

REQUEST FOR QUOTATION

REFERENCE NO.: **MR23-04-053**

We are inviting all interested contractors/suppliers to submit their best quotation for the **PROCUREMENT FOR THE SUPPLY OF LABOR AND TOOLS FOR THE CLEARING, GRUBBING, AND MAINTENANCE OF THE 12,687 sq. m. LAND, NDC PROPERTY LOCATED AT MACAPAGAL blvd. cor. SEASIDE blvd. BLOCK D, PASAY CITY:**

SCOPE OF WORK:

Description	Qty.	Unit Price	Total
1. Clearing and grubbing of the whole lot area shall consist of removing and uprooting all tagged trees, stumps, roots, logs, shrubs, grass, weeds, fallen timber, and other surface litter. 2. Disposal of debris shall be on-site. Proper stockpiling, segregation, and disposal of debris on-site, shall be observed. 3. Burning of any debris will not be allowed and will be strictly prohibited. 4. Area must be clean upon completion of works.	1 lot	₱ 200,000.00	₱ 200,000.00
Total			₱ 200,000.00

MOBILIZATION & DEMOBILIZATION:

- a. Mobilization and demobilization of equipment, personnel, tools, facilities, and miscellaneous for the completion of works at the job site.
- b. Application of permits and licenses, if any.

OTHER TERMS:

- a. The Service Provider shall ensure the installation of board-ups and signages, if necessary.
- b. The Service Provider shall observe safety procedures and cautions at all times. The Service Provider shall provide and ensure complete safety gear or personal protective equipment (PPE) for its workers.
- c. The Service Provider shall be responsible to restore any damage/s to NDC or to other properties including pedestrians incurred during work
- d. The Service Provider shall maintain the cleanliness of the job site surroundings before, during, and after undertaking the works.
- e. The Service Provider shall provide all necessary labor, equipment, tools, machines, materials, and other consumables to complete the works.
- f. The Service Provider shall maintain properties, structures, and trees that are determined and tagged by NDC to be retained.
- g. All permits required for the work shall be the responsibility of the Service Provider.

SPECIAL PROVISIONS:

- a. No employer-employee relationship shall exist between NDC and the SERVICE PROVIDER personnel. The NDC shall be free from any claims by the SERVICE PROVIDER's personnel as regards their employment, the same being the responsibility of the SERVICE PROVIDER as an employer. In case of a suit where NDC is impleaded as an indirect employer, the SERVICE PROVIDER shall defend and protect NDC's interest. Any legal fees and expenses that may be incurred by NDC as a consequence of such claims shall be for the account of the SERVICE PROVIDER.
- b. No adjustment in the contract price shall be allowed during the term of this CONTRACT except in cases where the cost of the awarded CONTRACT is affected by the applicable new law, ordinance, regulation or other act of Government promulgated after the bidding. In which case, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis to the SERVICE PROVIDER under Sec. 61 of the Implementing Rules and Regulations of RA 9184.
- c. The parties shall promptly discuss and strive for an amicable resolution of any issue or dispute that may arise between them from the Contract.

All actions and controversies that may arise from this Contract including but not limited to demands for specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as but not limited to the mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled following the applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

When it is necessary to seek judicial relief, NDC and the SERVICE PROVIDER hereby agree that any legal action, suit, or proceeding arising out of or relating to the Contract shall be instituted in any competent court in Makati City, to the exclusion of other courts of equal jurisdiction.

If NDC is compelled to commence an arbitration or seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the Contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.

- d. The SERVICE PROVIDER shall be liable for the following:
 1. All damages, losses, liabilities, obligations, and claims, monetary or otherwise, that may result, arise, and accrue from the performance of the Contracted Services or any violation by the SERVICE PROVIDER of its warranties, guarantees, and undertakings and the terms and condition of this CONTRACT;

2. All damages, losses, liabilities, obligations, and claims, monetary or otherwise, for any accident or loss of life or injury to third persons or their property arising from, on the occasion of, or in connection with the performance by the SERVICE PROVIDER of any of its obligation under this Contract due to the act, omission, fault or negligence of the SERVICE PROVIDER or any of its personnel.

