

**REQUEST FOR PROPOSAL**

**Provision of Courier Services for the Philippine Competition Commission**

P.R. No./Date Received: 201802-0045 / 14 February 2019

RFQ/P No. / Date: 201903-0057 / 13 March 2019

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.
- Latest Income/Business Tax Return.
- PhilGEPS Registration Number
- Signed Terms of Reference / Technical Specifications Sheet
- Notarized Omnibus Sworn Statement - Annex "A" (to be submitted prior to Notice of Award issuance)

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 [nppitallano@phcc.gov.ph](mailto:nppitallano@phcc.gov.ph) on or before **19 March 2019, 12:00 NN** subject to the following **Terms and Conditions**:

1. All entries shall be typed or written in a clear legible manner.
2. Bids should not exceed the Approved Budget for the Contract (ABC).
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 5% R-VAT and 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.

Very truly yours,

  
**ATTY. JOSEPH MELVIN B. BASAS**  
PBAC Chairperson

Item No.	QTY	ABC	ITEM/DESCRIPTION	BRAND/MODEL	Amount
				(To be filled-up by the supplier)	
1	1	₱ 550,000.00	Provision of Courier Services for the Philippine Competition Commission		
<b>Total Lot ABC</b>		<b>₱ 550,000.00</b>	<b>TOTAL Amount</b>		
<b>Delivery Period/Instructions:</b>					

(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 : \_\_\_\_\_  
 Name/Designation : \_\_\_\_\_  
 Name of Company : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Telephone/Fax : \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 TIN : \_\_\_\_\_

## **TERMS OF REFERENCE**

### **PROVISION OF COURIER SERVICES FOR PCC OUTGOING DOCUMENTS**

#### **I. Rationale**

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

For the Commission to properly serve its clientele, both internal and external, it needs to engage the services of a qualified courier service provider to perform efficient, timely, and secured delivery of its official documents and relevant materials (the “Service Provider”).

#### **II. Scope of Services**

The Service Provider shall provide courier services for the PCC. To this end, it shall undertake to perform the following functions and responsibilities:

1. Provide courier services to accommodate door-to-door collection and delivery of documents, parcels, or other materials.
2. Ensure on-time delivery of mails, documents, packages, parcels, or other materials in all cities and municipalities within the National Capital Region, Luzon, Visayas, Mindanao, and international destinations based on the schedule of requirements issued by the Records Unit of the PCC’s General Services Division.
3. Provide real time mobile or online document tracking system and submit to the Director of the PCC Administrative Office (AO) a duly signed progressive report/tracking of delivery status of mails, documents, packages, parcels, or materials coursed through it every Monday, or the succeeding working day, if such Monday is a holiday.
4. Provide receipt tickets or other forms of verification and a summary thereof that will reasonably indicate that the intended recipients of the mails, documents, packages, parcels, or materials coursed through it have received such, not later than ten (10) working days upon pick-up at the PCC office.
5. Undertake at least two (2) attempts to deliver the mails, documents, packages, parcels, or materials coursed through it. If undelivered after the first attempt, the service provider shall notify the PCC and wait for its instructions. The PCC may then modify the delivery details to aid in the attempt to deliver the documents. If it remains undelivered, the service provider must return the parcel to the PCC, stating a justifiable reason for non-delivery of thereof. The PCC may then modify the delivery details to aid in the second attempt to deliver the documents without additional charges imposed on PCC.
6. The delivery schedule or schedule of requirements provided below may be modified anytime at the option of the PCC, provided that the Service Provider be given notice of such modification one (1) week prior to the effectivity of the modification.



7. Parcels with international destinations and standard costing may also be coursed through the Service Provider. It shall be included in the computation of the monthly Statement of Account (SOA) to be issued by the Service Provider to PCC.

**Delivery Schedule / Schedule of Requirements**

Regular Courier Service			
Area of Distribution	Quantity (in units)*		Delivery Date**
	Letter Envelope	Large Envelope	
NCR	2,000	500	To be delivered within twenty-four (24) hours upon receipt of the documents from the Records Section. Daily pick up time is 4:00 P.M.
Luzon	500	300	To be delivered within two (2) working days upon receipt of the documents from the Records Section. Daily pick up time is 4:00 P.M.
Visayas / Mindanao	500	300	To be delivered within five (5) working days upon receipt of the documents from the Records Section. Daily pick up time is 4:00 P.M.
Total	3,000	1,100	

**\*Specified quantities are indicative numbers and for bidding purposes only.** Although parcels with international destinations are not indicated in the specified quantities above, it shall be included in the monthly Statement of Account (SOA) to be issued by the Service Provider to PCC since it should be based on the **actual number of deliveries per month.**

**\*\*** The delivery schedule or schedule of requirements herein may be modified anytime at the option of the PCC, provided that the Service Provider be given notice of such modification one (1) week prior to the effectivity of the modification.

