PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center 1
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722

REQUEST FOR PROPOSAL

Provision of Catering Services for the conduct of Fair Business Forum: Ensuring Fair Competition for a Thriving Retail Sector

P.R. No./Date Received: **2025-08-0139 / 29 August 2025** RFQ/P No. / Date: **2025-09-0143 / 08 September 2025**

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 ***Technical Specifications*** 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:

- Valid Mayor's/Business Permit / BIR Cetificate of Registration in case of individual.
- PhilGEPS Registration Number
- Notarized Omnibus Sworn Statement
- Signed Request for Proposal
- Signed Technical Specifications
- Other documents listed in the Techinical Specifications (if any)

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 ***mhjavier@phcc.gov.ph*** on or before **11 September 2025, 1:00 PM** 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 12009: Section 71 - Liquidated Damages and Section 98 - 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 70 of the same IRR.**
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 ***Technical Specifications.***
10. Please note that the award of the procurement is on a **per lot basis.**
11. **This project adopts the Implementing Rules and Regulations of RA 12009.**

Very truly yours,

[redacted]

ATTY. CHRISTIAN LOREN B. DE LOS SANTOS
PBAC Vice Chairperson

Signed by Christian Los Santos [redacted]

Signed by Rommel R Oira

Item	QTY	ABC	Project Title	Unit Cost (To be filled-up by the supplier)	Total Amount (To be filled-up by the supplier)
1	1	₱ 225,000.00	Provision of Catering Services for the conduct of Fair Business Forum: Ensuring Fair Competition for a Thriving Retail Sector		
			(Please see attached Tecnical Specifications)		
Total Lot ABC		**₱ 225,000.00**	**TOTAL Amount (Per Lot Purchase):**		
Delivery Instructions:			*(Please see attached Tecnical Specifications)*		

*(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 or any Proposal you may receive.

Signature over Printed Name : _____
Designation/Position : _____
Name of Company : _____
Address : _____
Telephone / Fax : _____
E-mail Address: _____
Company Tax Identification Number : _____

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TECHNICAL SPECIFICATIONS

PROVISION OF CATERING SERVICES FOR THE CONDUCT OF THE 2025 FAIR BUSINESS FORUM: ENSURING FAIR COMPETITION FOR A THRIVING RETAIL SECTOR

I. Rationale/Objective

The Philippine Competition Commission (PCC), as the country's competition authority, plays a key role in enforcing the Philippine Competition Act (PCA), protecting consumers, and preventing anti-competitive practices.

As part of PCC's priorities to expand the private sector's awareness and understanding of competition laws, the PCC, through its Communications and Knowledge Management Office (CKMO) - Capacity Building and Advocacy Division (CBAD), and in partnership with the Philippine Retailers Association (PRA), will conduct the second part of the Fair Business Forum entitled "Ensuring Fair Competition for a Thriving Retail Sector."

The forum aims to empower retail businesses, especially the micro, small, and medium enterprises (MSMEs), to compete fairly, comply with competition law, and drive innovation in a competitive market. It will target major retailers, MSMEs, e-commerce platforms, and franchise operators.

II. Participants, Schedule, and Venue

The 2025 Fair Business Forum: Ensuring Fair Competition for a Thriving Retail Sector will be held on 24 September 2025 at SM Megamall Megatrade Hall, Meeting Rooms A & B.

In the approved written proposal of SMPHI, SMPHI committed to cooperate with the Philippine Competition Commission in the implementation of its mandate and promotion of competition laws through, among others, the use of SM Supermalls' facilities in PCC's official events. In the meeting with SMPHI, they agreed to provide the venue and other necessary equipment for the conduct of the event.

This forum will gather 100 participants from major retailers, MSMEs, e-commerce platforms, franchise operators, and PCC staff.

III. Scope of Works and Specifications

Provision of catering services with the following technical specifications, taking into consideration the rating factors under Annex "H" of the Revised Implementing Rules and Regulations of Republic Act 9184 for Negotiated Procurement-Small Value Procurement:

A. Availability

- Must be able and allowed to provide catering services on 24 September 2025 at SM Megamall, Megatrade Hall, Meeting Rooms A & B.