The SERVICE PROVIDER shall hold NDC free and harmless from any liability for the foregoing damages, losses, obligation, and claims by third persons; provided, that if NDC shall be sued and be held liable therefor, the SERVICE PROVIDER shall defend NDC before any agency, office, tribunal or court, and shall assume such liability principally and directly for the benefit of NDC. If for any reason, NDC is made to pay such damages, losses, obligations, and claims by third parties, the SERVICE PROVIDER shall reimburse NDC for any payments that it may make, as well as expenses and costs, including but not limited to litigation expenses and legal fees that may be incurred by NDC in connection therewith. NDC may, at its sole option, and without prejudice to other remedies, deduct all such payments from any amount that may be due to the SERVICE PROVIDER.

- e. Should any of the terms and conditions or any part or clause of this CONTRACT be declared void or unenforceable by a competent authority, the same shall not invalidate the other terms and conditions, parts, or clauses of this CONTRACT, which shall continue to be in full force effect.
- f. As required under Executive Order (EO) 398, the SERVICE PROVIDER shall submit income and business tax returns duly stamped and received by the Bureau of Internal (BIR), before entering and during the duration of this CONTRACT. Through its responsible officer, the SERVICE PROVIDER shall also certify under oath that it is free and clear of all tax liabilities to the government. The SERVICE PROVIDER shall pay taxes in full and on time and that failure to do so will entitle NDC to suspend or terminate this Contract.
- g. The PARTIES herein shall abide by the restrictions and requirements of R.A. No. 10173 or the Data Privacy Act of 2012 and any other applicable laws, rules, or regulations on acquiring and/or processing any information that may be required in the course of, or as a result of, this contract.

If a Party encounters a breach of personal or sensitive personal information which the other acquired due to this contract, said Party shall immediately notify the other Party of the same. The Parties reserve their rights to apply security measures to minimize the impact of the breach and report the same to the National Privacy Commission (NPC) for appropriate action.

NON-WAIVER OF RIGHTS:

The failure of NDC to insist upon the strict compliance by the SERVICE PROVIDER with any of the terms, conditions, and covenants of this CONTRACT shall not be deemed a relinquishment or waiver of any rights or remedy that NDC may exercise, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants hereof which shall continue to remain in full force and effect. No waiver by NDC of

any of its rights hereunder shall be deemed to have been made unless expressed in writing and signed by NDC through its duly authorized agents.

MINIMUM REQUIREMENTS:

Labor and Tools

Description		Qty	Unit
A	Labor		
1	Leadman	1	Man
2	Labor / Helper	10	Man
B	Tools		
1	Grass-cutter	3	Sets
2	Steel bolo / Axe	7	Units
3	Rake	5	Units
4	To include other tools and miscellaneous which are deemed necessary/needed.		

Use of machinery or other equipment is allowed provided that there will be NO COST IMPLICATION to NDC. Permits necessary to operate the said machinery/equipment shall be the sole responsibility of the Service Provider.

Approved Budget : ₱ 200,000.00 (Inclusive of VAT)

Submission of Quotation and Eligibility Requirements : May 4, 2023

Mode of Procurement : Small Value Procurement

Eligibility Requirements :

1. Valid and current Mayor's Permit (certified true copy)
2. PhilGEPS Registration Certificate (certified true copy) or PhilGEPS Registration Number
3. Omnibus Sworn Statement (Notarized)

Note: In lieu of the Mayor's Permit and PhilGEPS Registration Number, you may submit a valid Certificate of PhilGEPS Registration (Platinum Membership).

Please submit your quotation and eligibility requirements in a sealed envelope at the address stated below.

Name of Bidder:

BIDS AND AWARDS COMMITTEE
National Development Company
7/F NDC Building, 116 Tordesillas St.
Salcedo Village, Makati City
Fax: 8840-4862
Attention: BAC Secretariat

Reference Number: **MR23-04-053**

All prices should be VAT-inclusive. Further, please indicate in the quotation the following:

1. Terms of Payment – Full payment upon completion of works and submission of reports/photos.
2. Delivery Period – The project shall commence a maximum of Twenty (20) Calendar Days upon issuance of NTP.

(SIGNED)

AGM SATURNINO H. MEJIA

Chairperson, Bids and Awards Committee