

REQUEST FOR PROPOSAL

Provision of Courier Services for the Philippine Competition Commission for CY 2022

P.R. No./Date Received: **2022-EPA-0012 / 01 October 2021**

RFQ/P No. / Date: **2022-EPA-0008 / 14 October 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
- Notarized Omnibus Sworn Statement (may be submitted prior to the issuance of Job Order)

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 **mbnunez@phcc.gov.ph** on or before **29 October 2021, 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 **Terms of Reference / Technical Specifications Sheet**.

Very truly yours,



JESON Q. 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	₱ 500,000.00	Provision of Courier Services for the Philippine Competition Commission for CY 2022			
			(Please see attached Terms of Reference/ Technical Specifications)			
Total Lot ABC		₱ 500,000.00	TOTAL Amount (Lot purchase):			
Delivery Instructions:			<i>Please see attached Terms of Reference/ 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 : _____



TERMS OF REFERENCE

PROVISION OF COURIER SERVICES FOR THE PHILIPPINE COMPETITION COMMISSION'S (PCC) OUTGOING DOCUMENTS FOR JANUARY TO DECEMBER 2022

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 perform the following functions and responsibilities:

1. Door-to-door collection and delivery of documents/parcels. Service Provider representative must pick up the documents/parcels from the PCC office and deliver to the specified address. PCC may drop off the documents/parcels to the designated branch of the service provider located within one (1) kilometer from PCC, as may be agreed.
2. Must have an assigned servicing branch and at least one (1) alternate branch to execute the terms in the contract agreement between PCC and the Service Provider. If both the main and alternate branches are unavailable, the Service Provider must immediately endorse the PCC to another servicing branch with the same terms as stated in the contract.
3. Ensure **on-time delivery** of documents/parcels in **all cities and municipalities** covered by the Service Provider 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.
4. Provide its own real-time mobile or online tracking system and should have an assigned point person that will handle the account and all the necessary transactions of the PCC with the courier Service Provider.
5. Submit a duly signed certified true and correct monthly summary report and/or complete Proof of Deliveries (PODs) or other forms of verification **not later than fifteen (15) working days after the end of every month**. Delivery of PODs or other forms of verification to PCC shall incur no additional charges. The veracity of the information stated in the summary of the PODs shall be duly certified by the Head of the Service Provider or its authorized representative.

6. Undertake **at least two (2) attempts** to deliver the documents/parcels coursed through it. If undelivered after the first attempt, the Service Provider **shall immediately notify the PCC and wait for its instructions**. The PCC may then **modify** the delivery details (e.g. different floor/unit but same building, or different recipient but same address, etc.) to aid in the second attempt to deliver the documents/parcels, **without additional cost** unless such modification resulted to a new delivery address. If it remains undelivered, the Service Provider shall immediately return the documents/parcels to the PCC, stating a justifiable reason and proof for non-delivery thereof. If unable to return the undelivered documents/parcels/return to sender (RTS) mails to PCC, the Service Provider must submit a notarized affidavit of loss. Said items shall also be deducted from the Statement of Account (SOA).
7. Pick up of documents/parcels at the PCC office is Mondays to Fridays at 2:00 p.m. 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 at least one (1) week prior to the effectivity of the modification.

Delivery Schedule / Schedule of Requirements

Area of Distribution	Expected Delivery Date
Metro Manila (NCR)	To be delivered within two (2) working days upon receipt of the documents/parcels from the PCC Records Unit.
Luzon	To be delivered within five (5) working days upon receipt of the documents/parcels from the PCC Records Unit.
Visayas	To be delivered within ten (10) working days upon receipt of the documents/parcels from the PCC Records Unit.
Mindanao	To be delivered within ten (10) working days upon receipt of the documents/parcels from the PCC Records Unit.
International Destination	To be delivered within ten (10) working days upon receipt of the documents/parcels from the PCC Records Unit.

