



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



REQUEST FOR QUOTATION

The Insurance Commission (IC) invites all PhilGEPS registered suppliers to participate and submit their quotations for the One (1) Year Contract for Termite/Pesticides Treatment, subject to the conditions stated in the Terms of Reference

NAME OF PROJECT	One (1) Year Contract for Termite/Pesticides Treatment
PURCHASE REQUEST NO.	2021-01-032
LOCATION	Insurance Commission Building, 1071 United Nations Avenue, Ermita, Manila
PROCUREMENT MODE:	Negotiated Procurement- Small Value Procurement (Sec. 53.9, Revised Implementing Rules and Regulations of R.A. No. 9184)
APPROVED BUDGET FOR CONTRACT	One Hundred Sixty-Five Thousand Pesos (Php 165,000.00)
DELIVERY PERIOD	One (1) year from the date of commencement
DEADLINE OF SUBMISSION OF SEALED QUOTATION/S	<u>23</u> April 2021, 2:00 PM

The **SEALED QUOTATION** with enclosed Reply Slip and required documents must be submitted **not later than 2:00 PM, 23 April 2021** to the Administrative Division, through the contact information below:

Contact Persons : Mr. Rey M. Gannaban, IC Administrative Aide II
 Mr. Crisostomo O.Ferrer, IC Administrative Officer III

Office Address : 2nd Floor, Insurance Commission Building, 1071 United Nations Avenue, Ermita, Manila

Telephone No. : (02) 85238461 local 120, (02) 85243548

Email Addresses : rm.gannaban@insurance.gov.ph
 co.ferrer@insurance.gov.ph


REVELYN R. MOJICA
 IC Division Manager
 Administrative Division

Manila, 19 April 2021

TERMS OF REFERENCE
One (1) Year Termite/ Pesticide Treatment

I. SCOPE

Interested suppliers should provide price quotations covering ***all*** items enumerated below and should not exceed the Approved Budget for the Contract (ABC) inclusive of VAT, and all other taxes and charges.

Item No.	Item and Description	Unit Cost	Total Cost (VAT Inclusive)
1	Soil Treatment (General Treatment and Quarterly): Treatment of exposed soil along outside perimeter or building edge by injecting a highly effective liquid termiticides solution at the rate of 4 liters per linear meter. Its vapor phase should create a micro-climate effect within the soil which is lethal to subterranean termites including all other soil insect.		
2	Drilling (General Treatment): Drilling at the bottom/base of all wooden door jambs at the ground floor area and application of chemicals by using pressurized sprayer to put-up chemical barriers against termite entry and to stop further destruction/termite infestation.		
3	Wood Drenching (General Treatment): Preventive measures through surface treatment by spraying on all infested wooden structures of the building, such as, door jambs, cabinet, baseboard, partition wall, cornice, and others to stop termite and woodborers infestation and to prevent further destruction or any recurrence.		
4	Termite Abatement Maintenance Program (General Treatment and Quarterly Maintenance): Treatment of all existing termite colonies, runways, mounds that could be found at the building premises/surroundings by spraying highly effective liquid termiticides solution.		
5	General Pest Abatement Maintenance Program: Residual spraying using highly effective chemicals for crawling insect pest directly to the critical areas particularly on their harborages like cracks and crevices, restroom areas, cabinet, shelves, drainages,		

Item No.	Item and Description	Unit Cost	Total Cost (VAT Inclusive)
	stock room from where the pest such as germ-carrying cockroaches, bedbugs, dog and cat flea, mosquitoes, blood sucking beetles and other related insect pest are accumulated.		
6	Fumigation (General Treatment and Monthly): Misting and/or Fogging both inside and outside the IC building. Misting using a dispensing machine with chemicals in the form of droplets/mist will be discharged for the effective control of flying insects.		
7	Rat Abatement Maintenance Program (General Treatment and Quarterly): Treatment for rats and mice which require chemical control method proven scientifically effective, by placing baits in places where rats and mice are frequented and possibly passing by.		
TOTAL COST			
	<p>Note: Chemicals and equipment to be used must be environment friendly and approved by Food and Drug Administration (FDA).</p> <p>Area: The project will cover the entire IC building including its premises/surroundings. (Lot Area = 7,123 sq.m.; including the two (2) storey Main Office building & one (1) storey Annex Buildings)</p>		

II. PRICING AND TERMS OF PAYMENT

1. The price quotation, to be denominated in Philippine peso, should include all taxes, duties and/or levies payable.
2. The quoted prices shall be considered fixed and not subject to price escalation during contract implementation.
3. Price validity must be for a period of thirty (30) days from submission of quotation.
4. Payment shall be made within thirty (30) days after the complete delivery and acceptance of the items and/or services rendered. The IC shall not be held liable for any delay in the payment under reasonable and acceptance circumstances.

