

## REQUEST FOR PROPOSAL

### Supply and Delivery of Purified Drinking Water for the Philippine Competition Commission for C. Y. 2023

P.R. No./Date Received: **2023-EPA-0011 / 20 October 2022**

RFQ/P No. / Date: **2023-EPA-0010 / 26 October 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
- Omnibus Sworn Statement (to be issued prior to issuance of Award)
- Signed Terms of Reference

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](mailto:procurementunit@phcc.gov.ph) or assigned PBAC Sec email [bagealani@phcc.gov.ph](mailto:bagealani@phcc.gov.ph) on or before **03 November 2022, 04:00 PM** 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)
1	1	₱ 100,000.00	Supply and Delivery of Purified Drinking Water for the Philippine Competition Commission for C.Y. 2023	
			(Please see attached Terms of Reference)	
<b>Total Lot ABC</b>		<b>₱ 100,000.00</b>	<b>TOTAL Amount:</b>	
<b>Delivery Instructions:</b>			(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

### SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR THE PHILIPPINE COMPETITION COMMISSION FOR C.Y. 2023

#### I. RATIONALE

The Philippine Competition Commission (“PCC”) is an independent quasi-judicial body created to promote and maintain market competition by regulating anti-competitive agreements, abuse of dominant position, and anti- competitive mergers and acquisitions. It is primarily tasked with enforcing the State policy to enhance economic efficiency and promote free and fair competition in trade, industry, and all commercial economic activities.

To support the achievement of its Vision and Mission and efficiently perform its mandate, the PCC seeks to enter a contract with a Service Provider for the Supply and Delivery of Purified Drinking Water for the Philippine Competition Commission for C.Y. 2023, to ensure the health and well-being of its personnel.

#### II. SCOPE OF SERVICES

The Service Provider shall provide the following:

Item No.	Description	Quantity	Schedule of Delivery
1	Water dispenser with options for dispensing both hot and cold water	Two (2) units for the entire duration of the Contract	Immediately upon receipt of the Notice of Award
2	Five-gallon round containers of Purified Drinking Water	Total of 2,500 containers	Weekly or as needed (Please refer to <i>Section V.C</i> for the quantity per delivery)

#### III. CONTRACT DURATION

The Contract shall commence upon receipt of the Job Order until December 31, 2023.

#### **IV. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The Approved Budget for the Contract (ABC) is **One Hundred Thousand Pesos (PhP100,000.00)**, inclusive of all applicable taxes.

The services will be procured through Negotiated Procurement – Small Value Procurement provided under the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

#### **V. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

- A. The Service Provider shall provide PCC with two (2) units of water dispensers with options for dispensing both hot and cold water.
- B. The Service Provider shall maintain and replace defective water dispensers without cost to PCC.
- C. The Service Provider shall ensure weekly delivery of at least fifty (50) clean bottles with 5 gallons each of potable water or depending on the needs of PCC based on its weekly consumption.
- D. The Service Provider shall submit microbiological test results from duly licensed Environment Health Laboratory Service and/or should have Sanitary Permit/Certificate of Potability.
- E. The Service Provider shall defray any permit fee that may be required by the Ayala Property Management Corporation (APMC).

#### **VI. RESPONSIBILITIES OF PCC**

- A. PCC shall grant the supplier's authorized representative/s limited access to the designated office of PCC to perform its duties and responsibilities under the contract, provided that such representative/s shall be accompanied by the duly assigned GSD personnel.
- B. PCC shall pay the supplier in accordance with Section VII hereof.

## VII. PAYMENT SCHEME

Payment shall be made to the Service Provider within fifteen (15) calendar days upon PCC's receipt of the billing/statement of account (based on actual number of bottles delivered), and subject to the issuance of a Certificate of Satisfactory Service Rendered by the PCC.

## VIII. LIQUIDATED DAMAGES

If the Service Provider fails to perform the services within the period specified in this contract, the PCC shall, without prejudice to other remedies available to it under this contract and applicable laws, 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 PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

## IX. DISPUTE RESOLUTION

- A. Should there be 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 order of application. The venue of the proceedings shall be in Quezon City.
- B. 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
- C. Any amendment or additional terms and conditions to the contract must be in writing, signed and acknowledged by the Parties.

Prepared By:



**Nes Justine L. Torres**  
Supply Officer I, GSD

Reviewed By:



**Rommel R. Oira**  
Chief Administrative Officer, GSD



Approved by:



**Jeson Q. Dela Torre**  
Director IV, Administrative Office

CONFORME:

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

Signature:



Email: rroira@phcc.gov.ph









# [FOR APPROVAL] RFP for the Supply and Delivery of Purified Drinking Water for the Philippine Competition Commission for C.Y. 2023

Final Audit Report

2022-10-26

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By:	AO-GSD PCC (gsd@phcc.gov.ph)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz1efY4b1MxkCFE0OXJ1GPU-HysyFyo_

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