

REQUEST FOR PROPOSAL

Provision of Meals for the PCC First General Assembly

P.R. No./Date Received: 2022-05-0072 / 06 May 2022

RFQ/P No. / Date: 2022-05-0068 / 06 May 2022

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the described item in the attached **Terms of Reference / Technical Specifications Sheet** subject to the Terms and Conditions and within the **Approved Budget for the Contract**.


Required Documents/Information to be submitted as Attachments of the Quotation/Proposal:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Omnibus Sworn Statement (Notarized Omnibus Sworn Statement to be submitted prior to issuance of Award)
- Signed Terms of Reference / Technical Specifications Sheet

This pro-forma quotation may be submitted through **registered** or **electronic mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to procurement@phcc.gov.ph or ivabano@phcc.gov.ph on or before **11 May 2022, 12:00 NN** subject to the following **Terms and Conditions**:

1. All entries shall be typed or written in a clear legible manner.
2. No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.
3. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document. Alternative bids shall be rejected.
4. Price quotations to be denominated in Philippine Peso shall include all applicable government taxes subject to **(BIR 2306) 5% R-VAT** and **(BIR 2307) 1% (PO) or 2% (JO) deductions**.
5. PCC PBAC Technical Working Group may require you to submit documents that will prove your legal, financial and technical capability to undertake this contract.
6. Salient provisions of the IRR of RA 9184: Section 68 - Liquidated Damages and Section 69 - Imposition of Administrative Penalties shall be observed.
7. PCC reserves the right to reject any and all quotations, declare a failure, or not award the contract pursuant to Sec 41 of the same IRR.
8. In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Terms of Reference / Technical Specifications Sheet**.

Very truly yours,


ATTY. JOSEPH MELVIN B. BASAS
PBAC Chairperson

| Item | QTY | ABC | Project Title | Total Amount |
|-------------------------------|-----|---------------------|---|-----------------------------------|
| | | | | (To be filled-up by the supplier) |
| 1 | 1 | ₱ 169,000.00 | Provision of Meals for the PCC First General Assembly | |
| | | | (Please see attached Terms of Reference) | |
| Total Lot ABC | | ₱ 169,000.00 | TOTAL Amount: | |
| Delivery Instructions: | | | <i>Please see attached Terms of Reference</i> | |

(Please provide **complete** information below)

We undertake, if our Proposal is accepted, to supply/deliver the goods in accordance with the specifications and/or delivery schedule.

We agree to abide by this proposal for the price validity period specified in the terms and conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase/Job Order or a Contract is prepared and executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : _____

Designation/Position : _____

Name of Company : _____

Address : _____

Telephone / Fax : _____

E-mail Address: _____

Company Tax Identification Number : _____



TERMS OF REFERENCE

PROVISION OF MEALS FOR THE CONDUCT OF THE 2022 PCC FIRST GENERAL ASSEMBLY

I. Background and Objective

The Philippine Competition Commission (PCC) is an independent quasi-judicial body mandated to implement Republic Act No. 10667 or the Philippine Competition Act (PCA). The PCA prohibits anti-competitive agreements, abuses of dominant position and anti-competitive mergers and acquisitions, as the law aims to enhance market competition for the benefit of consumers and businesses.

Pursuant to Administrative Order No. 402, s. 1998 directing government agencies to establish a health program, various Civil Service Commission (CSC) issuances encouraging the promotion of health and wellness within an organization, and PCC Commission Resolution No. 004-2020 dated 11 February 2020, Office Circular No. 2020-001 dated 12 February 2020 was issued to establish the PCC Health and Wellness Program which serves as the main basis for implementing the agency's health and wellness initiatives and activities.

One of the activities is the conduct of the PCC First General Assembly in 2022 which serves as a venue for updates on important matters and exchange of ideas and concerns of the employees. Further, this is to foster communications and partnership between the employees and the PCC Management, as well as strengthen the sense of belonging to the organization.

As such, the engagement of food services provider is necessary to provide packed meals and refreshments to estimated Two Hundred Sixty (260) personnel who will attend the program.

II. Participants

The First General Assembly shall be held on 13 May 2022 at the PCC Board Room, and will gather at most Two Hundred Sixty (260) participants of the PCC

III. Scope of Work

A. Availability

- Must be able to provide packed meal, snacks, and drinks, on 13 May 2022
- Provider must present available menu to cover AM and PM snacks, and lunch.
- Packed lunch must be served in a food tub/container and must include disposable cutlery.

- The selected food service provider shall ensure the quality of food to be served (ie temperature of the food, no spillage)
- All food and items must be delivered before 9:00 AM.

B. Food Requirement

| Schedule | Setup |
|------------------|---|
| Packed AM Snacks | Inclusive of one (1) serving of snacks and drinks |
| Packed lunch | Inclusive of two (2) servings of viands, one (1) serving each of rice, side dish, dessert, and drinks |
| Packed PM Snacks | Inclusive of one (1) serving of snacks and drinks |

The end-user shall be responsible for the preparation and coordination of the necessary delivery permit with the Vertis North Corporate Center management.

IV. Approved Budget for the Contract (ABC)

The ABC is **One Hundred Sixty-Nine Thousand Pesos and 00/100 (PhP169,000.00)**, inclusive of all applicable government taxes and service charges.

V. Mode of Procurement

The mode of procurement shall be under Small Value Procurement-NP53.9 provided under the Revised IRR of R.A. No.9184.

VI. Payment Scheme

Full payment of the contract shall be paid within Fifteen (15) working days after the issuance of the following:

- a. Billing statement by the Service Provider; and
- b. Certificate of Satisfactory Service Rendered issued by PCC

Payment shall be released and collected within the PCC premises.

VII. Liquidated Damages

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to 10 percent (10%) of the contract price by the winning service provider. In addition, the PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

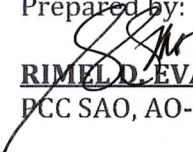
VIII. Dispute Agreement/Resolution

Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.


Prepared by:


RIMEL D. EVARISTO
PCC SAO, AO-HCMD

Noted by:


ANTONIA LYNNELY L. BAUTISTA
PCC CAO, AO-HCMD

Approved by:


IESON O. DE LA TORRE
Director IV Administrative Office (AO)
and OIC, Office of the Executive Director

CONFORME:

Name and Signature of Authorized Representative

Designation

Name of Company

Date