

REQUEST FOR QUOTATION / PROPOSAL

Provision of Courier Services for PCC's Official Outgoing Documents & Relevant Materials

P.R. No./Date Received: 2022-EPA-0002 / 03 October 2022

RFQ/P No. / Date: 2023-EPA-0019 / 02 December 2022

The Philippine Competition Commission invites all eligible service providers to quote the best offer for the described item in the attached **Terms of Reference** subject to the Terms and Conditions and within the **Approved Budget for the Contract (ABC)**.

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

- **Mayor's/Business Permit**
- **PhilGEPS Registration Number**
- **Notarized Omnibus Sworn Statement (may be submitted prior to issuance of Notice of Award)**
- **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 nppitalano@phcc.gov.ph or procurement@phcc.gov.ph on or before **09 December 2022, 12:00 NN** 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.
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**.

Very truly yours,


ATTY. JOSEPH MELVIN B. BASAS
PBAC Chairperson

| Item | QTY | ABC | Technical Specifications | Total Amount |
|---------------|-----|--------------|---|---|
| | | | | (To be filled-up by the Service Provider) |
| 1 | 1 | P 400,000.00 | Provision of Courier Services for PCC's Official Outgoing Documents & Relevant Materials | |
| Total ABC | | P 400,000.00 | TOTAL Amount (PhP) | |
| Instructions: | | | Please see attached Terms of Reference for details. | |

(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 OFFICIAL OUTGOING DOCUMENTS AND RELEVANT MATERIALS FOR CY 2023

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. The Service Provider representative must pick up the documents/parcels from the PCC office and **deliver to the specified address**.
2. In case of documents/parcels addressed to areas *Outside of Delivery Area (ODA)*, the Service Provider must provide PCC the option to either proceed with the delivery of the documents/parcels subject to additional charges and/or request the consignee to pick up the items from its nearest branch.
3. Upon collection of items, the Service Provider must immediately issue the corresponding waybill/tracking numbers of the documents/parcels.
4. 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.
5. 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 Administrative Office - General Services Division (AO-GSD). If there are delays in the delivery of their services due to unforeseen contingencies, the Service Provider shall promptly issue an advisory to the PCC via electronic mail thru the AO-GSD Records Unit.
6. Provide a mobile or web application tracking system tool to monitor in real time PCC's overall courier transactions and statuses. The system should be able to generate reports and

provide a dashboard accessible to PCC Records Officers and/or PCC Office Records Custodians to facilitate parcel monitoring.

7. Must have an assigned point person that will handle the account and all the necessary transactions of the PCC with the courier Service Provider. Upon notice, the assigned point person may be required to appear before the PCC to discuss and coordinate any concern regarding the contract.
8. 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.
9. 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**, submitting along with it a **certified tracking history of the returned to sender (RTS) documents**. 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).
10. When required by the PCC, the Service Provider shall issue a **notarized Affidavit of Service** in a form that shall be prescribed by the PCC. Notarial costs shall be for the account of the PCC and shall be included in the monthly Statement of Account (SOA).
11. 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 is 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. |

| Area of Distribution | Expected Delivery Date |
|---------------------------|--|
| 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. |

12. 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 areas *Outside of Delivery Area (ODA)*, 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.
13. 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** as proof of compliance to each provision, as necessary.

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 have a **nationwide “Authority to Operate and/or Messenger Delivery Service”** issued by the Postmaster General (now the Department of Information and Communications Technology);
3. The Service Provider must offer **domestic and international** courier services;
4. The Service Provider must have several branches nationwide;
5. The Service Provider must have its own real-time mobile or web application tracking system tool. The system should be able to generate reports and provide a dashboard accessible to PCC Records Officers and/or PCC Office Records Custodians to facilitate parcel monitoring;
6. 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, 2023** or upon issuance and receipt of the Notice of Award, whichever is later, **until December 31, 2023**.

V. Approved Budget for the Contract and Mode of Procurement

The Approved Budget for the Contract is **Four Hundred Thousand Pesos and 00/100 (Php 400,000.00)**, 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, the Service Provider is 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 Service Provider 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. The Service Provider shall not use the Information for any purpose other than in connection with the Services and/or after completion of the contract.

