

**REQUEST FOR PROPOSAL**

**Provision of Food and Catering Services for the Commission Planning**

P.R. No./Date Received: **2024-07-0145 / 08 July 2024**

RFP No. / Date: **2024-07-0165 / 19 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:**

- Valid Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPs Registration Number
- Notarized Omnibus Sworn Statement (to be submitted prior to the issuance of JO)
- Signed Request for Proposal
- Signed Detailed Technical Specifications

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 [procurement@phcc.gov.ph](mailto:procurement@phcc.gov.ph) or [mrfajutnao@phcc.gov.ph](mailto:mrfajutnao@phcc.gov.ph) on or before **July 29, 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 **Technical Specifications**.
10. Please note that the **award of the procurement is on a per lot basis**.

Very truly yours,

JESON Q. DE LA TORRE  
PBAC Chairperson

| Item                          | QTY | ABC                 | ITEMS   | Unit Price                         | Total Amount |
|-------------------------------|-----|---------------------|---|------------------------------------|--------------|
|                               |     |                     |   | (To be filled-out by the supplier) |              |
| 1                             | 1   | ₱ 234,000.00        | Provision of Food and Catering Services for the Commission Planning |                                    |              |
| <b>Total ABC</b>              |     | <b>₱ 234,000.00</b> | <b>TOTAL Amount: (Lot purchase):</b>                                |                                    |              |
| <b>Delivery Instructions:</b> |     |                     | <i>(Please refer to the Detailed 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 SERVICE FOR THE COMMISSION PLANNING

#### I. RATIONALE/OBJECTIVE

The Philippine Competition Commission (PCC) maintains an Organizational Planning System (POPS) which prescribes the framework, processes, and timelines in the development, implementation, monitoring, and evaluation of its organizational plans.

In line with the implementation of POPS and PCC's Strategic Plan for FY 2024-2028 which outlines its envisioned contributions to the thrusts and priorities of the current administration, the agency must revisit identified strategic issues, evaluate its organizational performance, address operational issues, and undertake the necessary recalibration of organizational targets and initiatives to ensure maximum organizational efficiency.

In this regard, the agency shall conduct the PCC Organizational Planning Workshop for FY 2025-2026 which shall include the Commission Planning activity.

#### II. AVAILABILITY

The service provider must be available on the following dates:

- 14 August 2024 (10:00 AM to 8:00 PM)
- 15 August 2024 (7:00 AM to 2:00 PM)

#### III. PARTICIPANTS

Seventy-eight (78) PCC personnel are expected to participate in the activity.

#### IV. REQUIREMENTS

##### A. Food Services Requirements

The venue must be able to provide food and drinks for the following days:

| Commission Planning                                    |                |                |                     |
|--|----------------|----------------|---------------------|
| Meal Setup   | 14 August 2024 | 15 August 2024 | Schedule of serving |
| Buffet breakfast with one round of coffee, iced tea or | N/A            | ✓              | 7:00 AM             |

|   |   |     |         |
|---|---|-----|---------|
| lemonade  |   |     |         |
| <b>Plated morning snack</b> with one round of iced tea or lemonade  | ✓ | ✓   | 10:00AM |
| <b>Buffet lunch</b> (which includes soup, 1 vegetable dish, 2 meat dishes {fish, chicken, pork or beef}, rice, dessert with fresh fruits) with one round of iced tea or lemonade  | ✓ | ✓   | 11:00AM |
| <b>Plated afternoon snack</b> with one round of iced tea or lemonade  | ✓ | N/A | 02:30PM |
| <b>Buffet Dinner</b> (Which includes soup, 1 vegetable dish, 2 meat dishes {fish, chicken, pork or beef}, rice, dessert with fresh fruits) with one round of iced tea or lemonade | ✓ | N/A | 07:00PM |

\* Free-flowing coffee and/or tea and drinking water station during the activity

\* Provision of mints/candies

\* Free twenty (20) cans of Coca-cola soft drinks

## B. Scope of Work

- Provide meals and drinks on the 14 and 15 August 2024.
- Prepare a menu for the end-user's selection of buffet breakfast, AM/PM snacks and buffet lunch/dinner within 5 calendar days before the activity;
- Ensure quality of food and drinks prior to actual serving (i.e., temperature of the food, no spillage) and cleanliness of dinnerware and utensils to be used;
- In case of packed meals, food tubs/containers with disposable cutlery and serviette must be included;
- Ingress at 9:00 AM on 14 August 2024 and 6:00 AM on 15 August 2024, 1 hour before serving the first meal;
- Set up at least one (1) managed food station, well-arranged and covered by navy-blue or white linen at the PCC's identified Commission Planning venue in Tagaytay City;

- Must have at least two (2) staff/server to serve food and drinks, and one (1) coordinator on 14 and 15 August 2024; and
- Egress immediately after the activity.

### **C. Client's Satisfactory Rating**

With satisfactory rating from the previous clientele.

### **D. Other Requirements**

1. At least three (3) years of continuous business operation with experience in catering services for corporate meetings in private and/or government agencies/corporations;
2. Possess valid business permits necessary for the operation of a business providing catering services;
3. PhilGEPS registered; and
4. Rebooking and Refund Policy
  - a. Must have free rebooking and/or refund policies relative to work suspensions or travel restrictions based on resolution and pronouncements made by relevant national government agencies, or concerned Local Government Units; and
  - b. Reservation dates can be amended within one (1) year from the original dates in the event of any following inevitable circumstances and emergency cases at least three (3) days prior to the arrival at the venue:
    - i. Fortuitous events (e.g., natural disaster)
    - ii. Sickness and other medical emergencies
    - iii. Other important meetings/engagements requiring presence of PCC officials (i.e., Budget Hearing, Legislative Sessions)

### **V. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The total ABC for this procurement is Two Hundred Thirty-Four Thousand Pesos (Php 234,000.00), inclusive of all applicable government taxes and service charges.

## **VI. MODE OF PROCUREMENT**

The mode of procurement shall be Negotiated Procurement, which covers the provision of food and catering services, provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

## **VII. PAYMENT SCHEME**

Full payment of the contract shall be paid within fifteen (15) working days after the issuance of the following:

- a. Billing statement by the Service Provider; and
- b. Certificate of Satisfactory Service issued by PCC

## **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 (1%) of the cost of unperformed portion of 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 the contract, without prejudice to other courses of action and remedies open to it.


## **IX. DISPUTE AGREEMENT/RESOLUTION**

- a. Should there be 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:

Approved by:

  
**JOSEPH D. BERNAT**  
Planning Officer V  
FPMO-Corporate Planning and  
Management Division

  
**ATTY. JOSEPH MELVIN B. BASAS**  
Director IV  
Finance, Planning and Management Office

**CONFORME:**

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

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

\_\_\_\_\_  
Designation

Date: \_\_\_\_\_

**Signature:**   
**Email:** rroira@phcc.gov.ph