



Republic of the Philippines
Department of Education

Procurement Management Service

BIDS AND AWARDS COMMITTEE IV

Request for Quotation (RFQ)

Reference No.:	2023-FS7(001)-BIV-NPSVP-052
End-user Unit:	Finance Service- Government Assistance & Subsidies Office (FS-GASO)
Due date:	August 24, 2023
If further information is required, please contact:	Finance Service-Government Assistance & Subsidies Office (FS-GASO) Contact No. 8636-1620

August 19, 2023

To: All Prospective Proponents

1. The **Department of Education**, through its **Bids and Awards Committee (BAC) IV**, requests price quotation for the project **Lease of Multi-Function Colored Printers** particularly described and detailed in the **Project Reference**, hereto attached as **Appendix "A"**.
2. Said quotation shall be received on or before **9:00 A.M. on August 24, 2023** by courier or by hand-delivery at the address given below:

Bids and Awards Committee IV
Rm. M-511, 5th Floor, Mabini Bldg.
DepEd Complex, Meralco Avenue, Pasig City, Philippines
3. The successful Proponent must be able to meet the following requirements:
 - 3.1. The **Terms and Conditions** provided as Item V of the Project Reference—as may be applicable, as well as the provisions of the IRR of R.A. 9184 are deemed to be read into this project.
 - 3.2. The **Schedule of Requirements**, as indicated in Item VI of the Project Reference; and
 - 3.3. The **Terms of Reference** which lists the details of the requirements, as indicated in Item VII of the Project Reference.
4. If the 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, technical, and financial capability to undertake the contract. Non-submission of any of the documents shall be a ground for post-disqualification.

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

5. The Proponents are required to submit a Financial Proposal indicating its price for the required lot. The Approved Budget for the Contract is ***PHILIPPINE PESO TWO HUNDRED FORTY THOUSAND and 00/100 (Php240,000.00)***. 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. 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 Proponent 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 Proponent 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 Proponent 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. 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. 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 Proponent or Proponents.
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.

ASec. Noel T. Baluyan
Chairperson, Bids and Awards Committee IV 

Received Copy:

Remarks:

PROJECT REFERENCE

I. PROJECT TITLE:

Lease of Multi-Function Colored Printers

II. PROJECT OWNER:

Department of Education – Finance Service- Government Assistance & Subsidies Office (FS-GASO)

OBJECTIVE:

To procure the project **Lease of Multi-Function Colored Printers** in the most effective and prompt manner, primarily considering time and resource constraints.

III. ELIGIBILITY, TECHNICAL AND FINANCIAL REQUIREMENTS/ DOCUMENTS:

The Proponent with the Single / Lowest Calculated Quotation (SCQ/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.

IV. 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 cancelled.

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 NTP 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 services shall be rendered 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 Terms of Reference as indicated in **Annex "C"**.

Upon delivery of the goods the Proponent shall notify DepEd through AS-AMD and present original and four (4) copies of the Proponent's invoice showing item's description, and total amount.

For this purpose, the DepEd's Representative at the Project Site shall be **Mr. Rene A. Consumido for the End-User Unit, and the designated Inspectorate Team.**

Additional Services

1. The Service Provider shall furnish a detailed operations and maintenance manual for each appropriate unit of the machines/equipment to be leased.

2. The Service Provider shall perform, supervise, or maintain and/or repair the machines/equipment for a period of time agreed by the parties.
3. The Service Provider shall train/instruct DepEd personnel on the assembly, start-up, operation, maintenance and/or repair of the machines/equipment.

C. Schedule of Payment

Monthly payment shall be made to the Proponent, subject to existing Government disbursement procedure, upon complete, and acceptance of the same by DepEd subject to the submission of the following documents:

- a. Actual value of services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract/PO;
- b. Certification by the Proponent, duly signed and dated by the authorized representative of DepEd indicating that services been rendered in accordance with the Contract/PO

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

Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods, subject to the submission of the required documents under the Project Reference

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

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

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

VI. TERMS OF REFERENCE as indicated in Annex "C".

Supplier to warrant compliance with the functionality requirements of the machines; and ensure any replacement or repair in case of defects or technical problems during the leasing period.

VII. 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)

VIII. 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 Proponent]* with office address at *[address of Proponent]*;

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

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

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of *[Name of Proponent]*, 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 Proponent]* 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/foreigner 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 Proponent]* 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 Proponent]* 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 Proponent]* 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 Proponent]* complies with existing labor laws and standards; and

8. *[Name of Proponent]* is aware of and has undertaken the responsibilities as a Proponent 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. Make 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 Proponent]* 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 *Proponent*
Authorized Representative

[Jurat]

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

Schedule of Requirements

Lease of Multi-Function Colored Printers			
Item	Description	Quantity	Delivery Period
1	Multi-Function Colored Printers	2	Within 7 calendar days to commence upon receipt of the NTP.

A. Delivery Schedule

Performance of services shall be made within 7 calendar days to commence upon receipt of the NTP.

B. Project Site

Services shall be rendered at **DepEd Complex, DepEd Central Office, Meralco Avenue, Pasig City.**

C. Delivery and Receiving Instructions

The Supplier shall observe the following instructions:

- 1) Services as specified in this Schedule of Requirements and/or Terms of Reference shall be rendered only to the address indicated herein
- 2) The Proponent shall notify the indicated authorized receiving personnel at the Project Site at the scheduled date of delivery at least three (3) working days in advance and shall ensure that the authorized receiving personnel of the 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.

D. Evaluation of Quotations

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

- 1) Completeness of Submission
- 2) Compliance with Terms of Reference
- 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 IV 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 Proponent or Proponents.

Name and Signature of Provider's Authorized Representative

Terms of Reference

For the procurement of purely services:

Lease of Multi-Function Colored Printers

Service Provider's Duties and Responsibilities:

- At least one on-call Technician to repair defective machines.
- Repair and replacement of parts for the machines shall be supplies by the Service Provider free of charge.
- Replacement of defective parts, provided the machine is still functioning, shall be made within forty-eight (48) hours from response time except for justifiable cause.
- The supplier shall provide all consumables (toner cartridges, spare parts, other auxiliary)
- The supplier shall be responsible in the regular maintenance of all machines. including the inclusion of relevant insurance system. Authorized technician/s of the required to conduct preventive maintenance at least every quarter.

End-user's or DepEd's Duties and Responsibilities:

- The machines, including all accessories shall remain the property of the Service Provide. The DepEd shall not make any alternations on the machines. nor sell, dispose, transfer, rent, pledge, or mortgage, execute any other contract, or otherwise deal with the machines in anv manner which may be prejudicial to the right of the Service Provider.
- The DepEd shall take care of the machines with utmost diligence and shall not allow unauthorized persons to operate it. Anv damage to the machines due to improper operation by unauthorized persons shall be charged to, and paid for, by the DepEd.

Technical Requirements:

Functions: Print, Copy and Scan

Copying Requirement:

- 55 copies or print/min. (Black)
- 50 copies or print/min. (Colored)

Printing Requirement:

- Print Resolution: 1200 x 1200 dpi
- Copy Resolution 600 x 600 dpi
- Scan Resolution 600 x 600 dpi

Scanning Requirement:

- Network Scanning

Connectivity:

- USB 2.0
- Wi-Fi Direct

Paper Size Supported:

- A4, A6, Legal, Letter, Envelope

Paper Tray:

- 4 Trays x 500 sheets = 2,000 sheets + BYPASS TRAY

Supported OS:

- Windows/ Mac OS

Ink: Cartridge / Tank Type

Other Requirement:

- User Manual in English
- Must be able to scan colored
- Must be able to print 2 duplex automatically
- Must be able to support wireless printing

Technical Specifications

Detailed Technical Specifications

ITEM	SPECIFICATIONS	QTY. & OUM	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
1	<p style="text-align: center;">Multi-Function Colored Printers</p> <p>Functional Specifications: Copier, Printer, and Scanner</p> <p>FUNCTIONS: Print, Copy, Scan</p> <p>COPYING REQUIREMENT: 55 copies or print/min. (Black) 50 copies or print/min. (Colored)</p> <p>PRINTING REQUIREMENT: Print Resolution: 1200 x 1200 dpi Copy Resolution 600 x 600 dpi Scan Resolution 600 x 600 dpi</p> <p>SCANNING REQUIREMENT: Network Scanning</p> <p>CONNECTIVITY: USB 2.0; Wi-Fi Direct</p> <p>PAPER SIZE SUPPORTED: A4, A6, Legal, Letter Envelope</p> <p>PAPER TRAY: 4 Trays x 500 sheets = 2,000 sheets + BYPASS TRAY</p> <p>SUPPORTED OS: Windows; Mac OS</p> <p>OTHER REQUIREMENT: User Manual in English Must be able to scan colored Must be able to print 2 duplex automatically Must be able to support wireless printing</p> <p>INK: Cartridge / Tank Type</p>			