VII. Payment Scheme

The PCC shall pay the Service Provider on a **monthly** basis within fifteen (15) calendar days upon receipt of the correct 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.**

All payments shall be released and claimed within PCC premises.

VIII. 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 this contract, the PCC 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 unperformed portion of every day of delay provided that the maximum deduction shall be ten percent (10%) of the amount of the contract. 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 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 TOR must be in writing, signed and acknowledged by the Parties.

Prepared by:



VIVIAN SARAH J. BELTRAN
Records Officer III

Reviewed by:



ROMMEL R. OIRA
Chief Administrative Officer, AO-GSD



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 submit and state the supporting documents provided 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 (Compliant / Non-Compliant) | 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 a nationwide “Authority to Operate and/or Messenger Delivery Service” issued by the Postmaster General (now the Department of Information and Communications Technology)” | | |
| 3 | 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. | | |
| 4 | The Service Provider must offer domestic and international courier services. | | |
| 5 | The Service Provider must have several branches nationwide. | | |
| 6 | 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. Upon notice, the assigned point person may be required to appear before the PCC to discuss and coordinate any concern regarding the contract. | | |

| Item | Specification | Bidder's Statement of Compliance (Compliant / Non-Compliant) | Supporting Documents Submitted, if applicable |
|------|--|--|---|
| 7 | 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 | | |
| 8 | <p>The Service Provider must have the capacity to accomplish the following:</p> <p>a) Door-to-door collection and delivery of documents/parcels. The Service Provider representative must pick up the documents/parcels from the PCC office and deliver to specified address.</p> <p>b) In case of documents/parcels addressed to areas Outside of Delivery Area (ODA), the Service Provider must provide PCC the option to either proceed with the delivery of the documents/parcels subject to additional charges and/or request the consignee to pick up the items from its nearest branch.</p> <p>c) Deliver to the following locations: all provinces, cities, municipalities and barangays in NCR, Luzon, Visayas, Mindanao, and International destinations.</p> <p>d) Ensure on-time delivery of documents/parcels specified in the Terms of Reference and comply with the Delivery Schedule/ Schedule of Requirements.</p> <p>e) If there are delays in the delivery of their services due to unforeseen contingencies, the Service Provider shall promptly issue an advisory to the PCC via electronic mail thru the AO-GDS Records Unit.</p> <p>f) The Service Provider must have its own real-time mobile or web application tracking system tool. The system should be able to generate reports and provide a dashboard accessible to PCC Records Officers and/or PCC Office Records Custodians to facilitate parcel monitoring.</p> <p>g) 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</p> | | |

| Item | Specification | Bidder's Statement of Compliance (Compliant / Non-Compliant) | Supporting Documents Submitted, if applicable |
|------------|--|--|---|
| Cont. 8 | <p>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> | | |
| | h) Provide a pouch for packaging of document/parcels. | | |
| | i) Must have an assigned unique Waybill/Tracking Number per document/parcel to be issued immediately upon collection of document/parcel. | | |
| | j) 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 , submitting along with it a certified tracking history of the returned to sender (RTS) documents . 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. | | |
| | k) When required by the PCC, the Service Provider shall issue a notarized Affidavit of Service in a form that shall be prescribed by the PCC. Notarial costs shall be for the account of the PCC and shall be included in the monthly Statement of Account (SOA). | | |
| 9 | 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 areas Outside of Delivery Area (ODA), 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. | | |

Signature: 

Email: rroira@phcc.gov.ph

Annex B. Proposed Price per Document/Parcel

| 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 | 100 | | | | | | |
| Luzon | 200 | 50 | 50 | | | | | | |
| Visayas | 200 | 50 | 50 | | | | | | |
| Mindanao | 200 | 50 | 50 | | | | | | |
| International Destination | 10 | 10 | 10 | | | | 10,000** | | |
| Total | 2610 | 260 | 260 | | | | | | |
| Total Estimated Lot | 3,130 | | | | | | | | |

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

*** Indicated price shall be used in the actual implementation of contract, except for the total estimated price for International Destination parcels which may vary on its actual destinations.*

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