

Procurement of Upgrading, Supply and Reinstallation of the Existing Indoor Single-faced Lighted Panaflex Signages of the PCC Citizen's Charter.

P.R. No./Date Received: **2020-12-0146 / December 09, 2020**

RFQ/P No. / Date: **2020-12-0148 / Dec. 15, 2020**

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
- PhilGEPS Registration Number
- Notarized Omnibus Sworn Statement (*before issuance of Job Order*)

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 or bagealani@phcc.gov.ph on or before **December 22 2020, 1:00PM** 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 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 of 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,


JESON Q. DE LA TORRE
PBAC Head Secretariat

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	5	₱ 60,000.00	Upgrading, Supply and Reinstallation of the Existing Indoor Single-faced Lighted Panaflex Signages of the PCC Citizen's Charter.			
			(Please see attached Terms of Reference and Technical Specifications)			
Total Lot ABC		₱ 60,000.00	TOTAL Amount: (Lot Purchase)			
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

Signature over Printed Name : _____

Designation/Position : _____

Name of Company : _____

Address : _____

Telephone / Fax : _____

E-mail Address: _____

Company Tax Identification Number : _____



TERMS OF REFERENCE

Upgrading, Supply, and Re-Installation of the Existing Indoor Single-Faced Lighted Panaflex Signages of the PCC Citizen's Charter

I. PURPOSE

This Terms of Reference (TOR) outlines the Philippine Competition Commission's (PCC) requirements for a Service Provider to upgrade, supply, and re-install the existing indoor, single-faced and lighted Panaflex signages outlining the agency's updated Citizen's Charter.

II. BACKGROUND

The PCC is an independent and quasi-judicial body mandated to implement the national competition policy and enforce Republic Act No. 10667, which is the country's primary competition law for promoting and protecting competitive markets.

In 2018, the PCC engaged a Service Provider to fabricate, supply, and install five (5) indoor, single-faced and lighted Panaflex signages that outline the agency's initial version of its Citizen's Charter. The latter's form and substantive content had to be revised and updated this year in light of the enactment and implementation of R.A. No. 11032 or the Ease of Doing Business and Efficient Government Service Delivery Act of 2018.

As Section No. 6 of R.A. No. 11032 requires all government agencies to set up their current and updated Citizen's Charters in the form of billboards to be posted at conspicuous places, the PCC shall engage another Service Provider to upgrade, supply, and re-install the existing Panaflex signages containing the agency's updated Citizen's Charter.

III. SCOPE OF WORK

The chosen provider is expected to provide the following services:

(1) Backlight Upgrading and Printing of Panaflex Signages

- Supply the necessary materials and equipment for the backlight upgrading and printing of Panaflex signages;
- Print the updated Citizen's Charter of the PCC in Panaflex that is in accordance with the technical specifications outlined in **Section IV** of this TOR. While **Annex A** provides the current design of the Citizen's Charter, the final design of the material to be printed shall be provided by the PCC after the award of the contract;
- Provide a mock-up of the Panaflex signages prior to their delivery and installation. The mock-up should include sample/s showing how the signages will



look when lit;

- Revise/adjust and finalize the signage printouts based on the comments to be provided by the PCC on the submitted mock-up;
- Ensure that the backlight is made up of quality materials with no material defects and is in accordance with the technical specifications outlined in **Section IV**; and
- Ensure that the Panaflex signages are visible and legible when lit.

(2) Delivery, Installation, and Testing

- Await for PCC’s approval of the mock-up/sample before commencing delivery, installation, and testing works. The exact date and schedule for the said activities shall be mutually agreed upon by the Service Provider and the PCC;
- Secure the permits and other documentary requirements needed for the delivery, installation, and testing of the backlight and Panaflex signages, e.g., work and equipment entry permits;
- Dismantle the existing signage frames and inspect for any material defects or compatibility issues prior to backlight upgrading and frame re-installation;
- Install and test the backlight, to include electrical wirings and other related accessories;
- Re-install the signage frames bearing the updated printout of the Citizen’s Charter; and
- Perform thorough testing to ensure quality and safety of all installed signage parts and accessories.

(3) Maintenance and Technical Support

- Provide technical support and assistance to PCC should the signages need repair within the warranty period; and
- Advise the PCC representative as regards the proper operation and maintenance of the signages.

