

Republic of the Philippines Department of Finance **INSURANCE COMMISSION** 1071 United Nations Avenue Manila



# **REQUEST FOR QUOTATION**

The Insurance Commission (IC) invites all interested suppliers/distributors to quote their lowest price on the item listed below, subject to the provisions of attached Terms and Conditions including the following requirements:

NAME OF PROJECT	Supply and Delivery of Construction Materials for the Improvement/Repair of the Existing IC Library		
REFERENCE NO./PR NO.	2019-10-342		
LOCATION	Ground Floor, IC Building, 1071 United Nations Avenue, Ermita, Manila		
MODE OF PROCUREMENT:	Negotiated Procurement- Small Value Procurement (Sec. 53.9, Revised Implementing Rules and Regulations of R.A. No. 9184)		
APPROVED BUDGET FOR CONTRACT (ABC)	Eighty-One Thousand Eight Hundred Thirteen Pesos and 40/100 (Php81,813.40)		
DELIVERY PERIOD	Within five (5) calendar days upon receipt of the Notice to Proceed		

The SEALED QUOTATION with the enclosed Reply Slip must be submitted not later than 2:00PM, <u>/</u>2 November 2019 to the Administrative Division in the contact information below:

Contact persons:	Mr. Rey M. Gannaban, IC Administrative Aide II	
	Mr. Crisostomo O. Ferrer, IC Administrative Officer III	
Office Address:	Second Flr. Insurance Commission Bldg., 1071 United Nations Ave., Ermita, Manila	
Telephone Nos.:	(8)5238461 to 70 local 120; (8)5243548	
E-mail:	rm.gannaban@insurance.gov.ph; co.ferrer@insurance .gov.ph	
2	inigamaban@nbaranbe.gov.pri, ob.iener@nbaranbego	

**CRESCENCIA R. GATCHALIAN** Officer-in-Charge Administrative Division 14

Manila3 October 2019



Republic of the Philippines Department of Finance **INSURANCE COMMISSION** 1071 United Nations Avenue Manila



## TERMS AND CONDITIONS

Supply and Delivery of Construction Materials for the Improvement/Repair of the Existing IC Library (P.R. No. 2019-10-342)

### I. SPECIFIC DELIVERABLES AND APPROVED BUDGET

1. The prospective suppliers shall bid for the supply and delivery of various construction materials for the Improvement/Repair of the Existing Insurance Commission (IC) Library including built-in cost of delivery:

#	For purposes of material c ITEM	QTY	UNIT
1	Good lumber 2" x 2" x 8' or S4S	30	рс
2	Gypsum board 12mm	36	рс
3	Masking tape 1"	10	рс
4	Common wire nail 2"	1	kilo
5	Valspar	2	gallon
6	Black screw 1"	1000	рс
7	Flat latex (4 gallons)	4	gallon
8	C-11 vise grip clamp	1	рс
9	Boral	1	bag
10	Door lock set	2	рс
11	Automatic door closer	2	рс
12	Quick drying enamel colored chocolate brown	2	gallon
13	Paint thinner	2	gallon
14	Roller brush 6" cotton	2	рс
15	Roller brush 4" cotton	4	рс
16	Roller brush 4" foam	4	рс
17	Paint brush 3" yellow	4	рс
18	Paint brush 2" yellow	4	рс
19	Sandpaper #100	5	meter
20	Joint tape 2"	3	pc
21	Sandpaper 240	30	рс
22	Sandpaper 120	20	рс
23	Polyurethane varnish	5	gallor
24	Lacquer thinner	1	gallor
25	3.5mm <sup>2</sup> (12 AWG) THHN Stranded insulated copper wire	2	box
26	1" PVC moulding	30	pc

#	For purposes of material	QTY	LINUT
27	PVC electrical tape	5	UNIT
28	1 ½ " PVC moulding		рс
29	5mm tox	10	рс
30		3	box
31	5mm granite masonry bit	4	рс
	1" black screw	300	рс
32	Duplex universal convenience outlet with plate cover	20	set
33	Surface mounted PVC utility box	20	pc
34	Two (2) gang plate cover, classic	10	рс
35	Allen wrench, ordinary	1	set
36	50 ampere, 3 pole, bolt- on, common trip circuit breaker	1	рс
37	70 ampere, 3 pole, bolt- on, common trip circuit breaker	1	рс
38	<sup>3</sup> ⁄ <sub>4</sub> " Ø flexible conduit, orange	50	meter
39	1 " Ø flexible conduit, orange	10	meter
40	Paint brush 1" yellow	4	рс
41	Stopa rags	3	kilo
42	Lacquer sanding sealer	2	gallon
43	Roller brush tray	2	pc
44	23 watt compact fluorescent lamp	5	pc
45	Rubber socket	5	рс
46	Male plug	5	pc pc
47	22 mm <sup>2</sup> (#4 AWG) stranded THHN insulated copper wire	30	meters

