

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 quotations for the **Supply and Delivery of Tokens for the 2024 Insurance Commission's (IC) Year-End Assessment Program**, subject to the conditions stated in the Terms of Reference.

NAME OF PROJECT	Supply and Delivery of Tokens for the 2024 Insurance Commission's (IC) Year-
	End Assessment Program
PURCHASE REQUEST REF. NO.	2024-11-351A
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 Thousand Pesos (Php990,000.00) inclusive of all taxes and other charges
DELIVERY PERIOD	December 13, 2024, Insurance Commission
DEADLINE OF SUBMISSION OF QUOTATIONS	10 December 2024 / 09:00 AM

The duly accomplished and signed **REPLY SLIP**, including the required documents as enumerated therein, **must be submitted in person not later than 09:00 AM**, **10 December 2024** to the Administrative Division – Procurement Management Section (PMS) through the following:

Contact persons: Ms. Jenina Roussel A. Vergara, IC Administrative Officer II

jra.vergara@insurance.gov.ph

Mr. John-Phillip C. Cuenta, IC Administrative Officer I

jpc.cuenta@insurance.gov.ph

Mr. Laurence Emmanuel R. Buena, IC PMS Staff

Ire.buena@insurance.gov.ph

Office Address: Ground Floor, Insurance Commission Bldg.

1071 United Nations Ave., Ermita, Manila

Telephone Nos.: (02) 85238461 local 120 / 167

MARK FRANKLIN W. SANCHEZ
IC Supervising Administrative Officer
Officer-in-Charge, Administrative Division

Manila, 06 December 2024

TERMS OF REFERENCE

SUPPLY AND DELIVERY OF TOKENS FOR THE 2024 INSURANCE COMMISSION'S (IC) YEAR-END ASSESSMENT PROGRAM (P.R. No. 2024-11-351A)

I. SCOPE

The prospective supplier/bidder shall bid for the **Supply and Delivery of Tokens for the 2024 IC's Year-End Assessment Program**, which is located at 1071 United Nations Avenue, Ermita, Manila.

SET 1	313 sets	Breakdown of Contents		
Item No.	Qty	Item/Description		
1	1 piece	Container of Tokens (Eco Bag, Box / Plastic Box / Basket)	Large - XL	
2	1 pack	Spaghetti Pasta	900g	
3	1 pack	Spaghetti Sauce, Sweet	900g	
4	1 can	Fruit Cocktail	822g	
5	2 boxes	Filled Cheese Original	160g	
6	2 cans	Corned Beef, made from 100% pure beef	210g	
7	2 boxes	All Purpose Cream	250mL	
8	2 cans	Condensed Milk	377g	
9	2 bottles	Nata de Coco	12oz	
10	1 bottle	Banana Catsup	530g	
11	2 cans	Mushroom (Pieces & Stems)	284g	
12	1 can	Luncheon Meat, Regular	340g	
13	1 can	Luncheon Meat, Lite	340g	
14	1 can	Chicken Luncheon Meat	397g	
15	1 bottle	Canola Oil	1L	
16	2 cans	Vienna Sausage	4.6oz	
17	2 packs	Crab Corn Soup	55g	
18	1 pack	All-in-One Seasoning Granules	150g	
19	1 bottle	Pineapple Juice Fiber enriched	1L	
20	1 pack	Powdered coffee, made w/ Robusta Beans	185g	
21	1 pack	Coffee Creamer	400g	
22	1 pack	Milk Chocolate Bar (w/ honey & almond)	100g	
23	1 pack	Cream Filled Biscuits (Vanilla)	27.6g x 9	
24	1 pack	Original Stacked Potato Chips	134g	

SET 2	48 sets	Breakdown of Contents	
Item No.	Qty	Item/Description	
1	1 pack	Powdered Coffee, made w/ Robusta Beans	185g
2	1 pack	Coffee Creamer	220g
3	1 can	Corned Beef Tapa	380g
4	1 can	Corned Beef	150g
5	1 can	Sardines Spanish Style	155g
6	1 bottle	Vegetable Oil	1L
7	1 bottle	Creamy Peanut Butter	340g

- 1. The winning bidder shall be responsible for 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.
- 4. 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 Thousand 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 the 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**, **10 December 2024** to the Administrative Division through the following:

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

Mr. John-Phillip C. Cuenta, IC Administrative Officer I jpc.cuenta@insurance.gov.ph

Mr. Laurence Emmanuel R. Buena, IC PMS Staff ler.buena@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 three (3) working days upon receipt of Notice to Proceed.

3. 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

4. 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

- 5. 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.
- 6. 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.
- 7. 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

- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12.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*.

MARK FRANKLIN M. SANCHEZ

IC Supervising Administrative Officer

IC Supervising Administrative Officer Officer-in-Charge, Administrative Division

Manila, 06 December 2024

REPLY SLIP

Name of Supplier	:	
Address	:	
Business Registration No.	:	
Tax Identification No.	r	
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 Tokens for the 2024 IC's Year-End Assessment Program**, I/we quote you on the item at prices noted below:

Item and Description	Quantity Measure	Cost per Set	Total Cost	
	Supply and Delivery of Tokens for the			
2024 IC's Year-End Assessment Program				
SET 1	313	Php	Php	
SET 2	48	Php	Php	
GRAND TOTAL Php				

Date: 13 December 2024

Location: Insurance Commission

The Supplier shall cover the activity stated in the TOR. Detailed program shall be provided once both parties agreed with the terms and conditions of the service.

A coordination meeting among the IC Steering Committee and Supplier shall be conducted to discuss on the event coverage.

Note: Total cost should not exceed Approved Budget of the Contract (ABC) of Nine Hundred Ninety Thousand Pesos (Php990,000.00), inclusive of all applicable taxes, fees, and other charges.

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	e over Printed Name of Authorized
R	epresentative 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;)];

- [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

[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:
 - 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]