III. SPECIAL CONDITIONS

Qualifications of the Supplier

1. The supplier/company should be duly registered with the PhilGEPS.
2. The supplier should be a holder of a valid business license from relevant government agencies.
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 on 21 **April 2021 from 9:00 AM until 12:00 NN**. Any cost incurred during the site inspection shall be for the account of the prospective supplier/bidder. Each interested supplier/bidder is required to submit enclosed to its quotation a Site Inspection Certificate (template attached) issued by the Procuring Entity through its Administrative Division.

Delivery of Services

4. The supplier shall proceed with the above scope of work every 2nd week of each month (weekend) within the period of the contract agreement.

Limitation of Liability

5. 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.

Termination

6. The agreement between the IC 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.
7. Either Party may terminate the agreement upon written notice if the other is in breach of any material obligation contained in this Terms of Reference not remedied (if it is capable of being remedied) within fifteen (15) days of written notice from the other Party.
8. 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 expressly, or by implication, intend to come into or continue to be in force on or after such termination.


Miscellaneous

9. The failure of either party to enforce its right 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.
10. 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.
11. Neither Party shall be liable for failure to perform or for a delay in performing any obligation under this Terms and 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 continue 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.
12. It is understood that all the relevant provisions of the Republic Act (RA) No. 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations-A (RIRR-A) shall apply, govern, and complement the agreement arrived at under this Terms of Reference.

IV. GENERAL CONDITIONS

1. These Terms of Reference shall be deemed an integral part of the bid.
2. All entries in the quotation must be typewritten in company's letterhead, duly signed by the supplier/company or its duly authorized representative.
3. The proof of PhilGEPS Registration is required to be submitted inside the sealed Quotation.
4. The **sealed quotation with enclosed reply slip and required documents** shall be submitted personally to the IC Administrative Division, 2F IC Main Office Building, 1071 United Nations Avenue, Ermita, Manila **not later than 2:00 PM on 23 April 2021**.
5. The bidder *with the lowest calculated proposal/quotation* shall undergo post-qualification and may be required to show original copies of the following, as appropriate:
 - a) Mayor's Business Permit;
 - b) Proof of PhilGEPS Registration;
 - c) Certificate of Tax Registration issued by the Bureau of Internal Revenue (BIR);
 - d) Latest Income/Business Tax Return;
 - e) Notarized Omnibus Sworn Statement (see attached template/format);
 - f) Proof that chemicals to be used are approved by FDA; and

- g) Proof of satisfactorily providing similar services to the government agencies within two (2) years immediately preceding the deadline of submission of quotation.
- 6. The IC reserves the right to reject any or all Quotations/bids, or to annul the procurement process at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s), and to accept only the offer most advantageous to the Government.


REVELYN R. MOJICA
IC Division Manager
Administrative Division

REPLY SLIP

Name of Supplier : _____
Address : _____
Business Permit No. : _____
Tax Identification No. : _____
PhilGEPS Registration No. : _____

After having carefully read and accepted the terms and conditions in the Terms of Reference (TOR) for the Small Value Procurement for (SVP) for **One (1) Year Contract for Termite/Pesticides Treatment**, I/We quote you on the items at prices noted below:

Item No.	Item and Description	Unit Cost	Total Cost (VAT Inclusive)
1	Soil Treatment (General Treatment and Quarterly): Treatment of exposed soil along outside perimeter or building edge by injecting a highly effective liquid termiticides solution at the rate of 4 liters per linear meter. Its vapor phase should create a micro-climate effect within the soil which is lethal to subterranean termites including all other soil insect.		
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	harborages like cracks and crevices, restroom areas, cabinet, shelves, drainages, stock room from where the pest such as germ-carrying cockroaches, bedbugs, dog and cat flea, mosquitoes, blood sucking beetles and other related insect pest are accumulated.		
6	Fumigation (General Treatment and Monthly): Misting and/or Fogging both inside and outside the IC building. Misting using a dispensing machine with chemicals in the form of droplets/mist will be discharged for the effective control of flying insects.		
7	Rat Abatement Maintenance Program (General Treatment and Quarterly): treatment for rats and mice which require chemical control method and proven scientifically effective by placing baits in places where rats and mice are frequented and possible to pass by.		
TOTAL COST			
Note: <ul style="list-style-type: none"> • Total cost should not exceed ABC in the amount (Php165,000.00). • Price quotation is inclusive of 12% VAT and all other applicable taxes and charges 			

In compliance with the TOR, certified true copies of the following required valid documents are enclosed:

- a) Mayor's Business Permit;
- b) Proof of PhilGEPS Registration;
- c) Certificate of Tax Registration issued by the Bureau of Internal Revenue;
- d) Latest Income/Business Tax Return;
- e) Notarized Omnibus Sworn Statement (see attached template/format);
- f) Proof that chemicals to be used are approved by FDA; and
- g) Proof of satisfactorily providing similar services to the government agencies within the two (2) years immediately preceding the submission of quotation.

 Signature Over Printed Name of Supplier/
 Authorized Representative

Position: _____
 Date : _____

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

A F F I D A V I T

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;

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 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 Commission _____
 Notary Public for _____ until _____
 Roll of Attorneys 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