**III. Minimum Qualifications**

1. The Service Provider must have a respectable track record in nationwide courier services and must have been in the same business for at least **two (2) years** attested by previous or current clients through a certificate of satisfactory service or any other similar document issued to it.
2. The Service Provider must have completed at least three (3) similar contracts with another Philippine government agency, from 2015 up to the present, submitting to PCC a copy or proof of such;
3. The service provider offers domestic and international courier service;
4. The service provider has several branches across Quezon City and other provinces;
5. The service provider should have an assigned point person that will handle the account and all the necessary transactions of the PCC with the courier service provider.

#### **IV. Contract Duration**

The contract period shall be from the date of acceptance of the Job Order/Contract Agreement by the Service Provider until 31 December 2019, extendable on a monthly basis while PCC is procuring the new contract for the courier services.

#### **V. Approved Budget for the Contract**

The Approved Budget for the Contract is **Five Hundred Fifty Thousand Pesos (Php 550,000.00)**, inclusive of all applicable government taxes and service charges, subject to the usual budgeting, accounting and auditing rules and regulations.

#### **VI. Payment Scheme**

The PCC shall pay the Service Provider on a **monthly** basis within fifteen (15) working days upon receipt of the SOA or billing statement of a given period, progressive reporting/tracking of delivery status of the period covered, receipt tickets or other forms of verification that the recipients have received their packages, reports of delivery attempts, and a Certificate of Satisfactory Service Rendered to be issued by the PCC – AO.

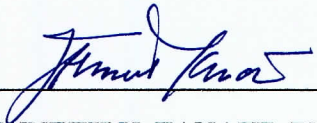
#### **VII. Liquidated Damages**

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.

#### **VIII. Dispute Resolution**

1. 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.
2. 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.
3. Any amendment or additional terms and conditions to the TOR must be in writing, signed and acknowledged by the Parties.

Approved by:



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**KENNETH V. TANATE, PhD**  
Executive Director and  
Concurrent AO Director

<b>CONFORME:</b>
_____ <b>Name and Signature of Authorized Representative</b>
_____ <b>Designation</b>
_____ <b>Name of Company</b>
_____ <b>Date</b>



### Annex A. Technical Specifications

Bidders must state “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification”.

Item	Specification	Bidder’s Statement of Compliance
1	The Service Provider must have a respectable track record in nationwide and international courier services and must have been in the same business for at least two <b>(2) years</b> attested by previous or current clients through a <b>certificate of satisfactory service</b> or any other similar document issued to it.	
2	The Service Provider must have completed at least <b>three (3) similar contracts</b> with another Philippine government agency, from 2015 up to the present, submitting to PCC a <b>copy or proof</b> of such.	
3	The service provider offers domestic and international courier service, submitting to PCC a <b>proof</b> of such.	
4	The service provider has several branches across Quezon City and other provinces, submitting to PCC a <b>proof</b> of such.	
5	The service provider should have an assigned point person that will handle the account and all the necessary transactions of the PCC with the courier service provider. <b>Please provide name and copy of identification.</b>	
6	The Service Provider must have the capacity to accomplish the following:	
	a) Deliver to the following locations: all provinces, cities, municipalities and barangays in NCR, Luzon, Visayas, Mindanao, and International destinations.	
	b) Ensure on-time delivery of mails, packages and budgetary documents specified in the Terms of Reference.	
	c) Provide real-time mobile or on-line document tracking systems.	
	d) Submit receipt tickets or other forms of verification and a summary thereof that will reasonably indicate that the intended recipients of the mails, documents, packages, parcels, or materials coursed through it have received such, <b>not later than ten (10) working days upon pick-up at the PCC office.</b>	
6	e) Provide a clear pouch for its packaging, for easy	

	identification of the content of each package.	
	f) Undertake at least two (2) attempts to deliver the mails, documents, packages, parcels, or materials coursed through it. <b>If undelivered after the first attempt, the service provider shall notify the PCC and wait for its instructions.</b> The PCC may then modify the delivery details to aid in the attempt to deliver the documents. If it remains undelivered, the service provider must <b>return the parcel to the PCC, stating a justifiable reason for non-delivery</b> of thereof. The PCC may then modify the delivery details to aid in the second attempt to deliver the documents <b>without additional charges</b> imposed on PCC.	
	g) Comply with the delivery schedule or schedule of requirements.	
7	The Service Provider must submit to the Director of the PCC Administrative Office (AO) a duly signed progressive report/tracking of delivery status of mails, documents, packages, parcels, or materials coursed through it every Monday, or the succeeding working day, if such Monday is a holiday.	