



Republic of the Philippines
 Department of Finance
INSURANCE COMMISSION
 1071 United Nations Avenue
 Manila



REQUEST FOR QUOTATION

The Insurance Commission (IC) invites all PhilGEPS registered suppliers to participate and submit their sealed quotations for the **Subscription and Delivery of Various Local and Foreign Newspapers and Magazines** for the Fiscal Year 2019-2020, subject to the conditions stated in the Terms of Reference.

NAME OF PROJECT	Subscription and Delivery of Various Local and Foreign Newspapers and Magazines for F.Y. 2019-2020 by the Insurance Commission
PURCHASE REQUEST REF. NO.	2019-09-292
LOCATION	Insurance Commission Building, 1071 United Nations, Avenue ,Ermita, Manila
APPROVED BUDGET FOR THE CONTRACT	<i>Three Hundred Seventy Eighty Two Thousand and Twenty Five Pesos Only (Php382,025.00) inclusive of tax</i>
DATE/TIME OF OPENING OF SEALED QUOTATION/S	28 October 2019 / 4:00PM

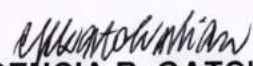
An interested party's **SEALED QUOTATION** with the enclosed **REPLY SLIP**, including the required documents, **must be submitted in person not later than, 3:00 P.M. 28 October 2019** to the Administrative Division – Records Section.

Contact persons: Mr. Edmar D.J. Ignacio, IC Administrative Officer II
 Mr. John Philip C. Cuenta, IC Administrative Assistant I

Office Address: Ground Floor, Insurance Commission Bldg.
 1071 United Nations Ave., Ermita, Manila

Telephone Nos.: (02) 5238461 to 70 local 123

E-mail: edji@insurance.gov.ph / jpc.cuenta@insurance.gov.ph


CRESCENCIA R. GATCHALIAN
 Officer-in-Charge
 Administrative Division



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila



**TERMS AND CONDITIONS ON THE SUBSCRIPTION OF LOCAL
AND FOREIGN OF NEWSPAPERS AND MAGAZINES
FOR F.Y. 2019-2020 BY THE INSURANCE COMMISSION (IC)**

I. SCOPE

1. The prospective supplier shall bid for the supply and delivery of newspapers (local and foreign) and magazines to the Insurance Commission (IC) at 1071 United Nations Avenue, Ermita, Manila.
2. The prospective supplier's quotation must contain a bid for **all** the enumerated newspapers and magazine, per attached breakdown, and should strictly follow the *maximum or ceiling price per copy/issue*. Failure to do so shall be ground for non-acceptance of the bid/proposal/quotation.
3. Local newspaper delivery for Saturdays, Sundays and Holidays, shall be limited to one (1) issue of the following publications, to wit:
 - The Philippine Daily Inquirer
 - Manila Bulletin
 - Philippine Star
 - Business Mirror
 - Business World
 - Manila Standard
 - Manila Times
 - The Daily Tribune
 - Malaya Business Insight
4. Back issues of newspapers and foreign magazines preceding the issuance of Notice to Proceed need not be delivered.

II. TERMS OF PAYMENT

1. Payment for the delivery of **Foreign Magazines and Newspapers** after the issuance of the Notice to Proceed shall be paid in advance.

Foreign newspaper

- a. Financial Times - 313 issues (daily from Mon-Sat), 1 copy per issue

Magazines

- a. The Economist - 52 issues (weekly), 2 copies per issue
 - b. Fortune - 12 issues (monthly), 1 copy per issue
 - c. Forbes Asia - 12 issues (monthly), 1 copy per issue
 - d. Reader's Digest - 12 issues (monthly), 1 copy per issue
 - e. Asia Insurance Review - 12 issues (monthly), 1 copy per issue
(Print and Digital)
 - f. Harvard Business Review - 6 issues (bi-monthly), 1 copy per issue
(Print and Digital)
2. Payment for **Local newspapers** shall be made on a monthly basis, particularly within five (5) working days upon receipt of the company/supplier's billing statement. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.
3. Any amount payable under this Agreement or Terms of Reference are inclusive of all applicable taxes and charges.

III. GENERAL CONDITIONS

- 1. All entries in the quotation must be typewritten in company's letterhead, duly signed by the supplier/dealer or its duly authorized representative/s.
- 2. A **certified true copy of the supplier/dealer's valid PHILGEPS Registration Number/Certificate** shall be attached to the quotation upon submission.
- 3. Price validity shall be for a period of **thirty (30) days** from submission of quotation.
- 4. All quotations shall be considered as fixed and not subject to price escalation during contract implementation.
- 5. For verification purposes, the bidder with the lowest quotation shall be required to present **the original copies of the required documents specified in the REPLY SLIP.**
- 6. The IC reserves the right to reject any or all Quotations/Bids, to nullify the procurement process, to reject all Quotations/Bids at any time prior to contract award, without incurring any liability/ies to the affected Bidder/s, and to accept only the offer that is most advantageous to the Government.

IV. SPECIAL CONDITIONS

Qualification of the Supplier

- 1. **The supplier/company should be duly registered with the PhilGEPS.**
- 2. The supplier should be a holder of a valid business license/s issued by relevant government agencies.

