BIDS AND AWARDS COMMITTEE

REQUEST FOR QUOTATION

(RFQ) No. 2022-SVP-81

The Securities and Exchange Commission (SEC), through its Bids and Awards Committee (BAC), will undertake a **Negotiated Procurement – Small Value Procurement** for the lot below in accordance with Section 53.9 of the revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184).

| Lot | Description | Delivery Schedule | Approved Budget for the Contract inclusive of VAT |
|-----|--|-------------------|---|
| 1 | Supply of Labor and Materials for Repainting and Roofing Works | 60 Calendar Days | Php 890,908.25 |
| | See Annex A for Technical Specifications | | |

Delivery Place: SEC Bldg., 14th St. cor. Tomas-Saco Del Lara St., Cagayan De Oro City.

Interested suppliers are required to submit Price Quotation (use Attachment 1), and signed and accomplished Technical Specifications / Scope of Work (Annex A), on or before the deadline.

Only the awardee shall be required as condition for the issuance of Notice of Award the submission of the following, unless the requirements were already submitted as part of the quotation or were previously submitted as part of another bid:

- 1. Valid Mayor's/Business Permit;
- 2. PhilGEPS Registration Number;
- 3. Omnibus Sworn Statement with attached duly Notarized Secretary's Certificate/Special Power of Attorney (see Attachment 3) [for projects with ABC above Php 50,000.00]; and
- 4. Latest Income Tax Return [for projects with ABC above Php 500,000.00].

Notes:

- a. Certificate of Platinum Membership may be submitted in lieu of the document numbers 1 and 2.
- b. Editable file copies of the Omnibus Sworn Statement and the Secretary's Certificate/ Special Power of Attorney may be downloaded from the link: //www.sec.gov.ph/procurement/prescribed-templates/.

Other terms and conditions are stated under Attachment 3 which forms part of this RFQ.

Submission of duly signed Price Quotation Form and other documents shall not later than 5:00 PM of October 21, 2022 (Friday) at the Procurement Division, 7F, SEC Headquarter, Makati Avenue, Makati City. Submission may be done electronically or via email (bacsecretariat@sec.gov.ph).

The SEC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

ARMANDO A. PAN, JR. Chairman

PRICE QUOTATION FORM RFQ No. 2022-SVP-81

| Date | : | | |
|----------------|---|----------------------|--------------------------------|
| c/o l 7₅ Fl | BIDS AND AWARDS COMMITTEE PROCUREMENT DIVISION oor, SEC Headquarters, Makati Avenue ati City | | |
| Sir/ | Madam: | | |
| | r having carefully read and accepted the terms and conditions i price proposal for the lot identified below: | n the Request for Qu | otation, hereunder is |
| Lot No. | Technical Specifications/ Terms of Reference / Description | Unit Price | Total Price (VAT inclusive) |
| 1 | Supply of Labor and Materials for Repainting and Roofing Works See Annex A for Technical Specifications, which forms part of | P | P |
| | the quotation. | TOTAL | P |
| AMO | DUNT IN WORDS: | | |
| | | | (VAT inclusive) |
| The | above-quoted price is inclusive of all costs and applicable taxes | | |
| Very | truly yours, | | |
| AUT | HORIZED REPRESENTATIVE: | | |
| Signa | ature: | | |
| Print | red Name: | | |
| Com | pany Name: | | |
| Cont | act Number | | |

Omnibus Sworn Statement

| REPUBLIC OF THE PHILIPPINES |) |
|-----------------------------|---|
| CITY/MUNICIPALITY OF |) |
| 99 | |

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 se | t my hand this day of, 20 at, Philippines |
|---|---|
| | PINAL P |
| | Bidder's Representative/Authorized Signatory |
| Philippines. Affiant/s is/are personally kn competent evidence of identity as defined i 13-SC). Affiant/s exhibited to me his/her | this day of [month] [year] at [place of execution], own to me and was/were identified by me through n the 2004 Rules on Notarial Practice (A.M. No. 02-8-[insert type of government identification card used], appearing thereon, with no and his/her d on at |
| Witness my hand and seal this o | lay 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 | |
| Spripe of | |

