



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 (BAC), invites all interested suppliers, which are **registered in the Philippine Government Electronic Procurement System (PhilGEPS)**, to submit their *lowest price* on the items listed below, subject to the General Conditions stated herein, and submit their quotations duly signed by their representatives not later than **07 December 2021, 02:00 P.M.**

NAME OF PROJECT	<b>SUPPLY AND DELIVERY OF PACKED LUNCH FOR THE 2021 INSURANCE COMMISSION (IC) YEAR-END ASSESSMENT ACTIVITY</b>
PURCHASE REQUEST/REF. NO.	<b>2021-12-256</b>
LOCATION	<b>WITHIN METRO MANILA</b>
APPROVED BUDGET	<b>ONE HUNDRED FIFTY-SIX THOUSAND PESOS (Php156,000.00)</b>
DATE OF DELIVERY	<b>16 DECEMBER 2021; 11:00 A.M.</b>
DEADLINE OF SUBMISSION	<b>07 December 2021; 2:00 PM.</b>

The **QUOTATION** with the enclosed Reply Slip must be submitted thru email **not later than 07 December 2021 2:00 PM.**

**For clarifications the following contact persons can be reached in the information below:**

**Contact persons:** Ms. Melissa Condino – IC Administrative Assistant I  
[ms.condino@insurance.gov.ph](mailto:ms.condino@insurance.gov.ph)

Ms. Marianne V. Supetran – IC Administrative Officer III  
[mv.supetran@insurance.gov.ph](mailto:mv.supetran@insurance.gov.ph)

  
**ALWYN FRANZ P. VILLARUEL**  
Sub-Committee Head – Budget  
IC 2021 Year-End Assessment

Manila, \_\_\_\_\_ December 2021

## TERMS OF REFERENCE

### Supply and Delivery of Packed Lunch for the 2021 Insurance Commission (IC) Year-End Assessment Activity (PR No. 2021-12-256)

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#### I. SCOPE

1. The supplier/bidder shall bid for the Supply and Delivery of Packed Lunch located at the IC Building at 1071 United Nations Avenue, Ermita, Manilla.
2. Supplier's/Bidder's quotation should bid for the entire lot which shall include **all** items enumerated below and should not exceed the approved Budget for the Contract.

Item No.	Item and Description	Quantity	Unit
	<b>Supply and Delivery of Packed Lunch for the Insurance Commission (IC) Year End Assessment</b>  <b>Complete Meal:</b> <b>One (1) Variant each</b> <ul style="list-style-type: none"><li>• Meat</li><li>• Fish</li><li>• Beef</li><li>• Seafood</li><li>• Vegetable</li><li>• Rice</li><li>• Dessert</li><li>• Drinks</li></ul>	<b>240</b>	<b>PAX</b>

#### II. TERMS OF PAYMENT

3. **The price quotation**, to be denominated in Philippine peso, **shall include all taxes, duties and/or levies payable.**
4. The quoted prices shall be considered fixed and not subject to price escalation during contract implementation.
5. Price validity must be for a period of sixty (60) days from submission of quotation.
6. Payment shall be made within thirty (30) days after the complete delivery and acceptance of the items/services. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.

### **III. SPECIAL CONDITIONS**

#### ***Qualifications of the Supplier***

7. The supplier/bidder must be a holder of valid business licenses from relevant government agencies.
8. The supplier/bidder must be a PhilGEPS registered.

#### ***Delivery of Services***

9. The supplier shall deliver the food well packed and with no additional cost.
10. **The supplier shall deliver the lunch packs on 16 December 2021 at 11:00 A.M. at the Insurance Commission (IC) Building, 1071 United Nations Avenue, Ermita, Manila.**

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

11. 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***

12. 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.
13. Either party may terminate the agreement upon written notice if the other is in breach of any material obligation contained in this TOR, which if not remedied (if it is capable of being remedied) within Thirty (30) days of written notice from the other party to do.
14. 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***

15. The failure of either party to enforce its right based on the agreement under this TOR at any time of any period shall not be construed as a waiver of such rights.

16. 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.
17. 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 Seven (7) days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by written notice to the other.
18. It is understood that all the relevant provisions of the Republic Act No. 9184, otherwise known as (Government Procurement Reform Act) of the Revised Implementing Rules and Regulation-A (RIRR-A) shall apply, govern, and complement the agreement arrived at under this Terms of Reference.

#### **IV. GENERAL CONDITIONS**

19. These Terms of Reference shall be deemed an integral part of the bid.
20. All entries in the quotation must be typewritten in company's letterhead, duly signed by the supplier/bidder or its duly authorized representative.
21. Proof of PhilGEPS Registration is required to be submitted thru email.
22. The bidder *with the lowest calculated proposal/quotation* shall undergo post-qualification and may be required to show proof of authenticity of the following, as appropriate:
  - a. Proof of PhilGEPS Registration;
  - b. Business Registration
  - c. Mayor's Business Permit;
  - d. Certificate of Tax Registration issued by the Bureau of Internal Revenue;
  - e. Latest Income/Business Tax Return;
  - f. Notarized Omnibus Sworn Statement (see attached template/format).
23. 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.

  
**ALWYN FRANZ P. VILLARUEL**  
Sub-Committee Head – Budget  
IC 2021 Year-End Assessment



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Manila

**REPLY SLIP**

**Name of Supplier** : \_\_\_\_\_  
**Address** : \_\_\_\_\_  
: \_\_\_\_\_  
**Business Permit No.** : \_\_\_\_\_  
**Tax Identification No.** : \_\_\_\_\_  
**PhilGEPS Registration No.** : \_\_\_\_\_

The Insurance Commission invites all PhilGEPS registered suppliers and interested parties to participate and submit their lowest price proposal/quotation on the item listed below, subject to the above General Conditions.

<b><i>Name of Project</i></b>	<b><i>Quantity and Unit</i></b>	<b><i>Proposal/Quotation</i></b>
Supply and Delivery of Packed Lunch for the 2021 Insurance Commission (IC) Year-End Assessment Activity on 16 December 2021 (PR No. 2021-12-256)	<b>240 PAX</b>	

In compliance with the General Condition, Certified True Copies of the following required valid documents are enclosed.

1. Proof of PhilGEPS Registration Number;
2. Mayor's/Business permit
3. BIR Tax Clearance
4. Notarized Omnibus Sworn Statement

\_\_\_\_\_  
Signature Over Printed Name of Supplier/  
Authorized Representative

\_\_\_\_\_  
Position/Designation

\_\_\_\_\_  
Date

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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

SUBSCRIBED AND SWORN to before me, affiant exhibiting to me his / her Competent Evidence of Identity No. \_\_\_\_\_, issued at \_\_\_\_\_, on \_\_\_\_\_.

SIGNED AND SEALED: in \_\_\_\_\_, on \_\_\_\_\_.

**NOTARY PUBLIC**

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Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2021.