

## REQUEST FOR PROPOSAL

### Supply and Installation of Recliner Seats for the Motor Vehicles of the Philippine Competition Commission

P.R. No./Date Received: **2023-09-0185 / 22 September 2023**

RFQ/P No. / Date: **2023-10-0197/ 25 October 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 Quotation/Proposal:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Notarized Omnibus Sworn Statement (To be issued before award of contract)
- Signed Request for Proposal
- Signed Scope of Work

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 [mbnunez@phcc.gov.ph](mailto:mbnunez@phcc.gov.ph) or [procurement@phcc.gov.ph](mailto:procurement@phcc.gov.ph) on or before **03 November 2023, 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 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

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	₱ 341,000.00	₱ 341,000.00	Supply and Installation of Recliner Seats for the Motor Vehicles of the Philippine Competition Commission		
<i>(Please see attached Scope of Work)</i>							
<b>Total Lot ABC</b>			<b>₱ 341,000.00</b>		<b>TOTAL Amount (Per Lot):</b>		
<b>Delivery Instructions:</b>						<i>(Please see attached Scope of Work)</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 : \_\_\_\_\_

## SCOPE OF WORK

### Supply and Installation of Recliner Seats for the Motor Vehicles of the Philippine Competition Commission

#### I. BACKGROUND

The Administrative Office – General Services Division (AO-GSD) provides general support services including the provision of motor vehicles to effectively carry out the mandated functions, operational and administrative requirements of Philippine Competition Commission (PCC).

The Supply and Installation of Recliner Seats for the Motor Vehicles of the Philippine Competition Commission (the “Project”) is essential to meet its operational and administrative requirements related to the PCC health and wellness program in providing comfort to PCC personnel during long travels by land in conducting investigations, covert activities, field missions, dawn raids, serving of summons and subpoenas, and other official travels. Hence, the PCC will engage a qualified Service Provider to perform the necessary works for the Project.

#### II. TECHNICAL SPECIFICATIONS

Lot	Typology	No. of Motor Vehicles	Minimum Specifications
1	<p>Year: 2023</p> <p>Model: Toyota Hiace Commuter</p> <p>Seating Capacity: 15- person seating capacity (including driver)</p>	Two (2) Units	<p><b>I. Seat Materials</b></p> <ol style="list-style-type: none"> <li>1. Driver Row: Genuine leather seat cover only</li> <li>2. 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Passenger Rows: High density polyurethane foam with synthetic leather seat cover</li> <li>3. Color: Matching shade of black</li> </ol> <p><b>II. Seat Mechanism</b></p> <ol style="list-style-type: none"> <li>1. 1<sup>st</sup> Front Passenger Row: Two (2) new recliner seats with headrests including one (1) extended jump seat</li> <li>2. 2<sup>nd</sup> Middle Passenger Row: Two (2) new recliner seats with headrests including one (1) extended jump seat</li> </ol>



Lot	Typology	No. of Motor Vehicles	Minimum Specifications
			3. 3 <sup>rd</sup> Back Passenger Row: New bench-type with three (3) headrests; fold and tumble release mechanism
<p>Other Specifications:</p> <ol style="list-style-type: none"> <li>1. Sample designs are provided in <b>Annex “A”</b>.</li> <li>2. All items, parts, materials, and supplies should be compatible with 2023 Toyota Hiace Commuter.</li> <li>3. Carpet flooring with same color as the existing item shall be replaced due to conversion.</li> <li>4. Any rectification works (i.e. priming and repainting works on drilled surfaces/connections) shall be performed to ensure quality of workmanship</li> </ol>			

### III. QUALIFICATIONS OF THE SERVICE PROVIDER

1. The Service Provider must have a service center located within the National Capital Region or nearby regions within a twenty-kilometer (20-km) radius from the PCC office.
2. The Service Provider shall have at least one (1) Service Adviser or one (1) Sales Adviser available as the need arises to attend to the concerns of the AO-GSD as the authorized representative/s of the PCC (the “End-user”).

### IV. RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service Provider shall have the following responsibilities:

1. Ensure that the motor vehicles are secured and properly handled during the implementation of the Project.
2. Dismantle the existing passenger seats including parts and accessories that will be replaced with recliner seats and surrender the dismantled items to the End-user for proper disposal.
3. Ensure all items, parts and materials to be supplied and installed are compatible with the typology of the motor vehicles.
4. Supply and install the recliner seats and other necessary items, parts, and materials to complete the Project as specified in the Technical Specifications (see Section II).
5. Provide the End-user the pre-inspection report before the motor vehicle conversion and the post-inspection report after the motor vehicle conversion.
6. Ensure that other supporting documents (e.g. vehicle checklists, service orders, etc.) are available upon request of the End-user.
7. Allow the End-user to inspect the works being performed to the motor vehicles during implementation of the Project.

8. Issue a guaranty / warranty cover to the PCC upon completion of the Project.

## **V. CONTRACT DURATION**

The Project shall have a duration of **thirty (30) calendar days** which shall commence upon acceptance of the Job Order (the “Contract”) by the Service Provider.

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

The ABC for the project is **Three Hundred Forty-One Thousand Pesos (PhP341,000.00)**, inclusive of all applicable government taxes, fees and charges. The Contract price shall include all the costs and profits arising from or in relation to the services rendered within the duration of the Contract.

## **VII. MODE OF PROCUREMENT**

The mode of procurement shall be **Negotiated Procurement – Small Value Procurement** in accordance with the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

## **VIII. PAYMENT SCHEME**

The Service Provider shall submit a Statement of Account (SOA) or Billing Statement (BS), whichever is applicable upon completion of the Project. The PCC shall pay the Service Provider within fifteen (15) calendar days upon receipt from the Service Provider of said SOA/BS, whichever is applicable, and issuance of the Certificate of Satisfactory Services Rendered by the End-user. Payment shall be made within PCC premises.

## **IX. WARRANTY**

The Service Provider shall be required of a warranty security for one (1) year on all works of the Project in accordance with Section 62 of the Revised IRR of RA 9184. This warranty security shall include corrective actions such as replacement of items, materials, parts, and components against any defects, at no additional costs to the PCC. The obligation for the warranty shall be covered by either retention money or a special bank guarantee amounting to one percent (1%) of the total e service provider upon completion of the warranty period.

## **X. LIQUIDATED DAMAGES**

If the Service Provider fails to deliver any or all of the goods and/or to perform the services within the duration of the Project, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay, provided that

the maximum deduction shall be ten percent (10%) of the total amount of the Contract. In case the total sum of liquidated damages reaches ten percent (10%) of the total Contract price, the Procuring Entity reserves the right to rescind the Contract, without prejudice to other courses of action and remedies open to it.


**XI. DISPUTE RESOLUTION**

- A. Should any dispute related to the Contract and/or rights of the PCC and Service Provider (“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:

Reviewed by:

  
**NES JUSTINE L. TORRES**  
Administrative Officer II, GSD

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

Approved by:

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

CONFORME:

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Designation / Position

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

Sample Design of Recliner Seats



