

REQUEST FOR PROPOSAL

Procurement of Catering Services for the Malaysia Competition Commission (MyCC) Benchmarking Visit to PCC

P.R. No./Date Received: **2023-08-0146 / 14 August 2023**

RFQ/P No. / Date: **2023-08-0134 / 18 August 2023**

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 **Terms of Reference** subject to the Terms and Conditions and within the **Approved Budget for the Contract**.

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

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual
- PhilGEPS Registration Number
- Omnibus Sworn Statement (To be issued prior to issuance of Award)
- Signed Terms of Reference
- Signed Request for Proposal

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 procurementunit@phcc.gov.ph or (assigned PBAC Sec email ivabano@phcc.gov.ph) on or before **22 August 2023, 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 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 **Terms of Reference**.
- 10 Please note that the award of the procurement is on a **per lot basis**.

Very truly yours,



ATTY. JOSEPH MELVIN B. BASAS
PBAC Chairperson

Item	Unit	QTY	ABC		Project Title	Unit Cost (PhP)	Total Amount (PhP)
			Unit Cost	Total		(To be filled out by the supplier)	
1	Lot	1	₱ 120,000.00	₱ 120,000.00	Procurement of Catering Services for the Malaysia Competition Commission (MyCC) Benchmarking Visit to PCC		
<i>(Please see attached Terms of Reference)</i>							
Total Lot ABC			₱ 120,000.00		TOTAL Amount (Per Lot):		
Delivery Instructions:						<i>(Please see attached Terms of Reference)</i>	

*(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 : _____



**TERMS OF REFERENCE
PROCUREMENT OF CATERING SERVICES FOR THE MALAYSIA COMPETITION
COMMISSION (MYCC) BENCHMARKING VISIT TO THE PCC OFFICE
ON 24 AUGUST 2023**

I. Background and Objective

The Philippine Competition Commission (PCC) is an independent quasi-judicial body mandated to implement Republic Act No. 10667 or the Philippine Competition Act (PCA). The PCA prohibits anti-competitive agreements, abuses of dominant position and anti-competitive mergers and acquisition, as the law aims to enhance market competition for the benefit of consumers and businesses.

Pursuant to Sections 12 (p) and (q) of the PCA, which mandates the PCC to act as the official representative of the Philippine government in international competition matters and promote capacity building and the sharing of best practices with other competition-related bodies, the International Affairs Division of the Office of the Chairperson will host a Benchmarking Visit for the Malaysia Competition Commission (MyCC).

II. Participants

The Benchmarking Visit with MyCC shall be held on **24 August 2023** at the 25th and 9th floor of Vertis North Corporate Center I and will gather a total of **forty (40)** participants from MyCC and PCC.

III. Requirements

A. Menu (minimum requirement)

All foods to be served must be **halal certified**

Lunch	<ul style="list-style-type: none"> • Soup • Salad • Appetizer • Three (3) Main Dishes with choices of Beef, Chicken, and Seafood • One (1) vegetable dish • Two (2) desserts
Dinner	<ul style="list-style-type: none"> • Soup • Salad • Appetizer • Four (4) Main Dishes with choices of Beef, Chicken, and Seafood • One (1) vegetable dish • Three (3) desserts
Drinks	<ul style="list-style-type: none"> • Free flowing coffee, tea, juice, or iced tea and water • Free flowing nuts and candies

B. Serving Schedule

Lunch - 11:25AM
Dinner - 5:15PM

C. Scope of Work

1. Ingress at least 1 hour before the program. Set-up must be complete by 08:45AM.
2. Provider must provide menu for the Lunch and Dinner for review of the end-user prior to finalization of menu.
3. Ensure quality of food prior to actual serving.
4. Glasses to be used for drinking must be a goblet. Utensils like spoons, forks, plates, etc., must be sparkling clean and of high quality for VIPs. Table napkins must be clean and fresh.
5. Food must be in a food warmer to preserve warmth and freshness of food to be served. Nuts and candies must be in a presentable serving dish.
6. Set up at least two (2) managed Buffet station and one (1) drinks station, well- arranged and covered by clean and presentable linen;
7. Must have at least three (3) staff/servers for the assistance in distribution of food and drinks and one (1) supervisor/coordinator as the point person during the event.
8. Must provide floor cover for the buffet and drinks station to protect the permanent carpet flooring from food and drinks spillage.
9. All food and items must be delivered two (2) hours before the serving time.
10. Ensure cleanliness of the buffet area all the time.

IV. Approved Budget for the Contract (ABC)

The ABC is One Hundred Twenty Thousand Pesos (Php120,000.00), inclusive of all applicable government taxes and service charges.

V. Mode of Procurement

The mode of procurement shall be Negotiated Procurement - Small Value Procurement under Section 53.9 of the Revised IRR of R.A. No.9184.

VI. Payment Scheme

Full payment of the contract shall be within Fifteen (15) calendar days after the issuance of the following:

- a. Billing statement by the Service Provider; and
- b. Certificate of Satisfactory Service Rendered issued by PCC. Payment shall be released and collected within the PCC premises.

VII. 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 ten percent (10%) of the contract price by the winning service provider. In addition, the PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

VIII. Dispute Agreement/Resolution

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 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.

Approved by:



NINA REMEDIOS R. MEJIA
Head Executive Assistant
End-user, Authorized Representative

CONFORME:

Name of Consultant

Signature of Consultant

Designation

Date