



Republic of the Philippines  
**NATIONAL COMMISSION ON INDIGENOUS PEOPLES**  
**Cordillera Administrative Region**  
Unit 311, Lyman Ogilby Centrum, 358 Magsaysay Avenue, Baguio City  
Telefax: (074) 422-4173 | [www.ncipcar.ph](http://www.ncipcar.ph) | [ncipcarbac@gmail.com](mailto:ncipcarbac@gmail.com)

## REQUEST FOR QUOTATION

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Sir/Madam:

The National Commission on Indigenous Peoples through its Bids and Awards Committee (BAC), will undertake procurement of civil works for the Nursery Establishment in Domolpos, Tinongdan, Itogon, Benguet with an approved budget for the contract of Two Hundred Sixty Thousand Two Hundred Ninety Eight Pesos and 91/100 Only (Php 260,298.91).

The procurement will be undertaken through Small Value Procurement in accordance Section 53.9 of the Revised Implementing Rules and Regulations of Republic Act No. 9184.

In accordance with the Terms of Reference, please accomplish, provide correct and accurate information and submit the duly signed Price Quotation Form (Annex "A") in a sealed envelope on the address indicated in the letterhead or email at [ncipcarbac@gmail.com](mailto:ncipcarbac@gmail.com) not later than 9:00 AM of October 2, 2020.

The NCIP-CAR reserves the right to accept or reject any or all quotations and to impose additional terms and conditions as it may deem proper.

Very truly yours,

  
**ATTY. BRAIN S. MASWENG**  
BAC Chairman

**PRICE QUOTATION FORM (ANNEX "A")**

**ATTY. BRAIN S. MASWENG**

BAC Chairperson  
National Commission on Indigenous Peoples  
Cordillera Administrative Region

S I R:

After having carefully read and accepted the terms and conditions, I hereby submit my quotation together with the required documents:

Quantity	Financial Offer/Quotation	Total Cost inclusive of applicable tax (Please state amount in words and in figures)
1 lot	Nursery Establishment in Domolpos, Tinongdan, Itogon, Benguet	Php _____

\*see attached detailed computation of costs per item as per Bill of Quantities

If our Bid is accepted, we undertake to provide a performance security in the form, amount, and within the time specified in the TOR.

Note:

1. All entries must be typewritten or hand-printed, corrections must be countersigned.
2. Price offer exceeding the ABC for this project shall be automatically disqualified
3. Bid offer shall be duly supported by the bidder's detailed computation of costs for each item of work as enumerated in the bill of quantities.
4. Total bid offers shall be inclusive of taxes such as but not limited to VAT, income tax, local tax and other levies.
5. Price validity shall be for a period of 120 calendar days from the date of opening.
6. The price offered shall not be subject to any increase for whatever reason including in cases of devaluation/inflation during the entire duration of the contract.

Bidder's Commitment:

We hereby agree and bind ourselves to the terms and conditions herein specified, to the manner of bidding and evaluation set up by the Bids and Awards Committee. We understand that NCIP-CAR is not bound to accept the lowest or any quotation it may receive.

Very truly yours,

\_\_\_\_\_  
Signature Over Printed Name/Date

Position: \_\_\_\_\_

Company Represented: \_\_\_\_\_

Tel. No. / Cellphone No.: \_\_\_\_\_



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Project : **NURSERY ESTABLISHMENT**  
Location : Domolpos, Tinongdan, Itogon, Benguet

**BILL OF QUANTITIES**

<i>To be filled up by the Procuring Entity</i>				<i>To be filled up by the Bidder</i>
Item No (1)	Description (2)	Unit (3)	Quantity (4)	Amount in Words and Figures (Pesos) (5)
ITEM I	<b>GROUND CLEARANCE AND DRAINAGE CANAL SYSTEM</b>	Lot	1	
ITEM II	<b>PERIMETER FENCE/GATE</b>	Lot	1	
	#12 x 6" x 12m cyclone wire	Pieces	8	
	#15 x 100m double standard barb wires	Pieces	8	
	Indigenous pole cutting (live fence)	Lumpsum		
	# 16 GI wire	Kilos	35	
ITEM III	<b>SHADE NET INSTALLATION</b>	Lot	1	
	#12 x 25kg/roll wire	Rolls	5	
	# 16 wire	Kgs	2	
	3" S40 G.I pipe	Lm	14	
	12mm RSB	Pieces	7	
	Shade net 50m/roll 50% shade intensity-black or green	Rolls	5	
	Anti-insect nylon net (3mx50m)	Rolls	3	

