



DEPARTMENT OF ENERGY
(Kagawaran ng Enerhiya)
Energy Center, Rizal Drive Bonifacio
Global City, Taguig City, Philippines 1632

RFQ No.	RFQ-02-0101-2024-01-0002-0203-0001
Purchase Request No.:	02-0101-2024-01-0002

REQUEST FOR QUOTATION

Title of Procurement/End-user	: PROCUREMENT OF LICENSE OF INTERACTIVE AND DIGITAL LIBRARY OF MAGAZINES & NEWSPAPERS ACCESS FOR 1 YEAR
Approved Budget for the Contract	: Php 800,000.00
Mode of Procurement	: Small Value Procurement (AMP53.9)
Bidding Terms	: 1 Lot
Delivery Terms/Schedule	1. : The subscription shall be enabled not later than fifteen (15) days upon receipt of the Notice to Proceed (NTP) 2. The duration of the contract is one (1) calendar year and shall commence within fifteen (15) days upon receipt by the Contractor of the NTP.
Delivery Location	: Department of Energy Main Office, BGC Taguig City
Payment Terms	: Payment shall be processed within thirty (30) days upon completion of delivery of all items or services, submission of all required documents and issuance of end-user's certificate acceptance.

SUBMISSION OF PROPOSALS/ QUOTATION and RELATED DOCUMENTS SHOULD BE COLLATED AND SUBMITTED IN A ONE (1) PDF FILE FORMAT

Please quote your lowest price on the items/s listed below, subject to the compliance with the Terms of Reference and Specifications. Submit the quotation following the format of the Quotation Submission Form (Annex A) in a sealed envelope duly signed by your representative at the Procurement Management Division Office, 3rd Floor DOE Main Building, Department of Energy Rizal Drive, Energy Center-Bonifacio Global City, Taguig City or through email at the following address: bacsecretariat@doe.gov.ph not later than **(Date and Time)**. **LATE SUBMISSION WILL NOT BE ACCEPTED.**

Terms of Reference/Specifications				
	Description/ Specification:	Quantity	Unit Price	Total ABC
1.	I. DELIVERABLES A. Access 1. The Contractor shall provide unlimited and simultaneous access to the DOE via internet protocol authentication for One (1) year after the activation of the license. 2. The Contractor shall provide the DOE access to the following publications, compilations of literary works, and articles (hereinafter, the "Content") that can be read from cover to cover:	1 License		Php800,000.00

	<p>2.1. Local,¹ regional, and international² newspapers and broadsheets.</p> <p>2.2. Magazines on various subjects such as business and current affairs, foreign policy, science and technology, energy, history, and other special topics/interests.³</p> <p>2.3. Content in foreign languages can be translated primarily, into English or Filipino.</p> <p>3. The Contractor shall provide the DOE access to the back issues of the Content dating back to at least 3 months prior.</p> <p>4. Content is searchable via topic and keywords.</p> <p>5. The Content can be accessed and read on computers, <i>i.e.</i>, desktops and laptops, and mobile devices, <i>i.e.</i>, phones and tablets. Users who were registered and/or authenticated within the DOE's premises (<i>i.e.</i>, Main Office and Field Offices) have unlimited and unrestricted access to the Content for at least two months. Outside the DOE's premises, at least 100 user accounts can have unlimited and unrestricted access to the Content.</p> <p>5.1. The Content can be accessed on various commonly used browsers, <i>e.g.</i>, Edge, Safari, Firefox, and/or Chrome.</p> <p>5.2. If the Content requires a viewer/reader application to be read or accessed, such application can be downloaded without additional cost to the DOE. The viewer/reader application must be cross-platform compatible, <i>i.e.</i>, must run on Windows, macOS, Android, iPadOS.</p> <p>6. The Contractor shall ensure that the Content is made available to the DOE immediately upon their publication/circulation by their respective publishers.</p> <p>6.1. In the case of local, regional, and international newspapers and broadsheets, the Contractor shall have until 8:00 AM Philippine Standard Time to make the same available to the DOE, otherwise, the Contractor shall be considered in delay.</p> <p>6.2. Failure of the Contractor to comply with Clause 6.1 above shall be considered a material breach of the Contract and shall be liable for liquidated damages equal to 1/10th of 1% of the Contract cost. The DOE need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from money due or which may become due to the Contractor, or collected from any securities or warranties posted by the</p>			
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¹ Which includes but is not limited to Philippine Daily Inquirer, Philippine Star, Manila Bulletin, Manila Standard, Manila Times, Business World, and Business Mirror.

² Which includes but is not limited to The Wall Street Journal, The Wall Street Journal Asia, The Wall Street Journal Europe, Nikkei Asia, Japan Times, The New York Times International Edition, South China Morning Post, and The Economist.

³ Which includes but is not limited to Businessweek, National Geographic, Reader's Digest, Newsweek, and Forbes.

