

**REQUEST FOR PROPOSAL**

**Supply and Delivery of New Fire Extinguisher Units and  
Maintenance and Refill of Fire Extinguisher Units for the Philippine Competition Commission**

P.R. No./Date Received: 2024-04-0090/ 22 April 2024 & 2024-06-0130/ 14 June 2024

RFQ/P No. / Date: 2024-06-0137 / 27 June 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
- Notarized Omnibus Sworn Statement
- Signed Request for Proposal
- Signed Detailed 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 [procurement@phcc.gov.ph](mailto:procurement@phcc.gov.ph) or [mbnunez@phcc.gov.ph](mailto:mbnunez@phcc.gov.ph) on or before **03 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 item basis**.

Very truly yours,

DIR. JESON Q. DE LA TORRE  
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	40	₱ 6,200.00	₱ 248,000.00	Supply and Delivery of New Fire Extinguisher Units for the 9th Floor PCC Office (Chemical Type: HCFC-123; Capacity: 10 lbs/unit)		
2	lot	27	₱ 1,200.00	₱ 32,400.00	Supply and Delivery of New Fire Extinguisher Units with Bracket for PCC Motor Vehicles (Chemical Type: Dry Chemical; Capacity: 3 lbs/unit)		
3	lot	1	₱ 203,000.00	₱ 203,000.00	Maintenance and Refill of Portable Fire Extinguisher Units for the PCC (Quantity: 58 units; Chemical Type: HCFC-123; Capacity: 10 lbs/unit)		
					<i>(Please see attached Detailed Technical Specifications)</i>		
<b>Total ABC</b>				<b>₱ 483,400.00</b>	<b>TOTAL Amount (Per Item):</b>		
<b>Delivery Instructions:</b>					<i>(Please see attached 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 : \_\_\_\_\_





# ITEMS NO. 1 & 2

## TECHNICAL SPECIFICATIONS

### Supply and Delivery of New Fire Extinguisher Units for the 9th Floor PCC Office Extension and Motor Vehicles

#### I. ITEM SPECIFICATIONS

Item No.	Description / Specifications	Product Image / Sample	Compliance (“COMPLY” or “NO COMPLY”)
1	Fire extinguisher a. Stored pressure type b. Capacity: 10 lbs. or 4.5kgs. c. Chemical type: HCFC-123 d. Classification: ABC e. Inclusive of complete accessories, tags and labels		
2	Fire extinguisher a. Stored pressure type b. Capacity: 3 lbs. or 1.3kgs. c. Chemical type: Dry chemical d. Classification: ABC e. Inclusive of complete accessories, mount bracket, tags and labels		
Other Specification:  All items shall comply with the standards under Republic Act No. 9514 (the Fire Code of the Philippines) and other applicable laws, rules and regulations.			

#### II. APPROVED BUDGET FOR THE CONTRACT

The ABC for the Project is Two Hundred Eighty Thousand Four Hundred Pesos (**PhP280,400.00**) inclusive of all applicable taxes, fees and charges.

#### III. MODE OF PROCUREMENT

The Mode of Procurement shall be Negotiated Procurement – Small Value Procurement as provided under Section 53.9 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

#### **IV. DELIVERY PERIOD AND TERMS**

The delivery period shall be within fifteen (15) calendar days from the receipt and acceptance of the Purchase Order (Contract). The place of delivery shall be at the 9<sup>th</sup> Floor Vertis North Corporate Center I, North, Avenue, Quezon City.

#### **V. PAYMENT SCHEME**

The Procuring Entity (PCC) shall pay the Service Provider within fifteen (15) calendar days upon receipt of the Delivery Receipt and Sales Invoice, subject for inspection and acceptance by the authorized representative/s of the PCC (End-user). Payment shall be made within PCC premises.

#### **VI. WARRANTY**

The Service Provider shall provide a warranty for one (1) year on all items specified in the Item Specifications (Section I) against any defects. This warranty shall include replacement of items, materials, parts and/or components within ten (10) calendars days after the receipt of the report from the End-user, 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 PCC and Service Provider (collectively as "Parties")

#### **VII. LIQUIDATED DAMAGES**

If the Service Provider fails to deliver any or all of the goods and/or to perform the services within the period specified in Section IV above, 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. In case the total sum of liquidated damages reaches ten percent (10%) of the total Contract price, the PCC reserves the right to rescind the Contract, without prejudice to other courses of action and remedies available to it.

