

## REQUEST FOR PROPOSAL

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

P.R. No./Date Received: **2021-01-0035 / 14 January 2021**

RFQ/P No. / Date: **2021-01-0035 / 20 January 2021**

The Philippine Competition Commission invites all eligible suppliers, contractors and consultants 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**
- **Latest Income/Business Tax Return**
- **Notarized Omnibus Sworn Statement (may be submitted prior to issuance of Notice of Award)**
- **Signed Terms of Reference, including the accomplished Annexes A and B**

This pro-forma quotation may be submitted through **registered** or **electronic mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to **npitalano@phcc.gov.ph** or **procurement@phc.gov.ph** on or before **26 January 2021, 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 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**.
10. Award shall be made by lot. Bidder must quote for all items.

Very truly yours

  
ATTY. JOSEPH MELVIN B. BASAS  
PBAC Chairperson

Item	QTY	ABC	Technical Specifications	Brand/Model	Unit Price	Total Amount
				(To be filled-up by the supplier)		
1	1	₱ 550,000.00	<b>Provision of Courier Services for the Philippine Competition</b>			
			<b>Commission for 01 February to 31 December 2021</b>			
			<i>Requirements as indicated in the attached Terms of Reference</i>			
Total ABC		₱ 550,000.00		<b>TOTAL Amount</b>		
Instructions:			See attached Terms of Reference			

(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 (PCC) OUTGOING DOCUMENTS FOR FEBRUARY TO DECEMBER 2021

#### 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. Service Provider representative must pick-up the parcels from the PCC office and deliver documents to the specified address. PCC may drop off the documents to the designated branch of the service provider located **within five hundred (500) meters** 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 mails and documents 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 real time mobile or online document 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 Proof of Deliveries (PODs) or other forms of verification **not later than ten (10) 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 mails and documents 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, **without additional cost** unless such modification resulted to a new delivery address. If it remains undelivered, the Service Provider shall return the documents to the PCC, stating a justifiable reason and proof for non-delivery thereof. If unable to return the undelivered 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).

- 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

Area of Distribution	Expected Delivery Date
Metro Manila (NCR)	To be delivered within <b>two (2) days</b> upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>
Luzon	To be delivered <b>within five (5) working days</b> upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>
Visayas	To be delivered <b>within ten (10) working days</b> upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>
Mindanao	To be delivered <b>within ten (10) working days</b> upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>
International Destination	To be delivered <b>within ten (10) working days</b> upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>

- 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.
- 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

- 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 years**. The Service Provider must have completed at least **two similar contracts** with another **Philippine government agency/ies for the past three 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 a real time mobile or online document tracking system;
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; 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 eleven (11) months to begin from **February 1, 2021 to December 31, 2021**, upon issuance and receipt of the Notice to Proceed.

#### **V. Approved Budget for the Contract and Mode of Procurement**

The Approved Budget for the Contract is **Five Hundred Fifty Thousand Pesos (Php 550,000.00)**, 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. 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 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–AO. Should there be undelivered 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 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.

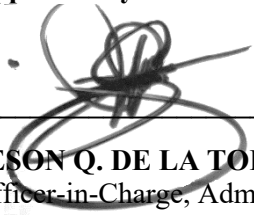
#### **VIII. Dispute Resolution**

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.

**Approved by:**



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**JESON Q. DE LA TORRE**  
Officer-in-Charge, Administrative Office

<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 <b>at least three years</b> .	
2	The Service Provider must have completed <b>at least two similar contracts with another Philippine government agency/ies for the past three years</b> .	
3	The Service Provider must offer <b>domestic and international</b> courier service.	
4	The Service Provider must have several branches nationwide.	
5	The Service Provider should have an <b>assigned point person</b> that 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	The Service Provider must have the capacity to accomplish the following:  a) Door-to-door collection and delivery of documents. Service Provider representative must pick up the parcel from the PCC office and deliver documents to specified address. PCC may drop off the documents to the designated branch of the service	

	provider located <b>within five hundred (500) meters</b> from PCC, as may be agreed.	
	b) Deliver to the following locations: <b>all</b> provinces, cities, municipalities and barangays in NCR, Luzon, Visayas, Mindanao, and International destinations.	
	c) Ensure on-time delivery of mails and documents specified in the Terms of Reference.	
	d) The Service Provider must have a real time mobile or online document tracking system.	
	e) Submit a duly signed certified true and correct monthly summary report and/or Proof of Deliveries (PODs) or other forms of verification <b>not later than ten (10) working days after the end of every month</b> . 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.	
	f) Provide a <b>pouch</b> for packaging of parcels.	
	g) Undertake <b>at least two (2) attempts</b> to deliver the mails and documents 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 <b>modify</b> 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, <b>without additional cost</b> unless such modification resulted to a new delivery address. If it remains undelivered, the Service Provider <b>shall return the documents</b> to the PCC, <b>stating a justifiable reason and proof for non-delivery thereof</b> . <b>If unable to return the undelivered parcels to PCC, the Service Provider must submit a notarized affidavit of loss, Said item shall also be deducted from the SOA.</b>	
	h) Comply with the delivery schedule or schedule of requirements.	

7	The Statement of Account (SOA) to be issued by the Service Provider to PCC should be based on the <b>actual number of deliveries made per month</b> . 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.	
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**Annex B.**

Area of Distribution	Estimated Number of Parcels*			Estimated Price per unit/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)	2,500	250	250						
Luzon	300	100	100						
Visayas	150	100	100						
Mindanao	150	100	100						
International Destination	10	10	10						
Total	3,110	560	560						
Total Estimated Lot	4,230								

\* 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 parcels.

**CONFORME:**

\_\_\_\_\_  
**Name and Signature of Authorized Representative**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Date**



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