PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

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

Supply and Delivery of Purified Drinking Water for the Philippine Competition Commission (PCC) for C.Y. 2025

P.R. No./Date Received: **2025-EPA-0023 / 04 December 2024** RFP No. / Date: **2025-EPA-0020 / 18 December 2024**

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 Detailed Technical Specifications
- Other document/s listed in the Detailed Technical Specifications

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 mrfajutnao@phcc.gov.ph on or before **December 23, 2024, 10:00AM** 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 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 or toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Detailed Technical Specifications**.
10. Please note that the **award of the procuement is on a per lot basis.**

Very truly yours,

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JESON Q. DE LA TORRE
PBAC Chairperson

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Item	QTY	ABC	ITEMS	Unit Price	Total Amount
				(To be filled-out by the supplier)	
1	1	₱ 182,000.00	Supply and Delivery of Purified Drinking Water for the Philippine Competition Commission (PCC) for C.Y. 2025		
Total ABC		₱ 182,000.00	**TOTAL Amount: (Lot purchase):**		
Delivery Instructions:			*(Please refer to the Detailed Technical 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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DETAILED TECHNICAL SPECIFICATIONS

Project Title : **Supply and Delivery of Purified Drinking Water for the Philippine Competition Commission (PCC) for C.Y. 2025**

Contract Duration : **01 January 2025 to 31 December 2025**

I. RATIONALE

The Philippine Competition Commission (PCC) is an independent quasi-judicial body created by virtue of 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.

To support the delivery of its Vision and Mission and efficiently perform its mandate, the Administrative Office – General Services Division (AO-GSD), as the End-user, seeks to enter a contract with a Service Provider for the Supply and Delivery of Purified Drinking Water for the Philippine Competition Commission for C.Y. 2024 (the "Project"), to ensure the health and well-being of its personnel.

II. SCOPE OF SERVICES

The Service Provider shall provide 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	Immediately upon receipt of the Notice of Award
2	Five-gallon round containers of Purified Drinking Water	Total of 2,500 containers	Weekly or as needed (Please refer to Section III.C for the quantity per delivery)

III. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

A. The Service Provider shall provide PCC with two (2) units of water dispensers with options for dispensing both hot and cold water.

B. The Service Provider shall maintain and replace defective water dispensers within 24 hours upon receiving a report. This must be provided at no cost to PCC to ensure the continuous supply of purified drinking water in accordance with our contract.

C. The Service Provider shall ensure weekly delivery of at least seventy (70) clean bottles with 5 gallons each of potable water or depending on the needs of PCC based on its weekly consumption.

D. **The Service Provider shall submit microbiological test results from duly licensed Environment Health Laboratory Service and/or should have Sanitary Permit/ Certificate of Potability upon submission of bids or proposal for proper documentation and processing of payment.**

E. The Service Provider shall defray any permit fee that may be required by the Ayala Land Real Estate Investment Trust, Inc. (AREIT, Inc.)/Vertis North Corporate Center (VNCC).

IV. RESPONSIBILITIES OF THE 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 Section VIII hereof.

V. APPROVED BUDGET FOR THR CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is **One Hundred Eighty-Two Thousand Pesos (PhP182,000.00),** inclusive of all applicable taxes.

VI. MODE OF PROCUREMENT

The mode of procurement shall be **Negotiated Procurement – Small Value Procurement** in accordance with the provision of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

VII. CONTRACT DURATION

The Contract shall commence upon receipt of the Job Order and Notice of Award until December 31, 2025.

VIII. TERMS OF PAYMENT

Payment shall be made to the Service Provider within fifteen (15) calendar days upon PCC's receipt of the billing statement (BS) or statement of account (SOA) based on actual number of bottles delivered, and subject to the issuance of a Certificate of Satisfactory Service Rendered by the PCC.

IX. CONFIDENTIALITY CLAUSE

All information, data and documents concerning the business and affairs of the PCC which are classified as confidential shall be treated with extreme secrecy by the Service Provider and shall not be communicated or disclosed to any person or entity without prior written clearance from the PCC.

In the event that the Service Provider fails to comply with this Confidentiality Clause, the PCC shall have the option to apply pertinent provisions of R.A. 11917 and other applicable charges without prejudice to the filing of criminal charges.

In the event that the disclosure of confidential information and on documents is made by the Service Provider to any person or entity after the termination of this contract with the PCC, the latter shall have the right to seek redress and compensation through legal proceedings in a court of law.

X. INFORMATION SECURITY AND NON – DISCLOSURE AGREEMENT

To ensure protection of PCC information assets, the Service Provider is expected to observe and abide by the established PCC Information Security Management System.

The PCC shall require the Service Provider to enter into a Non-disclosure Agreement that shall further specify the confidentiality obligations of the Service Provider.

All data, documents, records, backup files, configuration files and metadata (collectively "Information") to be provided to the Service Provider for purposes of delivering the Project are considered confidential information and shall remain the sole property of PCC. The Service Provider shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of these Information by any third person or entity. The Service Provider shall not use the Information for any purpose other than in connection with the Project. The Service Provider shall ensure that it will not retain, after completion of the Project with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

Upon completion of the Project, any and all Information shall be deleted by the Service Provider. The Service Provider shall not keep any copy of the Information in either digital or physical format, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.

XI. LIQUIDATED DAMAGES

In case of delay in the delivery of expected units, the amount of the liquidated damages shall be at least equal to one-tenth (1/10) of one percent (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 Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

XII. DISPUTE RESOLUTION

A. 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.

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

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

Prepared By:

Mark Jayson R. Fajutnao
Supply Officer III, AO-GSD

Reviewed By:

Rommel R. Oira
Chief Administrative Officer, AO-GSD

Approved by:

Jeson Q. de la Torre
Director IV, Administrative Office

CONFORME:

_____

Name and Signature of Authorized Representative

_____

Designation

_____

Name of Company

_____

Date