

REQUEST FOR PROPOSAL

Provision of Food and Catering Services relative to the conduct of the Competition Local Advocacy Network (CLAN) Orientation on the Philippine Competition Act (PCA) and National Competition Policy (NCP) at Negros Oriental State University.

P.R. No./Date Received: 2024-06-0128 / 11-June-2024

RFP No. / Date: 2024-07-0154 / 03-July-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:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual
- PhilGEPS Registration Number
- Omnibus Sworn Statement
- Signed Request for Quotation
- Signed 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 procurementunit@phcc.gov.ph or hsverches@phcc.gov.ph on or before **09 July 2024 , 5:00 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 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 **Technical Specifications**.
10. Please note that the **award of the procurement is on a per lot basis**.

Very truly yours,



ROMMEL R. OIRA
PBAC Head Secretariat

Item	QTY	Unit	ABC	Project Title	Total Amount
					(To be filled-out by the supplier)
1	1	Lot	₱75,750.00	Provision of Food and Catering Services relative to the conduct of the Competition Local Advocacy Network (CLAN) Orientation on the Philippine Competition Act (PCA) and National Competition Policy (NCP) at Negros Oriental State University.	
<i>(Please see attached Technical Specifications)</i>					
Total Lot ABC			₱75,750.00	TOTAL Amount:	
Delivery Instructions:				<i>(Please see attached Technical Specifications)</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 : _____



TECHNICAL SPECIFICATIONS

PROVISION OF FOOD AND CATERING SERVICES RELATIVE TO THE CONDUCT OF THE COMPETITION LOCAL ADVOCACY NETWORK (CLAN) ORIENTATION ON THE PHILIPPINE COMPETITION ACT (PCA) AND THE NATIONAL COMPETITION POLICY (NCP) AT NEGROS ORIENTAL STATE UNIVERSITY

I. RATIONALE

The Philippine Competition Commission (PCC), through its Communications and Knowledge Management Office- Capacity Building and Advocacy Division (CKMO- CBAD), has launched its second strategic initiative profile, the Champions of Competition Program, last FY 2023. One of the projects under the said program is the Competition Local Advocacy Network (CLAN), which aims to leverage the presence of extension units of state universities and colleges (SUC) in areas outside the National Capital Region to increase knowledge about the Philippine Competition Act (PCA) and PCC's mandate among stakeholders in those areas.¹

In pursuit of the CLAN Project, the PCC has entered into a three-year Partnership Agreement (PA) with Negros Oriental State University (NORSU) on 28 November 2023. Under the PA, the NORSU CLAN Training Team will conduct orientation seminars on the PCA and the National Competition Policy (NCP). In support of this, the PCC shall provide for food provision for the events. The NORSU CLAN Training Team has proposed to conduct their orientation seminars on 24 July and 27 September 2024.

II. PARTICIPANTS, SCHEDULE, AND VENUE

Schedule		Number of Pax
First Run	24 July 2024	75 pax (including participants, facilitators, and secretariat)
Second Run	27 September 2024	75 pax (including participants, facilitators, and secretariat)
TOTAL (for both runs)		150 pax

The event will be held at Negros Oriental State University (NORSU), Kagawasan Avenue, Dumaguete, Negros Oriental.

¹ PCC's Concept Note on the Champions of Competition Program FY 2022-2024.

III. SCOPE OF WORK AND JOB 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 and Location

- Must be able to provide Catering Services on the abovesaid schedules at Negros Oriental State University (NORSU), Kagawasan Avenue, Dumaguete, Negros Oriental.
 - The winning bidder shall provide catering services for **150 pax: 75 pax for the first run (24 July) and 75 pax for the second run (27 September)**; and
 - Serve lunch and snacks in a setup specified in the Service Requirements below.

B. Meal and Service Requirement

- AM and PM snacks and buffet lunch for 150 pax (*specific number of pax per run varies, as per Section II*)

MEAL	SETUP
Lunch	To include the following: <ul style="list-style-type: none"> - One (1) soup or one (1) vegetable dish - Two (2) meat dishes (fish/chicken and pork/beef) - Rice - Dessert - Drinks: One (1) round of iced tea or fruit juice - Set-up: banquet tables and chairs for the number of pax per run with excess of 10% of the total number for contingency (supplier’s own)
AM Snacks	Plated servings of one (1) heavy meal (pasta, savory bread, etc.) and one round of iced tea or fruit juice for the number of pax per run
PM Snacks	Plated servings of one (1) heavy meal (pasta, savory bread, etc.) and one round of iced tea or fruit juice for the number of pax per run

- Allot time for ingress at least (1-2) hours before the program starts at 8:00AM;
- Setup of free-flowing coffee throughout the function hall, with provision for water station, including appropriate and sufficient glasses and cups;
- Proposed menu must be submitted to PCC for selection and approval;
- Set-up at least one (1) managed buffet station;

- Provision of appropriate glassware/ceramic ware and flatware to be used during meals both for the plated and buffet 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 two (2) uniformed waiters to assist in the distribution of food during the activity;
- Secure entrance permit/s from the NORSU, if necessary;
- Ensure food safety and the quality of the food to be served;
- Egress immediately after the program at 5:00 PM; and
- Ensure proper cleanup of garbage after the activity.

IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is computed at **Seventy-five Thousand Seven Hundred and Fifty Pesos (Php75,750.00)** for the number of participants for both runs guaranteed in this document, and inclusive of all applicable government taxes and service charges. In the case of additional participants, cost per participant will be charged accordingly. 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.

V. MODE OF PROCUREMENT

The mode of procurement shall be Negotiated Procurement-Small Value Procurement (SVP) pursuant to the provisions of R.A. 9184 and its revised IRR.

VI. PAYMENT SCHEME

Payment shall be made to the provider according to the schedule below:

Schedule	Percent of Contract Amount
Upon signing of contract and submission of billing statement by the Service Provider for the percent of the contract amount	20%
Payment within fifteen (15) business days after the conduct of the first run on 24 July 2024 upon issuance of the billing statement by the Service Provider and a Certificate of Satisfactory Service by PCC.	50%
Payment within fifteen (15) business days after the conduct of the second run on 27 September 2024	30%

upon issuance of the billing statement by the Service Provider and a Certificate of Satisfactory Service by PCC.	
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Payment shall be released and claimed within the PCC premises or be credited to the provider's bank account, net of applicable transfer charges.

VII. REBOOKING AND REFUND POLICY

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

- Fortuitous events (e.g. natural disasters)
- Sickness and other medical emergencies
- Other important meetings/engagements requiring the presence of PCC officials.

VIII. LIQUIDATED DAMAGES

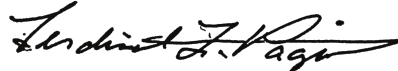
Failure to comply with the terms and conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to one-tenth of one percent (0.001) of the cost of underperformed portion for every day of delay. If the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the PCC reserves the right to rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

IX. 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 order of application. The venue of proceedings shall be in Quezon City, Philippines.

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:



FERDINAND L. PAGUIA

Abanias **OIC- Director IV, PCC-CKMO** *[Signature]*

Date: June 10, 2024

Conforme:

Name and Signature of Authorized Representative

Designation

Company

ANNEX A

Particulars	NAME OF SERVICE PROVIDER	
	Availability (Mark with "X")	Remarks
A. Availability		
- Able to provide catering services on 24 July 2024 and 27 September 2024.		
- Provide catering services for 150 persons (<i>specific number of pax per run varies, as per Section II</i>)		
B. Food Services Requirement		
- Provision of lunch, snacks, and drinks as specified in Section III-B		
- Setup of free-flowing coffee throughout the function hall, with provision for water station, including appropriate and sufficient glasses and cups;		
- Proposed menu must be submitted to PCC for selection and approval;		
- Set-up at least one (1) managed buffet station;		
o Provision of appropriate glassware/ceramic ware and flatware to be used during meals both for the plated and buffet set-up;		
o Provision of well-arranged and covered setup with clean and presentable linen; and		
o 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 two (2) uniformed waiters to assist in the distribution of food during the activity;		
- Secure entrance permit/s from the NORSU, if necessary;		
- Ensure food safety and the quality of the food to be served; and		
- Ensure proper cleanup of garbage after the activity		
C. Payment Scheme		
Payment shall be made to the provider according to the schedule below: 20% - Upon signing of contract and billing statement by the Service Provider for the percent of the contract amount 50% - Payment within fifteen (15) business days after the conduct of the first run on 24 July 2024 upon issuance of the billing statement by the Service Provider and a Certificate of Satisfactory Service by PCC.		

Particulars	NAME OF SERVICE PROVIDER	
	Availability (Mark with "X")	Remarks
30% - Payment within fifteen (15) business days after the conduct of the second run on 27 September 2024 upon issuance of the billing statement by the Service Provider and a Certificate of Satisfactory Service by PCC.		
<p>FINANCIAL PROPOSAL</p> <p>The ABC is computed at Seventy-five Thousand Seven Hundred and Fifty Pesos (Php75,750.00) for the number of participants for both runs guaranteed in this document, and inclusive of all applicable government taxes and service charges. In the case of additional participants, cost per participant will be charged accordingly. 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.</p>		

Conforme:

Name and Signature of Authorized Representative

Designation

Company

Date