8. The Statement of Account (SOA) to be issued by the Service Provider to PCC should be based on the **actual number of deliveries made per month**. In case of delivery to remote areas, additional fees may be charged accordingly. For parcels that will exceed the legal-size envelope and/or contain materials other than documents, necessary fees may also be charged accordingly. If the actual number of deliveries for a certain month exceeds the contract amount, the Service Provider shall send the corresponding bill to PCC, in which case a separate payment shall be made.
9. The Service Provider must attach to its bid the filled-out forms in Annexes A and B of this TOR and submit pertinent supporting documents.

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 three (3) years**. The Service Provider must have completed at least **two (2) similar contracts** with another **Philippine government agency/ies and/or private company/ies for the past three (3) years**;
2. The Service Provider must offer **domestic and international** courier services;
3. The Service Provider must have several branches nationwide;
4. The Service Provider must have its own real-time mobile or online tracking system;
5. The Service Provider shall assign a point person who will handle the account and all the necessary transactions of the PCC with the courier Service Provider; submitting to PCC a copy of his/her government-issued identification card and company employee ID upon signing of the Notice to Proceed.

IV. Contract Duration

The contract shall be for a period of twelve (12) months to begin from **January 1, 2022** or upon issuance and receipt of the Notice of Award **until December 31, 2022**.

V. Approved Budget for the Contract and Mode of Procurement

The Approved Budget for the Contract is **Five Hundred Thousand Pesos and 00/100 (Php 500,000.00)**, inclusive of all applicable government taxes, service charges, and other additional fees for delivery to remote areas subject to the usual budgeting, accounting and auditing rules and regulations.

The project will be procured through Negotiated Procurement – Small Value Procurement and will be awarded and contracted by lot.

VI. Information Security and Non-Disclosure Agreement

To ensure protection of PCC information assets, bidders are expected to observe and abide by the established PCC Information Security Management System (ISMS) and shall agree to sign a non-disclosure agreement.

All data, documents, records, configuration files and metadata (collectively “Information”) to be provided to the bidders for purposes of delivering the services are considered confidential information and shall remain the sole property of PCC. The Service Provider shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of this information by any third person or entity. Bidders shall not use the Information for any purpose other than in connection with the Services. Bidders shall ensure that it will not retain, after completion of the Services with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

VI. Payment Scheme

The PCC shall pay the Service Provider on a **monthly** basis within fifteen (15) calendar days upon receipt of the SOA or billing statement of a given period, duly certified true and correct monthly report and/or complete Proof of Deliveries (PODs) or other forms of verification that the recipients have received their packages, and a Certificate of Satisfactory Service Rendered issued by the PCC–Administrative Office. Should there be undelivered documents/parcels/ Return-To-Sender (RTS) mails, the same should be completely delivered to PCC prior to processing of payment. In case of lost or unlocated documents/parcels, the Service Provider shall provide a notarized affidavit

of loss and the **same must be deducted from the SOA**. The PCC may hold the processing of payment for failure to submit the complete documentary requirements stated above.

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.

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

Prepared by:



Vivian Sarah J. Beltran
Records Officer III

Reviewed by:



Ma. Celeste S. Dizon
OIC, General Services Division

Approved by:



JESON Q. DE LA TORRE
Director IV, Administrative Office

CONFORME:

Name and Signature of Authorized Representative

Designation

Name of Company

Date

Annex A. Technical Specifications

Bidders must state “Compliant” or “Non-Compliant” or any equivalent terms in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification”. Bidders must also state the supporting documents submitted as proof of their compliance to each specification (i.e. Certification of Completion, Certificate of Satisfactory Service Rendered from other Philippine government agency/ies, list of branches, link to or screenshot of online tracking system, etc.), if applicable.

