



Republic of the Philippines
Department of Education
 PROCUREMENT MANAGEMENT SERVICE

BIDS AND AWARDS COMMITTEE VI

Request for Quotation (RFQ)

Reference No.:	2024-SIF1(003)-BVI-NPSVP-059
End-user Unit:	Human Resources and Organizational Development - Education Facilities Division (HROD-EFD)
Due date:	December 5, 2024
If further information is required, please contact:	HROD-EFD Contact Nos. 8633-7263 / 8638-7110 / 8636-4877

November 28, 2024

To: All Prospective Proponents

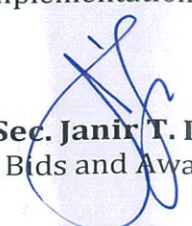
- The **Department of Education**, through its **Bids and Awards Committee (BAC) VI**, requests price quotation for the project **Purchase of Toner/Drum Cartridge for Printers of Education Facilities Division**, particularly described and detailed in the **Project Reference**, hereto attached as **Appendix "A"**.
- Said quotation shall be received on or before **10:00 A.M. on December 5, 2024** by courier or by hand-delivery at the address given below:
 Bids and Awards Committee VI
 Rm. M-512, 5th Floor, Mabini Bldg.
 DepEd Complex, Meralco Avenue, Pasig City, Philippines
depedcentral.bacsecretariat@deped.gov.ph
- The successful Proponent must be able to meet the following requirements:
 - 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.
 - 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.

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

JAD - JRY - SLA



4. The Proponent is required to submit a Financial Proposal indicating its price for the required lot. The Approved Budget for the Contract **PHILIPPINE PESOS THREE HUNDRED-TWO THOUSAND, TWO HUNDRED and 00/100 (Php302,200.00)**. 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) VI.
5. 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.
 - 5.1. 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 quotation 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.
 - 5.2. Based on the above-stated provisions, the Proponent's quotation sent by email will not be accepted and will be considered as rejected.
6. The quotation should be valid for thirty (30) calendar days from the due date indicated above.
7. DepEd reserves the right to request any additional information that it deems necessary in order to make any decision on any quotation.
8. 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.
9. 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.
10. 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. Janir T. Datukan
Chairperson, Bids and Awards Committee VI

Received Copy:

Remarks:

PROJECT REFERENCE

I. PROJECT TITLE:

Purchase of Toner/Drum Cartridge for Printers of Education Facilities Division

II. PROJECT OWNER:

Department of Education – Human Resources and Organizational Development – Education Facilities and Division (SIF-EFD)

III. OBJECTIVE:

To procure the project *Purchase of Toner/Drum Cartridge for Printers of Education Facilities Division* in the most effective and prompt manner, primarily considering time and resource constraints.

IV. 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
(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);

In addition, the supplier with SCQ or LCQ shall submit the samples indicated below **within five (5) calendar days** from receipt of notice from the BAC.

- (i) One (1) sample each of the toner cartridge for Samsung MLT-D203L and Brother TN-3448 and 1 sample drum cartridge for Brother DR-3455, black (drum) shall be provided by the bidder having the SCQ or LCQ during Post-Qualification period.

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 of Republic Act No. 9184.

V. 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 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 or PO 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. 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 goods shall be delivered at **Human Resources and Organizational Development – Education Facilities Division (HROD-EFD), DepEd Complex, Meralco Ave., Pasig City**. Risk and title to the goods will pass from the Proponent to DepEd upon receipt and final acceptance of the goods at their final destination.

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-EFD 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. Edna P. Bolima, 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.

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 to the goods will not pass 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 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 60 calendar days, subject to existing Government disbursement procedure, upon delivery and acceptance of goods by the duly authorized DepEd representative, and receipt of the billing statement of account.

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

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

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 ProcMS-CMD, and must be submitted through email at 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.

E. Warranty

A three (3) month comprehensive warranty after acceptance of the delivered goods. 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 or special bank guarantee in the amount-equivalent to one percent (1%) of the full payment Contract/PO Price.

Replacement of the goods may be requested within the warranty period. Replacement shall be made within seven (7) 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.

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

VII. TECHNICAL SPECIFICATIONS 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. 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 VI
Department of Education
Room M-512, 5th Floor, Mabini Bldg.,
DepEd Complex, Meralco Avenue, Pasig City
Tel Nos. 8633-9343 / 8636-6542

depedcentral.bacsecretariat@deped.gov.ph
Look for: Mr. Joshua Rajah T. De Dios (Project in Charge)

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Schedule of Requirements

Purchase of Toner/Drum Cartridge for Printers of Education Facilities Division				
Lot No.	Item	Description	Quantity	Delivery Period
1	1	Samsung MLT-D203L	30 pcs.	Within 30 calendar days upon receipt of Notice to Proceed (NTP)
	2	Brother TN-3448	10 pcs.	
	3	Brother DR-3455, BLACK (DRUM)	6 pcs.	

