



**REQUEST FOR PROPOSAL**

P.R. No./Date - 201810-0294 / 11 October 2018

RFQ No./Date: 201810-0209 / 29 October 2018

**Sir / Madam:**

Please quote your lowest price/s for the item/s listed below including the total amount in legible style (preferably typewritten) and return this duly signed by the company's authorized signatory/ies to the General Services Division, Administrative Office c/o Mr. Jerson Q. de la Torre, 25/F Floor of the above address or e-mail to [npptallano@phcc.gov.ph](mailto:npptallano@phcc.gov.ph) on or before **9 November 2018, 12:00NN**.

Your participation to this bidding shall be subject to the requirements as identified below:

- PhilGEPS Registration Number.
- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- Latest Income/Business Tax Return.
- Professional License/Curriculum Vitae.
- Omnibus Sworn Statement.
- Signed Terms of Reference.
- Proposal must be inclusive of all applicable government taxes and subject to 5% R-VAT and 1% (PO) or 2% (JO) deductions
- Bids must be submitted using this form.** Supplemental information using your company stationery may be attached to reflect the complete specification of bid e.g., brand name, model, pictures/brochures/literature, menu, etc.
- Bids should not exceed the Approved Budget for the Contract (ABC) in the amount of **P500,000.00**
- Award shall be made by lot (please bid for all items to avoid disqualification of bid)
- Bids should be valid for a **minimum of one (1) month** from deadline of submission of bids as indicated above
- Procured items shall be delivered to PCC Office
- Payment terms: Send Bill arrangement
- Refusal to sign and accept an Award/Purchase Order/Job Order or enter into contract without justifiable reason, maybe ground for imposition of administrative sanctions under Rule XXIII of the Revised IRR of RA 9184.

In case you do not receive any communication from PCC 3 days/months from the deadline indicated above, it will mean that the award was not made in your favor. With the end in view of obtaining the contract most advantageous to the government, PCC reserves the right to: 1) accept or reject any or all the quotations/bids; 2) award the contract on a per item/lot basis; and 3) to annul the bidding process and to reject all quotations/bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

In case of tie for the submitted proposal after post-qualification, winning bidder will be chosen in "draw lots" as stated in the GPPB Circular 06-2005 or Appendix 11 of the 2016 Revised IRR of RA 9184.

For clarifications, please contact PCC-ALO-GSD - c/o Mr. Jerson Q. de la Torre, in the above address/telephone numbers.

Very truly yours,

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

Item No.	QTY	UNIT	ITEM/DESCRIPTION	Details (To be filled-up by the supplier)	TOTAL (Php)
1	1	lot	Provision of Courier Services for the Philippine Competition Commission		
			Period covered: January to December 2019		
			Instruction: Please accomplish the attached Terms of Reference.		
			xxxxxxxxxxxxxxxxNOTHING FOLLOWSxxxxxxxxxxxxxxxx		
This procurement shall be subject to the salient provisions of the IRR of RA 9184 - Liquidated Damages - Section 68 and the delivery schedule shall be completed within 5 calendar days from the receipt of the Purchase Order.				<b>TOTAL:</b>	

(Bidders, please provide complete information below)

Signature : \_\_\_\_\_

Name/Designation : \_\_\_\_\_

Name of Company : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone/Fax : \_\_\_\_\_

E-mail Address: \_\_\_\_\_

TIN : \_\_\_\_\_

Posted on \_\_\_\_\_

Farmed-out \_\_\_\_\_

Retrieved on \_\_\_\_\_

## 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.

### Delivery Schedule / Schedule of Requirements

Regular Courier Service (January to December 2019)			
Area of Distribution	Quantity (in units)*		Delivery Date**
	Letter Envelope	Large Envelope	
NCR	3,000	1,000	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	1,000	500	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	900	250	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.
International	100	250	To be delivered within seven (7) working days upon receipt of the documents from the Records Section. Daily pick up time is 4:00 P.M.
Total	5,000	2,000	

\*Specified quantities are indicative numbers and for bidding purposes only. The Statement of Account (SOA) to be issued by the Service Provider to PCC should be based on the actual number of deliveries made.

\*\* 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 and international courier services and must have been in the same business for at least five (5) 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 **January to 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 Thousand Pesos (Php 500,000.00)**, 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:**



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



### 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 five (5) 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.	
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 and provide automated e-mail and short messaging notification.  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, not later than ten (10) working days upon pick-up at the PCC office.	

	<p>e) Provide a clear pouch for its packaging, for easy identification of the content of each package.</p> <p>f) 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.</p> <p>g) Comply with the delivery schedule or schedule of requirements.</p>	
7	<p>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.</p>	

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