

**REQUEST FOR PROPOSAL**

**Procurement of Pest Control Supplies and Services for the Philippine Competition Commission**

P.R. No./Date Received: 2023-EPA-0018 / 07 November 2022

RFQ/P No. / Date: 2023-EPA-0018 / 28 November 2022

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** subject to the Terms and Conditions and within the **Approved Budget for the Contract**.

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

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Omnibus Sworn Statement (To be issued prior to issuance 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 [procurementunit@phcc.gov.ph](mailto:procurementunit@phcc.gov.ph) or (assigned PBAC Sec email [amfrancisco@phcc.gov.ph](mailto:amfrancisco@phcc.gov.ph)) on or before **7 December 2022, 12:00 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 **Proposal and/or Terms of Reference**.

Very truly yours,

  
ATTY. JOSEPH MELVIN B. BASAS  
PBAC Chairperson

Item	QTY	ABC	Project Title	Total Amount
				(To be filled-up by the supplier)
1	1	₱ 110,000.00	Procurement of Pest Control Supplies and Services for the Philippine Competition Commission  (Please see attached Terms of Reference)	
<b>Total Lot ABC</b>		<b>₱ 110,000.00</b>	<b>TOTAL Amount:</b>	
<b>Delivery Instructions:</b>			<i>(See attached Terms of Reference)</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 Job Order or a Contract is prepared and executed, this 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 : \_\_\_\_\_



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## TERMS OF REFERENCE

**Project : Procurement of Pest Control Supplies and Services for the  
Philippine Competition Commission for CY 2023**

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### I. RATIONALE

The Philippine Competition Commission (PCC) was created by virtue of Republic Act No. 10667, otherwise known as the Philippine Competition Act. It is an independent quasi-judicial body mandated to promote and maintain market competition by regulating anti-competitive agreements, abuse of dominant position, and anti-competitive mergers and acquisitions.

To support the delivery of this mandate, the General Services Division under the Administrative Office (AO-GSD) provides and maintains a sanitized working environment to the PCC employees and its stakeholders. Thus, services and delivery of supplies of a qualified pest control provider (“Service Provider”) shall be engaged by the Procuring Entity through the AO-GSD (“End-user”).

### II. QUALIFICATIONS OF THE SERVICE PROVIDER

The following are the qualifications for service providers:

1. The Service Provider must meet all the requirements set by the Republic Act (RA) No. 9184 or the Government Procurement Reform Act to be eligible to participate in the procurement.
2. The Service Provider must be a licensed pest control operator of the Fertilizer and Pesticide Authority (FPA) and must be a certified member of the Pest Control Association of the Philippines (PCAP) or accredited by the Philippine Federation of Pest Management Operators Association, Inc. (FPFMOA).
3. Must have **at least three (3) years of experience** in the pest control services and shall submit the following documents:
  - a) Certificate of Satisfactory Services Rendered (CSSR) from at least three (3) previous clients;
  - b) Certificate of Completion of Training/ Seminars of Service Technicians related to the service to be provided; and
  - c) List of chemical products to be used with certification under Section III.3 or equivalent.
4. Must have a team consisting of **at least two (2) service technicians** with at least a minimum of one (1) year of relevant training attended to conduct the Pest Control Treatment.

### III. SCOPE OF SERVICES

The Service Provider shall provide pest control services and supplies for the PCC and shall undertake the following:

#### 1. General Pest Control Treatment (PCT)

The Service Provider shall identify, inspect and treat all known and accessible harborage areas within the PCC premises. Pests that need to be treated are **cockroaches, common ants, flies, mosquitoes and rodents only** (“pests”).

#### 2. Treatment Method

The following methods shall be implemented:

- a. **Mist spraying** – applicable in the elimination of flying insects.
- b. **Residual/surface spraying** – applicable in the elimination of crawling and flying insects that come into contact of the treated surfaces.
- c. **Gel baiting** – applicable in the elimination of crawling insects that consume the bait.
- d. **Mechanical traps** (inclusive of baits) **and glue boards** – applicable in the elimination of rodents.