A. Delivery Schedule

Complete delivery of the goods shall be made within the contract duration stipulated above, from the date of receipt of the NTP.

B. Project Site

Goods shall be delivered to **DepEd Complex, Meralco Avenue, 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 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.
- 4) The Proponent shall coordinate with DepEd Administrative Service- Records Division for purposes of Inspection and Acceptance.
- 5) The goods must be packed per unit with bubble wrap and well protected from damage during delivery.

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 on 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 bidder or bidders.

Name and Signature of Provider's Authorized Representative

Technical Specifications

Detailed Technical Specifications

LOT NO.	ITEM	SPECIFICATIONS	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
1	1. Samsung MLT-D203L	<ul style="list-style-type: none"> ▪ Cartridge Type: Toner Cartridge (Brandnew/Original) ▪ Ink Color: Black ▪ Page Yield: 5000 pages 		
	2. Brother TN-3448	<ul style="list-style-type: none"> ▪ Cartridge Type: Toner Cartridge (Brandnew/Original) ▪ Ink Color: Black ▪ Page Yield: 8000 pages 		
	3. Brother DR-3455, BLACK (DRUM)	<ul style="list-style-type: none"> ▪ Cartridge Type: Drum Cartridge (Brandnew/Original) ▪ Approx. 30,000 A4/Letter pages (1 page/job) 		

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Purchase of Toner/Drum Cartridge for Printers of Education Facilities Division**

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.	Items	Description	Qty.	Price Ceiling (Php)	Unit of Measurement (UOM)	Supplier's Offer (state brand, model, make and specifications)	Unit Price (Php)	Total Price
1	1	Samsung MLT-D203L	30	195,000.00	Piece			
	2	Brother TN-3448	10	58,000.00	Piece			
	3	Brother DR-3455, BLACK (DRUM)	6	49,200.00	Piece			
TOTAL ABC						PHP 302,200.00	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 is within thirty (30) calendar days from the receipt of 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 : _____	
Telephone Nos. : _____	Mode of Procurement : <u>NP-SVP</u>
TIN : _____	End-User : <u>Human Resources and Organizational Development - Education Facilities Division (HROD-EFD)</u>
Gentlemen:	

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

Place of Delivery : <u>DepEd Central Office</u>	Delivery Term : _____
Date of Delivery : <u>within thirty (30) calendar days from the receipt of NTP.</u>	
Payment Term : (see Terms and Conditions)	
Project Title : <u>Purchase of Toner/Drum Cartridge for Printers of Education Facilities Division</u>	

DESCRIPTION	UOM	QTY.	UNIT COST	TOTAL PRICE (IN PHP)
1. Samsung MLT-D203L <ul style="list-style-type: none"> • Cartridge Type: Toner Cartridge (Brandnew/Original) • Ink Color: Black • Page Yield: 5000 pages 	Piece	30		
2. Brother TN-3448 <ul style="list-style-type: none"> • Cartridge Type: Toner Cartridge (Brandnew/Original) • Ink Color: Black • Page Yield: 8000 pages 	Piece	10		
3. Brother DR-3455, BLACK (DRUM) <ul style="list-style-type: none"> • Cartridge Type: Drum Cartridge (Brandnew/Original) • Approx. 30,000 A4/Letter pages (1 page/job) 	Piece	6		
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,

MARIO M. BERMUDEZ
Director III
Officer-in-Charge, Office of the Director for BHRD
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 canceled.
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 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 action 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 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.

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 10 calendar days from the submission of the letter request.

The request for inspection or PDI shall be addressed to ProcMS-CMD, and must be submitted through email at procms.cmd@deped.gov.ph

8. Supplier shall guarantee its deliveries to be free from defects and shall commit a three-month 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 by the Supplier within seven (7) calendar days upon receipt of a written notice to that effect. Cost of replacement of defective goods or items shall be solely for the account of the Supplier.
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 PO;
 - (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 PO. Other delivery documents as may be subsequently prescribed by DepEd shall be provided by the Supplier.

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

One hundred percent (100%) of the PO Price shall be paid to the Supplier within 60 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.

Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to one percent (1%) of the payment, or a special bank guarantee in the amount equal to one percent (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