Submitted by:

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## TERMS OF REFERENCE

### SMALL VALUE PROCUREMENT (SEC. 53.9) FOR THE NURSERY ESTABLISHMENT

#### I. Identifying Data

Project: Nursery Establishment

Location: Domolpos, Tinongdan, Itogon, Benguet

Approved Budget for the Contract (Ceiling Amount): Php 260,298.91

#### II. Qualification of Bidders

Bidders qualified under Section 23.4.2 (eligibility requirements for the procurement of infrastructure projects) are allowed to participate. Preferably, bidders should have implemented similar infrastructure projects within the ancestral domain or have previous engagements with the ICCs/IPs in the area.

#### III. Schedule of Activities

- a. Posting of Request for Quotation (RFQ) and related documents in the PhilGEPs and NCIP-CAR Website: September 28, 2020
- b. Issuance of RFQ: September 28, 2020 until 9:00 AM of October 2, 2020
- c. Deadline for submission and receipt of bids: October 2, 2020 at 9:00AM
- d. Opening of bids and eligibility check: October 2, 2020 at 9:00 AM

#### IV. Bid Forms

Plans and all other bidding documents can be downloaded at PhilGEPs website and NCIP-CAR website or can be taken at the NCIP Regional Office.

#### V. Submission and Receipt of Bids

The bidder shall submit the accomplished price quotation form, bill of quantities and the following documents:

- a. Mayor's/Business Permit
- b. PhilGEPs Registration
- c. PCAB License
- d. Income/Business tax return
- e. Omnibus Sworn Statement shall be required if after evaluation, your bid will be determined as the Single/Lowest Calculated or Responsive Bid.

#### VI. Performance Security

To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar

days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract. The Performance Security shall be denominated in Philippine Pesos in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount (Not less than the required percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

#### VII. Contractor's Obligation

1. The contractor shall take charge of securing the permit from LGU, if necessary.
2. The contractor shall commence execution of the works immediately upon the receipt of Notice to Proceed and shall carry out the works in accordance with the contract. The Contractor shall complete the project per approved contract time of **thirty eight (38) calendar days**. No contract time extension shall be allowed for unjustifiable reasons or at contractor's fault that causes delay. Any delay will be penalized applying the provisions on Liquidated Damages. Contract time extension may be allowed based on the provisions of RA 9184 and to be supported by a written report of the Project-in-Charge and Letter Request of the Contractor and reasons for the purpose of work extension and approval of the Head of the Procuring Entity.
3. The Contractor shall be liable and accountable for any eventualities such as;
  - a. Accident, injury and death of its workers.
  - b. Harm and injury to third parties caused by its workers.
  - c. Financial credit from third parties by its workers.
4. All duties, excise and other taxes and revenue charges, if any shall be borne by the Contractor.
5. Upon completion of all the works covered, it is duty of the contractor to clear and clean all surfaces including the surroundings from paint and spots, dirt and other unsightly objects. All finished work shall be inspected and approved by the project in-charge. Any portion of the work not in conformity to standards shall be removed and/or repaired at no extra cost before the final turnover of the building to the end user.
6. Construction Safety and Health
  - a. The jobsite shall be secured and provided with safety signage installed at visible and unobstructed areas.
  - b. Notice of Construction in tarpaulin shall be provided on site and installed in unobstructed areas where it is visible to the public.
  - c. Proper construction outfit shall be worn at the jobsite at all times.
  - d. Personal Protective Equipment (PPE) shall be provided by the contractor, at his own expense, to his workers.

VIII. Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day of delay. The applicable liquidated damages is at least one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this contract the NCIP-CAR shall rescind this Contract, without prejudice to the other courses of action and remedies open to it.

IX. Warranty

The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount (Not less than the required percentage of the Total Contract Price)
Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five percent (5%)
Bank guarantee confirmed by a Universal or Commercial Bank	Ten percent (10%)
Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%)

The warranty security shall be denominated in Philippine Pesos, remain effective for one (1) year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of the said one (1) year period.

X. Final Payment

Final payment of the contract price shall be made upon submission of the complete requirements by the supplier (ie. billing statement) and issuance of Certificate of Completion to be prepared by the Project-in-Charge with the Inspection Team.

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## Omnibus Sworn Statement

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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 Supply and Delivery of Bamboo and Sugarcane of the NCIP-CAR, *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 NCIP-CAR 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 \_\_\_\_\_