

## REQUEST FOR QUOTATION

### Supply, Delivery and Installation of Modular Partition System for Facility Improvement of the Philippine Competition Commission

P.R. No. / Date Received: 2021-05-0068 / 21 May 2021

RFQ No./Date: 2021-06-0070 / 04 June 2021

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the item/s described herein subject to the Terms and Conditions and within the Approved Budget for the Contract.

#### Required Documents/Information to be submitted as Attachments to the Proposal:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Certificate Registration/Reference Number
- Signed Terms of Reference and Technical Specifications
- Notarized Omnibus Sworn Statement

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 [tjsakuma@phcc.gov.ph](mailto:tjsakuma@phcc.gov.ph) on or before **10 June 2021, 12:00PM** 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 may require you to submit additional documents that will prove your legal, financial and technical capability to undertake this contract.
6. Salient provisions of the Revised IRR (RIRR) of Republic Act (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 Section 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's pro forma quotation is submitted, conditions will be governed by the submitted signed *Request for Quotation/Proposal* and/or *Technical Specifications Sheet / Terms of Reference* (if any).

Very truly yours,



**JESON Q. DE LA TORRE**

PBAC Chairperson



| Item No.                      | QTY | UOM | ABC          | Technical Specifications / Description  | Brand/Model                       | Unit Price | Total Amount |
|-------------------------------|-----|-----|--------------|---|-----------------------------------|------------|--------------|
|                               |     |     |              |   | (To be filled-up by the supplier) |            |              |
| 1                             | 1   | lot | ₱ 300,000.00 | Supply, Delivery and Installation of Modular Partition System for Facility Improvement of the Philippine Competition Commission |                                   |            |              |
|                               |     |     |              | - see attached Terms of Reference   |                                   |            |              |
|                               |     |     |              | xxxxx NOTHING FOLLOWS xxxxx   |                                   |            |              |
| <b>Delivery Instructions:</b> |     |     |              | see attached <i>Terms of Reference</i>  |                                   |            |              |

(Please provide **complete** information below)

We undertake, if our quotation/proposal is accepted, to supply/deliver the goods in accordance with the specifications and/or delivery schedule.

We agree to abide by this Quotation/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 Quotation/Proposal that 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, DELIVERY AND INSTALLATION OF MODULAR PARTITION SYSTEM FOR FACILITY IMPROVEMENT OF THE PHILIPPINE COMPETITION COMMISSION

#### I. Rationale

The Philippine Competition Commission (“PCC”) is an independent quasi-judicial body mandated to promote and maintain market competition by regulating anti-competitive agreements, abuse of dominant position, and anti-competitive mergers and acquisitions. The main role of the PCC is to ensure fair competition in the market for the benefit of consumers and businesses.

In order to deliver this mandate, the Administrative Office provides PCC with preventive maintenance and improvements in its facilities to ensure that PCC Offices have a sound and secured working environment for its employees and guests. Thus, a Service Provider for the provision of wall partition system (“Project”) shall be engaged by the Procuring Entity (“End-user”).

#### II. Scope of Services

A. The Service Provider shall perform the following functions and responsibilities:

1. Ensure proper supply, delivery, fabrication and installation of the modular partition system in accordance with the Technical Specifications (Annex A) of the Project;
2. Secure the necessary documents (e.g. work permits, job hazard analysis, list of personnel & equipment, etc.) prior to the supply and delivery of the Project;
3. Provide all the necessary materials, tools and equipment for the fabrication, installation and completion of the Project;
4. Fabricate and install the necessary works during Saturdays and/or Sundays from 8:00AM to 5:00PM. The Project may be done during weekdays (Monday to Friday) upon proper coordination and approval by the End-user;
5. Ensure that drilling/noisy works (if any) shall be minimal and maintain a clean work area after completion of the Project and;
6. Issue a Delivery Receipt (DR) and Statement of Account / Billing Statement (SOA / BS) after completion of the Project.