AUTHORITY OF SIGNATORY (For Corporation)

| I, (Name of Co | orporate Secretary), of l after being duly swor | legal age, Filipino, witl n to in accordance with la | |
|---|---|--|---|
| state: | | | |
| organized and exist That at the special at the principal of | ly elected Corporate Secret sting under and by virtue of meeting of the Board of Di office on (Date of Meeting llowing resolution was una | f applicable Philippine law rectors of the said corpora g) at which a quorum wa | s: ition, duly called and held |
| government issue in behalf of the (| of the following whose sp d identification cards with Corporation, to submit do e (Name of Project). | signatures as attachment, | is/are authorized to sign |
| NAME | ID SIGNATURE PRESENTED | SPECIMEN SIGNATURE | SPECIMEN INITIAL |
| | TRESENTED | | |
| | | | |
| | | | |
| SUBSCRIBED AND (Name of Corpora his/her (Identifica | REOF, I have hereunto affix SWORN TO before me in the Secretary) who has sat the same card presented, that going Affiant and acknowle | PP CO the City of this _ isfactorily proven to me he/she is the same perso | RINTED NAME/SIGNATURE RPORATE SECRETARY day of by his/her identity through n who personally signed |
| | | N | OTARY PUBLIC |
| Doc. No Page No Book No Series of | | | |

AUTHORITY OF SIGNATORY

(For Sole Proprietor/Partnership)

I, (Name Owner/Managing Partner), of legal age, [civil status], Filipino, and residing at [address of affiant], after having been duly sworn in accordance with law do hereby depose and state that:

- 1. I am the Sole Proprietor/Managing Partner of [Name of Bidder], with office address at [Address of Bidder];
- 2. As the Sole Proprietor/Managing Partner 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];
- 3. As the Sole Proprietor/Managing Partner of [Name of Bidder], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the bidding of [Name of Project].

| NAME | ID SIGNATURE PRESENTED | SPECIMEN SIGNATURE | SPECIMEN INITIAL |
|------|------------------------------|-----------------------|---------------------|
| | | | |

| - 1 | | | | |
|----------|--|--|---|-----------------------------------|
| | | | | |
| IN | WITNESS WHERE | OF, I have hereunto affi | ix my signature this | day of at |
| | | | PRINTED NAME/S | SIGNATURE |
| hi sa | by (Name s/her identity thro | WORN TO before me is of Corporate Secretar ugh his/her (Identificat sonally signed before me the same. | y) who has satisfactor tion Card presented), t | ly proven to me hat he/she is the |
| | | | NOTAR | Y PUBLIC |
| Pa Bo | oc. No age No ook No eries of | | | |

TERMS AND CONDITIONS:

- 1. Bidders shall provide correct and accurate information required in this form.
- 2. Price quotation/s must be valid for a period of thirty (30) calendar days from the date of submission.
- Price quotation/s which shall be in Philippine peso shall include all taxes, duties and/or levies payable.
- 4. Quotation/s exceeding the Approved Budget for the Contract shall be rejected.
- Award of contract shall be made to the Single/Lowest Calculated and Responsive Quotation (for goods and infrastructure) or, the Highest Rated Quotation (for consulting services).
- 6. Any interlineations, erasures or overwriting shall be valid only of they are signed or initialed by you or any of your duly authorized representative/s.
- 7. The item/s shall be delivered according to the accepted technical proposal and specified in the Notice of Award.
- 8. Brand of the offer, if required, should be indicated as part of the bid. Non-indication of the brand may be considered as ground for disqualification. Sample, if required, shall also be submitted as part of the quotation. Non-submission of sample may be considered as ground for disqualification.
- The SEC shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
- 10. In case two or more bidders are determined to have submitted the Lowest Calculated and Responsive Quotation, the rules on Tie-Breaking as provided under the existing rules shall be observed to arrive at the LCRQ.
- 11. Payment shall be processed after delivery and upon the submission of the required supporting documents, in accordance with the existing accounting rules and regulations. Please note that the corresponding bank transfer fee, if any, shall be to the contractor's account.
- 12. Liquidated damages equivalent to one tenth of one percent (0.1%) of the value of the goods not delivered within the prescribed delivery period shall be imposed for day of delay. The SEC shall rescind the contract once the commutative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.

