



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 quotation on the **One (1) Year Supply and Delivery of Purified Drinking Water for the Insurance Commission**, subject to the conditions stated in the Terms of Reference (TOR):

<b>NAME OF PROJECT</b>	One (1) Year Supply and Delivery of Purified Drinking Water for the Insurance Commission
<b>REFERENCE NO. /PR NO.</b>	PR No. 2023-10-346
<b>LOCATION</b>	IC Building, 1071 United Nations Avenue, Ermita, Manila
<b>MODE OF PROCUREMENT</b>	Negotiated Procurement – Small Value Procurement (Sec. 53.9, Revised Implementing Rules and Regulations of R.A. No. 9184)
<b>APPROVED BUDGET FOR THE CONTRACT (ABC)</b>	Two Hundred Thousand Pesos (Php200,000.00) inclusive of applicable charges and taxes
<b>DEADLINE OF SUBMISSION OF QUOTATION/S</b>	<del>06</del> <u>06</u> December 2023 / 12:00NN

The duly accomplished and signed **REPLY SLIP**, including the required documents as enumerated therein, **must be submitted in person not later than 12:00 NN, 06 December 2023** to the Administrative Division – Property and Supply Section through the following:

**Contact persons:** Ms. Paulette G. Delgado, IC Administrative Officer III  
 Ms. Jenina Roussel A. Vergara, IC Administrative Officer II  
 Mr. Ryan Christian L. Timpug, IC Administrative Aide I

**Office Address:** Second Floor, IC Building,  
 1071 United Nations Avenue, Ermita, Manila

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

**E-mail:** [pg.delgado@insurance.gov.ph](mailto:pg.delgado@insurance.gov.ph)  
[ira.vergara@insurance.gov.ph](mailto:ira.vergara@insurance.gov.ph)  
[rcl.timpug@insurance.gov.ph](mailto:rcl.timpug@insurance.gov.ph)

  
**ATTY. ERICKSON H. BALMES**  
 Deputy Insurance Commissioner – MSSG  
 Officer-in-Charge, Administrative Division

Manila, 24 November 2023

## TERMS OF REFERENCE

### **One (1) Year Supply and Delivery of Purified Drinking Water for the Insurance Commission (P.R. No. 2023-10-346)**

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#### I. SCOPE

1. The prospective supplier shall bid for **One (1) Year Supply and Delivery of Purified Drinking Water for the Insurance Commission.**
2. Provision of **five (5) brand new units of hot and cold water dispensers.**

#### II. TERMS OF PAYMENT

1. The price quotation, to be denominated in Philippine Peso, should not exceed the ABC of **Two Hundred Thousand Pesos Only (PhP200,000.00)** inclusive of all applicable taxes and charges.
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 based on the actual number of delivered containers.
5. Payment shall be made within thirty (30) days upon complete delivery of required goods and services and acceptance thereof by the IC or upon submission of Billing Statement and other required documents. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.
6. Bids received in excess of the ABC shall be automatically disqualified during bid evaluation.

#### III. GENERAL CONDITIONS

1. All entries in the Reply Slip/Quotation **must be typewritten in the company's letterhead, duly signed by the supplier/dealer or its duly authorized representative.**
2. **A Certified True Copy of the suppliers/dealer's valid PhilGEPS Registration Number/Certificate, including an original copy of the duly notarized Omnibus Sworn Statement (template attached), shall be attached to the quotation upon submission.**
3. The duly accomplished and signed **Reply Slip**, including the required documents enumerated therein, **must be submitted in person not later**

**than 12:00 NN, 06 December 2023** to the Administrative Division - Supply Section through the following:

Ms. Paulette G. Delgado, IC Administrative Officer III  
[pg.delgado@insurance.gov.ph](mailto:pg.delgado@insurance.gov.ph)

Ms. Jenina Roussel A. Vergara, IC Administrative Officer II  
[jra.vergara@insurance.gov.ph](mailto:jra.vergara@insurance.gov.ph)

Mr. Ryan Christian L. Timpug, IC Administrative Aide I  
[rcl.timpug@insurance.gov.ph](mailto:rcl.timpug@insurance.gov.ph)

4. For verification/validation purposes, the company with the lowest calculated quotation **are 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 Return (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. TECHNICAL SPECIFICATIONS**

1. Purified drinking water shall conform to the following water tests:
  - a. Monthly Microbiological Test
  - b. Semi-annual (every six (6) months) Physico-Chemical Test
2. All test shall be conducted by a testing laboratory duly accredited by the Department of Health. The Supplier shall submit certified true copy of the test certificates.
3. Water containers shall have a capacity of five (5) gallons, made from food-grade plastic, tamper-proof, dent free and properly sealed. The containers shall be labelled with the name and address of the supplier.

