

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



REQUEST FOR QUOTATION

The Insurance Commission invites all registered suppliers and interested parties to participate and submit their *lowest price* quotation for the **Procurement of Service Provider for the Printing of the 2023 Insurance Commission Institutional Calendar**, subject to the terms and conditions stated in the Terms of Reference (TOR):

| NAME OF PROJECT | Procurement of Service Provider for the Printing of the 2023 Insurance Commission Institutional Calendar |
|---|--|
| REFERENCE NO./PR NO. | PR No. 2022-11-293 |
| LOCATION | IC Main Office Building, 1071 United Nations Avenue, Ermita, Manila |
| APPROVED BUDGET FOR THE CONTRACT (ABC) | One Hundred Fifty Thousand Pesos (Php 150,000.00) |
| DELIVERY PERIOD | Within ten (10) working days upon approval of mock-up/sample |
| DEADLINE OF SUBMISSION OF SEALED QUOTATION/S | 07 December 2022 / 12:00 NN |

All interested suppliers/providers shall submit their **PROPOSAL/QUOTATION** with the accomplished **REPLY SLIP** and required documents enumerated in the Terms of Reference in PDF file via e-mail to the Planning and Management Division on or before the deadline of submission mentioned above. You may address your proposals/quotation to:

| Contact Person Office Address | Mr. Mark Franklin M. Sanchez, IC Planning Officer III Insurance Commission Building, 1071 United |
|----------------------------------|---|
| | Nations Avenue, Ermita, Manila |
| Telephone Number | s: (+632) 8523-8461, local 144; |
| Email Address | : <u>mfm.sanchez@insurance.gov.ph</u> |
| | PlanningDiv@insurance.gov.ph |

GREGODY VINCENT O. FERRER IC Division Manager

TERMS OF REFERENCE

Procurement of Service Provider for the Printing of the 2023 Insurance Commission Institutional Calendar

I. SCOPE

1. The prospective supplier shall bid for the Procurement of Service Provider for the Printing of the 2023 Insurance Commission Institutional Calendar.

II. TERMS OF PAYMENT

- 2. The price quotation, to be denominated in Philippine peso, shall include all taxes, duties, other applicable charges and/or levies payable.
- 3. The quoted price shall be considered fixed and not subject to price escalation during contract implementation.
- 4. Price validity must be for a period of thirty (30) days from submission of quotation.
- 5. Payment shall be made within thirty (30) days after the complete delivery and acceptance of the items. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.

III. SPECIAL CONDITIONS

Qualifications of the Supplier

- 6. The supplier/company should be duly registered with the PhilGEPS.
- 7. The supplier should be a holder of a valid business license from relevant government agencies.

Technical Specifications

8. The Technical Specifications of the Proposed Calendar are as follows:

| ITEM | 2023 INSTITUTIONAL CALENDAR FOR INSURANCE COMMISSION | | |
|--------------|---|--|--|
| | Customized Standee Calendar | | |
| SIZE | 9 inches by 8 inches (9" x 8") | | |
| NO. OF PAGES | 14 leaves (28 pages) | | |
| STOCK | C2S 180 | | |
| PROCESS | Full color offset printing on main calendar pages | | |
| | With Matte & Spot Lamination on Cover | | |
| | Matte Finish on calendar pages | | |
| | With Matte Finish on Calendar Pages | | |
| | With Printed Envelope (Book Paper 90) Full Color Offset | | |
| | Printing – same as cover page | | |

| | Cover page: IC Logo & "2023 Calendar" Embossed / Coated / Emphasized |
|----------|--|
| BINDING | White Hard, Double Wire-O |
| QUANTITY | 550 copies |

Delivery of Services

- 9. The supplier shall submit a mock-up/sample calendar to the Planning and Management Division within three (3) working days upon receipt of the calendar design.
- 10. The supplier shall deliver the complete quantity of printed/finished calendars to the Planning and Management Division within ten (10) working days upon approval of the mock-up/sample.

Limitation of Liability

9. 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 this Terms of Reference (TOR) or the performance or observance of its obligations under this TOR and every applicable part of it shall be limited in aggregate to the Price.

