



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



REQUEST FOR QUOTATION

The Insurance Commission (IC) invites all interested PhilGEPS Registered suppliers to submit their lowest price quotation on the items listed below, subject to the provisions of attached Terms of Reference (TOR):

NAME OF PROJECT	One (1) Year Preventive Maintenance Program for Seventy-Seven (77) Air-conditioning Units of the Insurance Commission (IC) Main Building, Gym/Annex Building, Executive Lounge, and Container Van Offices
REFERENCE NO./PR NO.	2021-01-001
LOCATION	IC Building, 1071 United Nations Avenue, Ermita, Manila
MODE OF PROCUREMENT:	Negotiated Procurement- Small Value Procurement (Sec. 53.9, Revised Implementing Rules and Regulations of R.A. No. 9184)
APPROVED BUDGET FOR CONTRACT (ABC)	Three Hundred Ninety Thousand Pesos (Php390,000.00)
DELIVERY PERIOD	1 st Quarter, 2 nd Quarter, 3 rd Quarter and 4 th Quarter of 2021
DEADLINE OF SUBMISSION OF OPEN QUOTATION/S	<u>25</u> January 2021, 2:00PM

The **SEALED QUOTATION** with the enclosed Reply Slip must be submitted **not later than 2:00PM, 25 January 2021** to the Administrative Division in the contact information below:

Contact persons: Mr. Rey M. Gannaban – IC Administrative Aide II
 rm.gannaban@insurance.gov.ph

Mr. Crisostomo O. Ferrer – IC Administrative Officer III
 co.ferrer@insurance.gov.ph

Office Address: Administrative Division, Insurance Commission, 2nd Floor
 IC Main Office Bldg., 1071 United Nations Ave., Ermita, Manila

Telephone Nos.: 85238461 to 70 local 120; 85243548


REMELYN R. MOJICA
 IC Division Manger
 Administrative Division

Manila 19 January 202

TERMS OF REFERENCE

One (1) Year Preventive Maintenance Program for Seventy-Seven (77) Air-conditioning Units of the Insurance Commission (IC) Main Building, Gym/Annex Building, Executive Lounge, and Container Van Offices (P.R. No. 2021-01-001)

I. Scope

1. The supplier/bidder shall bid for a One (1) Year Preventive Maintenance Program for the Seventy-Seven (77) Air-conditioning Units (ACUs) enumerated below:

- 1 Unit 10.0TR Floor Mounted (FM)
- 10 Units 7.5TR - FM
- 23 Units 5.0TR – FM
- 1 Unit 5.0TR – CM Ceiling Mounted (CM)
- 1 Unit 4.0TR - FM
- 15 Units 3.0TR - FM
- 1 Unit 3.0TR - FM
- 6 Units 2.5HP – WT Window Type (WT)
- 10 Units 2.0HP - WT
- 3 Units 2.0HP - CM
- 3 Units 1.5HP – WT
- 2 Units 1.5HP – Wall Mounted (WM)
- 1 Unit Matrixclima – FM

The bid shall not exceed the Approved Budget for Contract (ABC) of Php **390,000.00**. For further details, please refer to the attached list of 77 air-conditioning units.

2. The supplier/bidder must perform all of the following works quarterly for a duration of **one (1) year from the issuance of Notice to Proceed** and must maintain a checklist/record of all preventive maintenance activities accomplished for each ACU, including the results of checks done, parts due for replacement, and the parts actually replaced, duly signed by company authorized representative.
3. The maintenance activities, which must be completely performed four (4) times for the whole year, shall include, but not limited to, the following:
 - a. Checking up/cleaning of evaporator unit, air filter and front grill assembly.
 - b. Checking up amperage and operating voltages.
 - c. Checking up the drain pan.
 - d. Checking up units for abnormal sound and vibrations.
 - e. Checking up the suction and discharge operating pressures.
 - f. Checking up electrical for ground, short and open circuits.
 - g. Checking up and cleaning of the condensing unit using pressure washer.
 - h. Cleaning up of the condensing unit's fan blades.
 - i. Checking up the oil swing vanes.
 - j. Checking up and levelling of the equipment flat form.
 - k. Tightening of all bolts and nuts/log screws.
 - l. Checking up of all electrical controls.
 - m. Cleaning the evaporator and condenser coils using chemical for coil and pressure washer.