## **V. SCHEDULE OF DELIVERY AND DURATION OF THE CONTRACT**

1. The duration of the contract shall be from December 2023 to December 2024.
2. Free delivery shall be within Monday to Friday, from 8:00AM to 4:00PM, or as the need arises, at the designated drop-off area at the IC.
3. The delivery vehicles shall be properly sanitized. The sealed water containers shall be delivered in an enclosed vehicle.
4. Numbers of containers to be delivered shall be determined by the IC authorized representative.

## **VI. OTHER REQUIREMENTS**

1. Free usage of 5-gallon bottles and water dispensers.
2. Water Dispensers shall be tower type and dispense both hot and cold water
3. Provision of replacement unit for defective water dispenser must be within 24 hours.
4. Response time to service repair of dispenser/s calls within the same day.
5. Supplier shall shoulder the cost and any expenses on mechanical effect of water dispensers or its immediate replacement
6. The supplier personnel shall wear their company identification cards while inside the IC premises.
7. Supplier shall provide delivery receipts upon delivery of purified drinking water.
8. Supplier must ensure sufficient stock for consumption.
9. Cleaning/disinfection and maintenance of the dispensers upon request of Authorized IC Personnel.

## **VII. SPECIAL CONDITIONS**

### ***Qualification of Supplier***

1. The supplier/bidder must be a holder of a valid business license/s issued by relevant government agencies and must be duly registered with the PhilGEPS.

### ***Limitation of Liability***

2. 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 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.

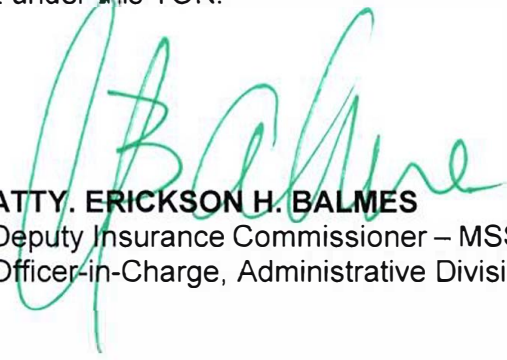
### ***Termination***

3. 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.

4. Either Party may terminate the agreement upon written notice 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 fifteen (15) days of written notice from the other Party so to do.
5. 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**

6. 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.
7. 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.
8. 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 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.
9. It is understood that all the relevant provisions of the Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, and its 2016 Revised Implementing Rules and Regulations shall apply, govern, and complement the agreement arrived at under this TOR.



**ATTY. ERICKSON H. BALMES**  
Deputy Insurance Commissioner – MSSG  
Officer-in-Charge, Administrative Division

Manila, 24 November 2023

## REPLY SLIP

**Name of Supplier** : \_\_\_\_\_  
**Address** : \_\_\_\_\_  
**Business Registration 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 (SVP) for the **One (1) Year Supply and Delivery of Purified Drinking Water for the Insurance Commission**, I/we quote you on the item at prices noted below:

<i>Item and Description</i>	<i>Quantity Measure</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<b>One (1) Year Supply and Delivery of Purified Drinking Water for the Insurance Commission</b>  <i>1. Inclusive of five (5) brand new units of hot and cold water dispensers.</i>  <i>2. Free usage of 5-gallon bottles and water dispensers</i>  <i>3. Free delivery to IC Main Office</i>	<b>4,450 bottles (5 gal.)</b>		
<p><b>Note:</b> Total cost should not exceed Approved Budget of the Contract (ABC) of <b>Two Hundred Thousand Pesos Only (PhP200,000.00)</b>, inclusive of all applicable taxes, fees, and other charges.</p>			

In compliance with the TOR, **the original copy of the Notarized Omnibus Sworn Statement (using prescribed template/format) is enclosed together with the Reply Slip.**

**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: \_\_\_\_\_

## 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] 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]*