

REQUEST FOR PROPOSAL
**Provision of Courier Services for the Official
Outgoing Documents and Relevant Materials of the
Philippine Competition Commission for CY 2024**

P.R. No./Date Received: **2023-EPA-0003 / 06 October 2023**

RFQ/P No. / Date: **2023-EPA-0001 / 12 October 2023**

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

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

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual
- PhilGEPS Registration Number
- Notarized Omnibus Statement
- Signed Detailed Technical Specifications
- Signed Request for Proposal

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 or (assigned PBAC Sec email zdmorales@phcc.gov.ph) on or before **19 October 2023, 1:00 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 Detailed **Technical Specifications**.
- 10 Please note that the award of the procurement is on a **per lot basis**.

Very truly yours,


ATTY. JOSEPH MELVIN B. BASAS
PBAC Chairperson 

Item	QTY	Unit	ABC		Project Title	Unit Cost (PhP)	Total Amount (PhP)
			Unit Cost	Total			
1	1	lot	P 400,000.00	P 400,000.00	Provision of Courier Services for the Official Outgoing Documents and Relevant Materials of the Philippine Competition Commission for CY 2024		
					<i>(Please see attached Detailed Technical Specifications)</i>		
Total Lot ABC				P 400,000.00	TOTAL Amount (Per Lot):		
Delivery Instructions:					<i>(Please see attached Detailed Technical Specifications)</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 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 : _____

DETAILED TECHNICAL SPECIFICATIONS

Project Title : **Provision of Courier Services for the Official Outgoing Documents and Relevant Materials of the Philippine Competition Commission CY 2024**

Contract Duration : **January 01, 2024 – December 31, 2024**

I. Rationale

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

To support the delivery of its Vision and Mission and efficiently perform its mandate and meet the PCC’s operational and administrative requirements, including the delivery of services to the public, especially its clientele, both internal and external, the engagement of the services of a qualified courier Service Provider is necessary to perform efficient, timely, and secured delivery of its official documents and relevant materials.

With this, the Administrative Office-General Services Division (AO-GSD), as the End-user, intends to engage a Service Provider for the Provision of Courier Services for the Official Outgoing Documents and Relevant Materials of the Philippine Competition Commission (the “Project”).

II. Scope of Services

The Service Provider shall provide courier services for the PCC and 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 the PCC's overall courier transactions and statuses in real time. 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 PM**. 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.
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, 2024** or upon issuance and receipt of the Notice of Award, whichever is later, **until December 31, 2024**.

V. Approved Budget for the Contract and Mode of Procurement

The Approved Budget for the Contract is **Four Hundred Thousand Pesos (PhP400,000.00)**, 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 mode of procurement shall be Negotiated Procurement – Small Value Procurement in accordance with the provision of 2016 revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184 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:



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Reviewed by:



ROMMEL R. OIRA
Chief Administrative Officer, GSD



Approved by:



JESON Q. DE LA TORRE
Director IV, Administrative Office

CONFORME:

Name and Signature of Authorized Representative

Designation

Name of Company

Date