Termination

- 10. The agreement between the IC and the Supplier shall be effective upon its approval by the former and acceptance by the latter, and shall continue, unless terminated sooner or until the completion date.
- 11. Either Party may terminate the agreement upon written notice if the other is in breach of any material obligation contained in this TOR, which is not remedied (if it is capable of being remedied) within thirty (30) days of written notice from the other Party to do so.
- 12. Any termination of the agreement (in whatever way 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 which is expressly or by implication intended to come into or continue in force on or after such termination.

Miscellaneous

- 13. The failure of either party to enforce its right based on the agreement under this TOR at any time for any period shall not be construed as a waiver of such rights.
- 14. If any part, term or provision of this TOR is held illegal or unenforceable neither the validity nor enforceability of the remainder of the provisions shall be affected.
- 15. Neither Party shall be liable for failure to perform or delay in performing any obligation under this TOR 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. If such delay or failure continues for at least seven (7) days, the Party affected by such delay or failure shall be entitled to terminate this Agreement by written notice to the other.

16. 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 this TOR.

IV. GENERAL CONDITIONS

- 17. All entries in the quotation must be typewritten in company's letterhead, duly signed by the supplier/dealer or its duly authorized representative.
- 18. The quotation shall be submitted in PDF file via e-mail to the Planning and Management Division at <u>mfm.sanchez@insurance.gov.ph</u> and <u>PlanningDiv@insurance.gov.ph</u> on or before **07 December 2022, 12:00 NN**.
- 19. The bidder with the lowest calculated responsive bid shall be required to submit the following documents for verification and validation purposes:
 - 1. Valid PHILGEPS Registration Certificate;
 - Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of valid business registration;
 - 3. Valid Mayor's permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
 - 4. Omnibus Sworn Statement; and
 - 5. Certificate of Registration of Bureau of Internal Revenue (BIR) and Tax Clearance certificate and/or Latest Income Tax Return (ITR).
- 20. The IC reserves the right to reject any or all Quotations/Bids, to annul the procurement process, to reject all Quotations/Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s), and to accept only the offer that is most advantageous to the Government.



01 December 2022

REPLY SLIP

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| | | Date : |
|---------------------|---|--------|
| Name of Supplier | : | |
| Address | : | |
| Contact Information | : | |
| E-Mail Address | : | |

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| QTY | Unit | lte | Total Cost | | |
|-----|------|--------------|---|----------------------------|--|
| | | SIZE | 9-inch Width by 8-inch Height (9" x 8") | - | |
| | | NO. OF PAGES | 14 leaves (28 pages) | | |
| | | STOCK | C2S 180 | | |
| 550 | sets | PROCESS | Full color offset printing on main calendar pages With Matte & Spot Lamination on Cover With Matte Finish on Calendar Pages Printed Envelope (Book Paper 90) Full Color Offset Printing – same as cover page Embossed / coated / emphasized cover page: IC Logo & "2023 Calendar" | [Input here Total Cost] | |
| | | BINDING | White Hard, Double Wire-O | | |

Note:

1. Total Cost should not excess the Approved Budget of the Contract (ABC).

2. Price quotation is inclusive of 12% VAT and other applicable taxes and charges.

3. Printing will commence after IC has approved the mock-up/sample from Supplier.

In compliance with the Terms and Conditions, **one (1) Certified True Copy of each of the following documents are enclosed together with the Reply Slip**:

- 1. Valid PHILGEPS Registration Certificate;
- 2. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative

Development Authority (CDA) for cooperatives, or any proof of valid business registration;

- 3. Valid Mayor's permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
- 4. Omnibus Sworn Statement; and
- 5. Certificate of Registration of Bureau of Internal Revenue (BIR) and Tax Clearance certificate and/or Latest Income Tax Return (ITR).

Signature Over Printed Name of Supplier/ Authorized Representative and Position 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, <u>by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;</u>
- 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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing 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.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at ___, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat] [Format shall be based on the latest Rules on Notarial Practice]