

**CONTRACT FOR THE PROCUREMENT OF COURIER SERVICES FOR
CALENDAR YEAR 2021 FOR THE CENTRAL OFFICE TO THE
REGIONAL OFFICES, SATELLITE OFFICES AND OFF SITE SERVICE
CENTERS**

CS-03-2021-08(A) dated March 31, 2021

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

PROFESSIONAL REGULATION COMMISSION, an agency of the National Government, hereinafter referred to as **PRC**, with principal office address at P. Paredes, (former Morayta St.), Sampaloc, Manila, represented by its Chairman, **HON. TEOFILO S. PILANDO, JR.**;

- and -

WIDE WIDE WORLD EXPRESS CORPORATION (W EXPRESS), a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at Pascor Drive, Sto. Niño, Parañaque City, herein represented by its Chairman and President, **MS. DAWN J. FELICIANO**.

WITNESSETH THAT:

WHEREAS, PRC invited bids for the Procurement of Courier Services for Calendar Year 2021 for the Central Office to the Regional Offices, Satellite Offices and Off Site Service Centers, and has accepted the bid of **W EXPRESS** for the services in the amount of **ONE MILLION TWO HUNDRED FOUR THOUSAND EIGHT HUNDRED PESOS (Php1,204,800.00)** only. (Hereinafter called "the Contract Price").

WHEREAS, upon evaluation and recommendation of the Bids and Awards Committee, and approval of the Commission, **W EXPRESS** was declared to be the Single Calculated and Responsive Bidder for the project: Procurement of Courier Services for Calendar Year 2021 for the Central Office to the Regional Offices, Satellite Offices and Off Site Service Centers.

NOW, THEREFORE, for and in consideration of the abovementioned premises and of the mutual obligations, duties and responsibilities, as well as the terms and conditions hereinafter set forth, **PRC** and **W EXPRESS** have agreed as follows:

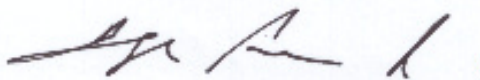
1. The words, phrases and expression in this Agreement shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents, herein attached as "Annexes A-G", shall be deemed to form part of this Agreement and be read and construed as follows:
 - A. The Supplier's Bid, including the Technical and Financial Proposal, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - B. The Schedule of Requirements acknowledged by the **W EXPRESS**;

- C. The Technical Specifications acknowledged by the **W EXPRESS**;
 - D. The General Conditions of Contract acknowledged by the **W EXPRESS**;
 - E. The Special Condition of Contract acknowledged by the **W EXPRESS**;
 - F. The Performance Security; and
 - G. PRC's Notice of Award.
3. In consideration of the payments to be made by the **PRC, W EXPRESS** hereby agrees to provide the goods and to remedy defects therein in conformity, in all respects, with the provisions of this Contract.
4. **PRC** hereby covenants to pay the **W EXPRESS** in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties have signed this Contract, this _____ day of MAR 31 2021 in the City of Manila, Philippines.


**PROFESSIONAL REGULATION
COMMISSION**

By:



TEOFILO S. PILANDO, JR.
Chairman

**WIDE WIDE WORLD
EXPRESS CORPORATION**

By:


DAWN J. FELICIANO
Chairman and President

SIGNED IN THE PRESENCE OF:


KAREN M. MAGSALIN
OIC, Procurement and Supply Division


ELOISA MEÑA
Senior Manager

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


RASETES E. RAZONABE
OIC, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.
MAKATI

BEFORE ME, a Notary Public for and in the City of Manila, this 31 MAR 2021 day of _____, personally appeared:

Name of Contracting Parties	Government Issued ID	Date & Place Issued or ID Number
Professional Regulation Commission TEOFILO S. PILANDO, JR.	Personnel ID	P000569
Wide Wide World Express Corporation DAWN J. FELICIANO	PHIL. PASSPORT	P4780383A

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and likewise that of the agency/company they represent.