- The winning bidder shall provide catering services for one hundred (100) attendees (with at least 10% buffer); and
- Serve lunch and snacks in a setup specified in the service requirements below.

B. Meal and Service Requirement

- Free-flowing coffee and tea, with provision for drinking water station, throughout the function, including appropriate and sufficient glasses and cups.
- Provision of mints/candies during the function.
- AM Snacks, Buffet Lunch, PM Snacks for a guaranteed number of 100 pax (with provision for at least 10% buffer).

MEAL	SETUP
AM Snacks	Plated serving of one (1) heavy snack (pasta, full sandwich (cut in half), savory bread or flat bread pizza, with one round of iced tea or lemonade.
Lunch	Buffet shall include: salad, soup, one (1) vegetable dish, three (3) meat dishes (fish, chicken, beef), rice, dessert, and fresh fruits with one round of iced tea or lemonade.
PM Snacks	Plated serving of one (1) heavy snack (pasta, full sandwich (cut in half), savory bread or flat bread pizza, with one round of iced tea or lemonade.

- Allot time for ingress at least two (2) hours before the start of the program;
- Proposed menu must be submitted to PCC for selection and approval;
- Set-up of one (1) two-way managed buffet station and plated servings for VIPs to be served at the conference room;
  - Provision of appropriate glassware/ceramic ware and flatware to be used during meals for buffet and plated set-up;
  - Provision of well-arranged and covered set-up with clean and presentable linen; and
  - Provision of floor cover for the buffet station to protect the permanent carpet flooring from food and beverage spillage, ensuring cleanliness of buffet area all the time.
- Provide adequate staff to set up food, utensils and banquet table, with at least four (4) uniformed waiters to assist in the distribution of food during the activity;
- Secure entrance permit/s from SM Megamall, Megatrade Hall, if necessary;
- Ensure food safety and the quality of the food to be served;
- Egress immediately after the program; and
- Ensure proper cleanup of garbage after the activity.

IV. Information Security and Non-Disclosure Agreement

To ensure the Philippine Competition Commission (PCC) maintains a high standard of information security when engaging with third-party providers, all suppliers are required to comply with the established PCC Information Security Management System (ISMS). These requirements are outlined in the Supplier Security Policy (POL-PCC-GSD 02-03) and related ISMS policies and procedures.

All data, documents, records, configuration files, and metadata (collectively referred to as "Information") provided to the supplier(s) for the purpose of delivering services are considered confidential and remain the exclusive property of PCC. The supplier(s) shall recognize the critical importance of maintaining the security and confidentiality of the Information and agree to prevent its unauthorized transfer, disclosure, or use by any third party. The supplier(s) shall not use the Information for any purpose other than to perform the agreed-upon services. Furthermore, the supplier(s) shall ensure that, upon completion of the service, they will not retain any portion of the Information in any form whatsoever.

The following must be submitted after the issuance of Notice of Award or Purchase Order or Job Order:

- Notarized Non-Disclosure Agreement
- Notarized Data Sharing Agreement (if applicable)

The documents will be submitted to the ISMS Secretariat in compliance with the approved PCC Information Security Management System, and will not form part of the submission for payment processing.

V. Approved Budget for the Contract (ABC)

The ABC is computed at **Two Hundred Twenty-Five Thousand Pesos (PhP 225,000.00)** corresponding to the number of participants guaranteed in this TOR, and for all applicable government taxes and service charges. In case of additional participants, the cost per participant will be charged accordingly based on the same per person rate. However, the total additional cost shall not exceed ten percent (10%) of the original contract price in accordance with Annex “A” Section 71 of the IRR of R.A. 12009.

VI. Mode of Procurement

The mode of procurement shall be under Small Value Procurement (SVP) provided under the IRR of RA 12009.

VII. Payment Scheme

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

a. Billing statement by the Service Provider;
b. BIR Form No. 2303 by the Service Provider; and
c. Certificate of Satisfactory Service issued by PCC

The billing statement must be provided by the Service Provider within seven (7) business days upon conclusion of the event.

