

REQUEST FOR PROPOSAL

**Supply, Fabrication, and Installation of Recliner Seats for the Motor Vehicles
of the Philippine Competition Commission**

P.R. No./Date Received: **2022-11-0202 / 09 November 2022**

RFQ/P No. / Date: **2022-12-0229 / 02 December 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 Quotation/Proposal:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Latest Income / Business Tax Return (For ABCs above PhP500k, **Required if the Bidder will bid for both lots, Not required if the Bidder will bid for only one (1) lot**)
- Omnibus Sworn Statement (To be issued prior to issuance of Award)
- Signed Terms of Reference

This pro-forma quotation maybe 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 (assigned PBAC Sec email ivabano@phcc.gov.ph) on or before **06 December 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**.

Very truly yours,


ATTY. JOSEPH MELVIN B. BASAS
PBAC Chairperson

Item	QTY	ABC	Project Title	Total Amount
				(To be filled-up by the supplier)
			Supply, Fabrication, and Installation of Recliner Seats for the Motor Vehicles of the Philippine Competition Commission	
1	lot	₱ 375,000.00	2 Units 2017 Nissan Urvan NV350	
2	lot	₱ 375,000.00	2 Units 2017 Nissan Urvan NV350	
			<i>(Please see attached Terms of Reference)</i>	
Total ABC		₱ 750,000.00	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

Supply, Fabrication, and Installation of Recliner Seats for the Motor Vehicles of the Philippine Competition Commission

I. BACKGROUND

The Philippine Competition Commission (PCC) was created by virtue of Republic Act No. 10667, otherwise known as the Philippine Competition Act, as an independent quasi-judicial body. It is mandated to promote and maintain market competition by regulating anti-competitive agreements, abuse of dominant position, and anti-competitive mergers and acquisitions.

The Supply, Fabrication, and Installation of Recliner Seats for the Motor Vehicles of the Philippine Competition Commission (“the Project”) is essential to meet its operational and administrative requirements related to PCC’s wellness program in providing comfort to PCC personnel during long travels by land in conducting field investigations, missions, and other work-related travels.

II. SCOPE OF WORK

The Service Provider shall perform the following scope of work:

1. Ensure that the motor vehicles are secured and properly handled during the implementation of the Project.
2. Dismantle the existing passenger seats including parts and accessories that will be replaced with recliner seats as specified in the Technical Specifications (*see* Section III)
3. Surrender the dismantled passenger seats including parts and accessories to the authorized representative/s of the PCC.
4. Supply, fabricate, and install the recliner seats and other necessary items, parts, and materials to complete the Project (*see* Section III).
5. Ensure all items, parts and materials are compatible with the typology of the motor vehicles (*see* Section III).
6. Ensure that all supporting documents (e.g., checklists, service orders, inspection reports, etc.) are available upon request of the End-user.
7. Allow the End-user to inspect the works being performed to the motor vehicles during the implementation of the Project.

III. TECHNICAL SPECIFICATIONS

Lot	Typology	No. of Units of Motor Vehicles	Specifications
1	<p>Year: 2017</p> <p>Model: Nissan Urvan NV350</p> <p>Seating Capacity: 15- person seating capacity</p>	Two (2)	<p>I. Materials Driver Row: Genuine Leather 1st Passenger Row: Synthetic Leather 2nd Passenger Row: Synthetic Leather 3rd Passenger Row: Synthetic Leather Color: Black or Gray</p> <p>II. Seat Mechanism Driver Row: Re-upholster only to match the color of other seats 1st Passenger Row: Two (2) new recliner seats with extended jump seat 2nd Passenger Row: Two (2) new recliner seats with extended jump seat 3rd Passenger Row: New bench-type with 3 headrests folding and tumble up</p> <p>Sample designs are provided in Annex “A”</p>
2	<p>Year: 2017</p> <p>Model: Nissan Urvan NV350</p> <p>Seating Capacity: 15- person seating capacity</p>	Two (2)	<p>I. Materials Driver Row: Genuine Leather 1st Passenger Row: Synthetic Leather 2nd Passenger Row: Synthetic Leather 3rd Passenger Row: Synthetic Leather Color: Black or Gray</p> <p>II. Seat Mechanism Driver Row: Re-upholster only to match the color of other seats 1st Passenger Row: Two (2) new recliner seats with extended jump seat 2nd Passenger Row: Two (2) new recliner seats with extended jump seat 3rd Passenger Row: New bench-type with 3 headrests folding and tumble up</p> <p>Sample designs are provided in Annex “A”</p>
<p><i>*Note: Flooring will be carpeted due to conversion (same color as original). All items, parts, materials, and supplies should be compatible with the 2017 Nissan Urvan NV350.</i></p>			

IV. QUALIFICATIONS OF THE SERVICE PROVIDER

1. The Service Provider must have a service center located within the National Capital Region (NCR) or nearby NCR within 20 km radius from the PCC to perform the Project.
2. Shall have at least one (1) Service Adviser or one (1) Sales Adviser available as the need arises to attend to the concerns of the PCC.
3. Shall provide pre-inspection report before the motor vehicle conversion and post-inspection report after the motor vehicle conversion.
4. The Service Provider shall issue a guaranty/warranty cover for every completed motor vehicle conversion, and a sales/service invoice upon completion of the project.

V. CONTRACT DURATION

The Contract shall be for a period of **twenty (20) calendar days** upon issuance and acceptance of award through a Job Order.

VI. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Seven Hundred Fifty Thousand Pesos (PhP750,000.00)**, inclusive of all applicable government taxes and service. The contract price shall include all the costs and profits arising from the or in relation to the services rendered in connection with the engagement and until the end of the contract.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

VII. MODE OF PROCUREMENT

The mode of procurement shall be **Negotiated Procurement – Small Value Procurement** provided under the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184.

VIII. WARRANTY

The Service Provider shall provide three (3) months warranty, reckoning from the acceptance of the PCC, on all materials, parts, and components of the Project against any defects and perform the services as listed in Sections II and III of this TOR in accordance with best industry practices and standards. This warranty shall include replacement of materials, parts, and components inclusive of all applicable fees and charges at no additional costs to PCC. The warranty period shall commence upon approval and acceptance by the PCC of the completed required work.

The PCC shall withhold a Warranty Security amounting to five percent (5%) of the total contract amount which will be returned to the service provider upon completion of the warranty period.

IX. PAYMENT SCHEME

The Service Provider shall submit a Billing Statement or Statement of Account (SOA) upon completion of the scope of work. The PCC shall pay the Service Provider within fifteen (15) calendar days upon receipt from the Service Provider of said Billing Statement/SOA, Sales Invoice, and delivery receipt, whichever is applicable, and issuance of the Certificate of Satisfactory Services Rendered by the End-user.

X. LIQUIDATED DAMAGES

If the Service Provider fails to deliver any or all of the goods and/or to perform the services within the period specified in Sections II and III of this TOR, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay, provided that the maximum deduction shall be ten percent (10%) of the total amount of the contract. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

XI. DISPUTE RESOLUTION

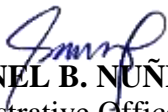
Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.


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:

Reviewed by:


MEONEL B. NUÑEZ
Administrative Officer II
General Services Division


ROMMEL R. OIRA
Chief Administrative Officer
General Services Division

Approved by:


JESON Q. DE LA TORRE
Director IV, Administrative Office

CONFORME:
_____ Name and Signature of Authorized Representative
_____ Designation
_____ Name of Company
_____ Date

Annex A - Sample