Item	Specification	Bidder’s Statement of Compliance	Supporting Documents Submitted, if applicable
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 three (3) years.		
2	The Service Provider must have completed at least two (2) similar contracts with another Philippine government agency/ies and/or private company/ies for the past three (3) years.		
3	The Service Provider must offer domestic and international courier services.		
4	The Service Provider must have several branches nationwide.		
5	The Service Provider shall assign a point person who will handle the account and all the necessary transactions of the PCC with the courier Service Provider; submitting to PCC a copy of his/her government-issued identification card and company employee ID upon signing of Notice to Proceed.		
6	The Service Provider must have an assigned servicing branch and at least one (1) alternate branch to execute the terms in the contract agreement between PCC and the Service Provider. If both the main and alternate branches are unavailable, the Service Provider must immediately endorse the PCC to another servicing branch with the same terms as stated in the contract		

7	<p>The Service Provider must have the capacity to accomplish the following:</p> <p>a) Door-to-door collection and delivery of documents/parcels. Service Provider representative must pick up the documents/parcels from the PCC office and deliver to specified address. PCC may drop off the documents/parcels to the designated branch of the service provider located within one (1) kilometer from PCC, as may be agreed.</p>		
	<p>b) Deliver to the following locations: all provinces, cities, municipalities and barangays in NCR, Luzon, Visayas, Mindanao, and International destinations.</p>		
	<p>c) Ensure on-time delivery of documents/parcels specified in the Terms of Reference and comply with the Delivery Schedule/ Schedule of Requirements.</p>		
	<p>d) The Service Provider must have its own real-time mobile or online tracking system.</p>		
	<p>e) Submit a duly signed certified true and correct monthly summary report and/or complete Proof of Deliveries (PODs) or other forms of verification not later than fifteen (15) working days after the end of every month. Delivery of PODs or other forms of verification to PCC shall incur no additional charges. The veracity of the information stated in the summary of the PODs shall be duly certified by the Head of the Service Provider or its authorized representative.</p>		
	<p>f) Provide a pouch for packaging of document/parcels.</p>		
	<p>g) Must have an assigned unique Tracking Number per document/parcel.</p>		

	<p>h) Undertake at least two (2) attempts to deliver the documents/parcels coursed through it. If undelivered after the first attempt, the Service Provider shall immediately notify the PCC and wait for its instructions. The PCC may then modify the delivery details (e.g. different floor/unit but same building, or different recipient but same address, etc.) to aid in the second attempt to deliver the documents/parcels, without additional cost unless such modification resulted to a new delivery address. If it remains undelivered, the Service Provider shall immediately return the documents/parcels to the PCC, stating a justifiable reason and proof for non-delivery thereof. If unable to return the undelivered documents/parcels to PCC, the Service Provider must submit a notarized affidavit of loss. Said item shall also be deducted from the SOA.</p>		
8	<p>The Statement of Account (SOA) to be issued by the Service Provider to PCC should be based on the actual number of deliveries made per month. In case of delivery to remote areas, additional fees may be charged accordingly. For parcels that will exceed the legal-size envelope and/or contain materials other than documents, necessary fees may also be charged accordingly.</p>		

Annex B.

Area of Distribution	Estimated Number of Documents/Parcels*			Price per document/parcel**			Total Estimated Price		
	Letter Size Envelope	A4 Size Envelope	Legal Size Envelope	Letter Size Envelope	A4 Size Envelope	Legal Size Envelope	Letter Size Envelope	A4 Size Envelope	Legal Size Envelope
Metro Manila (NCR)	2,000	100	200						
Luzon	300	50	50						
Visayas	300	50	50						
Mindanao	250	50	50						
International Destination**	10	10	10						
Total	2810	260	360						
Total Estimated Lot	3,430								

** Specified quantities are indicative numbers and for bidding purposes only.*

*** Indicated price shall be used in the actual implementation of contract, except for the estimated International Destination rates which may vary on the actual destination of documents/parcels.*

CONFORME:

Name and Signature of Authorized Representative

Designation

Name of Company

Date