



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



REQUEST FOR QUOTATION

The Insurance Commission (IC), through its Bids and Awards Committee, invites all interested PhilGEPS registered suppliers to submit their lowest price quotations/bid proposals on the items listed below, subject to attached Terms of Reference (TOR):

<i>Item and Description</i>	<i>Quantity and Unit</i>	<i>Approved Budget for Contract</i>
Conduct of Physical Fitness Program for the Insurance Commission Employees for 2 nd Semester of CY 2017 (Purchase Request No. 2017- <u>07</u> - <u>245</u>)	1 lot	One Hundred Forty-One Thousand Twenty Pesos (Php141,120.00)

Please use the attached **Reply Slip Form** in submitting price quotations to the IC Office or through email or fax at the contact information indicated below. The deadline of submission of the proposal/quotation is **10 July 2017, 12:00NN**.

Contact person: Leizle L. Arlando, IC Administrative Officer II
Office Address: 2nd Floor, Human Resource Division, IC Building, 1071 United Nations Avenue, Ermita, Manila
Telephone Nos.: 523-8462 to 70 loc 106, 524-3548
E-mail: hr@insurance.gov.ph


REVELYN R. MOJICA
IC Division Manager
Human Resource Division



TERMS OF REFERENCE

Conduct of Physical Fitness Program for the Insurance Commission Employees for 2nd Semester of CY 2017

I. Approved Budget for the Contract

The bid price/s should not exceed the Approved Budget for Contract (ABC) for the lot/project inclusive of 12% VAT and all other applicable taxes and charges:

<i>Item and Description</i>	<i>Quantity and Unit</i>	<i>ABC</i>
Conduct of Physical Fitness Program for the Insurance Commission Employees for 2 nd Semester of CY 2017 (Purchase Request No. 2017- <u>07</u> - <u>245</u>)	1 lot	One Hundred Forty-One Thousand Twenty Pesos (Php141,120.00)

Bids received in excess of the ABC shall be automatically disqualified during bid evaluation.

Bids must be valid for thirty (30) days upon submission and should not be subject to change/increase during contract implementation.

II. Mode of Procurement

The mode shall be Negotiated Procurement – Small Value Procurement as provided under Section 53.9 and Annex “H” of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184, otherwise known as the *Government Procurement Reform Act*.

III. Technical Specifications

<i>Minimum Requirements and Terms</i>		
1	Variety of Fitness Program	The Supplier must be an established fitness gym/club with available pool of fitness instructors/coaches and conducts regular gym classes.

		Minimum Requirements and Terms
		<p>There must be at least four (4) fitness class program choices for the IC, including but not limited to, or a combination of, the following:</p> <ol style="list-style-type: none"> 1. Yoga 2. Tai Chi 3. Zumba 4. Circuit exercise (i.e. core and bodyweight exercises) 5. Mixed martial arts (MMA) <p>The IC shall choose which among the fitness class programs to conduct and the corresponding schedule.</p> <p>The IC shall have the option to change the fitness class programs depending on need and schedule, in which case the service provider shall be informed in advance.</p>
2	Contract Duration and Class Schedule	<p>The Contract for the service shall be valid until 31 December 2017 only.</p> <p>There shall be a one-hour fitness class every Tuesdays and Thursdays, from 4:30PM to 5:30 PM.</p> <p>The instructor must arrive at the IC Office, with address 1071 United Nations Avenue, Manila, at least ten (10) minutes before the schedule.</p> <p>Estimated number of classes during the contract implementation is forty-five (45), which may change due to valid reason (i.e. suspension of work, holiday, etc.). Should there be a need to cancel the fitness class, IC shall duly inform the service provider of such cancellation. The IC may also request for rescheduling of the cancelled class/es based on the availability of the fitness instructor/s.</p>
3	Fitness Instructors	<p>One (1) fitness instructor shall be provided per class program. In case the designated fitness instructor is unavailable in certain schedules of fitness sessions, an immediate substitute shall be provided. Such changes shall be properly coordinated with the IC Human Resource Division.</p>

