



Republic of the Philippines
Department of Justice
OFFICE OF THE GOVERNMENT CORPORATE COUNSEL
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REQUEST FOR QUOTATION
RFQ No. 2023-05-027

The OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC), through its Bids and Awards Committee, is inviting all interested bidders to submit a proposal/price quotation for the project with details as follows:

Project Title	:	DOCUMENT DIGITIZATION SERVICE (SCANNING AND INDEXING) OF THE OFFICE OF THE GOVERNMENT COPRORATE COUNSEL CASE RECORDS FOR THE YEARS 2015 TO 2020
Approved Budget for the Contract	:	PhP870,000.00
Mode of Procurement	:	Small Value Procurement <i>[Section 53.9, RIRR of RA 9184]</i>
Location	:	Office of the Government Corporate Counsel 3 rd Floor, MWSS Administration Building Katipunan Ave., Balara, Quezon City
Delivery Period	:	Thirty (30) calendar days upon PO receipt
End-User Unit	:	Integrity and Case Management Committee
Specifications	:	Please see the Price Quotation Form

The details of the schedule of activities are listed as follows:

ACTIVITIES	SCHEDULE
Posting of the Request for Quotation	8 May 2023
Deadline for Submission of Quotation	15 May 2023, 1:00 pm
Opening of the Proposal/Quotation	15 May 2023, 1:30 pm

This RFQ is subject to the Terms and Conditions herein provided. Please submit your best offer for the items described herein using the Price Quotation Form herein attached.

Submit your duly signed proposal or quotation not later than 15 May 2023 at 1:00pm. Electronic proposals shall be emailed to bac@ogcc.gov.ph. Manual submissions shall be at the address indicated below:

AGCC DOMINADOR R. ISIDORO, JR.
BAC Chairperson
Office of the Government Corporate Counsel
3rd Floor, MWSS Building, Administration Building
Katipunan Ave., Balara, Quezon City

The OGCC reserves the right to accept or reject any offer or to cancel the entire procurement process at any time prior to award of the contract without thereby incurring any liability to the affected bidder.

Late submission of proposal or quotation shall not be accepted and considered.

Sgd.
GCA OWEN M. VIDAD
BAC Vice-Chairperson

TERMS AND CONDITIONS	
I. VALIDITY OF PRICE QUOTATION AND OTHER IMPORTANT REMINDERS	<ul style="list-style-type: none"> • Award of contract shall be made only to the lowest calculated and responsive quotation which complies with the minimum technical specifications and other terms and conditions stated herein. • Bidders shall provide correct and accurate information required in this form. • The use of the Price Quotation Form is highly encouraged to minimize errors or omissions of the required mandatory provisions. • Partial bid is not allowed. • Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s. • Bidders shall be required to indicate the brand of the item offered • Quotations must be valid for a period of sixty calendar days (60 cd) from the date of submission which is the date indicated in the Price Quotation Form. • Price quotation must be denominated in Philippine peso. • Quotation must include all taxes, delivery charge and other incidental expense. • Quotations exceeding the Approved Budget for the Contract shall be rejected. • Include a picture of your product together with the submitted quotation form. • In case two or more bidders are determined to have submitted the same Lowest Calculated and Responsive Quotation, the OGCC shall adopt and employ "draw lots" as the tie-breaking method to finally determine the winner bidder in accordance with GPPB Circular No. 06-2005.
II. WARRANTY	<ul style="list-style-type: none"> • In accordance with Section 62 of the 2016 RIRR of RA 9184, warranty security shall be required for a minimum period of one (1) year from issuance of the Certificate of Inspection and Acceptance. • The obligation for the warranty shall be covered by a special bank guarantee equivalent to five percent (5%) of the total contract price which shall be

