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REQUEST FOR PROPOSAL

Supply, Delivery, and Installation of Heat Reflective Film on the Perimeter Glass Windows of the 25th Floor Offices of the PCC

P.R. No./Date Received: 2023-10-0219 / 14 November 2023

RFQ/P No. / Date: 2023-11-0226 / 28 November 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 Scope of Work 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 Registration Number
Omnibus Sworn Statement (To be issued prior to issuance of Award)
Signed Scope of Work
Signed Request for Proposal

This pro-forma quotation may be 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 arrebanal@phcc.gov.ph) on or before 04 December 2023, 12:00 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 Scope of Work.
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

Table with columns: Item, Unit, QTY, Unit Cost, ABC, Project Title, Unit Cost (PhP), Total Amount (PhP). Includes row for 'Supply, Delivery, and Installation of Heat Reflective Film...' and a 'Total Lot ABC' summary row.

(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 :



## SCOPE OF WORK

### Supply, Delivery, and Installation of Heat Reflective Film on the Perimeter Glass Windows of the 25<sup>th</sup> Floor Offices of the PCC

#### I. Rationale

The Administrative Office - General Services Division (AO-GSD) provides general support services to ensure the functionality, safety, and proper upkeep of the PCC office facilities.

To promote productivity and provide a sound working environment for the employees in the workplace, the AO-GSD, as the End-user, intends to improve the perimeter glass windows of the 25<sup>th</sup> floor office to mitigate the high temperature within the window perimeters with direct sunlight, especially during the summer month.

Thus, a Service Provider for the Supply, Delivery, and Installation of Heat Reflective Film on the Perimeter Glass Windows of the 25<sup>th</sup> Floor Office ("Project") shall be engaged by the Procuring Entity.

#### II. Technical Specifications

Material*	Film coating (Similar to the currently installed film at the Executive Offices)
<b>Total Perimeter Glass Window Surface Area</b>	1,029 sq.ft.
<b>Visibility</b>	Clear / Neutral / Bluish
<b>Visible Light Transmittance</b>	49% (minimum)
<b>Total Solar Energy Rejected</b>	51 % (minimum)

**\*Note: In order to match the existing film, the prospective Service Providers are advised to conduct ocular inspection prior submitting a bid.**

#### III. Scope of Services

- A. The Service Provider shall perform the following functions and responsibilities:
1. Submit the product data sheet and sample material to the authorized representative/s of the End-user prior to the commencement of work for proper documentation and reference.
  2. Ensure that the necessary documents (e.g., gate passes, work permits, job hazard

analysis, list of personnel & equipment) are in place prior to performing the works of the Project;

3. Provide all the necessary materials, tools and equipment for the completion of the Project;
4. Perform the necessary work activities during weekends (Saturdays and Sundays) from 8:00 AM to 8:00 PM or weekdays (Monday to Friday) from 6:00 PM to 6:00 AM, subject to proper coordination and approval by the End-user;
5. Ensure that noisy works, if any, shall be minimal, always maintain a clean work area, contain all debris and generated wastes within the work area and ensure proper disposal after every workday;
6. Conduct a joint inspection with the End-user to ensure satisfactory work has been rendered.

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

1. Submit the necessary documents to the VNCC building management for approval of necessary permits received from the Service Provider prior to the commencement of activities for the Project;
2. Monitor the activities during contract implementation of the Project; and
3. Issue a Certificate of Satisfactory Services Rendered (CSSR) after the duration/completion of the project.

**IV. Schedule of Requirements and Contract Duration**

No.	Work Activity	Duration
1	Mobilization	Within two (2) calendar days from the Service Provider's acceptance of the Job Order (JO)
2	Installation of Heat Reflective Film on the Perimeter Glass Windows of the following offices: A. Administrative Office B. Finance and Planning Management Office C. Communications and Knowledge Management Office D. Competition Enforcement Office E. Office of the General Counsel F. Mergers and Acquisitions Office G. Economics Office	Within eleven (11) calendar days after the completion of the Mobilization

No.	Work Activity	Duration
3	Joint inspection and Demobilization	Within two (2) calendar days after the completion of the installation of Heat Reflective Film on the Perimeter Glass Windows
<b>Total Duration</b>		<b>Fifteen (15) Calendar Days</b>

The contract period shall be for a period of fifteen (15) calendar days upon acceptance of the Job Order by the Service Provider.

**V. Approved Budget for the Contract**

The Approved Budget for the Contract is **One Hundred Eighty Thousand Pesos (PhP180,000.00)**, 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 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

**VII. Payment Scheme**

The Service Provider shall issue a Statement of Account (SOA) or Billing Statement (BS) upon completion of the following deliverables:

- Submission of the product data sheet and material sample
- Installation of the heat reflective film
- Joint inspection report

The PCC shall pay the Service Provider within fifteen (15) calendar days upon receipt of the deliverables and issuance of a CSSR by the End-user. Payment shall be released within PCC premises.

**VIII. Warranty**

The Service Provider shall provide a warranty for at least five (5) years on all materials, parts and components of the Project against any defects (such as but not limited to bubbling, delamination, discoloration, peel-off). This warranty shall include replacement of materials, parts and/or components within 10 calendars days after the receipt of the report from the PE, inclusive of all applicable fees at no additional cost to PCC. The warranty period shall commence upon approval and acceptance of the **Warranty Security** by the Parties.

**IX. Liquidated Damages**

In case of a delay in the delivery of the expected service, 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 PCC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

**X. 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").

Prepared by:

Reviewed by:

  
**MEONEL B. NUNEZ**  
Administrative Officer II, GSD

  
**ROMMEL R. OIRA**  
Chief Administrative Officer, GSD  


Approved by:

  
**JESON Q. DE LA TORRE**  
Director IV  
Administrative Office

**CONFORME:**

\_\_\_\_\_  
Name of Service Provider

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Designation

**DATE:**

\_\_\_\_\_