#### 3. Green Procurement (Chemicals, Equipment and Services)

- a. The Service Provider shall only use household pesticides with Certificate of Product Registration issued by the Food and Drug Administration (FDA) and duly approved by the FPA that are proven to be environmentally-friendly, safe to humans and plants, and non-damaging to PCC documents, property & equipment. The results of the chemicals, equipment, and services have the least possible harmful effects on the environment, human health and safety when compared to other competing and similar acquisitions or, those that make a positive impact on the environment.
- b. The Service Provider shall provide necessary materials and equipment necessary for the execution of the work effectively and ensure effective treatment and elimination of the identified pests.
- c. The Service Provider shall ensure that its service technician wear their proper company uniform with identification cards and equipped with appropriate Personnel Protective Equipment (PPE) and shall observe safety and security protocols while performing the service.

#### 4. Documentation

The Service Provider shall submit the following:

- a) Certification of service technicians to be assigned in conducting the PCT;

- b) Product Specifications and/or Safety Data Sheet of household pesticide to be used for approval by the End-user representative/s prior to the conduct of the PCT;
- c) **Technical or Service Accomplishment Report** indicating the treatment method as specified in Section III.2
- d) **After Service or Post Inspection Report** with recommendations to help control and minimize re-infestation in the PCC premises.

#### **IV. WORK SCHEDULE**

The Service Provider shall conduct the PCT **on a monthly basis and during Saturdays or Sundays from 1:00PM onwards only**. Prior to the conduct of PCT, the Service Provider shall submit the following documents to the AO-GSD at least five (5) working days before the conduct of the PCT:

- a. Work Permit (form to be provided by the End-user representative);
- b. Job Hazard Analysis; and
- c. Manpower and Equipment List.

#### **V. PAYMENT SCHEME / TERMS OF PAYMENT**

The Service Provider shall submit on a monthly basis the following documents:

- a. Statement of Account / Billing Statement;
- b. Technical or Service Accomplishment Report; and
- c. After Service or Post Inspection Report.

The Procuring Entity shall pay the Service Provider within fifteen (15) calendar days upon receipt of the SOA and issuance of a Certificate of Satisfactory Service Rendered by the End-user.

#### **VI. APPROVED BUDGET FOR THE CONTRACT (“ABC”)**

The ABC for this procurement is **One Hundred Ten Thousand Pesos Only (PhP110,000.00)**, inclusive of all applicable government taxes and other miscellaneous expenses subject to the usual budgeting, accounting, auditing rules and regulations.

#### **VII. MODE OF PROCUREMENT**

The Mode of Procurement shall be Negotiated Procurement – Small Value Procurement as provided under Section 53.9 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA No. 9184.

#### **VIII. CONTRACT DURATION**

The contract will be valid for a period of **twelve (12) months, reckoning from the signed Job Order with conforme until December 2023**.

**IX. SERVICE WARRANTY**

The Service Provider shall perform the scope of services as listed in Section III of this TOR in accordance with best industry practices and standards and shall conduct an inspection to determine the effectiveness of the treatment done. In any case that pest problems recur within ten (10) days, the Service Provider shall perform the necessary corrective actions immediately at no additional costs to PCC. Further, damage to PCC’s property and equipment caused by the chemicals shall be replaced at no additional cost to PCC.


**X. LIQUIDATED DAMAGES**

In case the Service Provider refuses or fails to satisfactorily complete the work within the specified contract time plus any time extension as requested and duly granted is hereby in default under the contract, the amount of the liquidated damages shall be at least equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. In case the total sum of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind the contract, without prejudice to other courses of action and remedies open to it.

**XI. DISPUTE RESOLUTION**

- A. Should any dispute related to the contract and/or rights of the parties arise, 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.
- B. 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; and
- C. Any amendment or additional terms and conditions to the contract must be in writing, signed and acknowledged by the Parties.

Prepared by:

  
**JONALYN F. FUNA**  
 Administrative Officer II, GSD

Reviewed by:

  
**ROMMEL R. OIRA**  
 Chief Administrative Officer, GSD

Approved By:

  
**JESON Q. DE LA TORRE**  
 Director IV  
 Administrative Office

**CONFORME:**

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Name of Consultant / Firm

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Signature of Consultant / Authorized Representative

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Designation

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Date

