



Ensuring businesses compete and consumers benefit

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JOB ORDER

1 Supplier/Provider: THORITA TRANSPORT SERVICES Address: 2419 Catalina Subd., Rosario, Pasig City Tel./Fax No.: 923515493 TIN: 212 046 854 000		2 J. O. Number: 2022-04-0070 Date: 26-Apr-22 P.R. No.: 2022-04-0063 Date: 19 April 2022 Mode of Procurement: NP - Small Value Procurement	
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3
Gentlemen:
Please furnish this Office the following articles subject to the terms and conditions contained herein

Item No.	Stock No.	Qty	Unit	Item Description	Cost	
					Unit	Total
1	1	lot	1.00	Procurement of Transportation Services for the Conduct of the Multisectoral Forum on the Philippine Competition Act (PCA) and National Competition Policy (NCP) on 27 to 29 April 2022 in Baguio City <i>(Please see attached Terms of Reference)</i>	45,000.00	45,000.00

Amount in Words: **FORTY-FIVE THOUSAND PESOS**
 Total: **45,000.00**
 *Subject to Applicable Taxes
 GROSS: **45,000.00**

4
 Place of Delivery: PCC Delivery Term: - Pick-up - see attached Terms of reference
 Date of Delivery/Completion Payment Term: - COD - see attached Terms of reference

Note: All materials replaced during the repair job shall be surrendered upon delivery of equipment to facilitate processing of payment. Unless otherwise indicated, the above terms and conditions are deemed accepted and form part thereof.

5
 Penalty Provision:
 In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Conforme: Christopher B. Cervera Very truly yours, Kenneth V. Tanate
 Supplier signature over printed name Executive Director and Head of the Procuring Entity
 Date: _____ Date: _____

6
 Funds Available :
Reuben Jonathan P. Montenegro
 Chief Accountant

7
 Amount : 45,000.00 ALOBS No.: _____
 Date : _____



TERMS OF REFERENCE

Requirement	:	Rental of Shuttle Service for the Multisectoral Forum on the Philippine Competition Act (PCA) and the National Competition Policy (NCP)
Duty station	:	Baguio City
Duration	:	27 and 29 April 2022

Background

The Philippine Competition Commission (PCC) an independent quasi-judicial body mandated to implement the National Competition Policy and enforce Republic Act No. 10667 or the Philippine Competition Act (PCA). The PCA serves as the primary competition law in the Philippines for promoting and protecting competitive markets.

The PCC is intensifying its efforts to ensure that stakeholders are informed about competition policy and law, the Commission itself, and its functions and powers. Thus, as part of PCC's advocacy and capacity-building initiatives that aim to educate and capacitate relevant stakeholders and the public about competition policy and law and the provisions of the PCA, the PCC will conduct the Multisectoral Forum on the PCA and in Baguio City on 27-29 April 2022. An external service provider shall be contracted to provide meeting package and accommodation for PCC officials, staff and resource persons. To this end, the PCC will require the rental of a shuttle service to transport PCC officials and staff to Baguio City.

I. Scope of Work

A. Routes

- Shuttle Service going from PCC office in Quezon City to the location of the activity in Baguio City
- Shuttle Service going from the location of the activity in Baguio City to PCC office in Quezon City

B. General Specifications

1. Use of vehicle with driver to transport nine (11) PCC officials and staff including boxes of event supplies from the PCC office in Quezon City to Baguio City and vice versa.
2. The passengers will be picked up from the PCC office in Quezon City morning of 27 April 2022 and dropped off at the location of the activity in Baguio City.



3. The passengers will also be picked up morning of 29 April 2022, from the location of the activity and dropped off at the PCC office.

C. Assigned Drivers shall ensure

1. The excellent condition of the vehicle;
2. Maintain the over-all cleanliness of the vehicle;
3. Vehicles is sanitized and disinfected before use; and
4. The shuttle service will depart exactly at the time of agreed schedule.

D. Service Provider's Responsibilities

1. Assign vehicles that meet the specifications herein indicated.
2. Assigned driver to the vehicle who meet the criteria herein indicated.
3. Submit complete list of the driver's name, address, mobile number, professional driver's license ID copy, and complete vaccination card.
4. Coverage of Personal Accident Insurance for the drivers and passengers on board.
5. Maintained shuttle service in compliance with the approved LTFRB Permit and Technical Safety Certificate for the vehicle.
6. Provide for the assigned driver's meals and other trip expenses such as tolls, parking fees and fuel.

E. End-User's Responsibilities

1. Provided the schedule of pick up on 27 and 29 April 2022 with complete list of passengers.
2. Provide a contact person for emergency and scheduling concerns.

II. Payment Scheme

Full payment of the contract shall be paid within 15 days after the issuance of the following:

- a. Billing statement by the Service Provider; and
- b. Certificate of Satisfactory Service issued by PCC

Billing statement must be provided by the Service Provider within 7 days upon the delivery of service.

III. Liquidated Damages

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount 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. The PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

IV. Dispute Agreement/Resolution

In the matter of dispute, 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.

V. General Conditions

Agency must grant copyright ownership of all videos, photos, audio both raw and edited to the Philippine Competition Commission. All edited/packaged materials should follow branding specifications of PCC.

Approved by:

ARNOLD ROY D. TENORIO *AT*
Director, CKMO

Date: 13 April 2011

Conforme: *Chris*
Christopher B. Cervera
Name/Signature

Date: _____