



**BIDS AND AWARDS COMMITTEE**

**REQUEST FOR PROPOSAL**

AMP No. 2023-008

The Securities and Exchange Commission (SEC), through its Bids and Awards Committee (BAC), will undertake a **Direct Contracting** for the lot below in accordance with Section 50 of the revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184).

The BAC requests you to submit a Proposal using the form attached as Attachment 1:

| Lot | Description   | Delivery Schedule  | Approved Budget for the Contract inclusive of VAT |
|-----|---|--|---|
| 1   | Preventive Maintenance for Digital Mailing Machines<br><i>See Attachment 2 for Technical Specifications or Terms of Reference</i> | Within fifteen (15) calendar days upon receipt of approved PO/NTP. | <b>Php 100,000.00</b>                             |

**Delivery Place:** The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Brgy., Bel-Air, Makati City.

Please submit the duly signed Proposal not later than **10:00 A.M. of 06 February 2023** at the Procurement Division, 7F, The SEC Headquarters, 7909 Makati Avenue, Salcedo Village, Bel-Air, 1209 Makati City. You may opt to send you Proposal via e-mail at bacsecretariat@sec.gov.ph.

You will be required to submit the following documents before the issuance of contract:

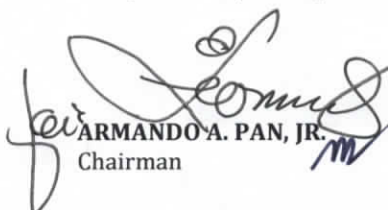
1. Mayor's Permit or Business Permit;
2. Current/Valid Certificate of Exclusive Distributorship Agreement;
3. PhilGEPS Registration Number; and
4. Latest Income Tax Return *[for projects with ABC above Php 500,000.00]*.

*Note: Certificate of Platinum Membership may be submitted in lieu of the document numbers 1 and 3.*

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

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.

For questions, you may contact the Procurement Division at 02 8818-5330.

  
ARMANDO A. PAN, JR.  
Chairman

**PROPOSAL FORM**  
AMP No. 2023-008

Date: \_\_\_\_\_

THE BIDS AND AWARDS COMMITTEE  
c/o PROCUREMENT DIVISION  
7th Floor, The SEC Headquarters, 7907  
Makati Ave., Salcedo Village, Bel-Air,  
1209 Makati City.

Sir/Madam:

After having carefully read and accepted the terms and conditions in the Request for Proposal, hereunder are our financial proposal for the items identified below:

| Lot No. | QTY | Technical Specifications/ Terms of Reference / Description  | Unit Price | Total Price (VAT inclusive) |
|---------|-----|---|------------|-----------------------------|
| 1       | 2   | Preventive Maintenance for Digital Mailing Machines<br><br>See Annex 1 for Technical Specifications, which forms part of the quotation. | P _____    | P _____                     |
|         |     |   | TOTAL      | P _____                     |

**AMOUNT IN WORDS:**

\_\_\_\_\_ (VAT inclusive)

The above-quoted price is inclusive of all costs and applicable taxes.

Very truly yours,

**AUTHORIZED REPRESENTATIVE:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_





**TERM OF REFERENCE**  
**PREVENTIVE MAINTENANCE FOR DIGITAL**  
**MAILING MACHINES**

**I. SCOPE OF WORK**

Based on the requirements of the Securities and Exchange Commission below is the scope of work which the Service Provider shall provide for the maintenance of the SEC-owned two (2) Units Pitney Bowes Postage Metering Mailing Machine DM300C herein referred to as the EQUIPMENT):

**1. Preventive Maintenance Service (PM):**

- a. Service Provider shall provide regular on-site preventive maintenance on two (2) Units of Pitney Bowes Postage Metering Mailing Machine DM300C. This service shall include but not be limited to the performance by the Service Provider of adjusting, cleaning, and lubrication of said EQUIPMENT. Upon request, Service Provider shall also make additional inspections and repairs during ordinary business hours to ensure the EQUIPMENT stays in good working condition and reduce the possibility of product failure.

**2. Remedial Maintenance (R.M.) Service**

- a. Should the Equipment in the course of its normal use and operation, be found not to be in good working condition, the Service Provider, shall provide remedial maintenance service thereon, which shall entitle the SEC to on-site diagnostic and repair services.
- b. This service shall include but is not limited to giving advice to the SEC on 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 EQUIPMENT to normal operating condition.
- c. The Service Provider's undertaking includes the replacement of all worn-out parts without charge on labor services, provided the SEC will shoulder the cost of spare parts.



**II. SERVICE COMMITMENT:**

1. The Service Provider will offer the total skills, expertise, and tools in the maintenance of the EQUIPMENT and skilled manpower to inspect, repair, and recondition the equipment under maintenance at least every three months, to ensure its efficiency, good working condition and smooth operation.
2. The Service Provider shall submit the quarterly invoice service report and other supporting documents required by SEC within one (1) week after the end of each quarter for the processing of payments.

**III. TERMS:**

1. The Contract shall take effect upon receipt of the Service Provider of the Work Order/Notice to Proceed, unless sooner terminated by mutual consent of the parties. In the event the Service Provider fails to provide adequate service and/or incurred unreasonable delays in the maintenance work enumerated under Preventive Maintenance (PM) and Remedial Maintenance (RM) hereof, the SEC may pre-terminate the Contract immediately, upon written notice thereof. It is further agreed that the Contract may be renewed and/or extended at the option of SEC under the same terms and conditions herein and/or such other terms and conditions which may be mutually agreed upon by both the SEC and the Service Provider.
2. The SEC as its interest may require, shall further extend the Contract of the incumbent Service Provider after consuming the one (1) year Contract, on a monthly basis (but not to exceed 6 months) until such time that a new provider has been selected by SEC in accordance with GPPB Resolution No. 23-2007 (Guidelines on the Extension of Contract for General Support Services).
3. The SEC will pay the Service Provider on a quarterly basis and based on the inspection report.

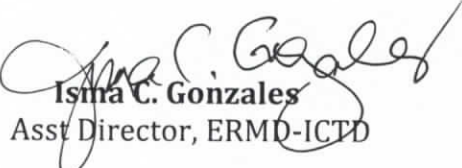
**IV. MAXIMUM RESPONSE AND REPAIR TIME:**

1. The Service Provider shall supply the SEC with the necessary telephone numbers to contact Service Provider's service representative/ technicians and shall exert all efforts to respond within two hours from receipt of the request.
2. Should it be determined by the Service Provider 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 Service Provider shall procure the necessary parts or resources within 48 hours.
3. Response time for any request for service shall be within two hours from receipt of the request.
4. On-site preventive and remedial services should be 5 by 8 (Mondays-Fridays).

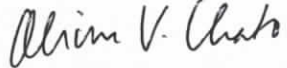
*Handwritten signature*



Submitted By:

  
**Isma C. Gonzales**  
Asst Director, ERMD-ICTD

Approved By:

  
**Oliver V. Chato**  
SEC Director, ICTD

**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.
3. 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.
5. 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 if 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.
9. 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.