

REQUEST FOR QUOTATION

Procurement of Supply, Delivery and Installation of Modular Partition System for the Provision of Storage Space of the PCC Competition Enforcement Office

P.R. No./Date Received: 2021-11-0138/24 November 2021

RFQ/P No. / Date: 2021-11-0140/1 December 2021

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
- Originally Signed Curriculum Vitae
- Notarized Omnibus Sworn Statement (may be submitted prior to the issuance of JO/PO)
- Signed Terms of Reference

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 amfrancisco@phcc.gov.ph on or before **7 December 2021 at 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 **Terms of Reference / Technical Specifications Sheet**.

Very truly yours,

JERON D. DE LA TORRE
PBAC Chairperson

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	1 lot	₱ 120,000.00	Supply, Delivery and Installation of Modular Partition System for Provision of Storage Space of the PCC Competition Enforcement Office (Please see attached Terms of Reference)			
Total Lot ABC		₱ 120,000.00	TOTAL Amount (Lot purchase):			
Delivery Instructions:			<i>Please see attached Terms of Reference</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 : _____



Annex C

TERMS OF REFERENCE

SUPPLY, DELIVERY AND INSTALLATION OF MODULAR PARTITION SYSTEM FOR THE PROVISION OF STORAGE SPACE OF THE PCC COMPETITION ENFORCEMENT OFFICE

I. Rationale

The Philippine Competition Commission (“PCC”) is an independent quasi-judicial body mandated 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.

Section 12(g) of the Philippine Competition Act (“PCA”) empowers the PCC to conduct inspections of premises as part of its investigative tools. In September 2019, the Supreme Court issued the Rule on Administrative Search and Inspection under the Philippine Competition Act (“Rule”) which provides the legal and procedural framework for the conduct of inspections.

The PCC, particularly its Enforcement Office, is currently developing its digital forensics capability to be able to effectively gather and analyze digital evidence obtained during inspection of premises. This initiative includes the establishment of a digital forensics laboratory that shall house digital forensic equipment, digital forensics software, and other digital forensic tools. The construction of the forensics laboratory will displace the existing storage space of the Enforcement Office. Thus, the Enforcement Office will need a service provider to construct a modular partition inside its office that will serve as its storage space.

II. Scope of Services

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

1. Ensure proper supply, delivery, fabrication and installation of the modular partition system in accordance with the Technical Specifications (Annex A) of the Project;
2. Secure the necessary documents (e.g. work permits, job hazard analysis, list of personnel & equipment, gate pass, etc.) prior to the supply and delivery of the Project;
3. Provide all the necessary materials, tools, equipment and accessories for the fabrication, installation and completion of the Project;
4. Fabricate and install the necessary works during Saturdays and/or Sundays from 8:00AM to 5:00PM. The Project may be done during weekdays (Monday to Friday) upon proper coordination and approval by the End-user;
5. Ensure that the modular partition system is structurally sound (i.e. fixed with the proper support and connections to the building structure);



6. Ensure that drilling/noisy works (if any) shall be minimal and maintain a clean work area after completion of the Project and;
7. Issue a Delivery Receipt (DR) and Statement of Account / Billing Statement (SOA / BS) after completion of the Project.

B. The End-user shall perform the following functions and responsibilities:

1. Submit the necessary documents to the building management for approval prior to the supply, delivery, fabrication and installation of the Project;
2. Monitor the activities during contract implementation of the Project and;
3. Issue a Certificate of Satisfactory Services Rendered (CSS) after completion of the Project.

III. Delivery Schedule / Schedule of Requirements

No.	Particulars	Duration
1	Lead time for the supply and delivery of materials to PCC	Fifteen (15) days
2	Fabrication and installation of the wall partition system	Fifteen (15) days
Total Duration		Thirty (30) days

IV. Contract Duration

The contract period shall commence this calendar year 2021 within thirty (30) days upon acceptance of the Job Order / Contract by the Service Provider.

V. Approved Budget for the Contract

The Approved Budget for the Contract is **One Hundred Twenty Thousand Pesos (Php 120,000.00)**, inclusive of all applicable government taxes and service 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 Revised Implementing Rules and Regulations of Republic Act No. 9184.

VII. Payment Scheme

The PCC shall pay the Service Provider within fifteen (15) working days upon receipt of the Delivery Receipt and Statement of Accounts / Billing Statement of the completed project and issuance of Certificate of Satisfactory Service from the End-user.

VIII. 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 of one percent (1/10 of 1% or 0.1%) 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.

IX. 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 End-user and the Service Provider (“Parties”).

X. Warranty

The Service Provider shall provide a warranty for **one (1) year** on all materials, parts and components of the Project against any defects. This warranty shall include replacement of materials, parts and/or components inclusive of all applicable fees at no additional cost to the End-user. The warranty period shall commence upon approval and acceptance of the Warranty Security by the Parties.

Approved by:



JESON Q. DE LA TORRE
Director IV, Administrative Office

CONFORME:
_____ Name and Signature of Authorized Representative
_____ Designation
_____ Name of Company
_____ Date