



REQUEST FOR QUOTATION

RFQ No. **SPLIT-REF-061-RFQ-22-04**
RFQ Date: **December 15, 2022**

[insert Supplier's name]

Dear _____: *[insert name of Supplier's representative]*

The Department of Agrarian Reform has received a *loan* from the World Bank (**Loan Agreement No. 9141-PH**), and intends to apply the proceeds of this *loan* to eligible payments under the contracts for which this invitation for quotation is issued. The World Bank requires that borrowers, as well as bidders, suppliers, contractors, and consultants observe the highest standard of ethics during the procurement and execution of contracts according to Attachment 1 '**World Bank Policy – Corruption and Fraudulent Practices**'.

Please quote your lowest price on the item/s listed in "Annex A", subject to the Term and Conditions on page 3, stating the shortest time of delivery, and submit your quotation duly signed by your representative not later than **December 21, 2022 at 9:00 a.m.** in the return envelope attached herewith, at the Procurement Division Office, Ground Floor, DAR Main Building, DAR Central Office, Elliptical Road, Diliman, Quezon City.

For more information/clarification, please call SPLIT-BAC Secretariat/DAR Procurement Division at Tel. Nos. 3453-8300/3455-5849/ 8928-1011.

Nelia S. Soriano
Chief, Procurement Division &
Head, SPLIT-BAC Secretariat



"Annex A"

INSTRUCTIONS:

1. ALL ENTRIES MUST BE TYPEWRITTEN
2. DELIVERY PERIOD SHALL BE WITHIN FIFTEEN (15) CALENDAR DAYS UPON RECEIPT OF THE APPROVED CONTRACT/PURCHASE ORDER
3. WARRANTY SHALL BE FOR A PERIOD OF ONE (1) YEAR, FROM THE DATE OF ACCEPTANCE BY THE PROCURING ENTITY
4. PRICE VALIDITY PERIOD SHALL BE FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE ABOVE SUBMISSION DEADLINE
5. PHILGEPS PLATINUM REGISTRATION CERTIFICATE SHALL BE ATTACHED UPON SUBMISSION OF THE QUOTATION
6. BIDDERS SHALL INDICATE THE BRAND AND MODEL NUMBER OF THE PRODUCT BEING OFFERED AND SUBMIT ORIGINAL BROCHURES TO SUPPORT ITS STATEMENT OF COMPLIANCE WITH THE PURCHASER'S TECHNICAL SPECIFICATIONS.

ITEM NO.	PURCHASER'S TECHNICAL SPECIFICATIONS	QTY.	Bidder's Statement of Compliance	UNIT PRICE (PhP)	TOTAL PRICE* (PhP)
SPLIT-REF-061	<p>COMMUNICATION EQUIPMENT RADIO to be delivered at the Central Project Management Office (CPMO), DAR Central Office, Elliptical Road, Diliman, Quezon City</p> <p>Technical Specification/s: <u>Color</u> Manufacturer Standard</p> <p><u>Number of channels</u> At Least 16</p> <p><u>Battery</u> Lithium ion batteries / Rechargeable is one option atleast 1000MAH</p> <p><u>Tuner Technology</u> FRS</p> <p><u>Item Deminsion LxWxH</u> Manufacturer Standard</p> <p><u>Noise Level</u> 40DB</p> <p><u>Item Weight</u> Atleast 180 Grams</p> <p><u>Tempereture Range</u> -20-60 Degrees Celsius</p> <p><u>Voltage</u> 3.7-8 volts</p> <p><u>Other Features</u> Multifunctional commercial 2 Way Radios hands free, emergency alarm squeich power saving . low battery reminder our walkie talkies is only FRS waikie talkies.</p>	6 Units			

***inclusive of all applicable taxes**

Brand and Model : _____
 Delivery Period : _____
 Warranty : _____
 Price Validity period : _____

After having carefully read and accepted your Terms and Conditions, I/We quote you on the item at the prices noted above.

We note and accept without reservation the Government's and the World Bank's (when other than the Government) right to audit and inspect any and all records relating both to the preparation of our Bid, and if our Bid is successful, the execution of the resulting contract according to the Attachment 1 - 'World Bank Policy - Corruption and Fraudulent Practices'.

 Printed Name / Signature
 (Firm) _____

 Tel. No./Cellphone No./email-add
 _____/_____/_____

 Date



TERMS AND CONDITIONS

Your quotation(s) should be submitted as per the following instruction and in accordance with the Terms and Conditions including the following:

- a. **Prices:** The prices should be quoted for supply and delivery of **Six (6) Units of Communication Equipment (RADIO)** to be delivered at Department of Agrarian Reform Central Office Elliptical Road, Diliman, Quezon City.
- b. **Evaluation of Quotations:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. In evaluating the quotations, the Purchaser will adjust any arithmetical errors as follows:
 - i. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern;
 - ii. where there is a discrepancy between the unit rates and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
 - iii. If a Supplier refuses to accept the correction, his quotation will be rejected.

In addition to the quoted price, the evaluated price shall include Value Added Tax and other necessary taxes as specified herein.
- iv. **Award of Purchase Order:** The award will be made to the bidder offering the lowest evaluated price that meets the technical and financial requirements.
- v. **Validity of the Offer:** Your quotation(s) should be valid for a period of thirty (30) calendar days from the deadline for receipt of quotation(s) indicated in paragraph 4 of this Request for Quotation.
- vi. If the supplier/service provider withdraws the quotation during the validity period and/or refuses to accept the award of a contract when and if awarded, then the supplier(s)/service provider(s) will be excluded from the list of prospective suppliers to be invited for the project for one year.
- vii. If the supplier/service provider does not complete the delivery or perform the services under the contract/PO within fifteen (15) calendar days upon receipt of the purchase order/contract without a valid reason acceptable to the procuring entity, the contract may be terminated through a notice to be issued by the head of the procuring entity (HOPE); the procuring entity shall proceed to negotiate with the succeeding responsive supplier/s; otherwise re-canvass.
- viii. **Liquidated damages/penalty:** In case of failure to make the full delivery within the time specified in the delivery terms, a penalty of one tenth of one percent of the undelivered cost for every day of delay shall be imposed.

c. **Payment**

Full payment of the Contract Price shall be made upon submission of a billing statement with the supporting documents: sales invoice, delivery receipt, inspection and acceptance report and other relevant documents.



Attachment 1: Fraud and Corruption
(Fraud and Corruption shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers, and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.