Technical Specification

I. Project Title

Supply of Labor and Materials for Repainting and Roofing Works for SEC Cagayan de Oro Extension Office

II. Requirements

Labor and Materials

III. Objective

To supply labor and materials for the repair of the roof structure and the repainting of the 2^{nd} floor of SEC CDOEO building to be used by the Securities and Exchange Commission Cagayan de Oro Extension Office

IV. Product Specifications

A. Bidder should be capable of providing supply of labor and materials with the following features:

ROOF FRAMING AND ROOFING WORKS

All roofs shall be so framed and splice joint into the framework and supporting walls so as to form an integral part of the whole building. Roof truss shall have all tension members well spliced before any load is place in the truss. Diagonal and sway bracing shall be used to brace all roof trusses. The allowable working stresses of materials in trusses shall conform to this code. Camber shall be provided to prevent form sagging MATERIALS

The work under this section shall be installed in accordance with the latest requirements of the preferred manufacturer of the owner and/or designer. The rules and regulations of their local authorities and of the Company shall be strictly followed.

Roofing shall be GI Long span Pre-painted Rib type roofing with complete matching flashing, gutter, valley gutters and its accessories and shall be approved by the owner before installations.

Wooden trusses shall be made of a good lumber and properly nailed or bolted or refer to working drawings. Purlins shall be 75mmx50mm good lumber spaced as indicated on the plans.

Fasteners to be used shall be tek screws for wood and blind rivets for bended panels.

Silicone sealant shall be used to seal joints between tek screws and roof panels to prevent water into entering.

INSTALLATION

Lay roofing sheets as per manufacturer's recommendations with overlaps oriented following storm wind direction. Manufacturer's installation details.

All roofing works shall be done by experienced tinsmiths known to the Contractor.

Rat proofing works shall be in accordance with ordinances of the National Building Code and its Implementing Rules.

All wooden and splice joint connection in the roofing shall be applied with anti-termite wood treatment.

PAINTING

This work includes interior painting and finishing of all items as required to produce a finished painting job throughout all of the areas affected by work under this contract, except items which are specifically excluded. Complete color scheme for the painting of the building (exterior and interior) shall be furnished by the Architect to the Contractor. Color schemes samples required by these specifications and/or by the Architect shall be submitted by the Contractor for approval at his expense.

All exposed work shall be protected while the building is being painted. The floor steps and all other surfaces not to be painted shall be well protected during painting by sufficient covers. Any stains, dirt, smear, etc. shall be removed by the Contractor to the satisfaction of the Architect.

SURFACES NOT TO BE PAINTED NOR VARNISHED

Neither paint nor varnish shall be applied on finish like glazed tiles, glass, plastic, brass, bronze, aluminum and other corrosive metal finishes.

MATERIALS

All paint materials shall meet the requirements of the Standard Specifications of the Standardization Committee on Suppliers and shall be delivered on the site in the original containers, with label intact and seal unbroken

The manufacturer's certificate of origin and quality shall be submitted to the Architect for inspection and approval before using any of the paint materials herein specified.

Use materials only as specified by manufacturer's direction on label of container unless otherwise specified berein.

Paint materials only as specified by manufacturer's direction on label of container unless specified herein.

Paint materials such as linseed oil, shellac, turpentine etc., shall be pure, higher quality and should bear identifying label on container.

The use of white zinc (lithopone) shall not be allowed.

Pigment for Tinting

Tinting color for oil paint shall be color -in-oil, ground in pure linseed oil, and of the highest grade obtainable. Colors shall be non-fading.

Color pigments shall be used to produce the exact shades of paint, which shall conform to the approved color scheme of the finish coat. The first coat shall be white.

INSPECTION OF SURFACES

The Contractor shall inspect all surfaces to be painted and all defects shall be remedied before starting work. Commencing of work by the Contractor indicates his acceptance of the surface.

No work shall be started unless the Contractor shall have made certain as to the dryness of surfaces. Tests shall be made, in the presence of the Architect or his representative, to verify dryness of surfaces to be painted.

PREPARATION OF SURFACE

All concrete shall be allowed to weather for two months before painting.

Clean all surfaces to be painted and varnished off loose dirt and dust before painting is started. Do the customary amount of sanding in the Architect's opinion to produce a surface suitable to receive paint or varnish.

Inspect all surfaces with regards to their suitability to receive a finishing. In the event that imperfection due to materials of workmanship appear on any surfaces after the application of the paint the cost of any correction shall be borne by the Contractor. Damages to any painted or varnished finish due to carelessness or negligence of others shall be corrected.