IV. TECHNICAL SPECIFICATIONS

The technical specifications for the Panaflex signages and backlight are as follows:

PARTICULARS		SPECIFICATIONS
Panaflex Signages	Quantity	Five (5) Units
	Dimensions	5.0 ft (H) x 3.5 ft (W)
	Material	<ul style="list-style-type: none"> • Panaflex Substrate • Full Color Digital Print on Flex
Backlight	Quantity	<ul style="list-style-type: none"> • At least 10 to 20 pieces of LED light tubes per Panaflex signage
	Dimensions	To be discussed and determined during the Levelling Off Meeting where an initial assessment of the existing signages and lighting will be conducted.
	Material	<ul style="list-style-type: none"> • Heavy Duty LED light tubes • Color: White, specific variation to be determined during the submission of a mock-up/sample of the signage.

V. PCC'S RESPONSIBILITIES

For the purpose of this engagement, the PCC shall:

- Designate a counterpart team/staff that will work with the Service Provider and oversee the implementation of the contract;
- Assist the Service Provider securing the permits and other documentary requirements needed for the delivery, installation, and testing of the backlight and Panaflex signages, e.g., work and equipment entry permits;
- Conduct of a levelling off meeting to facilitate an initial assessment of the existing signages and lighting by the Service Provider;
- Provide the final design of the updated PCC Citizen's Charter for printing;
- Review and approve the mock-up/samples prepared by the Service Provider; and
- Pay the engagement cost inclusive of mandatory taxes and in accordance with the set payment schedule.

VI. PROJECT DURATION/ WORK SCHEDULE

Activity	Timeline
Levelling-off Meeting between the PCC and Service Provider Representatives	Within five (5) working days from the award of the contract
Submission of the mock-up/sample of the Panaflex signages	Within seven (7) working days from the levelling-off meeting
Delivery, installation and testing of the Panaflex signages	Within fourteen (14) working days from the submission and approval of the final mock-up/sample

The engagement shall commence upon the approval of the contract of the Service Provider and the PCC. Any changes in the timeline shall be discussed and agreed upon by both parties.

VII. APPROVED BUDGET FOR THE CONTRACT

For and in consideration of the services of the chosen provider, the PCC shall pay the sum of **SIXTY THOUSAND PESOS (P60,000.00)**, inclusive of all applicable government taxes, service charges and other miscellaneous expenses.

VIII. MODE OF PROCUREMENT

The mode of procurement shall be Negotiated Procurement – Small Value Procurement provided under the Revised IRR of Republic Act No. 9184.

IX. PAYMENT SCHEME / TERMS OF PAYMENT

The Service Provider shall submit a Statement of Account (“SOA”) or Billing Statement upon the completion of scope of work and acceptance of the required deliverables by the PCC Representative. The PCC shall pay the Service Provider within fifteen (15) days upon receipt of the SOA and issuance of Certificate of Satisfactory Services Rendered.

All payments shall be subject to the usual government accounting and auditing rules and regulations.

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 this contract, the PCC as 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 unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, 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.

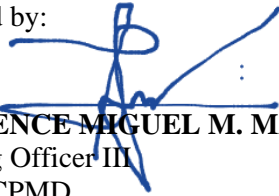
In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendment or additional terms and conditions to the contract must be in writing, signed and acknowledged by the Parties.

XII. WARRANTY

The Service Provider shall afford a one (1) year warranty against any defects on all signage parts and accessories. This warranty shall include replacement of parts and accessories at no additional cost to the PCC. The warranty period shall commence upon project completion and final payment of the PCC.

Prepared by:



LAWRENCE MIGUEL M. MACALALAG
Planning Officer III
FPMO-CPMD

Reviewed by:



KRISTEL CLAUDINE D. ASLANBAIGI
Planning Officer IV
FPMO-CPMD



JOSEPH D. BERNAT
Planning Officer V
FPMO-CPMD

Approved by:



ATTY. JOSEPH MELVIN B. BASAS
Director IV
Finance, Planning and Management Office

CONFORME:
_____ Name of Service Provider
_____ Signature of Authorized Representative
_____ Designation

Annex A Existing design of the PCC Panaflex Signages

- Sample 1:

3.5 ft

5.0 ft

PHILIPPINE COMPETITION COMMISSION

MANDATE

THE PHILIPPINE COMPETITION COMMISSION (PCC) IS AN INDEPENDENT QUASI-JUDICIAL BODY MANDATED TO IMPLEMENT THE NATIONAL COMPETITION POLICY AND ENFORCE REPUBLIC ACT NO. 10667 OR THE PHILIPPINE COMPETITION ACT (PCA) WHICH SERVES AS THE COUNTRY'S PRIMARY COMPETITION LAW FOR PROMOTING AND PROTECTING COMPETITIVE MARKETS.

POWERS AND FUNCTIONS

PURSUANT TO SECTION 12 OF THE PCA, THE PCC SHALL EXERCISE THE FOLLOWING POWERS AND FUNCTIONS:

- CONDUCT INQUIRY, INVESTIGATE, AND HEAR AND DECIDE ON CASES INVOLVING ANY VIOLATION OF THE PCA AND OTHER EXISTING COMPETITION LAWS.
- REVIEW PROPOSED MERGERS AND ACQUISITIONS AND PROHIBIT THOSE THAT WILL SUBSTANTIALLY PREVENT, RESTRICT, OR LESSEN COMPETITION IN THE RELEVANT MARKET.
- MONITOR AND UNDERTAKE CONSULTATION WITH STAKEHOLDERS AND AFFECTED AGENCIES TO UNDERSTAND MARKET BEHAVIOR.
- CONDUCT ADMINISTRATIVE PROCEEDINGS, IMPOSE SANCTIONS, FINES OR PENALTIES FOR ANY NONCOMPLIANCE WITH OR BREACH OF THE PCA AND ITS IMPLEMENTING RULES AND REGULATIONS.
- ISSUE SUBPOENAS TO REQUIRE PRODUCTION OF RECORDS AND DOCUMENTS AND PERSONAL APPEARANCES RELATIVE TO THE INVESTIGATION OF CASES.
- UNDERTAKE INSPECTIONS RELATIVE TO PRESERVATION OF POSSIBLE DOCUMENTARY EVIDENCE.
- ISSUE STRUCTURAL REMEDIES SUCH AS ADJUSTMENT AND DIVESTITURE ORDERS.
- DEPUTIZE ANY AND ALL ENFORCEMENT AGENCIES OF THE GOVERNMENT OR ENLIST THE AID AND SUPPORT OF ANY PRIVATE INSTITUTION, CORPORATION, ENTITY OR ASSOCIATION IN THE IMPLEMENTATION OF ITS POWERS AND FUNCTIONS.
- MONITOR COMPLIANCE BY THE PERSON OR ENTITIES CONCERNED WITH THE CEASE AND DESIST ORDER OR CONSENT JUDGMENT.
- ISSUE ADVISORY OPINIONS AND GUIDELINES ON COMPETITION MATTERS.
- MONITOR AND ANALYZE THE PRACTICE OF COMPETITION IN MARKETS THAT AFFECT THE PHILIPPINE ECONOMY; IMPLEMENT AND OVERSEE MEASURES TO PROMOTE TRANSPARENCY AND ACCOUNTABILITY; AND ENSURE THAT PROHIBITIONS AND REQUIREMENTS OF COMPETITION LAWS ARE ADHERED TO.
- CONDUCT, PUBLISH AND DISSEMINATE STUDIES AND REPORTS ON ANTI-COMPETITIVE CONDUCT AND AGREEMENTS.
- INTERVENE OR PARTICIPATE IN ADMINISTRATIVE AND REGULATORY PROCEEDINGS RELATED TO PCA THAT ARE INITIATED BY GOVERNMENT AGENCIES SUCH AS THE SECURITIES AND EXCHANGE COMMISSION (SEC), ENERGY REGULATORY COMMISSION (ERC), AND NATIONAL TELECOMMUNICATIONS COMMISSION (NTC).
- ASSIST THE NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA) IN THE PREPARATION AND FORMULATION OF A NATIONAL COMPETITION POLICY.
- PROMOTE CAPACITY BUILDING AND THE SHARING OF BEST PRACTICES WITH OTHER COMPETITION RELATED BODIES, AND
- ADVOCATE PRO-COMPETITIVE POLICIES OF THE GOVERNMENT.

VISION

THE PCC AIMS TO BE A WORLD-CLASS COMPETITION AUTHORITY IN PROMOTING FAIR MARKET COMPETITION TO HELP ACHIEVE A VIBRANT AND INCLUSIVE ECONOMY AND ADVANCE CONSUMER WELFARE.