STATEMENT OF COMPLIANCE

I hereby commit to provide the above-specified requirements in compliance with the Technical Specifications for the Project: **Lease of Multi-Function Colored Printers**

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"

Items	Description	QTY. & Unit of Measurement (UOM)	Unit Cost (Php)	Price Ceiling (Php)	Supplier's Offer (state brand, model, make and specifications)	Total Price
1	Lease of Multi-Function Colored Printers	2 UNITS	120,000.00	240,000.00		
	TOTAL ABC			PHP 240,000.00	Total Price Offer	

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 seven (7) calendar days to commence upon 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:



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF EDUCATION **DepED**
DepEd Complex, Meralco Avenue, Pasig City

PURCHASE ORDER

Supplier	:	_____	P.O. No.	_____
Date	:	_____		
Address	:	_____		
Email Address:		_____		
Telephone Nos.:		_____		
Mode of Procurement:		<u>NP-SVP</u>		
End-User:		<u>FS-GASO</u>		
TIN	:			
Gentlemen:		Please furnish this Office the following articles subject to the terms and conditions contained herein:		

Place of Delivery: **Finance Service-Government Assistance & Subsidies Office (FS-GASO)**
Ground Floor Mabini Bldg., DepEd Complex, DepEd Central Office, Meralco Avenue, Pasig City. Delivery Term
:

Date of Delivery : within Thirty (30) calendar days from the receipt of Authority to Mass Print.

Payment Term: (see Terms and Conditions)

Project Title: Lease of Multi-function Colored Printers

DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL PRICE (IN PHP)
Terms of Reference				
For the procurement of purely services:				
<u>Lease of Multi-Function Colored Printers</u>				
TOTAL				PH P
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,

GLORIA JUMAMIL-MERCADO

Undersecretary

Human Resource and Organizational Development
Head of Procuring Entity
Department of Education

Conforme: _____

Signature Over Printed Name of Supplier

Date

Funds Available:

OR No.: _____

Amount: _____

SAMPLE

TERMS AND CONDITIONS

4. The Service Provider shall be responsible for the source(s) of its goods/items/materials/equipment and shall render services in accordance with the delivery time, place of delivery, descriptions and specifications provided by the award or purchase order (PO). Failure by the Service Provider 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 DepEd option.
5. The Request for Quotation (RFQ) and the Service Provider offer including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted by the Service Provider 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.
6. The Service Provider 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 Service Provider shall constitute an official notice. Thereafter, if the PO remains unclaimed, the said PO shall be canceled.
7. Subject to the provisions of the preceding paragraph, where the Service Provider had claimed the PO but failed to render the required services within the time provided in the PO, the Service Provider shall be charged liquidated damages (LD). The amount of LD, deductible from payments due to the Service Provider, 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 action available to DepEd under RA 9184 and its IRR, and other laws.
8. The Service Provider 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.
9. The Service Provider shall deliver the goods at DepEd Complex, Meralco Ave., Pasig City.
10. The Service Provider shall furnish a detailed operations and maintenance manual for each appropriate unit of the machines/equipment to be leased.
11. The Service Provider shall perform, supervise, or maintain and/or repair the machines/equipment for a period of time agreed by the parties.
12. The Service Provider shall train/instruct DepEd personnel on the assembly, start-up, operation, maintenance and/or repair of the machines/equipment.
13. 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
14. One Hundred Percent (100%) of the Contract Price shall be paid to the Supplier within 60 calendar days, subject to existing Government disbursement procedure, upon complete performance of services, and acceptance of the same by the DepEd subject to the submission of the following documents:
 - a. Actual value of services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract/PO;
 - b. Certification by the Proponent, duly signed and dated by the authorized representative of DepEd indicating that services been rendered in accordance with the PO

Other delivery documents as may be subsequently prescribed by the Procuring Entity shall be provided by the Supplier.

Conforme:

Signature over printed name of Supplier

Date