



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



REQUEST FOR QUOTATION

The Insurance Commission (IC) invites all registered suppliers and interested parties to participate and submit their lowest price quotation on the project listed below, subject to the terms and conditions stated in the Terms of Reference (TOR):

NAME OF PROJECT	PROVISION OF LOCAL COURIER SERVICES FOR THE INSURANCE COMMISSION
REFERENCE NO./PR NO.	PR No. <u>2024-08 - 232</u>
APPROVED BUDGET FOR THE CONTRACT (ABC)	PHP 800,000.00 inclusive of VAT and all other applicable taxes and charges
MODE OF PROCUREMENT	Small Value Procurement
DEADLINE OF SUBMISSION OF SEALED QUOTATION/S	<u>27</u> August 2024, 10:00 AM

The sealed quotation may be submitted personally or through e-mail not later than 27 August 2024, 10:00 AM to the Insurance Commission through the contact information provided below:

Contact Person: **Ms. Vivian N. Velasquez**
 IC Administrative Officer II
Office Address: G/F Insurance Commission Building
 1071 United Nations Avenue, Ermita, Manila
Telephone Nos.: (+632) 8-523-8461, local 123;
E-Mail: vn.velasquez@insurance.gov.ph
records@insurance.gov.ph

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

TERMS OF REFERENCE ON THE PROVISION OF LOCAL COURIER SERVICES FOR THE INSURANCE COMMISSION

I. SCOPE

1. The prospective supplier/bidder shall bid for the **Provision of Courier Services for the Insurance Commission for F.Y. 2024-2025**, which is located at 1071 United Nations Avenue, Ermita, Manila.
2. A supplier's quotation must be accompanied by a duly accomplished **IC Estimated Annual Local Courier Requirement-Canvass Sheet (Annex A)**. Failure to do so shall be ground for disqualification.

II. TERMS OF PAYMENT

1. The price quotation, to be denominated in Philippine Peso, should include all taxes and charges, duties and/or levies payable.
2. No monthly minimum shipment quantity should be imposed and payment shall be based **only** on actual shipment services availed.
3. Payment shall be made on a monthly basis, particularly within thirty (30) to forty-five (45) working days terms upon receipt of the supplier's billing statement. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.
4. Deliveries to recipients which are **Out of Service Areas (OSA)** of the supplier shall not exceed Php 450.00 per destination, unless otherwise supported by justifications on prevailing market rates for courier service delivery.
5. Returned or unsuccessfully delivered mails must be returned to the office of the Insurance Commission **without any fees or charges**.

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 supplier's valid PHILGEPS Registration Certificate** should be attached to the quotation upon submission.
3. For verification purposes, the bidder with the lowest quotation shall be required to present **the original copies of the required documents specified in the REPLY SLIP**.

4. The IC reserves the right to reject any or all Quotations/Bids, to nullify the procurement process, to reject all Quotations/Bids at any time prior to contract award, without incurring any liability/ies 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 should be a holder of a valid business license/s issued by relevant government agencies.
2. The supplier/company must have a respectable track record in nationwide courier service delivery, i.e. at least five (5) years in the courier service industry from the date of submission of quotation.

Delivery of Services

3. Unless otherwise requested by IC, the supplier shall pick-up the documents/mails/shipments between 10:00 to 11:00 A.M., Mondays through Fridays except for holidays, and commencement of deliveries shall not be later than immediately the next day after pick up.
4. The service provider must accomplish the following:
 - a. Deliver to the following locations: all provinces, cities, municipalities and barangays in National Capital Region (NCR), Luzon, Visayas and Mindanao.
 - b. Ensure on-time delivery of documents/mails picked-up on a regular basis. The allowable lead time for NCR bound deliveries shall be one (1) to three (3) working days; for Luzon bound deliveries, three (3) to five (5) working days; and, for Visayas and Mindanao bound deliveries, five (5) to eight (8) working days.
 - c. Provide a facility wherein both shippers and consignee portions in the waybill form can be pre-printed, as well as provide all necessary supplies for each document/mail/shipment without delay.
 - d. The supplier must undertake up to two (2) delivery attempts to the same address to effect the delivery of packages.
 - e. Provide real-time on-line solution to track shipment movements and, in case of issue/s, there should be a provided point of resolution with contact details, as part of the process to locate the shipment's recipient, using the courier company's website.
 - f. Provide automated e-mail and/or short messaging services (SMS) notification concerning important/critical shipment status.
 - g. Provide receipt tickets, other form of verification or proofs, and/or quality service reports, reflecting that the recipients have received their packages.

- h. The supplier must periodically submit to the Administrative Division-Records Section a progressive reporting/tracking of delivery status at least once a week.
 - i. Assign dedicated customer service agent/s to monitor the shipment and to answer all concerns and queries of the IC.
 - j. For unsuccessful delivery, mail/s should be returned to the IC with the original designated waybill.
 - k. For rerouted or redelivered mails, original designated waybill should be retained.
5. The supplier is required to submit to the IC through the Administrative Division – Records Section a progressive reporting/tracking of agency’s shipments, with reasons, **in case of delays, non-deliveries, open, lost or non-arrival, and other contiguous/similar circumstances** within twenty four (24) hours from discovery.
6. The Contractor shall maintain a satisfactory level of performance throughout the Contract period based on the following set of performance criteria:
- 6.1 quality of work delivered;
 - 6.2 time management;
 - 6.3 management and suitability of personnel;
 - 6.4 Contract administration and management;
 - 6.5 provision of regular progress report;
 - 6.6 attentiveness to details; and,
 - 6.7 compliance with IC instructions and policies.

The IC Administrative Division shall conduct a periodic review using the above-enumerated criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the agency during the contract period. Further, the IC Administrative Division may conduct a mid-term assessment or evaluation of the performance of the supplier. Based on its assessment, the IC may pre-terminate the contract for failure of the supplier to perform its obligations thereon following the procedure prescribed under the Annex “I” (Guidelines on Termination of Contracts), of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (R.A.) No. 9184.

Limitation of Liability

7. 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

8. 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.

9. 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.
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 that 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.
14. **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.**
15. 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*.

Awarding of Contract

For verification and validation purposes, the bidder with the Lowest Calculated Bid (LCB) shall be required to present the original copies of the following documents, prior to the awarding of the contract:

1. Mayor's Business Permit
2. Latest Income / Business Tax Return
3. Proof of PhilGEPS Registration Number
4. Notarized Omnibus Sworn Statement

The quoted price must be valid for one hundred twenty (120) days and should not be subject to change/increase during the implementation of the contract.


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

City of Manila, _____

REPLY SLIP

Name of Supplier : _____
Address : _____

Contact Information : _____
Business Permit No. : _____
Tax Identification No. : _____
PhilGEPS Registration No. : _____

The Insurance Commission invites all registered suppliers and interested parties to participate and submit their price quotation for the **PROVISION OF LOCAL COURIER SERVICES FOR THE INSURANCE COMMISSION** subject to the terms and conditions stated in the Terms of Reference (TOR):

Item and Description	Quantity and Unit	Total Cost
PROVISION OF LOCAL COURIER SERVICES FOR THE INSURANCE COMMISSION Note: <ul style="list-style-type: none"><i>Total Cost should not exceed ABC of Php 800,000.00</i><i>Total Cost is inclusive of 12% VAT and all other applicable taxes and charges</i>	1 Lot	INPUT AMOUNT HERE

In compliance with the TOR, certified true copies of the following required valid documents are enclosed:

1. Mayor's Business Permit
2. Latest Income / Business Tax Return
3. Proof of PhilGEPS Registration Number
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]

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]