

REQUEST FOR PROPOSAL

Provision of Food for the Presentation of the Second Draft of the PCC's Codified Rules of Procedure

P.R. No./Date Received: 2022-09-0168 / 19 September 2022

RFQ/P No. / Date: 2022-09-0159 / 19 September 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** subject to the Terms and Conditions and within the **Approved Budget for the Contract**.

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

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

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 procurementunit@phcc.gov.ph or ivabano@phcc.gov.ph on or before **23 September 2022, 08:00 AM** 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**.

Very truly
yours,

ROMMEL R. OIRA
Head, PBAC Secretariat

Item	QTY	ABC	Project Title	Total Amount	
				(To be filled-up by the supplier)	
1	1	₱ 64,350.00	Provision of Food for the Presentation of the Second Draft of the PCC's Codified Rules of Procedure		
			(Please see attached Terms of Reference)		
Total Lot ABC		₱ 64,350.00	TOTAL Amount:		
Delivery Instructions:			(Please see attached Terms of Reference)		

(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 Food for the Presentation of the Second Draft of the PCC's Codified Rules of Procedure

I. Rationale/Objectives

1. The Office of Commissioner Emerson B. Aquende and the Legal Services Division (LSD) (collectively "Offices") have been spearheading the Codification Project ("Project") for FY 2022 – 2023. The Project aims to unify and harmonize the Philippine Competition Commission's ("PCC's") existing rules of procedure and other issuances, incorporate best practices, and to address possible gaps and issues in the implementation of Competition Law in the Philippines.
2. The output of this Project shall be the PCC's Codified Rules of Procedure ("PCRP"), which features an updated and streamlined set of rules, issuances, and guidelines. The PCRP shall serve as the main reference for the PCC's internal and external stakeholders.
3. As part of the deliverables of the Project, the Sub-Technical Working Groups ("Sub-TWGs") shall present their Initial Drafts of the PCRP to the TWG on 23, 26, and 30 September 2022 ("Activity").

II. Participants

The said Activity will gather around Thirty – two to Thirty Four (32 – 34) participants from the Project Team, including its external participants.

III. Specifications

A. Menu (*minimum requirement*)

- **AM Snack**
 - Choice of 1 meal with combination of pasta and pastries
 - 1 round iced tea/lemonade/juice
- **Buffet Lunch**
 - At least with 2 viands (Fish/Chicken/Beef/Pork)
 - Vegetables
 - Steamed rice
 - Dessert (salad/fresh fruits/pastries)
 - Soup
 - Bottomless iced tea/lemonade/juice
- **PM Snacks (Heavy)**
 - Combination of pasta and pastries / Filipino merienda food
 - 1 round iced tea/lemonade/juice

- **Others**

- Free-flowing coffee, tea, and drinking water during activity

a) Approved Budget for the Contract (ABC)

A total estimated ABC for this procurement is **Sixty - Four Thousand Three Hundred Fifty Pesos (PhP 64,350.00)** , inclusive of all applicable government taxes and service charges. In case of additional participants, cost per participant will be charged accordingly.

b) Evaluation and Selection Criteria (Rating Scheme)

Bid proposals shall be evaluated following the criteria prescribed under Annex “H” of the Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184. In addition, the service provider should attach to its bid proposal a filled-out form in Annex A of this document.

c) Mode of Procurement

The mode of procurement shall be Negotiated Procurement which will cover the provision of food and refreshments, under Small Value Procurement, as provided under the RIRR of RA 9184.

d) Payment Scheme

Full payment of the contract shall be made within fifteen (15) days after the issuance of the following:

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

e) 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 one-tenth (1/10) of one percent (1%) of the contract price by the winning service provider. The agency reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

f) Dispute Agreement/Resolution:

The Parties agree that any dispute, controversy, difference, or claim arising out of or in relation to the Contract, including any question as to the interpretation, implementation, existence, validity, breach, or termination this/hereof or as to any non-contractual obligation arising out of or relating this/hereto shall first be settled amicably between the parties. If there is failure to settle amicably, the dispute shall be submitted to mutual consultation, mediation, and/or arbitration, at the option of the PCC. In case the PCC chooses to submit the dispute to mediation and/or arbitration, such shall be referred to and finally resolved by arbitration administered by the Philippine International Center for Conflict Resolution (“PICCR”) in accordance with the PICCR Arbitration Rules in

force at the time of the commencement of the arbitration (“PICCR Arbitration Rules”) and A.M. No. 07-11-08-SC, which rules are deemed incorporated by reference in this clause. The arbitration shall be conducted by one or more arbitrators to be appointed in accordance with the PICCR Arbitration Rules. The seat of the arbitration shall be the Philippines. The language of the arbitration shall be English. This arbitration agreement shall be governed by the laws of the Philippines.

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.

Approved by:


MICHELLE DIANA P. MANIWANG-BASA
Chief, Legal Services Division

Conformé:

Name and Signature

Date:
