

SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR THE PHILIPPINE COMPETITION COMMISSION

P.R. No./Date Received: **2021-EPA-0020 / 26 November 2020**

RFQ/P No. / Date: **2021-EPA-0031 / 18 December 2020**

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 **Terms of Reference / Technical Specifications Sheet** subject to the Terms and Conditions and within the **Approved Budget for the Contract**.

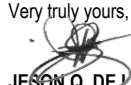
Required Documents/Information to be submitted as Attachments to the Quotation/Proposal:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Notarized Omnibus Sworn Statement
- Signed Terms of Reference / Technical Specifications Sheet (if applicable)

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 or mrfajutnao@phcc.gov.ph on or before **22 December 2020, 5:00PM** 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 **Terms of Reference / Technical Specifications Sheet**.

Very truly yours,


JERSON Q. DE LA TORRE
PBAC Head Secretariat

| Item | QTY | ABC | Technical Specifications | Brand/Model | Unit Price | Total Amount |
|-----------------------------------|-----|---------------------|--|-------------|------------|--------------|
| (To be filled-up by the supplier) | | | | | | |
| 1 | 1 | ₱ 100,000.00 | Supply and Delivery of Purified Drinking Water for the Philippine Competition Commission | | | |
| | | | (Please see attached Terms of Reference) | | | |
| Total Lot ABC | | ₱ 100,000.00 | TOTAL Amount: | | | |
| Delivery Instructions: | | | Please see attached Terms of Reference | | | |

(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

Signature over Printed Name : _____

Designation/Position : _____

Name of Company : _____

Address : _____

Telephone / Fax : _____

E-mail Address: _____

Company Tax Identification Number : _____

TERMS OF REFERENCE

SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR THE PHILIPPINE COMPETITION COMMISSION

I. RATIONALE

The Philippine Competition Commission (“PCC”) is an independent quasi-judicial body created to promote and maintain market competition by regulating anti-competitive agreements, abuse of dominant position, and anti- competitive mergers and acquisitions. The main role of the PCC is to ensure fair competition in the market for the benefit of consumers and businesses.

Considering that an adequate supply of purified drinking water is a fundamental human need and is essential for hydration, the PCC needs to procure the supply and delivery of purified drinking water to ensure the health and well-being of its personnel.

II. SCOPE OF SERVICES

The Services Provider shall provide the following:

| Item No. | Description | Quantity | Schedule of Delivery |
|----------|---|---|---|
| 1 | Water dispenser with options for dispensing both hot and cold water | Two (2) units for the entire duration of the Contract | Immediately upon receipt of the Notice of Award |
| 2 | Five-gallon round containers of Purified Drinking Water | Fifty (50) containers | Weekly |

III. CONTRACT DURATION

The contract period shall be for a period of twelve (12) months from January 1, 2021 to December 31, 2021, extendable on a monthly basis while PCC is procuring the new contract for the courier services, subject to availability of funds.

IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is **One Hundred Thousand Pesos (PhP100,000.00)**, inclusive of all applicable taxes.

The services will be procured through Negotiated Procurement – Small Value Procurement provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

V. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER

- A. Provide PCC with two (2) units of water dispensers with options for dispensing both hot and cold water.
- B. The supplier shall maintain and replace defective water dispensers without cost to PCC.
- C. The supplier shall ensure weekly delivery of at least fifty (50) clean bottles with 5 gallons each of potable water or depending on the needs of PCC based on its weekly consumption.
- D. The supplier shall submit microbiological test results from duly-licensed Environment Health Laboratory Service and/or should have Sanitary Permit/ Certificate of Potability.
- E. The supplier shall defray any permit fee that may be required by the Ayala Property Management Corporation (APMC).

VI. RESPONSIBILITIES OF PCC

- A. PCC shall grant the supplier's authorized representative/s limited access to the designated office of PCC to perform its duties and responsibilities under the contract, provided that such representative/s shall be accompanied by the duly assigned GSD personnel.
- B. PCC shall pay the supplier in accordance with Section VII hereof.

VII. PAYMENT SCHEME

Payment shall be made to the Supplier through check, within fifteen (15) days upon PCC's receipt of the billing/statement of account (based on actual number of bottles

delivered), and subject to the issuance of the PCC of a Certificate of Satisfactory Service Rendered.

VIII. LIQUIDATED DAMAGES

In case of delay in the delivery of expected units, the amount of the liquidated damages shall be at least equal to one-tenth 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 contract, the PCC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

IX. DISPUTE 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 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.

Approved by:


JESON Q. DE LA TORRE
OIC, Administrative Office

Conforme:

Name and Signature of Authorized Representative

Designation:

Company:

Date:

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