- n. Checking of system parameters such as pressures, amperes, temperature and voltage.
 - o. Checking and straightening of indoor and outdoor aluminum fins, if necessary.
 - p. General cleaning and flashing of condense water drain line and leakage.
 - q. Attending and complying with requests for immediate checkup (free) through calls during office hours.
 - r. Providing preferential service to the Agency in case of emergency involving ACUs.
4. The supplier shall submit a Service Report as basis for the accomplishment of preventive maintenance activities, and make recommendations/remarks, as appropriate, on all units.
 5. The supplier shall provide an orientation on basic troubleshooting of air-conditioning units for IC Administrative Division personnel.

II. TERMS OF PAYMENT

1. The price quotation, to be denominated in Philippine Peso, shall include all taxes, duties and/or levies payable.
2. The quoted prices shall be considered fixed and not subject to price escalation during the contract implementation.
3. Price validity shall be for a period of thirty (30) days from the submission of the quotation.
4. 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 circumstances.

III. SPECIAL CONDITIONS

Qualifications of the Supplier/Bidder

1. The supplier/bidder must be a holder of valid business licenses from relevant government agencies.
2. The supplier/bidder must at least have a duly certified electrician.
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 January 2021 at 9:00 A.M. until 12:00 NN. Any cost incurred during the site inspection shall be for the account of the prospective supplier/bidder. For this purpose, each prospective supplier/bidder shall submit a Site Inspection Certificate (template attached) issued by the Procuring Entity, which shall constitute as part of the documentary requirement.

Delivery and Schedule of Services and Warranty

4. The supplier/bidder shall proceed the scheduled preventive maintenance as follows:
 - a. First quarter/session (February 2021)
 - b. Second quarter/session (May 2021)
 - c. Third quarter/session (August 2021)
 - d. Fourth quarter/session (November 2021)

5. Each session of the preventive maintenance activities shall not exceed a total of ten (10) calendar days, unless otherwise allowed by the procuring entity or its authorized representative for reasonable cause.
6. The supplier/bidder must provide a workmanship warranty of at least forty-five (45) days after service inspection and acceptance.

Limitation of Liability

7. Subject to the Insurance Commission's obligation to pay the price due to the supplier/bidder, 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

8. The agreement between the Insurance Commission and the Supplier/Bidder 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.
9. 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, 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.
10. 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

11. 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.
12. 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.
13. 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. 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.
14. It is understood that all the relevant provisions of the Republic Act No. 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations-A (IRR-A) shall apply, govern, and complement the agreement arrived at under these 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/bidder or its duly authorized representative.
3. Proof of PhilGEPS Registration is required to be submitted inside the sealed quotation.
4. The **sealed quotation** shall be submitted personally to the IC Administrative Division, Second Floor, IC Building, 1071 United Nations Avenue, Ermita, Manila **not later 25 January 2021, 2:00PM.**
5. 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 (SEC/DTI/CDA)
 - c. Mayor's Business Permit;
 - d. Certificate of Tax Registration issued by the Bureau of Internal Revenue;
 - e. Latest Income/Business Tax Return;
 - f. Proof of satisfactorily providing similar services to other government agencies within two (2) years immediately preceding the submission of quotation.
6. 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.


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 conditions in the Terms of Reference (TOR) for the **One (1) Year Preventive Maintenance Program for Seventy-Seven (77) Air-conditioning Units of the Insurance Commission (IC) Main Building, Gym/Annex Building, Executive Lounge, and Container Van Offices** (P.R. No. 2021-01-001), I/we quote you on the items at prices noted below:

Quantity	Unit	Item and Description	Unit Price	Total Price (VAT Inclusive)
1	unit	10.0TR Floor Mounted		
10	unit	7.5TR Floor Mounted		
23	unit	5.0TR Floor Mounted		
1	unit	5.0TR Ceiling Mounted		
1	unit	4.0TR Floor Mounted		
15	unit	3.0TR Floor Mounted		
1	unit	3.0TR Ceiling Mounted		
6	unit	2.5HP Window Type		
10	unit	2.0HP Window Type		
3	unit	2.0HP Wall Mounted		
3	unit	1.5HP Window Type		
2	unit	1.5HP Wall Mounted		
1	unit	Matrixclima Precision Floor Mounted		
Total Amount				
Note: Total cost should not exceed the ABC in the amount of (Php390,000.00). is inclusive of 12% VAT and all other applicable taxes and charges.				

In compliance with the TOR, the **duly notarized Omnibus Sworn Statement** is enclosed. Certified true copies of the following valid documents are likewise enclosed:

- a. Proof of PhilGEPS Registration;
- b. Business Registration (SEC/DTI/CDA)
- c. Mayor's Business Permit;
- d. Certificate of Tax Registration issued by the Bureau of Internal Revenue;
- e. Latest Income/Business Tax Return; and,
- f. Proof of satisfactorily providing similar services to other 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