This instrument refers to a Contract for Procurement of Courier Services for Calendar Year 2021 for the Central Office to the Regional Offices, Satellite Offices and Off Site Service Centers of three (3) pages including the page on which this Acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above-written.

Doc No. 1411
Page No. 90
Book No. 85
Series of 7011

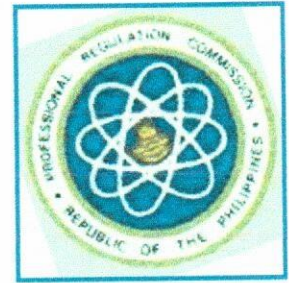
ATTY. JORUA P. LAPUZ
Notary Public Makati City
Until Dec. 31, 2021
Appointment No. A-66-(2020-2021)
PTR No. 8116016 Jan. 2, 2020/Makati
IBP Lifetime No. 04297 Roll No. 45799
MCLE Compliance No. VI-0016565
G/F Fedman Bldg., 199 Salcedo St.
Legaspi Village, Makati City





Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
P. Paredes St., Sampaloc, Metro Manila
Facsimile: 310-0037 / email: bac@prc.gov.ph



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Vice-Chairperson


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Provisional Member, Non-IT Projects

RICHARD M. ARANIEGO
Provisional Member, IT Projects

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Secretary

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CHRISTOPHER A. MAYO
Member

ELIEZER C. LEYCO
Member

LIEZEL F. BURAGA
Member

JOEL P. IGNACIO
Member

OFFICIAL BID FORM FINANCIAL

Date: November 16, 2020

Invitation to Bid No: 2021-01

To: **PROFESSIONAL REGULATION COMMISSION**
P. Paredes St., Sampaloc, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers 1, 2 & 3 [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer the **PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021 WITH AN APPROVED BUDGET FOR THE CONTRACT OF ONE MILLION FIVE HUNDRED SIX THOUSAND PESOS (PHP1,506,000.00).**

in conformity with the said Bidding Documents for the sum of Total Bid Price:

Quantity	Amount
Estimated Average Weight of kilos: FIFTY TWO THOUSAND THREE HUNDRED NINE AND 82/100 (52,309.82) KILOS	1,204,800.00
TOTAL AMOUNT:	1,204,800.00

TOTAL BID PRICE for the Project (Inclusive of all taxes and bank charges):

₱ 1,204,800.00

ONE MILLION TWO HUNDRED FOUR THOUSAND EIGHT HUNDRED PESOS

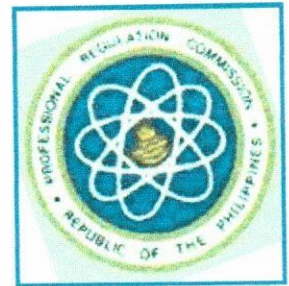
(In Words)

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.



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JOEL P. IGNACIO
Member

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS provision for ITB Clause 17.1** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

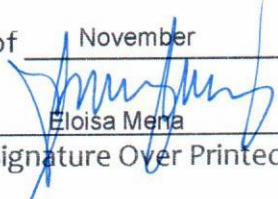
Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
NONE (if none, state "None")	NONE	NONE

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 16 day of November, 2020

Authorized Representative: 
(Signature Over Printed Name)

In the capacity of: Senior Manager

Duly Authorized to Sign Bid for and on behalf of:

Name of the Company: W Express Corporation

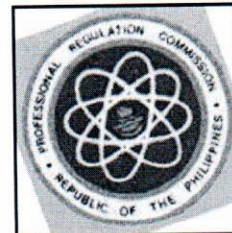
Address: W Express Bldg, Pascor Drive Sto. Paranaque

Tel. /Fax No(s): 02. 8879-8888



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BID BULLETIN NO. 3
November 10, 2020

NOTICE OF POSTPONEMENT AND RESCHEDULING OF SUBMISSION AND OPENING OF BIDS

PROJECT: PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021 FOR THE CENTRAL OFFICE TO THE REGIONAL OFFICES, SATELLITE OFFICES AND OFF SITE SERVICE CENTERS WITH AN APPROVED BUDGET FOR THE CONTRACT OF ONE MILLION FIVE HUNDRED SIX THOUSAND PESOS (PHP1,506,000.00)

Please be advised of the following modifications/amendments to the Bidding Documents.