MISSION

THE PCC SHALL PROHIBIT ANTI-COMPETITIVE AGREEMENTS, ABUSES OF DOMINANT POSITION, AND ANTI-COMPETITIVE MERGERS AND ACQUISITIONS. SOUND MARKET REGULATION WILL HELP FOSTER LIMITLESS INNOVATION, INCREASE GLOBAL COMPETITIVENESS, AND EXPAND CONSUMER CHOICES TO IMPROVE PUBLIC WELFARE.

CORE VALUES

INTEGRITY • PROFESSIONALISM • INDEPENDENCE • EXCELLENCE

- Sample 2:

3.5 ft

5.0 ft

PHILIPPINE COMPETITION COMMISSION
CITIZEN'S CHARTER
 NOVEMBER 2018

PCC FRONTLINE SERVICES ENFORCEMENT

A. FILING OF A VERIFIED COMPLAINT

Schedule of Availability of Service: Monday to Friday, 8:00 AM - 5:00 PM

Who may Avail of the Service: Any interested entity may file a Verified Complaint with the Philippine Competition Commission ("PCC" or the "Commission").

What are the Requirements: The Verified Complaint shall contain the following:

1. Identity of the entity complained of;
2. Acts constituting the violation of the Philippine Competition Act, implementing rules, or other competitor laws;
3. Documents and other materials supporting the complaint; and
4. A statement of the present status of any case or proceeding involving the same, including a copy of any court order or decision, if any, to inform the PCC of any such case or proceeding.

Statement under oath that the complainant believes that the facts and circumstances stated therein are true and correct to his/her personal knowledge or based on authentic records.

NOTICE
 Pursuant to the Commission's Order on the Review of the Commission's Rules on the Filing of Verified Complaints, the Commission has decided to allow the filing of Verified Complaints on a first-come, first-served basis, starting on November 2018.

Fees: None Required

Duration: Filing - 30 Minutes; Preliminary Inquiry - 90 Days

Process Flow:

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    graph LR
      Start([START]) --> Step1[Any interested entity files a Verified Complaint]
      Step1 --> Step2[Initial Assessment: Commission determines if the Verified Complaint shall be given due course]
      Step2 --> Step3[Conduct of Preliminary Inquiry, as determined by the Commission]
      Step3 --> Step4[Conduct of Full Administrative Investigation should be undertaken if the Preliminary Inquiry is sufficient]
      Step4 --> Step5[Issuance of Administrative Order]
      Step5 --> Step6[Issuance of Administrative Order: Penalties, sanctions]
      Step6 --> Step7[Enforcement Office files Department of Justice if a final sufficient basis]
      Step7 --> End([END])
  
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B. ENFORCEMENT-RELATED QUESTIONS AND QUERIES

Schedule of Availability of Service: Monday to Friday, 8:00 AM - 5:00 PM

Who may Avail of the Service: Anytime from the public who has questions or queries on the following matters:

1. Sections 14 and 15 of the PCA;
2. Alleged anti-competitive conduct or agreement; or
3. Rules of procedure on the investigation and enforcement of the PCA.

What are the Requirements: Queries may be made through:

1. Phone calls (made to: 020-7719-722 loc. 2223)
2. E-mails (sent to: enforcement@pcc.gov.ph)
3. Walk-in queries; or
4. Other modes as may be established.

Fees: None required

Duration: Phone Calls - 5 Minutes to 15 Minutes; Walk-in Queries - 35 Minutes to 1 Hour and 30 Minutes; E-Mails - Within 14 Days

Process Flow:

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    graph LR
      Start([START]) --> Step1[The public calls the Enforcement Office]
      Step1 --> Step2[A designated Duty Officer responds to the questions or query]
      Step2 --> Step3[END]
      Start --> Step4[The public sends an e-mail to Enforcement Office]
      Step4 --> Step5[Enforcement Office acknowledges receipt of e-mail]
      Step5 --> Step6[A designated Duty Officer responds to the questions or query]
      Step6 --> Step3
      Start --> Step7[Interested party visits the PCC and informs the security officer on Duty the intention to ask questions or other queries]
      Step7 --> Step8[Enforcement Office arranges a meeting with designated Duty Officers]
      Step8 --> Step9[Duty Officers meet with the party and address the query]
      Step9 --> Step3
  
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Philippine Competition Commission, Citizens' Charter (Rev. No. 02, November 2018)