

REQUEST FOR PROPOSAL

Subscription Services of Satellite Television Provider for the Philippine Competition Commission

P.R. No./Date Received: 201901-0017 / 22 January 2019

RFP No. / Date: 201901-0009 / 24 January 2019

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.
- Latest Income/Business Tax Return.
- PhilGEPS Registration Number
- Signed Technical Specifications Sheet
- Notarized Omnibus Sworn Statement - Annex "A" *(to be submitted prior to Notice of Award issuance)*

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 tjsakuma@phcc.gov.ph on or before **30 January 2019, 1:00PM** subject to the following *Terms and Conditions*:

1. All entries shall be typed or written in a clear legible manner.
2. Bids should not exceed the Approved Budget for the Contract (ABC).
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 5% R-VAT and 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.

Very truly yours,


Atty. JOSEPH MELVIN B. BASAS
 PBAC Chairperson and Director IV, FPMP

Item No.	QTY	ABC	ITEM/DESCRIPTION	BRAND/MODEL	Amount
				(To be filled-up by the supplier)	
1	1 lot	P 118,000.00	Subscription Services of Satellite Television Provider for the Philippine Competition Commission		
			- see attached Terms of Reference		
			*** Nothing follows ***		
Total ABC		P 118,000.00	TOTAL AMOUNT:		
Delivery Period/Instructions: Thirty (30) days after receipt of Job Order (J.O.) / Notice to Proceed					

(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 : _____
 Name/Designation : _____
 Name of Company : _____
 Address : _____
 Telephone/Fax : _____
 E-mail Address: _____
 TIN : _____

TERMS OF REFERENCE

SUBSCRIPTION SERVICES OF SATELLITE TELEVISION PROVIDER FOR THE PHILIPPINE COMPETITION COMMISSION

I. RATIONALE

The Philippine Competition Commission (“PCC”) is an independent quasi-judicial body mandated to implement Republic Act No. (“R.A.”) 10667, otherwise known as the Philippine Competition Act (“PCA”). The PCA prohibits anti-competitive agreements, abuse of dominant position, and anti-competitive mergers and acquisitions. The PCA also aims to enhance market competition for the benefit of both consumers and businesses.

In order to effectively carry out the mandated functions, operational and administrative requirements of PCC, broad access to current news and events both locally and internationally is essential to monitor market competition.

As such, procurement of Subscription Services of Satellite Television Provider for the Philippine Competition (“Project”) is necessary as a vital tool in implementing the mandate of PCC.

II. SCOPE OF SERVICES

The contract period for the Project shall run from February to December 2019, and can be renewable under Appendix 21, Section 3.3.1 of the 2016 Revised Implementing Rules and Regulations (“IRR”) of R.A. 9184. Renewal of contract shall be supported by a Certificate of Satisfactory Service Rendered, Cost Benefit Analysis, and reason justifying the renewal.

The Project installation is located at the 25th Floor Vertis North Corporate Center I, North Avenue, Quezon City 1105.

The Satellite Television Provider (“Supplier”) shall provide the following:

Item No.	Description	Quantity/ Plan Amount	Schedule of Delivery
1	Supply, delivery, installation, testing and commissioning of cabling works and eight (8) digital television boxes including other consumable items required for completion	Php 55,000.00	Thirty (30) days after receipt of Notice to Proceed
2	Subscription service on Postpaid Plan of eight (8) digital television boxes with 30-35 Standard (“SD”) and 5-10 High Definition (“HD”) Channels	Php 58,000.00	For allocation each month from March 2019 to December 2019
	TOTAL	Php 118,000.00	

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (“ABC”) of this Project is One Hundred Eighteen Thousand Pesos (PhP118,000.00) inclusive of all applicable fees and other government taxes.

IV. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER

- A. The Supplier shall secure all necessary documents, permits and fees in the supply, delivery, installation, testing and commissioning of cabling works and eight (8) digital television boxes including other items necessary to complete the Project.
- B. The Supplier shall provide the necessary maintenance, repair and replacement (if necessary) of all installed equipment, parts and components at no additional cost to PCC.
- C. Necessary documents shall be provided by the Supplier as needed by PCC.
- D. The Supplier shall ensure quality and clear signal reception of channels at all times.
- E. Technical support from the Supplier shall be available within regular office hours from Monday to Friday, 9:00 AM to 5:00 PM.

V. RESPONSIBILITIES OF PCC

- A. Authorized representatives of PCC through the General Services Division (“GSD”) shall accompany and grant the Supplier’s authorized representative/s limited access to the designated offices of PCC to perform its duties and responsibilities.
- B. GSD authorized representatives shall endorse the Supplier to the Vertis North Corporate Center I building administration (“Lessor”) and provide assistance and relevant documents in securing all necessary documents, permits and fees as required by the Lessor.
- C. PCC shall pay the Supplier in accordance with the conditions set forth in Section VI hereof.

VI. PAYMENT SCHEME

The PCC will pay the Supplier through check within fifteen (15) days upon receipt of the billing statement / statement of account based on the subscribed postpaid plan, provided that the GSD authorized representative issues a Certificate of Satisfactory Service Rendered, and completion of all required documents for the processing of payment.

VII. LIQUIDATED DAMAGES

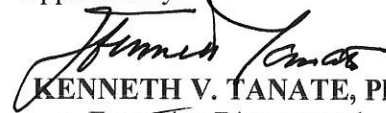
In cases of delay in the delivery of expected units, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay, provided that the maximum deduction shall be ten percent

(10%) of the total amount of the contract. Once the maximum allowable deduction is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies available to it.

VIII. DISPUTE RESOLUTION

- A. Should there be any dispute relative 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 shall be put in writing, signed and acknowledged by the contracting Parties.

Approved by:


KENNETH V. TANATE, PhD
Executive Director and
Concurrent Director of the
Administrative Office

Conforme:

Name and Signature of Authorized Representative

Designation

Company:

Date: