

REQUEST FOR PROPOSAL

Provision of Pest Control Services for the Philippine Competition Commission for CY 2024

P.R. No./Date Received: **2024-EPA-0011 / 11 October 2023**

RFQ/P No. / Date: **2024-EPA-0006 / 25 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 Sworn Statement (To be issued before award of contract)
- Signed Detailed Technical Specifications
- Signed Request for Proposal

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 mbnunez@phcc.gov.ph or procurement@phcc.gov.ph on or before **06 November 2023, 5:00 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	Unit	QTY	ABC		Project Title	Unit Cost (PhP)	Total Amount (PhP)
			Unit Cost	Total		(To be filled out by the supplier)	
1	lot	1	₱ 180,000.00	₱ 180,000.00	Provision of Pest Control Services for the Philippine Competition Commission for CY 2024		
<i>(Please see attached Detailed Technical Specifications)</i>							
Total Lot ABC			₱ 180,000.00		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 SPECIFICATION

Project Title : **Provision of Pest Control Services for the Philippine Competition Commission for CY 2024**

Contract Duration : **01 January 2024 to 31 December 2024**

I. RATIONALE

The Philippine Competition Commission (PCC) 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 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, the Administrative Office – General Services Division (AO-GSD), as the End-user, provides and maintains a sanitized working environment to the PCC employees and its stakeholders. Thus, the services of a qualified pest control provider (“Service Provider”) need to be engaged.

II. QUALIFICATIONS OF THE SERVICE PROVIDER

The following are the qualifications for a service provider:

1. Must have a License to Operate issued by the Food and Drug Administration and a licensed Pest Control Operator by the Fertilizer and Pesticide Authority (FPA)
2. Must be a certified member of any of the following organizations:
 - a. Pest Control Association of the Philippines (PCAP), or
 - b. Philippine Federation of Pest Management Operators Association, Inc. (PFPMOA)
3. Must submit the following documents:
 - a) Certificate of Satisfactory Services Rendered (CSSR) from at least three (3) previous clients within the last three (3) years;
 - 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. a hereof or equivalent.
- 4. Must have a team consisting of **at least two (2) service technicians for each floor occupied by the PCC** 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 the required 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 with 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 **registered pesticides** with Certificate of Product Registration issued by the 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 such as, but not limited to:
 - Beta-cyfluthrin
 - Imidacloprid
 - Lambda-cyhalothrin
- b. The Service Provider shall provide the End-user the list of chemicals, 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 technicians 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 documents:

- a. **Copy of Licenses to Operate** or equivalent licenses from FDA and FPA;
- b. **Proof of Membership** from PCAP and/or PFPMOA;
- c. **Product Specifications and/or Safety Data Sheet** of registered pesticide to be used for approval by the End-user prior to the conduct of the PCT;
- d. **Technical or Service Accomplishment Report** indicating the treatment method as specified in Section III.2; and
- e. **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 1:00 PM 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 Permits and Gate Pass (forms to be provided by the End-user);
- 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 (SOA) / Billing Statement (BS);
- b. Technical or Service Accomplishment Report; and
- c. After Service or Post Inspection Report.

The PCC shall pay the Service Provider within fifteen (15) calendar days upon receipt of the SOA / BS and complete supporting documents, and issuance of a Certificate of Satisfactory Service Rendered by the End-user.

All payments shall be released and claimed within PCC premises.

VI. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for this procurement is **One Hundred Eighty Thousand Pesos Only (PhP180,000.00)**, 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 RIRR of RA 9184.

VIII. CONTRACT DURATION

The contract shall begin from 01 January 2024 or upon receipt and acceptance of the Job Order, whichever is later, **until December 31, 2024**.

IX. SERVICE WARRANTY

The Service Provider shall perform the scope of services as listed in Section III of this Detailed Technical Specifications 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

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.

XI. DISPUTE RESOLUTION

Should any dispute related to the contract and/or rights of the PCC and the Service Provider (collectively as “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.


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

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

Prepared by:

Reviewed by:


TEEJAY YOSHIUMI J. SAKUMA
Administrative Officer III, GSD


ROMMEL R. OIRA
Chief Administrative Officer, GSD

Approved By:


JESON Q. DE LA TORRE
Director IV
Administrative Office

CONFORME:

Name of Company

Signature of Bidder / Authorized Representative

Designation

Date