The winning supplier shall perform one time delivery of the construction materials on the project site at IC Building, 1071 United Nations Ave., Ermita, Manila.

2. The approved budget for the contract is **Eighty-One Thousand Eight Hundred Thirteen Pesos and 40/100 (Php81,813.40)** inclusive of all taxes and applicable charges.

## II. TIMELINE/SCHEDULE OF DELIVERY

The supply and delivery of construction materials shall be completed within five (5) calendar days upon receipt of the Notice to Proceed. Late delivery shall be subject to penalty equivalent to 1/10 of the total cost of undelivered items.

## **III. GENERAL CONDITIONS**

- 1. These terms and conditions shall be deemed an integral part of the contract between IC and the winning supplier.
- 2. All entries in the quotation must be typewritten in company's letterhead, duly signed by the supplier/bidder or its duly authorized representative.
- 3. The price quotation, to be denominated in Philippine Peso, shall include all taxes, duties and/or levies payable.
- 4. The quoted prices shall be considered fixed and not subject to price escalation during the contract implementation.
- 5. The prospective suppliers shall coordinate with Mr. Rey M. Gannaban, IC Administrative Aide II, and Mr. Crisostomo O. Ferrer, IC Administrative Officer III of the IC Administrative Division- General Services Section for the conduct of any activity related to the project.
- 6. The prospective suppliers shall adhere strictly to the terms and conditions of this project. In case of delivered sub-standard materials or a portions thereof, the supplier shall immediately replace them without additional cost to IC.

The brand names specified are intended to assure the level of quality needed for the project. This does not mean, however, that the brands specified are exclusive. The supplier may propose substitute materials that are of the equivalent quality subject to evaluation and acceptance by the IC.

- 7. Price validity shall be for a period of thirty (30) working days from the submission of the quotation.
- 8. Payment shall be made within fifteen (15) working days upon complete delivery and acceptance of the construction materials by IC subject to deduction of applicable taxes.
- 9. Each supplier/bidder, who shall be holder of valid business licenses from relevant government agencies, is required to enclose the following in the quotation:
  - 9.1 Proof of PhilGEPS Registration
  - 9.2 Business Registration (SEC/DTI/CDA)
  - 9.3 Mayor's Business Permit
  - 9.4 Latest Income/Business Tax Return
  - 9.5 Notarized Omnibus Sworn Statement (template attached)

#### Limitation of Liability

10. Subject to the IC's obligation to pay the price due to the supplier/bidder, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this terms and conditions or the performance or observance of its obligations under this terms and conditions and every applicable part of it shall be limited in aggregate to the Price.

#### Termination

- 11. The agreement between the IC and the supplier/bidder shall be effective upon its approval by the former and acceptance by the latter, and shall continue, unless terminated sooner or until the completion date.
- 12. Either party may terminate the agreement upon written notice if the other is in breach of any material obligation contained in this terms and conditions, which is not remedied (if it is capable of being remedied) within fifteen (15) days of written notice from the other Party so to do.
- 13. Any termination of the agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

#### Miscellaneous

- 14. The failure of either party to enforce its rights based on the agreement under these Terms of Reference at any time for any period shall not be construed as a waiver of such rights.
- 15. If any part, term or provision of these Terms of Reference is held illegal or unenforceable neither the validity nor enforceability of the remainder of the provisions shall be affected.
- 16. Neither Party shall be liable for failure to perform or delay in performing any obligation under these Terms of Reference if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion or industrial dispute. If such delay or failure continues for at least five (5) days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by written notice to the other.
- 17. It is understood that all the relevant provisions of the Republic Act No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations shall apply, govern, and complement the agreement arrived at under these terms and conditions.
- 18. The IC reserves the right to reject any or all quotations/bids, to annul the procurement process, to reject all quotations/bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s), and to accept only the offer that is most advantageous to the Government.