	<p>released after the lapse of the warranty period. This is subject to the condition that the items delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.</p> <ul style="list-style-type: none"> • Return and exchange policy for items or goods with patent and latent defects shall be governed by RA 7394 or the Consumer Act of the Philippines.
<p>II. DOCUMENTARY REQUIREMENTS TO BE SUBMITTED TOGETHER WITH THE QUOTATION</p>	<ul style="list-style-type: none"> • Submit the following eligibility requirement <u>together with the accomplished Price Quotation Form:</u> <ol style="list-style-type: none"> a. Mayor's/Business Permit b. PhilGEPS registration number c. Income/ Business Tax Return d. Signed Omnibus Sworn Statement (OSS) • Bidders shall be allowed to submit its recently expired Mayor's Permit with the Official Receipt for renewal as proof that the bidder has applied and paid for the renewal of its permit. • The OSS submitted <i>with the quotation</i> need not be notarized. • For individuals engaged in business, only the BIR Certificate of Registration shall be submitted in lieu of DTI Registration and Mayor's Permit. • Certification of Platinum Membership may be submitted.
<p>III. DOCUMENTS TO BE SUBMITTED AS A CONDITION OF AWARD</p>	<ul style="list-style-type: none"> • Within three (3) working days from receipt of Notice from the BAC Secretariat that the bidder is determined as the one with the Lowest Calculated and Responsive Quotation, the winning bidder shall submit the following as a condition for the award of the contract: <ul style="list-style-type: none"> - 2023 Mayor's Permit, if the bidder previously submitted a recently expired Mayor's Permit; - Notarized Omnibus Sworn Statement, if the one submitted with the quotation was not notarized. • Failure to submit the foregoing requirements shall not entitle the bidder to the award of the contract.
<p>IV. DELIVERY SCHEDULE AND ACCEPTANCE</p>	<ul style="list-style-type: none"> • Service must commence within <u>thirty (30) calendar days</u> from receipt of the Purchase Order. Any request for extension must be duly communicated before the lapse of the 10 calendar days to avoid imposition of liquidated damages and is subject to approval of the OGCC. • The services shall be delivered according to the requirements specified in the Terms of Reference. • The OGCC shall have the right to inspect and/or to test the goods to confirm their conformity to the

	<p>specifications. Supplier shall, within 3 cd from notice, replace all defective items at no cost to the OGCC.</p> <ul style="list-style-type: none"> The winning bidder/supplier shall deliver the goods/items at the given office address below: <p>Integrity and Case Management Committee OFFICE OF THE GOVERNMENT CORPORATE COUNSEL 3rd Flr. MWSS Administration Building, Katipunan Ave., Balara, Quezon City</p>
<p>V. PAYMENT TERMS AND LIQUIDATED DAMAGES</p>	<ul style="list-style-type: none"> Advance payment is not allowed. Payment shall be made <i>via</i> check within 30 working days following the date of receipt of the items, after inspection and acceptance and upon submission of the necessary documents as may be required by the OGCC Accounting Section (<i>i.e.</i>, billing statement, sales invoice, etc.). Kindly coordinate with the OGCC- Supply Section for the pick-up of the check. Liquidated damages equivalent to one tenth of one percent (0.1%) of the value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The OGCC shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
<p>VI. DEADLINE OF SUBMISSION AND OPENING OF QUOTATION</p>	<ul style="list-style-type: none"> The proposal or the price quotation together with the mandatory requirements may be submitted in a sealed envelope manually or by registered mail to the following address: <p>OGCC-Bids and Awards Committee OFFICE OF THE GOVERNMENT CORPORATE COUNSEL 3rd Flr. MWSS Administration Building, Katipunan Ave., Balara, Quezon City</p> <ul style="list-style-type: none"> The same may also be submitted electronically to bac@ogcc.gov.ph. The suppliers who will opt to submit their quotation electronically must comply with the following conditions: <ol style="list-style-type: none"> The email must indicate as subject: Quotation for the Document Digitization Service of the OGCC Case Records 2015-2020; The proposal or price quotation must be in archive format and password protected; Include in the email the name of the authorized representative together with the contact details which the BAC may call during the opening and evaluation of quotations; and

	<p>4. The bidder's representative/s must disclose the password only during the scheduled opening of quotations.</p> <ul style="list-style-type: none"> • The DEADLINE for the submission of quotation shall be on: 15 May 2023 at 1:00pm. • The OPENING of the quotation shall be on: 15 May 2023 at 1:30pm. • <i>Late bids shall not be accepted.</i>
VII. RESERVATION CLAUSE	The OGCC reserves the right to accept or reject any offer or to cancel the entire procurement process at any time prior to award of the contract without thereby incurring any liability to the affected bidder.
VIII. OGCC'S CONTACT DETAILS	02 76172991 / 09178744417

PRICE QUOTATION FORM

Date : _____

OGCC BIDS AND AWARDS COMMITTEE

Office of the Government Corporate Counsel

3rd Floor, MWSS Building, Katipunan Ave.

