

REQUEST FOR PROPOSAL

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

P.R. No./Date Received: 2021-09-0099/01 September 2021

RFQ/P No. / Date: 2021-09-0105/03 September 2021

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 / Technical Specifications Sheet** 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 submitted prior to the issuance of JO/PO)

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 procurement@phcc.gov.ph or fgonzalodo@phcc.gov.ph on or before **10 September 2021; 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 **Terms of Reference / Technical Specifications Sheet**.

Very truly yours,



MA. CELESTE S. DIZON
PBAC Head Secretariat

Item	QTY	ABC	Technical Specifications	Total Amount		
				(To be filled-up by the supplier)		
1		P 60,000.00	Procurement of Pest Control Supplies and Services for the Philippine Competition Commission <i>(Please see attached Terms of Reference/Specifications)</i>			
Total ABC		P 60,000.00	TOTAL Amount:			
Delivery Instructions:			<i>Please 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 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

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

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 Service Provider must be an established pest control marketing and distribution company with **at least three (3) years of experience** in the pest control service business.

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. **Mechanical traps and glue boards** – applicable in the elimination of rodents; inclusive of baits



3. Chemicals, Equipment and Manpower for Pest Control

- a. The Service Provider shall provide and use the necessary chemicals and equipment that are safe to humans, non-damaging to PCC documents, property & equipment and ensure effective treatment and elimination of the identified Pests.
- b. The chemical products shall be in compliance with international standards such as, but not limited to:
 1. Hazard Analysis and Critical Control Point (HACCP) Certification
 2. World Health Organization Pesticide Evaluation Scheme (WHOPES) Endorsement
- c. The Service Provider shall provide a team consisting of **at least two (2) service technicians** during the conduct of the PCT.

4. Documentation

The Service Provider shall submit a **Technical Report** indicating the type of treatment done 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 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 AO-GSD representative)
- b. **Job Hazard Analysis**
- c. **Manpower and Equipment List**

V. PAYMENT SCHEME / TERMS OF PAYMENT

The End-user shall pay the Service Provider on a monthly basis within fifteen (15) calendar days upon receipt of the following:

- a. **Statement of Account / Billing Statement**
- b. **Technical Report**
- c. **Certificate of Satisfactory Service Rendered** issued by the PCC - Administrative Office - General Services Division

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

The ABC for this procurement is **Sixty Thousand Pesos Only (Php 60,000.00)**, inclusive of all applicable government taxes and other miscellaneous expenses subject to the usual budgeting, accounting, auditing rules and regulations.

VII. CONTRACT DURATION

The contract will be valid for a period of **four (4) months, reckoning from the signed Job Order with conforme until December 2021**.

VIII. LIQUIDATED DAMAGES

In case of a service provider's delay in the delivery of goods and/or performance of services, the amount of the liquidated damages shall be at least equal to one-tenth (1/10) of one percent (1.00%) 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 procuring entity may rescind the contract, without prejudice to other courses of action and remedies open to it.

IX. 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.

Recommended for Approval:


MA. CELESTE S. DIZON
OIC, General Services Division


JESON O. DE LA TORRE
Director IV, Administrative Office

CONFORME:
_____ Name of Consultant / Firm
_____ Signature of Consultant / Authorized Representative
_____ Designation
_____ Date