



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

REQUEST FOR QUOTATION

The Insurance Commission (IC) invites all interested PhilGEPS Registered suppliers to submit their lowest price quotation on the items listed below, subject to the provisions of Terms of Reference (TOR):

NAME OF PROJECT	Supply, Delivery, and Installation of Mobile File Compactor at the Insurance Commission
PURCHASE REQUEST/ REF. NO.	2021-09-183
LOCATION	IC Main Office Building, 1071 United Nations Avenue, Ermita, Manila
MODE OF PROCUREMENT	<i>Negotiated Procurement – Small Value Procurement</i> (Sec. 53.9, Revised Implementing Rules and Regulations of R. A. No. 9184)
APPROVED BUDGET FOR THE CONTRACT	One Million Pesos Only (Php1,000,000.00), <i>inclusive of applicable charges and taxes</i>
DELIVERY PERIOD	Sixty (60) calendar days upon receipt of Notice to Proceed (NTP)

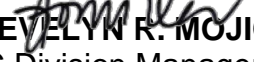
The duly accomplished and signed **REPLY SLIP**, including the required documents as enumerated therein, **must be submitted either personally or via email using scanned/PDF files (colored attachments)**, not later than 12:00 NN, 28 October **2021** to the Administrative Division – Records Section through the following:

Contact person: Ms. Chantal Mae V. Simon, IC Administrative Officer III
Ms. Jenina Roussel A. Vergara, IC Administrative Officer II

Office Address: 2nd Floor IC Main Office Building, 1071 United Nations Avenue, Ermita, Manila

Telephone Nos.: (02) 8523-8461 local 120

E-mail: cmv.simon@insurance.gov.ph
ira.vergara@insurance.gov.ph


REVELYN R. MOJICA
IC Division Manager
Administrative Division

22 October 2021

**TERMS OF REFERENCE (TOR)
SUPPLY, DELIVERY AND INSTALLATION OF MOBILE FILE COMPACTOR
AT THE INSURANCE COMMISSION (IC)**

I. Scope of Work and Job Specifications

The prospective supplier shall bid for the **Supply, Delivery and Installation of Mobile File Compactor at the Insurance Commission (IC) as one (1) lot**. The IC invites the services of a qualified contractor/supplier for the Supply, Delivery and Installation of Mobile File Compactor for the following:

MINIMUM AND ESSENTIAL WORK SPECIFICATIONS
<u>GENERAL WORK REQUIREMENTS:</u>
1. To supply, deliver, install and commission mobile file compactor at the Administrative Division – Records Section.
2. To install the file compactor based on the equitable/uniform space allocation in the designated area.
3. The supplier must diligently conduct inspection/assessment of the area, and prepare its own layout, design and specifications for the actual mobile file compactor being proposed for installation. <u>The layout, design and specifications must be attached in the quotation.</u>
4. The prospective supplier is advised to conduct ocular inspection to diligently come up with the assessment of the actual location, floor area, exact measurements, and such other critical factors, to ensure feasibility of the installation and commissioning.
5. The supplier must be able to provide assessment and written recommendation, upon inspection of the installation area, concerning the need for improvement/preparations such as floor levelling, dismantling and/or relocation of existing materials, structures, wirings, cabling, conduits, and devices which may hamper or hinder the installation and operation of the mobile file compactor. <u>The assessment and recommendation must be attached in the quotation.</u>
6. The prospective bidder/s shall submit their initial technical floor lay-out design and the 3-dimensional presentation of the proposed office lay-out design without owner's copyright and subject for alterations/revisions by the IC.
<u>INSTALLATION:</u>
1. Installation must be facilitated with utmost care using necessary equipment to ensure safety of personnel and properties.
2. Materials, equipment and accessories to be supplied must be brand new and free from defects.

