



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 **sealed quotation** for the **Supply and Delivery of Christmas Giveaways for the Insurance Commission**, subject to the conditions stated in the Terms of Reference.

NAME OF PROJECT	Supply and Delivery of Christmas Giveaways for the Insurance Commission (IC)
PURCHASE REQUEST REF. NO.	2023-12-421
LOCATION	Insurance Commission Building, 1071 United Nations, Avenue ,Ermita, Manila
MODE OF PROCUREMENT	Small Value Procurement (Section 53.9 of 2016 Revised IRR of R.A. No. 9184)
APPROVED BUDGET FOR THE CONTRACT	Nine Hundred Ninety Pesos (Php990,000.00) inclusive of all taxes and other charges
DELIVERY PERIOD	Five (5) working days upon receipt of Notice to Proceed
DEADLINE OF SUBMISSION OF QUOTATIONS	12 December 2023 / 09:00 AM

An interested party's **QUOTATION** with the enclosed **REPLY SLIP**, including the required documents, **may be submitted in person not later than, 09:00AM 12 December 2023** to the Administrative Division through the following:

Contact persons: Ms. Jenina Roussel A. Vergara, IC Administrative Officer II
ira.vergara@insurance.gov.ph

Ms. Aimee E. Abella, IC Administrative Assistant II
ae.abella@insurance.gov.ph

Office Address: Ground Floor, Insurance Commission Bldg.
 1071 United Nations Ave., Ermita, Manila

Telephone Nos.: (02) 85238461 local 120

ATTY. ALBERT LAWRENCE A. VINZON
 IC Division Manager
 Administrative Division

TERMS OF REFERENCE

SUPPLY AND DELIVERY OF CHRISTMAS GIVEAWAYS FOR THE INSURANCE COMMISSION (P.R. No. 2023-12-421)

I. SCOPE

The prospective supplier/bidder shall bid for the **Supply and Delivery of Christmas Giveaways for the IC**, which is located at 1071 United Nations Avenue, Ermita, Manila.

Lot No.	Qty/Unit	Item/Description
1	320 Sets	Supply and Delivery of Christmas Giveaways for the Insurance Commission

BREAKDOWN OF CONTENTS

Item No.	Qty	Item/Description	
1	1 piece	Sturdy Container for the items below	
2	1 pack	Spaghetti Pasta	900g
3	1 pack	Spaghetti Sauce	800g
4	1 pack	Elbow Macaroni	400g
5	2 packs	Mayonnaise	220ml
6	1 box	Cheese Original	165g
7	1 can	Fruit Cocktail	850g
8	1 pack	All Purpose Cream	250ml
9	1 can	Luncheon Meat	340g
10	2 packs	Graham Crackers	210g
11	1 can	Mushroom Whole	198g
12	1 can	Liver Spread	230g
13	1 can	Whole Corn Kernel	425g
14	1 can	Condensed Milk	390g
15	1 can	Evaporated Milk	370ml
16	1 piece	Jamon de Bola (Ham), Round Shape, Whole	1kg
17	1 piece	Queso de Bola / Cheeseball	350g
18	1 pouch	Palm Cooking Oil	1L
19	1 pack	Pancit Canton	200g
20	1 pack	Pancit Bihon	454g
21	1 pouch	Catsup	320g

1. The winning bidder shall be responsible in the packaging of food items based on the specifications.
2. The winning bidder shall deliver food items based on the instructions from IC and ensure that food items shall be released only to authorized personnel.

3. All items must have a minimum Expiration Date of one (1) year from the date of delivery/pick-up except for frozen food/ dairies items which should have a minimum Expiration Date of six (6) months.
4. Supplier shall provide freezer good for two days, free of charge, for storage of frozen items (ex. ham).
5. The procuring entity may accept, subject to prior approval, an equivalent of the items enumerated above.

II. TERMS OF PAYMENT

1. The price quotation, to be denominated in Philippine Peso, should not exceed the ABC of **Nine Hundred Ninety Pesos (Php990,000.00)** inclusive of 12% VAT and all other 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 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 acceptable circumstances.
5. Bids received in excess of the ABC shall be automatically disqualified during bid evaluation.

III. GENERAL CONDITIONS

1. All entries in the quotation must be typewritten in company's letterhead, duly signed by the supplier/dealer or its duly authorized representative/s.
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 09:00 AM, 12 December 2023** to the Administrative Division through the following:

Ms. Jenina Roussel A. Vergara, IC Administrative Officer II
ira.vergara@insurance.gov.ph

Ms. Aimee E. Abella, IC Administrative Assistant II
ae.abella@insurance.gov.ph

4. For verification/validation purposes, the bidder with the lowest calculated quotation **shall be subject to post-qualification and 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. SPECIAL CONDITIONS

Qualification of the 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.

Delivery of Services

2. The supplier shall deliver the items at the Administrative Division of the Insurance Commission within **five (5) working days upon receipt of Notice to Proceed.**
3. **Free delivery to Insurance Commission. One (1) drop-off only.**
4. In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed on the undelivered item/s.

Limitation of Liability

5. 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 these *Terms of Reference* or the performance or observance of its obligations under these *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 take into effect upon its approval by the former and acceptance by the latter, and shall continue until the completion date and/or exhaustion of the total amount stipulated by the contracting parties, whichever comes earlier, unless otherwise sooner terminated or extended for valid cause.
7. Either Party may terminate the agreement upon notice in writing, if the other is in breach of any material obligation contained in these *Terms of Reference*, which is not remedied (if it is capable of being remedied) within thirty (30) days from 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 that is expressly or by implication intended to come into or continue in force on or after such termination.

Miscellaneous

9. 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.
10. 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.
11. 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.
12. Foregoing contract provisions shall not preclude IC from obtaining courier services from other providers, as may be necessitated when time is of the essence and when circumstances warrant that by doing so is for the best interest of the agency.
13. It is understood that all the relevant provisions of the Republic Act No. 9184 (Government Procurement Reform Act) and its amended Implementing Rules and Regulations shall apply, govern, and complement the agreement arrived at under these *Terms of Reference*.



ATTY. ALBERT LAWRENCE A. VINZON
IC Division Manager
Administrative Division

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 **Supply and Delivery of Christmas Giveaways for the Insurance Commission (IC)** (P.R. No. 2023-12-421). I/we quote you on the item at prices noted below:

Item No.	Qty	Item/Description	Unit Price (Php)	Total Price (Php)
1	320 sets	Supply and Delivery of Christmas Giveaways for the Insurance Commission		
GRAND TOTAL (PHP):				

In compliance with the Terms and Conditions, a notarized **Omnibus Sworn Statement** (using prescribed template/format), as well as, **certified true copies** of the following documents are enclosed:

1. **Valid PHILGEPS Registration Certificate;**
2. **Business Registration Certificate from Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC) or Cooperative Development Authority (CDA), whichever is applicable;**
3. **Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;**
4. **BIR Registration Certificate; and**
5. **Latest Income/Business Tax Return (ITR).**

Signature over Printed Name of Authorized Representative and Position

Date

Contact Number/s

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]