Securities and Exchange Commission

Bids and Awards Committee

March 23, 2017

REQUEST FOR QUOTATION RFQ No. 2017-003

The Securities and Exchange Commission (SEC), through its Bids and Awards Committee (BAC), will undertake an Alternative Method of Procurement through Negotiated Procurement for the item stated below, in accordance with Section 53.9 Small Value Procurement of the Revised Implementing Rules and Regulations of Republic Act. No. 9184.

The SEC herein referred to as "the Purchaser", now requests you to submit price quotation for subject below:

2017 APP Ref. No.	PR No.	Description	Approved Budget for the Contract (ABC), inclusive of VAT
Item II		Preventive Maintenance of Indus Microfilm Reader	
B-9	201703045	Machines (3 units)	P70,000.00
		(Terms of Reference-Attachment 1)	

Interested suppliers are required to submit the following eligibility documents:

- 1. Valid Mayors Permit
- 2. PhilGEPS Registration Certificate
- 3. Latest Income/Business Tax Return (for ABC above P500,000.00)
- 4. Omnibus Sworn Statement (Attachment 2)

SEC Condition of Sale:

- 1. Delivery Schedule: Fifteen (15) calendar days from receipt of approved PO/NTP.
- 2. Bid Validity: Sixty (60) calendar days from submission of offer.
- 3. Delivery Site: Electronic Records Management Department (ERMD), G/F Secretariat Bldg, PICC

Award of contract shall be made to the lowest quotation for the subject goods which comply with the minimum technical specifications and other terms and conditions stated herein.

Any alterations, erasures or overwriting shall be valid only if they are duly signed or initialed by the bidder or his/her duly authorized representative.

Submission of duly signed Price Quotation Form (PQF) (Attachment 3) and eligibility documents is **on or before 3:00 pm of April 3, 2017** at the Procurement Division, 3rd Floor, Secretariat Building, PICC Complex, Pasay City. Open submission may be done, manually or through Facsimile No. 818-5330. <u>Use of forms other than the attached SEC prescribed PQF is not acceptable.</u>

The penalty for late deliveries is one tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the contract price. Once the cumulative amount of liquidated damages reach ten percent (10%) of the contract price, the procuring entity shall rescind the contract without prejudice to other courses of action and remedies open to it.

The SEC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring liability to the affected bidder or bidders.

EMMANUEL Y. ARTIZA BAC Chairman #



TERMS OF REFERENCE

PREVENTIVE MAINTENANCE FOR INDUS MICROFILM READER MACHINES

SCOPE OF WORK

- 1. The Securities and Exchange Commission (SEC) needs the services of a qualified Contractor, who can provide labor, materials and technical expertise for the preventive maintenance of three (3) units of Microfilm Reader Machines; It is the concern of the SEC to maintain the aforementioned EQUIPMENTS in optimum working condition through regular servicing and check-ups;
- 2. The CONTRACTOR must represent and warrants it self to be duly licensed, experienced and qualified to undertake such maintenance work, being equipped with financial and personal capabilities as well as the equipments necessary to undertake such task;

MAINTENANCE SERVICES

The CONTRACTOR agrees to render on the EQUIPMENTS covered by this Contract, (description of which is attached and marked as Annex "A") and forming as integral part hereof) the following maintenance services:

1. PREVENTIVE MAINTENANCE (P.M.) SERVICE

- a) The CONTRACTOR shall provide regular on-site preventive maintenance on the EQUIPMENTS once a month.
- b) This service shall include but not limited to the performance by the CONTRACTOR of adjusting, cleaning and lubrication of said EQUIPMENTS. Upon request, the CONTRACTOR shall also make additional inspection and repair during ordinary business hours to ensure the EQUIPMENTS stay in good working condition as well as to reduce possibility of product failure.