Balara, Quezon City

1. After having carefully read and accepted the terms and conditions in the **Request for Quotation and the Terms of Reference**, we are submitting our quotation for the **Document Digitization Service (Scanning and Indexing) of the OGCC Case Records for the years 2015-2020** as follows:

ITEM	DESCRIPTION/SPECS	AMOUNT (IN PESO)
450,000 pages of Regular A4, Letter (Short Bond Paper), Folio, and Legal Size Documents	Conversion of original paper documents into electronic/digital format, rendered in portable document format (PDF) and shall have the following attributes: - Minimum resolution of 300 dots per inch (dpi) - Capable of being viewed and printed using the standard software used in personal computers, laptops, mobile phones, and printers - Must have undergone the optical character recognition (OCR) process or be searchable using the standard viewing, reading, or editing software	
50,000 pages of Brittle or Onion Skin Documents	- Must be compatible with the existing document management information system (DMIS) of the OGCC without need of further conversion or use of any third-party program For the detailed scope of the project and deliverables, please refer to the Terms of Reference. ¹	

GRAND TOTAL:

Amount of Quotation in Figures:	
Amount of Quotation in Words:	

¹ Annex A

2. The above-quoted price is inclusive of all incidental costs and applicable taxes and shall be binding upon us for a period of 60 calendar days from the date of this quotation.

3. If our quotation or bid is accepted, we undertake to deliver the above goods or items within thirty (30) calendar days from our receipt of the PO.

4. We understand that payment for items delivered will be made *via* check within 30 working days following the date of receipt of the items, after inspection and acceptance and upon submission of the necessary documents as may be required by the OGCC Accounting Section.

Very truly yours,

Name and Signature of the Bidder or the Authorized Representative	
Name of Company or Business	
Address	
TIN Number	
Email Address	
Contact Numbers	

TERMS OF REFERENCE

DOCUMENT DIGITIZATION SERVICE (SCANNING AND INDEXING) OF THE OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC) CASE RECORDS FROM THE YEARS 2015 TO 2020

I. PROJECT DESCRIPTION

The aim of this Project is to produce copies in digital format, or digitize, all case files and documents from the Office of the Government Corporate Counsel – Docket Section. The converted case files and documents in digital format will be stored in a hard disk drive, in the Document Management Information System (DMIS) of the OGCC, or in any device or system determined by the OGCC.

II. SCOPE OF THE PROJECT & DELIVERABLES

- a. The Service Provider shall convert original paper documents into electronic/digital format using effective, cost-efficient, and appropriate technology and/or equipment for digitization, and shall perform the following services:
 - i. Scanning, indexing, unfastening and refastening (in case of documents attached by staple wire, clips, etc.) of documents and the uploading of the digital form of the documents, which shall be carried out on-site at the OGCC Office, in an area determined by the OGCC-Docket Section and the DMIS Committee;
 - ii. Provide manpower and equipment for the implementation of this Project for at least 8 hours per day, 5 days per week;
 - iii. Input in each document in digital format fourteen (14) tags or indexing fields;
 - iv. Provide a backup and recovery mechanism to allow for the retrieval of documents in digital form;
 - v. Save and transfer the scanned images or digital form of documents as directed by the OGCC-Docket Section and the DMIS Committee to a hard disk drive or any storage device to be provided by the OGCC.

