



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 best quotations for the **Subscription and Delivery of Various Local and Foreign Newspapers and Magazines** for the Fiscal Year 2023-2024, 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. 2023-2024
PURCHASE REQUEST REF. NO.	2023-04-085
LOCATION	Insurance Commission Building, 1071 United Nations, Avenue, Ermita, Manila
MODE OF PROCUREMENT	Small Value Procurement (Section 53.9 of 2016 Revised IRR of RA No. 9184)
APPROVED BUDGET FOR THE CONTRACT	Seven Hundred Fifteen Thousand Pesos (Php715,000.00)
DEADLINE OF SUBMISSION OF SEALED QUOTATION/S	<u>17</u> May 2023 / 1:00PM

An interested party's **QUOTATION** with the enclosed **REPLY SLIP**, including the required documents, **must be submitted in person or email not later than, 1:00 P.M. 17 May 2023** to the Administrative Division – Records Section through the following:

Contact persons: Mr. Edmar D.J. Ignacio, IC Administrative Officer II
 Ms. Marive E. Ferrolino, IC Administrative Officer I
 Mr. John-Phillip 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
 me.ferrolino@insurance.gov.ph
 jpc.cuenta@insurance.gov.ph


ATTY. ALBERT LAWRENCE A. VINZON
 IC Division Manager
 Administrative Division

TERMS OF REFERENCE ON THE SUBSCRIPTION AND DELIVERY OF VARIOUS LOCAL AND FOREIGN NEWSPAPERS AND MAGAZINES FOR F.Y. 2023-2024

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) copy per 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 should 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 issued in advance.

Foreign newspaper

- a. Financial Times - 313 issues (daily from Mon-Sat), 2 copies per issue (Print & online/digital versions with secured/unique user accounts)

Magazines

- a. The Economist - 52 issues (weekly), 3 copies per issue (Print & online/digital versions with secured/unique user accounts)

- b. Fortune - 6 issues (bi-monthly), 1 copy per issue
- c. Forbes Asia - 11 issues (monthly), 1 copy per issue (Print & online/digital versions with secured/unique user account)
- d. Reader's Digest - 12 issues (monthly), 1 copy per issue
- e. Asia Insurance Review - 12 issues (monthly), 2 copies per issue (Print & online/digital versions with three (3) secured/unique user account)
- f. Harvard Business Review - 6 issues (bi-monthly), 1 copy per issue (Print & online/digital versions with secured/unique user account)

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 including delivery.
4. Payment shall be made only for subscriptions actually delivered and acknowledged by the IC.

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.
3. The supplier/company must be able to provide a proof, attached to its quotation, that it is recognized as an official/authorized distributor of the following publications by respective publisher:
 - 4.1 The Economist
 - 4.2 Forbes Asia
 - 4.3 Financial Times
 - 4.4 Harvard Business Review

This notwithstanding, at the discretion of the IC Administrative Division, the supplier may be required to submit similar proof/s for other foreign publications prior to contract award.

Delivery of Services

4. The supplier shall coordinate the daily, weekly and monthly deliveries of the newspapers and magazines with the Administrative Division of the IC.
5. **Supplier must be able to start deliveries of local newspapers within three (3) days from issuance of Notice to Proceed, and daily deliveries as applicable must not be later than 6:00 A.M.**
6. Unless otherwise specified by the IC, the start of delivery of magazines and foreign newspapers must be within six (6) weeks from issuance of Notice to Proceed. Subsequently, monthly magazines must be delivered not later than the first (1st) week of the month of issue; weekly magazines must be delivered not later than the week of issue; and daily foreign newspaper must be delivered not later than one (1) day after the date of issue.
7. 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

8. 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

9. 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.
10. 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.
11. 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

12. 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.
13. 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.
14. 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.
15. It is understood that all the relevant provisions of the Republic Act No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations shall apply, govern, and complement the agreement arrived at under these *Terms of Reference*.


ATTY. ALBERT LAWRENCE A. VINZON
Division Manager
Administrative Division

City of Manila, 10 May 2023

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 AND DELIVERY OF VARIOUS LOCAL AND FOREIGN NEWSPAPERS AND MAGAZINES FOR F.Y. 2023-2024 (P.R. No.2023-04-085)**. 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	7		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	6		261	
	Saturday	1		52	
	Sunday	1		52	
Business World	Mon-Fri	6		261	
Manila Standard	Mon-Fri	3		261	
	Saturday	1		52	
Manila Times	Mon-Fri	6		261	
	Saturday	1		52	
	Sunday	1		52	
The Daily Tribune	Mon-Fri	3		261	
	Saturday	1		52	
	Sunday	1		52	
Malaya	Mon-Fri	2		261	
		1		52	
		1		52	

SUBTOTAL (LOCAL NEWSPAPERS)					
	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>Foreign Newspapers</u>					
Financial Times (Print & online/digital versions with secured/unique user accounts)	Mon-Sat	3		313	
<u>Magazines</u>					
The Economist (Print & online/digital versions with secured/unique user accounts)	Weekly	3		52	
Reader's Digest	Monthly	1		12	
Fortune	Bi-Monthly	1		6	
Forbes Asia (Print & online/digital versions with secured/unique user account)	Monthly	1		11	
Harvard Business Review (Print & online/digital versions with secured/unique user account)	Bi-monthly	1		6	
Asia Insurance Review (Print & online/digital versions with three (3) secured/unique user account)	Monthly	2		12	
SUBTOTAL (FOREIGN NEWSPAPERS & MAGAZINES)					
GRAND TOTAL					

In compliance with the Terms and Conditions, a notarized Omnibus Sworn Statement (using original 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

5. Proof of recognition as official distributor duly signed by official representative/s of the publishers of the following foreign publications:

- 5.1 The Economist
- 5.2 Forbes Asia
- 5.3 Financial Times
- 5.4 Harvard Business Review

Signature over Printed Name of Authorized
Representative and Position

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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, **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;**

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]