	<p>Contractor, whichever is convenient to the DOE.</p>			
2.	<p>B. Support</p> <p>1. Onboarding</p> <p>1.1. The Contractor shall assist and support activation and setup of the end-user’s accounts.</p> <p>1.2. The Contractor shall orient and train end-users on how to access and view the Content. The orientation and training shall cover topics on end-user account management, navigation, common use cases such as:</p> <p>1.2.1. Reading/Viewing; 1.2.2. Searching for specific Content; 1.2.3. Downloading; 1.2.4. Annotating downloaded items; 1.2.5. Printing downloaded items; and 1.2.6. Fair Use.</p> <p>1.3. The Contractor shall orient and train administrators in administrator account management, generating usage reports, and detecting and mitigating security incidents and abuse (violations of fair use).</p> <p>2. Technical support</p> <p>2.1. The Contractor shall assist the DOE in setting up the internet protocol authentication which would give the DOE access to the Content, as particularly described in Clause I.A.5 (Deliverables-Access) above.</p> <p>2.2. The Contractor shall provide the DOE with technical support via phone call and email within office hours (Monday to Friday, 8 AM to 5 Pm, excluding holidays).</p> <p>2.3. For this purpose, the DOE shall designate a focal person who shall report all technical support concerns to the Contractor.</p> <p>2.4. The Contractor shall address and resolve reports submitted by the DOE’s focal person within three (3) working days from the date of its receipt of the same.</p> <p>I. SCHEDULE OF PAYMENT AND DELIVERY</p> <p>3. The subscription shall be enabled not later than fifteen (15) days upon receipt of the Notice to Proceed (NTP)</p> <p>4. Price quoted should be firm and irrevocable and not be subjected to any change whatsoever, even due to the increase in cost, fluctuations in foreign exchange rates or any form of taxes.</p>			

	<p>5. Contractor shall be paid the contract price (a one-time payment) within thirty (30) days upon the end-user's acceptance of the licensing certificate issued by the Contractor or its supplier/service provider, subject to the five percent (5%) retention fee.</p> <p>6. The duration of the contract is one (1) calendar year and shall commence within fifteen (15) days upon receipt by the Contractor of the NTP.</p>			
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General Conditions:

1. Quotation shall be valid for sixty (60) days from submission
2. Sample/brochure of the item complying with the Specifications shall be submitted together with the quotation/proposal. Non-submission of actual sample/brochures in the proposal is a ground for disqualification. **(If applicable)**
3. The following documents shall be attached/included in the submission of proposal/quotation:
 - a) Mayor's / Business Permit
 - b) PhilGEPS Registration Number/Certificate
 - c) Income /Business Tax Return **(For ABCs above 500k)**
 - d) Omnibus sworn Statement (Annex C)
4. Payment is through LDDAP through a Government Servicing Bank (GSB) and will be processed upon final acceptance of the end users and submission of complete documents. If not a GSB should shoulder all associated Bank Transaction Fee.
5. The Supplier shall clearly state the company name and account name for payment.
6. The price quoted is inclusive of all taxes and other charges.
7. The Supplier shall receive the Notice of Award and Purchase Order/Notice to Proceed within the required time under RA 9184 otherwise the Supplier may be sanctioned under the provision of RA 9184 and its IRR.

Annex A - Department of Energy Suppliers Quotation Submission Form

Solicitation No. _____
Purchase Request No. _____

Please quote your lowest price on the item/s under the specific Request for Quotation, subject to the terms, conditions and specifications as stated in the RFQ. Submit the quotation following the format below in a sealed envelope duly signed by your representative not later than the time and date as indicated in the RFO at the Procurement Management Division Office, 3rd Floor DOE Main Building, Department of Energy Rizal Drive, Energy Center-Bonifacio Global City, Taguig City. LATE SUBMISSION WILL NOT BE ACCEPTED.

Company Logo/Letterhead

Date :
 Company Name :
 Procurement Title :
 Delivery Date/Delivery Terms : [No. of Days] calendar days upon receipt of Purchase Order
 Delivery Location : Department of Energy Main Office, BGC Taguig City
 Payment Terms : Payment shall be processed within thirty (30) days upon completion of delivery of all items or services, submission of all required documents and issuance of end-user's certificate acceptance

Price Quotation:

Terms of Reference/Specifications				
Item No.	Description/ Specification:	Quantity	Unit Price	Total ABC
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

General Conditions:

1. Quotation shall be valid for sixty (60) days from submission
2. Sample/brochure of the item complying with the Specifications shall be submitted together with the quotation/proposal. Non-submission of actual sample/brochures in the proposal is a ground for disqualification. **(If applicable)**
3. The following documents shall be attached/included in the submission of proposal/quotation:
 - a) Mayor's / Business Permit
 - b) PhilGEPS Registration Number
 - c) Income / Business Tax Return
 - d) Omnibus sworn Statement (Annex C)
4. Payment is through LDDAP through a Government Servicing Bank (GSB) and will be processed upon final acceptance of the end users and submission of complete documents. If not a GSB should shoulder all associated Bank Transaction Fee.
5. The Supplier shall clearly state the company name and account name for payment.
6. The price quoted is inclusive of all taxes and other charges.

7. The Supplier shall receive the Notice of Award and Purchase Order/Notice to Proceed within the required time under RA 9184, otherwise the Supplier may be sanctioned under the provision of RA 9184 and its IRR.

The above quoted prices are inclusive of all cost and applicable taxes.

After having carefully read and accepted your Terms of Reference/Specification we are submitting our quotation/proposal on the items at prices indicated above.

Name and Signature of Authorize Representative

Company Name/Business name that will be used in the Notice of Award and Purchase Order/Notice to Proceed

Tel. No. / Cellphone No./ email address

Date

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]