

**PROCUREMENT OF CAR BATTERIES FOR THE MOTOR VEHICLES OF THE PCC**

P.R. No./Date Received: 2022-02-0047 / 22 February 2022

RFQ/P No. / Date: 2022-03-0044 / 02 March 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 to the Quotation/Proposal:**

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number

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 [procurement@phcc.gov.ph](mailto:procurement@phcc.gov.ph) or [trvillanueva@phcc.gov.ph](mailto:trvillanueva@phcc.gov.ph) on or before **07 March, 2022 5:00PM** 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 RIRR 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 RIRR.
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,

  
**ROMMEL R. OIRA**  
Head, PBAC Secretariat

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	1	₱ 71,640.00	Car Batteries			
			(Please see attached Terms of Reference)			
			*** Nothing follows ***			
<b>Total ABC</b>		<b>₱ 71,640.00</b>	<b>TOTAL Amount (Per lot purchase):</b>			
<b>Delivery Instructions:</b>			<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

Signature over Printed Name : \_\_\_\_\_

Designation/Position : \_\_\_\_\_

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

Address : \_\_\_\_\_

Telephone / Fax : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

Company Tax Identification Number : \_\_\_\_\_

## TERMS OF REFERENCE

### Procurement of Car Batteries for the Motor Vehicles of the Philippine Competition Commission

#### I. BACKGROUND

The Philippine Competition Commission (PCC) is an independent quasi-judicial body mandated to implement Republic Act No. (RA) 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 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, the use and availability of official PCC motor vehicles is essential.

The replacement of car batteries of PCC's motor vehicles is essential to meet its operational and administrative requirements, as well as delivery of services to the public. Hence, the Procuring Entity shall engage a Service Provider for the Procurement of Car Batteries for the Motor Vehicles of the Philippine Competition Commission (the "Project").

#### II. SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

a. The Service Provider must provide PCC with the following battery sizes:

Typology	No. of Units	Battery Size	Quantity, pcs.	Distribution
2017 Nissan Urvan	5 Units	3SM	5	ABP 1057, 1058 OX 3232, 3227 and 3068
2016 Honda Mobilio	2 Units	NS40	2	DV 3244 and DU 1029
2016 Toyota Altis	5 Units	1SM	4	ABP 1062, 1063, 1064 and 1066

### **III. APPROVED BUDGET OF THE CONTRACT (ABC)**

The total ABC for the Project is **Seventy-One Thousand Six Hundred Forty Pesos (PhP 71,640.00)**, inclusive of all applicable charges, fees and taxes.

### **IV. CONTRACT DURATION**

The Project shall have a period of one (1) month reckoning from the date of acceptance of the Job Order (Contract) by the Service Provider.

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

- a. The Service Provider and all its participating branches shall supply and install the required batteries to the PCC motor vehicles as stated herein.
- b. The Service Provider shall issue a sales/service invoice every time batteries are supplied and installed.
- c. The Service Provider shall ensure that the billing statements / statements of account (SOAs) are accurate and consistent with the sales/service invoices issued by the participating branch.
- d. The Service Provider shall surrender the old/replaced batteries to the PCC Administrative Office - General Services Division (“End-user”) upon completion of the full battery replacement service provided.

### **VI. RESPONSIBILITIES OF THE PROCURING ENTITY**

- a. The Procuring Entity shall bring the PCC motor vehicles to the participating branch to avail of the battery replacement service.
- b. The Procuring Entity shall receive the sales/service invoices and billing statements/SOAs upon completion of every battery replacement service.
- c. The Procuring Entity through the End-user shall issue a Certificate of Satisfactory Services Rendered for every sales/service invoice and billing statements/SOAs issued by the Service Provider.
- d. The End-user representative/s shall receive the batteries from the Service Provider for proper waste disposal.

### **VII. PAYMENT SCHEME**

The Service Provider shall submit a billing statement/SOA for every battery replacement service provided. The Procuring Entity shall pay the Service Provider within fifteen (15) calendar days upon receipt of the SOA and issue a Certificate of Satisfactory Service Rendered.

### **VIII. 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 this Contract (Section IV), 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 available to it.

**IX. DISPUTE RESOLUTION**

- a. 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.
- 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.

**X. WARRANTY**

The Service Provider shall provide a **one (1) year warranty** on all batteries provided for this Project against any defects and perform the services as listed in Section II of this TOR in accordance with best industry practices and standards. This warranty shall include replacement of batteries inclusive of all applicable fees and charges at no additional costs to PCC. The warranty period shall commence upon approval and acceptance of the Warranty Security by the Parties.

Approved by:

**JESON Q. DE LA TORRE**  
Director IV, Administrative Office

<b>CONFORME:</b>
_____
<b>Name and Signature of Authorized Representative</b>
_____
<b>Designation</b>
_____
<b>Name of Company</b>
_____
<b>Date</b>