B. The End-user shall perform the following functions and responsibilities:

1. Submit the necessary documents to the building management for approval prior to the supply, delivery, fabrication and installation of the Project;
2. Monitor the activities during contract implementation of the Project and;



3. Issue a Certificate of Satisfactory Services Rendered (CSS) after completion of the Project.

### III. Delivery Schedule / Schedule of Requirements

| No.                   | Particulars   | Duration                    |
|-----------------------|---|-----------------------------|
| 1                     | Lead time for the supply and delivery of materials to PCC | Thirty (30) days            |
| 2                     | Fabrication and installation of the wall partition system | Fifteen (15) days           |
| <b>Total Duration</b> |   | <b>Forty-five (45) days</b> |

### IV. Contract Duration

The contract period shall commence this calendar year 2021 within forty-five (45) days upon acceptance of the Job Order / Contract by the Service Provider.

### V. Approved Budget for the Contract

The Approved Budget for the Contract is **Three Hundred Thousand Pesos (Php 300,000.00)**, inclusive of all applicable government taxes and service charges, subject to the usual budgeting, accounting and auditing rules and regulations.

### VI. Mode of Procurement

The Mode of Procurement shall be Negotiated Procurement – Small Value Procurement provided under the Revised Implementing Rules and Regulations of Republic Act No. 9184.

### VII. Payment Scheme

The PCC shall pay the Service Provider within fifteen (15) working days upon receipt of the DR and SOA / BS of the completed project and issuance of CSS from the End-user.

### VIII. Liquidated Damages

In case of delay in the delivery of expected service, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (1/10 of 1% or 0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the PCC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

### IX. Dispute Resolution

Should there be any dispute related to the contract and/or rights of the parties, 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.

Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the End-user and the Service Provider (“Parties”).

### X. Warranty

The Service Provider shall provide a warranty for **two (2) years** on all materials, parts and components of the Project against any defects. This warranty shall include replacement of materials, parts and/or components inclusive of all applicable fees at no additional cost to the End-user. The warranty period shall commence upon approval and acceptance of the Warranty Security by the Parties.

**Approved by:**



**JESON Q. DE LA TORRE**  
Officer-in-Charge, Administrative Office



**CONFORME:**

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

\_\_\_\_\_  
**Designation**

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

\_\_\_\_\_  
**Date**

## TECHNICAL SPECIFICATIONS

Bidders must state “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” for every corresponding “No.” and “Specification”.

| No.   | Specification  | Bidder’s Statement of Compliance |
|---|--|----------------------------------|
| <b>A. Office of the General Counsel</b>                 |  |                                  |
| 1   | <p>Wall partition dimensions (allowance: <math>\pm 1\%</math>):<br/>Total length: 6.62 meters<br/>Total height: 2.27 meters</p> <p>Partition materials: aluminum/metal framing with fabric and glass matching the existing PCC colors / appearances</p> <p>The Service Provider shall verify actual dimensions and materials based on actual site location and conditions to modify and match as needed.</p>   |                                  |
| 2   | <p>Provision of two (2) sliding door panels with glass and/or fabric material</p> <p>The Service Provider shall verify location of the door panels.</p>  |                                  |
| <b>B. Communication and Knowledge Management Office</b> |  |                                  |
| 3   | <p>Workstation panel dimensions (allowance: <math>\pm 1\%</math>):</p> <p>Main front panel: eight (8) units @ 1.20 meters<br/>Side panel: fifteen (15) units @ 0.60 meters<br/>Panel height: 0.45 meters</p> <p>Partition materials: aluminum/metal framing with fabric and glass matching the existing PCC colors / appearances to be installed on top of the existing workstation</p> <p>The Service Provider shall verify actual dimensions and materials based on actual site location and conditions to modify and match as needed.</p> |                                  |

**CONFORME:**

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**Name and Signature of Authorized Representative**

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**Designation**

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**Name of Company**

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**Date**