for liquidated damages for the delay in delivery of goods in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted at the delivery site. **DEPED** shall deduct the liquidated damages from any money due or which may become due to _____, or collect from any of the securities posted by the _____, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
10. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

DEPARTMENT OF EDUCATION

SIGNED IN THE PRESENCE OF:

DepEd's Witness

's Witness

CERTIFIED FUNDS AVAILABLE:

Chief Accountant

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines, this
____ day of _____ 20__ personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

DEPARTMENT OF EDUCATION

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of ____.

NOTARY PUBLIC