1. The item no. 1 of Section VI. Schedule of Requirements, shall now read as follows:

Item No.	Description	Delivered Weeks / Months (TIMELINE)
1.	All cargoes, documents and records of PRC shall be handled with care and picked up by the WINNING BIDDER at the PRC Central Office and National Capital Region Regional Office, at P. Paredes St., Sampaloc, Manila, and at the Philippine International Convention Center (PICC), to its Regional Offices, Satellite Office and Off-site Service Centers and be timely served upon the parties. This includes the sending of Notices, Summons, Orders and Decisions issued by the Professional Regulatory Boards at 400 per month.	During Contract implementation

2. Please take note of the new schedule of BAC activities:

- **Deadline of Submission of Bids shall be at 10:00 AM on November 17, 2020.** Late bids shall not be accepted.
- **Opening of Bids shall be at 1:00 PM on November 17, 2020.** Via videoconferencing.

**ACKNOWLEDGMENT AND COMPLIANCE
WITH THE TERMS OF REFERENCE FOR THE
PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021**

[Signature]
SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

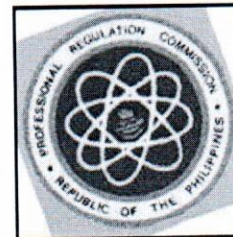
Please be guided accordingly.

ATTY. ARISTOGERSON T. GESMUNDO
Assistant Commissioner
BAC Chairman



Bids and Awards Committee

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BID BULLETIN NO. 1 November 4, 2020

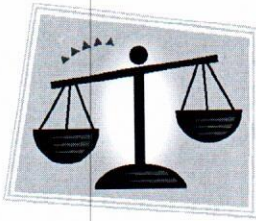
NOTICE OF POSTPONEMENT AND RESCHEDULING OF SUBMISSION AND OPENING OF BIDS

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FOR THE CONTRACT OF ONE MILLION FIVE HUNDRED
SIX THOUSAND PESOS (PHP1,506,000.00)**

**Please be advised of the following modifications/amendments to the
Bidding Documents.**

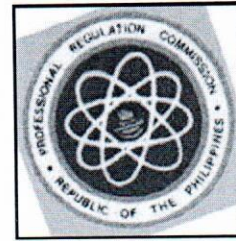
- The following item no. in the Section VI. Schedule of Requirements,
shall now read as follows:**

Item No.	Description	Delivered Weeks / Months (TIMELINE)																		
3.	<p>Except in case of force majeure, the winning bidder shall give priority to all PRC Cargoes in the shipment via air or sea of the same and shall make sure that they are delivered on time to the specified Consignee in undamaged condition, on 4:00 p.m. cut-off time. <i>Due to the current situation that were in and limited airline flights and ship movements the lead time shall now be adjusted, as reflected on the table below.</i></p> <table><tr><th>SERVICEABLE AREA (SA)</th><th>LEAD TIME</th></tr><tr><td>NCR</td><td>1-3 DAYS</td></tr><tr><td>LUZON</td><td>3-5 DAYS</td></tr><tr><td>VISAYAS</td><td>5-8 DAYS</td></tr><tr><td>MINDANAO</td><td>5-8 DAYS</td></tr></table> <table><tr><th>OUTSIDE SERVICEABLE AREA (OSA)</th><th>LEAD TIME</th></tr><tr><td>LUZON</td><td>7-8 DAYS</td></tr><tr><td>VISAYAS</td><td>10-14 DAYS</td></tr><tr><td>MINDANAO</td><td>10-14 DAYS</td></tr></table> <p><i>However, if the current situation went back to normal, the lead time of not more than two (2) days shall be immediately implemented.</i></p>	SERVICEABLE AREA (SA)	LEAD TIME	NCR	1-3 DAYS	LUZON	3-5 DAYS	VISAYAS	5-8 DAYS	MINDANAO	5-8 DAYS	OUTSIDE SERVICEABLE AREA (OSA)	LEAD TIME	LUZON	7-8 DAYS	VISAYAS	10-14 DAYS	MINDANAO	10-14 DAYS	During Contract implementation
SERVICEABLE AREA (SA)	LEAD TIME																			
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19.