#### **VIII. 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 Parties.

Prepared by:



**TEEJAY YOSHIUMI J. SAKUMA**  
Administrative Officer III, GSD

Reviewed by:



**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

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

\_\_\_\_\_  
Date

# **ITEM NO. 3**

## **TECHNICAL SPECIFICATIONS**

### **Maintenance and Refill of Portable Fire Extinguishers for the Philippine Competition Commission**

#### **I. Rationale**

The Administrative Office - General Services Division (AO-GSD) provides general support services to ensure the functionality, safety, secured work environment, and proper upkeep of the office facilities and to promote productivity and efficiency in the workplace.

Fire extinguishers contain extinguishants or chemical agents that have a certain service lifespan and need to be replaced with newer units, or existing units can also be refilled with new chemical agents. With consideration to the cost of new fire extinguishers and to ensure readiness in case of a fire emergency, the AO-GSD, as End-user, intends to maintain and refill the existing fire extinguishers within the office premises.

In this regard, a Service Provider for the Maintenance and Refill of Portable Fire Extinguishers for the Philippine Competition Commission (“Project”) shall be engaged by the Philippine Competition Commission (PCC) as the Procuring Entity.

#### **II. Technical Specifications**

<b>Fire Extinguishers</b>	
1. Quantity	Fifty-eight (58) units
2. Capacity	Ten (10) lbs. per unit
3. Chemical Agent Type	HCFC-123

#### **III. Scope of Services**

A. The Service Provider shall perform the following functions and responsibilities:

1. Ensure compliance with standard practices and regulations in accordance with issuances from the Bureau of Fire Protection and provisions of Republic Act No. 9514 or The Fire Code of the Philippines;
2. Ensure that the necessary documents (e.g., gate passes, work permits, job hazard analysis, list of personnel & equipment, etc.) are submitted to the AO-GSD authorized representative prior to performing the works of the Project;
3. Pull-out the portable fire extinguishers for discharging of old chemical agent and refill the discharged fire extinguishers with new chemical agent, if necessary.
4. Provide service units as replacement of the pulled-out fire extinguishers and may only be retrieved until such time that the newly maintained and refilled units are

returned and delivered to the PCC and accepted by the End-user;

5. Ensure that newly maintained and refilled fire extinguishers are properly sealed, provided with new service and inspection tags, and the pressure gauge levels are restored;
  6. Deliver the newly maintained and refilled fire extinguishers during office hours from 8:00 AM to 5:00 PM (Monday to Friday), subject to proper submission of necessary documents and coordination with the End-user;
- B. The End-user shall perform the following functions and responsibilities:
1. Submit the necessary documents received from the Service Provider to the building management for approval prior to the commencement of work activities for the Project;
  2. Receive the service units in replacement of the pulled-out fire extinguishers and return to the Service Provider until such time that the newly maintained and refilled units are returned and delivered to the PCC;
  3. Inspect and accept the newly maintained and refilled fire extinguishers, and issuance of a Certificate of Satisfactory Services Rendered (CSSR) after the completion of the project.

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

No.	Work Activity	Target Duration
1	Pull-out of portable fire extinguishers	Five (5) calendar days
2	Supply and delivery of service units to the PCC	
3	Maintenance and refill of new chemical agent to the pulled-out fire extinguishers	Twenty (20) calendar days
4	Supply and delivery of newly maintained and refilled fire extinguishers	Five (5) calendar days
5	Return of service units to the Service Provider	
<b>Total Duration</b>		<b>Thirty (30) Calendar Days</b>

The contract period shall be for a period of thirty (30) 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 **Two Hundred Three Thousand Pesos (PhP203,000.00)**, inclusive of all applicable government taxes, service fees and 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 the Delivery Receipt (DR), Statement of Account (SOA) or Billing Statement (BS) upon completion of the work activities. The PCC shall pay the Service Provider within fifteen (15) calendar days upon receipt of the DR, SOA/BS and issuance of a CSSR by the End-user. Payment shall be released within PCC premises, subject to government accounting rules and regulations.

## **VIII. Warranty**

The Service Provider shall provide a warranty for one (1) year on all items, materials, parts and components of the Project against any defects. This warranty shall include replacement of items, materials, parts and/or components within ten (10) calendar days after the receipt of the report from the End-user, 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 PCC and the Service Provider (collectively as “Parties”).

## **IX. Liquidated Damages**

In case of delay in the delivery of 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 Parties.

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Director IV  
Administrative Office

CONFORME:

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Name and Signature of Authorized Representative

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Designation

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Name of Company

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Date