Delivery of Services

3. The supplier shall coordinate the daily, weekly and monthly deliveries of the newspapers and magazines with the Administrative Division of the IC.
4. **Start date** of deliveries of local newspaper shall commence on **01 November 2019**, and daily deliveries as applicable must **not be later than 6:00 A.M.** If the contract for the project is approved on a later date deliveries shall commence immediately therefrom, provided Notice to Proceed is issued.
5. The supplier is given a maximum of six (6) weeks to make the initial delivery of magazines and foreign newspapers. Subsequently, monthly magazines must be delivered not later than the first (1st) week of the month of issue; weekly magazines must be delivered no later than the week of issue; and daily foreign newspaper must be delivered not later than one (1) day after the date of issue.

The supplier should deliver the following latest issues for the foreign publications:

Publication	Issue
Asia Insurance Review (Print and Digital)	February 2020
Harvard Business Review (Print and Digital)	January-February 2020

6. The supplier shall cease to provide the delivery of local newspapers after the number of issues reflected on the attached breakdown is reached or completed and/or otherwise earlier terminated for a valid cause.

Limitation of Liability

7. Subject to the IC's obligation to pay the price due to the Supplier, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with these *Terms of Reference* or the performance or observance of its obligations under these *Terms of Reference* and every applicable part of it shall be limited in aggregate to the Price.

Termination

8. The agreement between the IC and the Supplier shall take into effect upon its approval by the former and acceptance by the latter, and shall continue until the completion date and completion of issues to be delivered, unless terminated sooner for a valid cause.
9. Either Party may terminate the agreement upon notice in writing, if the other is in breach of any material obligation contained in these *Terms of Reference*, which is not remedied (if it is capable of being remedied) within thirty (30) days from written notice from the other Party.
10. Any termination of the agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision hereof that is expressly or by implication intended to come into or continue in force on or after such termination.

Miscellaneous

11. The failure of either party to enforce its rights based on the agreement under these *Terms of Reference* at any time for any period shall not be construed as a waiver of such rights.
12. If any part, term or provision of these *Terms of Reference* is held illegal or unenforceable neither the validity nor enforceability of the remainder of the provisions shall be affected.
13. Neither Party shall be liable for failure to perform or delay in performing any obligation under these *Terms of Reference* if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion, or industrial dispute.
14. It is understood that all the relevant provisions of the Republic Act No. 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations-A (IRR-A) shall apply, govern, and complement the agreement arrived at under these *Terms of Reference*.


CRESCENCIA R. GATCHALIAN
Officer-in-Charge
Administrative Division

City of Manila, 24 October 2019

REPLY SLIP

Date _____

Name of Company : _____

Address : _____

Contact Information : _____

Email Address/es : _____

After having carefully read and accepted the **TERMS AND CONDITIONS ON THE SUBSCRIPTION OF NEWSPAPERS AND MAGAZINES FOR F.Y. 2019-2020 BY THE INSURANCE COMMISSION (P.R. No. 2019-09-292)**. I/we hereby offer the price quotations on the items described hereunder:

	Frequency	No. of Copies per Issue	Quoted Unit Price <i>(To be filled-up by the Prospective Supplier)</i>	No. of Issues	Amount (Php) <i>(To be filled-up by the Prospective Supplier)</i>
<u>Local Newspapers</u>					
Philippine Daily Inquirer	Mon-Fri	8		261	
	Saturday	1		52	
	Sunday	1		52	
Manila Bulletin	Mon-Fri	4		261	
	Saturday	1		52	
	Sunday	1		52	
Philippine Star	Mon-Fri	9		261	
	Saturday	1		52	
	Sunday	1		52	
Business Mirror	Mon-Fri	7		261	
	Saturday	1		52	
	Sunday	1		52	
Business World	Mon-Fri	5		261	
Manila Standard	Mon-Fri	4		261	
	Saturday	1		52	
Manila Times	Mon-Fri	6		261	
	Saturday	1		52	
	Sunday	1		52	
The Daily Tribune	Mon-Fri	4		261	
	Saturday	1		52	
	Sunday	1		52	
Malaya	Mon-Fri	4		261	
SUBTOTAL (LOCAL NEWSPAPERS)					

	Frequency	No. of Copies per Issue	Quoted Unit Price (To be filled-up by the Prospective Supplier)	No. of Issues	Amount (Php) (To be filled-up by the Prospective Supplier)
<u>Foreign Newspapers</u>					
Financial Times	Mon-Sat	1		313	
<u>Magazines</u>					
The Economist	Weekly	2		52	
Fortune	Monthly	1		12	
Forbes	Monthly	1		12	
Reader's Digest	Monthly	1		12	
Asia Insurance Review (Print and Digital)	Monthly	1		12	
Harvard Business Review (Print and Digital)	Bi-monthly	1		6	
SUBTOTAL (FOREIGN NEWSPAPERS & MAGAZINES)					
GRAND TOTAL					

In compliance with the Terms and Conditions, a notarized Omnibus Sworn Statement (using prescribed template/format), as well as, **certified true copies** of the following required documents are enclosed:

1. Valid PHILGEPS Registration Number/Certificate;
2. Business Registration Certificate from Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC) or Cooperative Development Authority (CDA), whichever is applicable;
3. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
4. Latest Income/Business Tax Return (ITR); and

Signature over Printed Name of Authorized
Representative and Position

Omnibus Sworn Statement

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 *[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;
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 _____

* This form will not apply for WB funded project