		<i>Minimum Requirements and Terms</i>
		<p>The fitness instructor shall:</p> <ol style="list-style-type: none"> 1. Promote healthy and active lifestyle among participants; 2. Conduct warm-up and cooling down exercises and provides enough water breaks for participants throughout the fitness session; 3. Follow safety procedures in the conduct of the fitness session and ensures minimal physical injuries for participants; and 4. Report an untoward incident (i.e. injury) during the conduct of the fitness program.
4	Free Class Trial	<p>There shall be at least one (1) free trial session to be provided before proceeding to the schedule proper, upon request of the IC.</p> <p>The IC shall choose the fitness class program to be conducted for the free trial.</p>

IV. Other Eligibility Documents Required for Awarding of Contract

All bidders shall be required to submit, together with their Reply Slip Form, the list of fitness classes/programs with description.

The Lowest Calculated Bidder shall be required to submit the copies of the following documents:

1. Proof of PhilGEPS Registration (1 Certified True Photocopy);
2. Business Registration Certificate from Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC) or Cooperative Development Authority (CDA), whichever is applicable (1 Certified True Photocopy);
3. Mayor's Business Permit (1 Certified True Photocopy);
4. Certificate of Tax Registration from Bureau of Internal Revenue (1 Certified True Photocopy);
5. Latest Income/Business Tax Return (1 Certified True Photocopy); and
6. Notarized Omnibus Sworn Statement (1 Original Copy, see attached template/format)

The winning bidder shall submit the profiles of recommended fitness instructors, upon determination of specific fitness class program/s chosen by IC.

V. Terms of Payment

The payment for the service rendered shall be made every 28th day of the month, upon completion and acceptance of the services. Provided further, that the Service provider must issue the billing statement no later than 20th of the month. The IC shall only pay the actual number of fitness class sessions conducted.

The IC shall not be held liable for any delay in the payment under reasonable and acceptance circumstances.

VI. Limitation of Liability

Subject to the Insurance Commission'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 Terms of Reference or the performance or observance of its obligations under this Terms of Reference and every applicable part of it shall be limited in aggregate to the Price.

VII. Termination of Contract

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 Terms of Reference, which is not remedied (if it is capable of being remedied) within five (5) 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.

VIII. Liquidated Damages

Liquidated damages under Section 3, Annex D, of the 2016 RIRR of RA No. 9184 to deliver goods within specified delivery schedule shall apply.

IX. Miscellaneous

1. The failure of either party to enforce its rights based on the agreement under this Terms of Reference 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 Terms of Reference 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 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 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
4. It is understood that all the relevant provisions of the RA No. 9184 and its 2016 RIRR shall apply, govern, and complement the agreement arrived at under this Terms of Reference.

X. General Conditions of the Contract

1. All entries in the quotation must be typewritten in company's letterhead, duly signed by the supplier/dealer or its duly authorized representative.
2. Price validity shall be for a period of 30 days from submission of quotation.
3. 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.
4. For verification purposes, the bidder with the lowest bid shall be required to present the original copy of the required documents upon submission, specified in Item V of the Terms of Reference, as appropriate.
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.


REVELYN R. MOJICA
IC Division Manager
Human Resource Division

REPLY SLIP

Name of Supplier : _____
Address : _____

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 **Conduct of Physical Fitness Program for the Insurance Commission Employees for 2nd Semester of CY 2017**, I/we quote you on the item at prices noted below:

<i>Item and Description</i>	<i>Quantity and Unit</i>	<i>Total Cost</i>
Conduct of Physical Fitness Program for the Insurance Commission Employees for 2nd Semester of CY 2017 (Purchase Request No. 2017- <u>07</u> - <u>245</u>) Note: 1. Total cost should not exceed ABC of One Hundred Forty-One Thousand Twenty Pesos (Php141,120.00) inclusive of 12% VAT and all other applicable taxes and charges. 2. Price quotation is inclusive of 12% VAT and all other applicable taxes and charges.	1 lot	

 Signature Over Printed Name of Supplier/
 Authorized Representative

Position: _____

Date: _____