3. The supplier shall provide all necessary Personal Protective Equipment (PPE) for all its workers/staff, such as, but not limited to appropriate gear, safety shoes, hardhats, vests, and the like.
4. The supplier including all its personnel shall abide by prevailing health and safety protocols being implemented by IC and the government, in general.
5. The Supplier shall provide experienced and qualified manpower, tools and equipment which are capable of producing the quality and quantity of work and materials required to complete the project.
6. The Supplier shall be required to submit advance information about its personnel and equipment which are necessary in the implementation of the project.
7. Conduct of construction and related activities at the IC premises shall be limited to office hours only, unless otherwise allowed under meritorious conditions, subject to filing of a request by service provider/supplier one (1) working day prior to the said scheduled activities.
8. The Supplier shall ensure that the office spaces or workspaces immediately beside or next to the installation or work area, including office property and equipment, furniture, and fixtures, are protected from debris, dust and/or any particles/materials that may originate from installation works.
9. The Supplier shall also conduct general cleaning after work, and shall be liable for any and all accidents, losses and/or damage resulting from inappropriate construction methodologies.
<u>SUPPORT SERVICE REQUIREMENTS:</u>
1. It is essential that the Supplier maintain a local parts and services facility. The supplier must carry sufficient inventory to cover parts and services within twenty-four (24) hours.
2. The supplier shall have a factory trained service representatives to furnish all installations, test, and start-up supervision necessary for final approval and acceptance as well as perform maintenance and repairs on all components as required.
<u>WARRANTY AND AFTER-SALES SERVICE REQUIREMENTS:</u>
Equipment shall be guaranteed against defective parts or workmanship under the terms of the manufacturer's and dealer's standard warranty for a period of two (2) years and shall cover full parts and labor.

<u>Minimum Specifications of Mobile Compactor (Components):</u>				
ITEM NO.	DESCRIPTION	SPECIFICATION	QTY	U/M
1	2 Bay, Single faced, Fixed		1	pc
2	2 Bay, Double faced, Movable		4	pc
3	2 Bay, Single faced, Movable		1	pc
4	Wheels	-	5	set
<u>Other Specifications:</u>				
1	Built with cold rolled steel with epoxy powder coating			
2	Each single bay has an approximate dimension of 108.9 cm (length) x 222 cm (height) x 42-60 cm (depth)			
3	Adjustable shelf height approximately 365mm to 400mm at 5 shelves per bay			
4	Rails are made of 25mm solid square bar			
5	Undergone pre-treatment process including deionized water rinse followed by electrostatic polyester epoxy powder coating as standard finish			
6	Industrial quality wheels			
7	Equipped with in track anti-tilt mechanism			
8	With built-in safety locks designed to safeguard users from being accidentally trapped in aisles			
9	Heavy duty iron die casting wheels with anti-rust zinc coating			
10	Close type front panel that avoids dust			
11	Central Locking System			
12	Platform with adjustable foot caps			
13	Minimum specifications and service included: delivery, bay configuration, floor drilling and rail installations and bay installation and commissioning			

II. Terms of Quotation

1. The price quotation, to be denominated in Philippine Peso, should not exceed the Approved Budget for Contract (ABC) of **One Million Pesos Only (Php1,000,000.00)** inclusive of 12% VAT and all other applicable taxes and charges.
2. Bids received in excess of the ABCs shall be automatically disqualified during bid evaluation.
3. The price validity shall be for a period of **thirty (30) days** from submission of quotation.

4. All bids shall include all applicable taxes and shall be considered as fixed prices. Same shall not be subjected to price escalation during contract implementation.
5. Payment shall be made within thirty (30) days after the complete delivery of required goods and services, and acceptance thereof by the IC. The IC shall not be held liable for any delay in the payment under reasonable and acceptance circumstances.

III. General Conditions

1. All entries in the Reply Slip/Quotation **must be typewritten in company's letterhead, duly signed by the supplier/bidder or its duly authorized representative.**
2. **A Certified True Copy of the supplier's/bidder's valid PhilGEPS Registration Number/Certificate, including an original copy of the duly notarized Omnibus Sworn Statement (template attached), shall be attached to the Reply Slip/Quotation upon submission.**
3. The duly accomplished and signed **Reply Slip**, including the required documents enumerated therein, **must be submitted in person or through email not later than 12:00 NN, 28 October 2021** to the Administrative Division through the following:

Ms. Chantal Mae V. Simon, IC Administrative Officer III
cmv.simon@insurance.gov.ph

Ms. Jenina Roussel A. Vergara, IC Administrative Officer II
ira.vergara@insurance.gov.ph
4. For verification/validation purposes, the bidder with the lowest bid/quotation shall be subject to post-qualification and required to present the **original copies of the documentary requirements enumerated in the REPLY SLIP, as necessary:**
 - a. Valid PhilGEPS Registration Number/Certificate;
 - b. Business Registration issued by the Security and Exchange Commission (SEC), Department of Trade of Industry (DTI) or Cooperative Development Authority (CDA), whichever applicable;
 - c. Valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
 - d. Certificate of Tax Registration issued by the Bureau of Internal Revenue (BIR); and
 - e. Latest Income/Business Tax Returns (ITR).
5. **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.