Payment shall be released and claimed within the PCC premises or be credited to the provider's bank account, net of applicable transfer charges.

VIII. Rebooking and Refund Policy

Must have free rebooking and/or refund policies relative to travel restrictions based on resolutions and pronouncements made by any relevant national government agencies or concerned local government units.

Reservation dates can also be amended within three (3) months from the original dates in the event of any of the following inevitable circumstances and emergency cases prior to the arrival at the venue:

- Fortuitous events (e.g., natural disasters)
- Sickness and other medical emergencies

IX. 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 (0.001) 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 the contract, the PCC reserves the right to rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

X. 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 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.

Prepared by:

[redacted]

MA. PATRICIA CHESCA M. ENCARNADO
Training Specialist II, PCC-CKMO

Date: August 27, 2025

Approved by:

[redacted]

Signed by Frederick P. Romero

[redacted]

FREDERICK P. ROMERO
Director IV, PCC-CKMO
Signed by Inah Geneve T Mangilin

Date: August 27, 2025

Conforme:

Name and Signature of Authorized Representative

Designation

Company

Date

ANNEX A (Please fill out this sheet and attach requested documents)

Particulars	NAME OF CATERING SERVICE PROVIDER: _____	
	Availability (Mark with "✔")	**Remarks**
1. Availability		
- Must be able and allowed to provide catering services on 24 September 2025 at SM Megamall, Megatrade Hall, Meeting Rooms A & B.		
2. Meal and Service Requirement (Attach menu)		
- Free-flowing coffee and tea, with provision for drinking water station, throughout the function.		
- Provision of mints/candies during the function.		
- AM Snacks, Buffet Lunch, PM Snacks for a guaranteed number of 100 pax (with provision for at least 10% buffer).		
- **AM Snacks** Plated serving of one (1) heavy snack (pasta, full sandwich (cut in half), savory bread or flat bread pizza, with one round of iced tea or lemonade.		
- **Lunch** Lunch shall include: salad, soup, one (1) vegetable dish, three (3) meat dishes (fish, chicken, beef), rice, dessert, and fresh fruits with one round of iced tea or lemonade.		
- **PM Snacks** Plated serving of one (1) heavy snack (pasta, full sandwich (cut in half), savory bread or flat bread pizza, with one round of iced tea or lemonade.		
- Allot time for ingress at least two (2) hours before the start of the program;		
- Set-up of one (1) two-way managed buffet station and plated servings for VIPs to be served at the conference room;		
- Provision of appropriate glassware/ceramic ware and flatware to be used during meals for buffet and plated set-up;		
- Provision of well-arranged and covered set-up with clean and presentable linen; and		
- Provision of floor cover for the buffet station to protect the permanent carpet flooring from food and beverage spillage, ensuring cleanliness of buffet area all the time.		
- Provide adequate staff to set up food, utensils and banquet table, with at least four (4) uniformed waiters to assist in the distribution of food during the activity;		
- Secure entrance permit/s from SM Megamall, Megatrade Hall, if necessary;		
- Ensure food safety and the quality of the food to be served;		
- Egress immediately after the program; and		
- Ensure proper cleanup of garbage after the activity.		
3. Payment Scheme Full payment of the contract shall be paid within 15 business 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 business days** upon conclusion of event.		
FINANCIAL PROPOSAL The ABC is computed at **Two Hundred Twenty-Five Thousand Pesos (PhP 225,000.00)** for the number of participants guaranteed in this TOR inclusive of all applicable government taxes and service charges. In case of having additional participants, cost per participant will be charged accordingly based on the same per person rate. However, the total additional cost shall not exceed ten percent (10%) of the original contract price in accordance with Annex "D" of the Revised IRR of R.A. 9184.		*(Write proposal amount here)*

Note: Please submit/attach soft copies of pertinent documents as proof/means of verification.

Conforme:

Name and Signature of Authorized Representative

Designation

Company

Date