

 25/F Tower 1, Vertis North Corporate Center, North Avenue, Quezon City
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 (+632) 7719-722

201812-0280/ December 13, 2018

RFQ No./Date:

Ensuring businesses compete and consumers benefit

201812-0424/ December 10, 2018

P.R. No/Date

REQUEST FOR QUOTATION

| Sir/I | Madam: | | | | | |
|-------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------|-----------------------|
| compa or befo | ny's autho re Decen | orized signa ober 20, 20 | orice/s for the item/s listed below including the total amount in legible style atory/ies to the General Services Division, Administrative and Legal Office c/or 18/5:00 PM opect shall be subject to the requirements as identified below: | | | |
| X X X | Mayo Lates Profe Omni Signed Propo Bids m | or's/Busine at Income, assional Li bus Sworn d Terms of sal must be austbe sub a brand na | istration Number. Sess Permit / BIR Cetificate of Registration in case of individual. Business Tax Return. Business Tax Return. | | | ete specification of |
| X X X | Bids st Procur Refusa | nould be va ed items sl Il to sign ar | nade by lot (please bid for all items to avoid disqualification of bid) alid for a minimum of one (1) month from deadline of submission of bids as i hall be delivered to PCC Office and accept an Award/Purchase Order/Job Order or enter into contract without ninistrative sanctions under Rule XXIII of the Revised IRR of RA 9184. | | ybe ground for | |
| With the award incurrin | e end in vi the contra ig any liab | ew of obtain ct on a pealility to the a | any communication from PCC 5 days/months from the deadline indicated all ining the contract most advantageous to the government, PCC reserves the pritem/lot basis; and 3) to annul the bidding process and to reject all quota affected bidder or bidders. Intact PCC-ALO-GSD - c/o Mr. Jeson Q. de la Torre, in the above address/tele | right to: 1) accept o tions/bids at any time | r reject any or all the | e quotations/bids; 2) |
| ATTY. J | | BBas of ELVIN B. E n and Dire | | | | |
| Hem | QTY | UNIT | ITEM/DESCRIPTION | BRAND/MODEL | UNIT PRICE | TOTAL (PhP) |
| No. 1 | 1 | lot | Supply and Delivery of Purified Drinking Water for the | (To be filled-up I | by the supplier) | |
| | | | Philippine Competition Commission | | | |
| | | | (January to December 2019) | | | |
| | | | xxxxxxxxxxxxNOTHING FOLLOWSxxxxxxxxxx | | | |
| | | | e subject to the salient provisions of the IRR of RA 9184 - Liquidated the delivery schedule shall be completed within 5 calendar days | | | |
| | | | rchase. Order | | TOTAL: | |
| | | | | (Bidders, please | provide complete | information below) |
| | | | Signature : | | | |
| | | | Name/Designation. | | | |
| Posted | | | Name of Company. | | | |
| Farme | | | Address : | | | |
| Ketrie\ | vea on | | TEIEUTUTE/FAX. | | | |
| | | | E-mail Address: TIN : | | | |
| | | | 1111. | | | |





TERMS OF REFERENCE

SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR THE PHILIPPINE COMPETITION COMMISSION

I. RATIONALE

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

Considering that an adequate supply of purified drinking water is a fundamental human need and is essential for hydration, PCC needs to procure the supply and delivery of purified drinking water to ensure the health and well-being of its personnel.

II. SCOPE OF SERVICES

The Contract period shall be from January to December 2019. The items subject of the contract should be delivered at PCC's office, at 25/F Vertis North Corporate Center 1, North Avenue, Quezon City.

The Services subject of the Contract shall include 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 | January 2019 or after receipt of Notice to Proceed |
| 2 | Five-gallon round containers of Purified Drinking Water | Forty (40) bottles per week | Weekly |

III. APPROVED BUDGET FOR THE CONTRACT

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

IV. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER

A. The Supplier shall provide two (2) units of water dispenser, with options for dispensing both hot and cold water, for use of PCC during the contract implementation.

- B. The Supplier shall render monthly maintenance and repair of the water dispensers provided to PCC, including the replacement of its units and parts, should there be any defect in the water dispenser which renders it unusable, all costs of which shall be accounted for by the supplier.
- C. The Supplier shall ensure weekly delivery of at least forty (40) bottles of 5 gallons of drinking water.
- D. The Supplier shall submit microbiological test results from duly-licensed Environment Health Laboratory Service and/or shall have a Sanitary Permit/ Certificate of Potability.
- E. The supplier shall defray any permit fee that may be required by the Ayala Property Management Corporation (APMC).

V. 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 the conditions set forth in Section VI hereof.

VI. PAYMENT SCHEME

Payment shall be made to the Supplier through check, within fifteen (15) working days upon PCC's receipt of a billing/statement of account (based actual number of bottles delivered), and subject to the issuance of the PCC's Administrative Office of a Certificate of Satisfactory Service Rendered.

VII. LIQUIDATED DAMAGES

In cases of delay in the delivery of expected units, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (1%) of the cost of unperformed portion for every day of delay. If the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, PCC shall rescind the contract, without prejudice to other courses of action and remedies open 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

Approved by:

| Immus | Gnase
| KENNETH V. TANATE, PhD
| Concurrent Director IV, AO

| | Conforme: |
|-----------------------|-------------------------------------------------|
| | Name and Signature of Authorized Representative |
| need to the second of | Designation:_ |
| | Company: |
| | Date: |
| | Date: |