- b. The estimated number and distribution of paper documents, which the Service Provider must convert into digital format/digitization is as follows:

ITEM	NO. OF PAGES
Regular A4, Letter (Short Bond Paper), Folio and Legal-Sized Documents	450,000
Brittle or Onion Skin Documents	50,000
TOTAL DOCUMENTS	500,000

- c. The scanned images or the digital form of the documents shall be rendered in portable document format (PDF) and shall have the following attributes:
- i. Minimum resolution of 300 dots per inch (dpi);
 - ii. Capable of being viewed and printed using the standard software used in personal computers, laptops, mobile phones and printers;
 - iii. Must have undergone the optical character recognition (OCR) process or be searchable using the standard viewing, reading or editing software; and
 - iv. Must be compatible with the existing DMIS of the OGCC without need for further conversion or use of any third-party program.
- d. The Service Provider shall provide capable and efficient personnel, and sufficient appropriate equipment, including hardware and software, needed to complete the Project within the stipulated timeframe.
- e. The uploading of the digitized files or documents in digital form shall be to a storage system defined by the OGCC.
- f. The Service Provider must complete its digitization/conversion into digital form of the case files and documents within four (4) months from its receipt of the Notice to Proceed.
- g. After scanning, the Service Provider shall return the case files and documents to the staff member identified by the OGCC in the same manner, form and order the same were received. The Service Provider

will be responsible for carrying out the restoration or repair of documents that are returned damaged as a result of poor handling.

III. OGCC'S RESPONSIBILITIES

It is the responsibility of the OGCC to provide a suitable working area, with the necessary furniture and amenities, such as tables, chairs, lighting, electrical outlets, and air conditioning for the conduct of the services by the Service Provider under the Project. The OGCC will also provide a master list of all case files and documents for scanning, with details such as the file record number, case details, and description.

IV. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) for this Project is Eight Hundred Seventy Thousand Pesos (PhP870,000.00), inclusive of all applicable government taxes. The Service Provider shall use its own computers, scanning machine/s, office supplies and other necessary equipment.

V. SCHEDULE OF PAYMENT

The Service Provider shall be paid in lump sum service fee upon the successful completion of the Project per this Terms of Reference and following review and acceptance by the OGCC.

VI. MAINTENANCE AND TECHNICAL SUPPORT

The Service Provider shall provide telephone support/helpdesk facility in relation to the Project, which shall be available during reasonable hours at any day of the week.

VII. WARRANTIES

The Service Provider warrants:

- a. That it shall conform to the terms and conditions set by this Terms of Reference;
- b. The reliability of their services and that their manpower complement/employees are competent, qualified, honest, well-

- behaved and reliable in providing the service required to the satisfaction of the OGCC;
- c. That it shall comply with the laws governing employees' compensation, PhilHealth, Social Security, and labor standards, and with other laws, rules and regulations applicable to its personnel. The Service Provider shall not pay its personnel or employees an amount less than the minimum wage, and shall provide the benefits mandated by law;
 - d. That it shall secure and maintain at its own expense all registrations, licenses or permits required by laws or ordinances, and shall comply with the rules, regulations and directives of relevant regulatory authorities and commissions. The Service Provider undertakes to pay all fees or charges payable to any instrument of government or to any duly constituted authority relating to the use or operation of the Project;
 - e. That its personnel/employees shall take all necessary precautions for the safety of all persons and properties at or near their area of work, and shall comply with all the standard and established safety regulations, rules and practices;
 - f. That it shall only coordinate with the authorized or designated officer of the OGCC-Docket Section regarding all concerns related to the Project;
 - g. That it shall be liable for any loss, damage or injury resulting directly or indirectly from the fault or negligence of its personnel or employees. It holds the OGCC free from any and all liabilities arising therefrom; and
 - h. That it shall neither assign, transfer, pledge, nor subcontract any part or interest in the Project.

VIII. CONFIDENTIALITY OF DATA

- a. The Service Provider shall provide procedures or techniques in identifying file security risks and breach, which it shall carry out in case of actual risk or breach.
- b. All personnel/employees of the Service Provider assigned to this Project shall be required to sign a non-disclosure agreement.

- c. All documents or files supplied by the OGCC for digitization or conversion into digital format, and all other documents that may come into the possession of the Service Provider and/or its employees by reason of or on the occasion of this Project are confidential, and must be handled with utmost confidentiality.
- d. The Service Provider shall hold any information from the documents or files of the OGCC in strict confidence, and shall not in any way reproduce, record, transcribe or disclose such information to third parties.