Touch all knots, pitch streaks and soppy spots with shellac or other approved sealer. Putty nail holes cracks, etc. after the first coat with non-shrinking putty of a color to match that of the finish.

Wash all metal surfaces with benzene, mineral spirits, or detergent to remove any dirt or grease before applying materials. Where rust or scale is present, wire brush or sandpaper cleans before painting. Where shop coats of paint have become marred clean, and touch up with a compound designed for this purpose, or approved acid solution before applying the first coat of paint.

Prepare masonry surfaces to be painted by removing all dirt, dust, oil and grease stain sand efflorescence. The method of surface preparation shall be left to the discretion of the Contractor provided that the result is satisfactory to the Architect. Masonry surfaces to be painted shall be free from alkali and thoroughly dry before paint is applied.

Before applying succeeding coats, primers, and undercoats shall be completely integral and performing the function for which they are specified. Properly prepare and touch up all scratches, abrasions, or any other disfigurement and remove any foreign matter before proceeding with the following coat.

Do not apply final coat on interior work until after others are finished with their work in any given area in normal sequence and all materials and debris removed, and the premises left in satisfactory broom clean condition as approved.

Remove or protect hardware, hardware accessory plates, lighting, fixtures and similar items placed prior to paintings or remove protection upon completion of each space. Disconnect equipment adjacent to walls where necessary move to permit painting of all wall surfaces, and following completion of painting, replace and reconnect.

Paint the backsides of access panels, removable or hinged covers and the like.

All wood shall be sanded lightly with #00 Sandpaper between coats. Paint coats shall be thoroughly dry before sanding.

WORKMANSHIP

All painting and varnish work shall be done in workmanlike manner by skilled house painter and varnisher only.

All materials shall be evenly applied, so as to form a film of uniform thickness, free from sags, runs, crawls, or other defects. The use of heavy brush (nylon brushes for oil paints) is required. Light brushes shall not be permitted. Paint shall be thoroughly stirred so as to have the pigment evenly in suspension while paint is being applied.

In general or unless otherwise specified, and/ or instructed by the Architect due to actual conditions on the job, no less than 48 hours' time shall elapse between application of succeeding coats. Each of paint shall be allowed to dry thoroughly and inspected for approval before the succeeding coat is applied.

No oil painting shall be done in damp weather.

Except where otherwise noted or specified all paints shall be applied in three coats (priming body and finish coats). Each coat shall be roller applied (except as otherwise noted) spread evenly and in full covering body. No work shall be done in conditions unsuitable for the production of good results. No painting or varnishing on woodwork shall be done while plastering is in processor is drying.

Surfaces which cannot be satisfactorily finished on the number of coats specified shall have additional coats or such preparation coats and subsequent coated as many as may require to produced satisfactory finished work without additional cost to the Owner.

Spray gun application shall be used where indicated in the color schedule.

All parts of molding and ornaments shall be left clean and true to details.

All finishes shall be uniform as to sheen color and texture, except when glazing is required.

The Painting Contractor since he is the last tradesman on the project shall include in his work all final clean up and washing of glass, spots on floors, hardware fixtures, etc.

V. Support Service

**, * , *,

- A. The bidder must maintain local materials and services facility. The bidder must carry sufficient inventory to cover the materials within. Further, the bidder shall have well trained skilled workers to furnish all installation, test and start-up supervision necessary for final approval and acceptances well as perform maintenance and repairs on all components as required.
- B. The bidder must provide eight (8) business/office hours per five (5) days (Monday-Friday) technical support.
- C. Technical Support response and resolution time are as follows:
 - 1. Within one (1) hour upon receipt of notice, either via phone or email.
 - 2. For onsite support, the Bidder must attend to and repair/replace the defective component within three (3) business days.
 - 3. Must provide ticket for each technical request or issues and must provide status report until resolution.

VI. Delivery Schedule

Delivery of labor and materials within sixty (60) days upon receipt of notice to proceed.

VII. Evidence, Verification and Quality Assurance

Bidder must submit a Proof-of-concept (POC) or conduct a Product Demonstration or any equivalent form of trial/testing to the BAC and End-user.

I hereby certify that the statement of compliance to the foregoing technical specification are true & correct.

Very truly yours,

AUTHORIZED REPRESENTATIVE:

| Signature | •, |
|---------------|----------|
| Printed Name | <u>:</u> |
| Company Nam | e: |
| Contact Numbe | er: |