IV. Special Conditions

Qualification of Supplier

1. The supplier should be a holder of a valid business license /s issued by relevant government agencies, and must be duly registered with the PhilGEPS.
2. The supplier/bidder must have business experience similar to the project to be implemented. Additional proof of business experience may be obtained by the IC during the post-qualification.
3. All prospective suppliers/bidders, prior to submitting their respective bids, are required to inspect and examine the site and surroundings involved in the Project, to arrive at the most reasonable costing for the needed labor, materials, equipment and services.

The site inspection and examination shall be allowed from 26 to 27 October 2021 at 9:00 AM until 12:00 NN. Any cost incurred during the site inspection shall be for the account of the prospective supplier/bidder. For this purpose, each prospective supplier/bidder shall submit a **Site Inspection Certificate (template attached)** issued by the Procuring Entity, which shall constitute part of the documentary requirement.

Delivery of Services

4. The schedule of delivery and installation should be completed within **sixty calendar (60) days** from the receipt of Notice to Proceed (NTP).

Penalties

5. When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, 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 by the procuring entity concerned.

V. Limitation of Liability


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

VI. Termination

1. The agreement between the Insurance Commission and the Supplier 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 and completion of issues to be delivered.
2. Either Party may terminate the agreement upon notice in writing if the other is in breach of any material obligation contained in this TOR, which is not remedied (if it is capable of being remedied) within thirty (30) days of written notice from the other Party so to do.
3. 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.

VII. Miscellaneous

1. The failure of either party to enforce its rights based on the agreement under this TOR at any time for any period shall not be construed as a waiver of such rights.
2. If any part, term or provision of this TOR is held illegal or unenforceable neither the validity nor enforceability of the remainder of the provisions shall be affected.
3. Neither Party shall be liable for failure to perform or delay in performing any obligation under this TOR 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 seven (7) days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by written notice to the other.
4. 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 this TOR.


REVELYN R. MOJICA
IC Division Manager
Administrative Division

22 October 2021

REPLY SLIP

Name of Supplier : _____
Office Address : _____

Email Address : _____
Telephone Number : _____
Business Registration No. : _____
Tax Identification No. : _____
**PhilGEPS Registration/
Organization No.** : _____

After having carefully read and accepted the provisions under the Terms of Reference for the **SUPPLY, DELIVERY AND INSTALLATION OF MOBILE FILE COMPACTOR AT THE INSURANCE COMMISSION**, I/we quote you on the item at prices noted below:

QTY	UNIT	ITEM AND DESCRIPTION	UNIT COST	TOTAL PRICE (vat inclusive)
1	Lot	Supply, Delivery, and Installation of Mobile File Compactor at the Insurance Commission		
Notes: 1. Total cost should not exceed ABC of One Million Pesos Only (Php1,000,000.00) 2. Price quotation is inclusive of 12% VAT, all other applicable taxes, and charges for labor and materials per scope of work.				

In compliance with the TOR, **original copies of the following are enclosed together with the Reply Slip:**

1. Notarized Omnibus Sworn Statement (using prescribed template/format);
2. Certificate of Site Inspection (using prescribed template/format); and
3. Product Brochures.

Certified true copies of the following documents are likewise enclosed:

1. Valid PhilGEPS Registration Number/Certificate;
2. Business Registration issued by the Security and Exchange Commission (SEC), Department of Trade of Industry (DTI) or Cooperative Development Authority (CDA), whichever applicable;
3. Valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;

4. Certificate of Tax Registration issued by the Bureau of Internal Revenue (BIR); and
5. Latest Income/Business Tax Returns (ITR).

Signature over Printed Name of Supplier/
Authorized Representative

Position: _____

Date: _____



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CERTIFICATE OF SITE INSPECTION

This is to certify that the **[Company Name]** has conducted an ocular or site inspection on ____ **October 2021**, relative to the requirement of the project hereunder specified:

NAME OF PROJECT	Supply, Delivery, and Installation of Mobile File Compactor at the Insurance Commission
PURCHASE REQUEST/ REF. NO.	2021 – 09 – 183
LOCATION	IC Main Office Building, 1071 United Nations Avenue, Ermita, Manila
MODE OF PROCUREMENT	<u>Negotiated Procurement – Small Value Procurement</u> (Sec. 53.9, Revised Implementing Rules and Regulations of R. A. No. 9184)
APPROVED BUDGET FOR THE CONTRACT	One Million Pesos Only (Php1,000,000.00), <i>inclusive of applicable charges and taxes</i>
IMPLEMENTING OFFICE	Administrative Division

Issued this ____ of October 2021.

REVELYN R. MOJICA
IC Division Manger
Administrative Division

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

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, **by itself or by relation, membership, association, affiliation, or controlling interest 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 examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing 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 latest Rules on Notarial Practice]