

27 January 2021

NOTICE OF AWARD

MR. MARLON P. MANINGAS

Sales Supervisor
Panthertech Freight Forwarder Premium
Courier Express International Corp
2766 Gen. Cailles St., Bangkal, Makati City

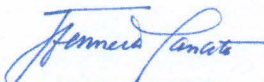
Dear *Mr. Maningas*:

The Philippine Competition Commission (PCC) is hereby awarding the contract to *Panthertech Freight Forwarder Premium Courier Express International Corp (Panthertech)* for the *Procurement for the Provision of Courier Services for the Philippine Competition Commission for 01 February to 31 December 2021* with the total amount of *Four Hundred Sixty Seven Thousand Five Hundred Sixteen Pesos (Php 467,516.00)*, inclusive of all applicable taxes.

In this regard, **Panthertech** is hereby advised to enter into a contract with PCC within five (5) days from receipt of this notice. Failure to enter into the said contract shall constitute a sufficient ground for cancellation of this award.

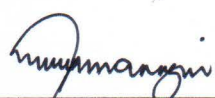
Thank you.

Very sincerely,



KENNETH V. TANATE, PhD
Executive Director and
Head of the Procuring Entity

Conforme:



MARLON P. MANINGAS
Sales Supervisor

Date: 1/28/2021

JOB ORDER

1 Supplier/Provider Panthertech Freight Forwarder Premium Courier Express International Corp. Address 2766 Gen. Cailles St., Bangkal, Makati City Tel./Fax No. 8551-2708/ 8843-9480 TIN 009-825-156-000	2 J. O. Number 2021-01-0036 Date 27 January 2021 P.R. No. 2021-01-0035 Date 14 January 2021 Mode of Procurement NP-Small Value Procurement
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3
Gentlemen:
Please furnish this Office the following articles subject to the terms and conditions contained herein

Item No.	Qty	Unit	Item Description	Cost	
				Unit	Total
1	1	lot	Provision of Courier Services for the Philippine Competition Commission for the period 01 February to 31 December 2021	₱467,516.00	₱ 467,516.00
<i>Requirements as stated in the conformed Terms of Reference</i>					
<i>NOTHING FOLLOWS</i>					

Amount in Words (Gross): Four Hundred Sixty Seven Thousand Five Hundred Sixteen Pesos	Total: *** ₱467,516.00 (**Subject to all applicables taxes)
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4 Place of Delivery: PCC Delivery Term: - Pick-up - as stated in the conformed Terms of Reference
 Date of Delivery/Completion: _____ Payment Term: - COD - w/in 15 days after monthly SO.

Note: All materials replaced during the repair job shall be surrendered upon delivery of equipment to facilitate processing of payment. Unless otherwise indicated, the above terms and conditions are deemed accepted and form part thereof.

5 Penalty Provision:
In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Very truly yours,

Conforme:  MARLON P. MANINGAS Sales Supervisor Date: <u>1/20/2021</u>	 KENNETH V. TANATE, PhD Executive Director and Head of Procuring Entity Date: _____
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6 Funds Available : _____ _____ MA. DOLORES KALALO	7 Amount : _____ ALOBS No.: _____ Date : _____
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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 two (2) days upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>
Luzon	To be delivered within five (5) working days upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>
Visayas	To be delivered within ten (10) working days upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>
Mindanao	To be delivered within ten (10) working days 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 within ten (10) working days 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**;

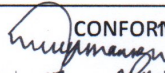
2. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts.

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

Approved by:



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

 CONFORME: MARLON F. MANINGAS
_____ Name and Signature of Authorized Representative
SALES SUPERVISOR _____ Designation
Panthertech Freight Forwarder and Premium Courier Express Inc. Corp. _____ Name of Company
_____ Date



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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 three years .	Comply
2	The Service Provider must have completed at least two similar contracts with another Philippine government agency/ies for the past three years .	Comply
3	The Service Provider must offer domestic and international courier service.	Comply
4	The Service Provider must have several branches nationwide.	three Agents
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 Notice to Proceed.	Comply
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	Comply
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	Comply



7	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.	Comply
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	provider located within five hundred (500) meters from PCC, as may be agreed.	<i>Comply</i>
	b) Deliver to the following locations: all provinces, cities, municipalities and barangays in NCR, Luzon, Visayas, Mindanao, and International destinations.	<i>Comply</i>
	c) Ensure on-time delivery of mails and documents specified in the Terms of Reference.	<i>Comply</i>
	d) The Service Provider must have a real time mobile or online document tracking system.	<i>Comply</i>
	e) 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.	<i>Comply</i>
	f) Provide a pouch for packaging of parcels.	<i>Comply</i>
	g) 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 to PCC, the Service Provider must submit a notarized affidavit of loss, Said item shall also be deducted from the SOA.	<i>Comply</i>
	h) Comply with the delivery schedule or schedule of requirements.	<i>Comply</i>



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	80.92	104.72	130.90	202,300.00	26,180.00	32,725.00
Luzon	300	100	100	92.82	128.52	142.80	27,846.00	12,852.00	14,280.00
Visayas	150	100	100	104.72	140.42	154.70	15,708.00	14,042.00	15,470.00
Mindanao	150	100	100	110.67	140.42	154.70	16,601.00	14,042.00	15,470.00
International Destination	10	10	10	2,111.11	2,111.11	2,111.11	20,111.11	20,111.11	20,111.11
Total	3,110	560	560				282,455.00	87,116.00	97,945.00
Total Estimated Lot	4,230						467,516.00	VAT INC.	

* 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.





**PHILIPPINE
COMPETITION
COMMISSION**

Ensuring businesses compete and consumers benefit

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CONFORME:

MARLON P. MANINGAS

Name and Signature of Authorized Representative

SALES SUPERVISOR

Designation

Panthertech Freight Forwarder and
Premium Courier Express Int'l Corp.

Name of Company

Date



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