CRESCENCIA R. GATCHALIAN Officer-in-Charge Administrative Division

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### **REPLY SLIP**

Name of Supplier	:	
Address	:	
<b>Business Permit No.</b>	:	
Tax Identification No		
PhilGEPS Registrati		

After having carefully read and accepted the conditions in the Terms of Reference (TOR) for the **Supply and Delivery of Construction Materials for the Improvement/Repair of the Existing IC Library** (*P.R. No. 2019-10-342*), I/We quote you on the items at prices noted below:

#	ITEM	QTY	UNIT	UNIT PRICE (Php)	TOTAL PRICE (Php)
1	Good lumber 2" x 2" x 8' or S4S	30	рс		(11)
2	Gypsum board 12mm	36	рс		
3	Masking tape 1"	10	pc		
4	Common wire nail 2"	1	kilo		
5	Valspar	2	gallon		
6	Black screw 1"	1000	рс		
7	Flat latex (4 gallons), BOYSEN or approved equal	4	TIN		
8	C-11 vise grip clamp	1	рс		
9	Boral	3	bag		
10	Door lock set, Yale or approved equal	2	pc		
11	Automatic door closer, Yale or approved equal	2	рс		
12	Quick drying enamel colored chocolate brown	2	gallon		
13	Paint thinner	2	gallon		
14	Roller brush 6" cotton	2	рс		
15	Roller brush 4" cotton	4	pc		
16	Roller brush 4" foam	4	pc		
17	Paint brush 3" yellow	4	рс		
18	Paint brush 2" yellow	4	рс		
19	Sandpaper #100	5	meter		
20	Joint tape 2"	3	рс		
21	Sandpaper 240	30	рс		
22	Sandpaper 120	20	рс		
23	Polyurethane varnish	5	gallon		
24	Lacquer thinner	1	gallon		
25	3.5mm <sup>2</sup> (12 AWG) THHN Stranded insulated copper wire	2	box		
26	1" PVC moulding	30	рс		
27	PVC electrical tape	5	рс		
28	1 ½ " PVC moulding	10	рс		

#	ITEM	QTY	UNIT	UNIT PRICE (Php)	TOTAL PRICE (Php)
29	5mm tox	3	box		(
30	5mm granite masonry bit	4	pc		
31	1" black screw	300	pc		
32	Duplex universal convenience outlet with plate cover	20	set		
33	Surface mounted PVC utility box	20	рс		
34	Two (2) gang plate cover, classic	10	рс		
35	Allen wrench, ordinary	1	set		
36	50 ampere, 3 pole, bolt-on, common trip circuit breaker	1	рс		
37	70 ampere, 3 pole, bolt-on, common trip circuit breaker	1	рс		
38	¾ "Ø flexible conduit, orange	50	meter		
39	1 "Ø flexible conduit, orange	10	meter		
40	Paint brush 1" yellow	4	рс		
41	Stopa rags	3	kilo		
42	Lacquer sanding sealer	2	gallon		
43	Roller brush tray	2	рс		
44	23 watt compact fluorescent lamp	5	pc		
45	Rubber socket	5	рс		
46	Male plug	5	pc		
47	22 mm <sup>2</sup> (#4 AWG) stranded THHN insulated copper wire	30	meters		
	TOTAL AMOUNT Note: Total cost should not ex 81,81340inclusive of 12% VAT charges.	xceed the and all otl	ABC in the applica	ne amount of ble taxes and	

In compliance with the terms and conditions, the duly notarized Omnibus Sworn Statement is enclosed. Certified true copies of the following valid documents are likewise enclosed:

- 1. Proof of PhilGEPS Registration
- 2. Business Registration (SEC/DTI/CDA)
- 3. Mayor's Business Permit
- 4. Latest Income/Business Tax Return

Signature Over Printed Name of Supplier/ Authorized Representative

Position: \_\_\_\_\_ Date : \_\_\_\_\_

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] with office address at [address 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;
- 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 following responsibilities as a Bidder:
  - 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.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

#### NAME OF NOTARY PUBLIC

Serial No. of Con	nmission
Notary Public fo	r until
Roll of Attorney:	s No.
PTR No.	[date issued], [place issued]
IBP No.	[date issued], [place issued]

Doc. No.	
Page No.	
Book No.	
Series of	

\* This form will not apply for WB funded project