2. REMEDIAL MAINTENANCE (R.M.) SERVICE

a) Should the EQUIPMENTS in the course of its normal use and operation, be found not to be in good working condition, the CONTRACTOR, shall provide remedial





maintenance service thereon, which shall entitle the SEC to on-site diagnostics and repair services.

- b) This service shall include but is not limited to giving advice to the SEC to temporary remedial procedures while a permanent solution is being sought, the diagnosis and correction of product malfunction and failures; the repair, adjustment and/or replacement of parts and the performance of any and all other necessary service needed to restore the EQUIPMENTS to normal operating condition.
- c) Our undertaking includes replacement of all worn-out parts without charge on labor services, provided the SECURITIES AND EXCHANGE COMMISSION will shoulder the cost of spare parts.
- d) It is hereby understood and agreed upon by both parties that the services covered in this section as well as other terms and conditions of this Agreement shall not extend to repairs on the EQUIPMENTS caused by accident, negligence, misuse or abuse or if the EQUIPMENT is repaired or interfered by any person other than the CONTRACTOR's authorized representative/technician Services required on the EQUIPMENT as a result of any of the foregoing causes shall be charged separately by the CONTRACTOR, at its prevailing rates upon approval by the SEC.

MAXIMUM REPONSE AND REPAIR TIME

- a) The CONTRACTOR hereby undertakes and guarantees with respect to the performance of the services representatives/technician, shall be on hand at the SEC's premises to service EQUIPMENTS within twenty four (24) hours from receipt of SEC's request for service. Likewise, the CONTRACTOR shall supply the SEC with necessary telephone numbers to contact CONTRACTOR's service representatives/technician and shall exert its effort to respond immediately.
- b) Should it be determined by the CONTRACTOR in the course of the repair that there is a need for additional parts or resources which are not available then, it shall promptly notify the SEC of this fact and the CONTRACTOR shall procure the necessary parts or resources immediately, so that repair can resume as soon as possible.



MISCELLANEOUS PROVISION

- a) Preventive and/or Remedial Services shall be from 8:00 a.m. to 5:00 p.m. from Monday to Friday, except on public holidays.
- b) The CONTRACTOR shall be relieved of its responsibilities under this Contract for failure to render services only for causes beyond its control such as strikes, fire and/or natural calamities.





Annex "A"

<u>List of Micrographic Equipment</u>

DESCRIPTION

Indus Reader 1.

Model : 4601-11 Serial No. : 15-019-477

2. Indus Reader

Model : 4601-11 Serial No. : 15-019-478

3. Indus Reader

Model : 4601-11

Serial No. : 15-019-480



Omnibus Sworn Statement

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:

Select one, delete the other:

If a sole proprietorship: I am the sole proprietor 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

- 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: I am 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, 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;

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;
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a. Carefully examine all of the Bidding Documents;

/JURAT/

- 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. I 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 hereunto set my hand 20 at, Philip		
SUBSCRIBED AND SWORN TO before me this _affiant exhibiting to me his/her		
Doc. No. Page No. Book No. Series of	(Notary Public) Until PTR No. Date Place TIN	

PRICE QUOTATION FORM

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The Bids and Awards Committee Securities and Exchange Commission c/o The Procurement Division 3rd Floor, Secretariat Building, PICC Complex, Pasay City.

Sir/Madam:

Date

After having carefully read and accepted the terms and conditions in the Request for Quotation, hereunder is our price quotation for the items identified below:

2017 APP Ref. No.	PR No.	Description	Approved Budget for the Contract (ABC), inclusive of VAT	
Item II B-9	201703045	Preventive Maintenance of Indus Microfilm Reader Machines (3 units)	P70,000.00	

B-9	Reader Machines (3 units)		
Amount in Words:	(VAT inc	lusive)	
The above-quoted prices are i	nclusive of all costs and applicable taxes.		
Very truly yours,			
AUTHORIZED REPRESE	ENTATIVE:		
Signature :			
Printed Name:			
Company Name:			
Contact No. :			