Except in cases of force majeure, the service areas with corresponding lead times are as follows:

SERVICEABLE AREA (SA)	LEAD TIME
NCR	1-3 DAYS
LUZON	3-5 DAYS
VISAYAS	5-8 DAYS
MINDANAO	5-8 DAYS

OUTSIDE SERVICEABLE AREA (OSA)	LEAD TIME
LUZON	7-8 DAYS
VISAYAS	10-14 DAYS
MINDANAO	10-14 DAYS

However, if the current situation went back to normal, the lead time of not more than two (2) days shall be immediately implemented.

19.1 Serviceability will be based on WINNING BIDDER Service Area Manual. No delivery for far flung areas or OUT of Service Areas.

19.2 Should any loss, theft, damage or any other similar cause occur while shipment is in custody of WINNING BIDDER, it is understood that arrangements for its replacement including assistance, costs among others shall be limited to WINNING BIDDER and the applicant and vice versa.

19.3 The agreed upon procedures and lead times for Return to Sender (RTS) are as follows:

- Undelivered transactions due to Bad Address or Unknown Consignee – For both Metro Manila and Provincial transactions – 2 delivery attempts.
- Undelivered transactions after making 2 delivery attempts – FOR METRO MANILA TRANSACTIONS- The document will stay at the WINNING BIDDER.

19.4 If the consignee calls WINNING BIDDER within 5 days:

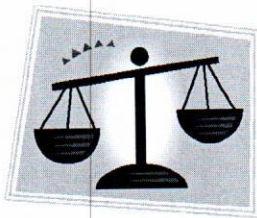
- 1st option – Pick up at WINNING BIDDER
- 2nd option – If not accessible to the applicant, pick up at the nearest WINNING BIDDER outlet.

19.5 If the consignee does not call WINNING BIDDER within 5 days, all undelivered transactions should be returned to PRC within twenty four (24) hours from the said 5th day.

19.6 FOR PROVINCIAL TRANSACTIONS – the document will stay at the branch/agent office for 10 days.

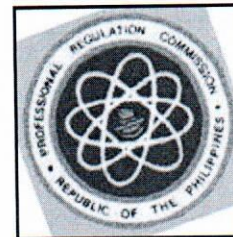
- If the Consignee calls WINNING BIDDER within 10 days:
 - 1st option – Pick up at branch/agent office.
 - 2nd option – If not accessible to the applicant, pick up at the nearest WINNING BIDDER Outlet.
- If the consignee does not call WINNING BIDDER within 10 days, all undelivered transactions should be returned to Manila c/o WINNING BIDDER within twenty four (24) hours from the said 5th day.

During Contract implementation




Bids and Awards Committee

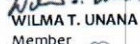
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2. Please take note of the new schedule of BAC activities:

- **Deadline of Submission of Bids shall be at 10:00 AM on November 13, 2020.** Late bids shall not be accepted.
- **Opening of Bids shall be at 1:00 PM on November 13, 2020.**
Via videoconferencing.

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021


Erika Mena
Senior Manager
W Express Corporation
SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

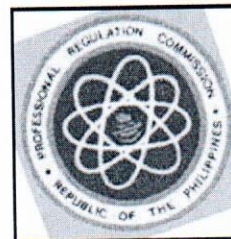
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BID BULLETIN NO. 1
October 27, 2020

NOTICE OF POSTPONEMENT AND SCHEDULING OF 2nd PRE-BID CONFERENCE AND RESCHEDULING OF SUBMISSION AND OPENING OF BIDS

**PROJECT: PROCUREMENT OF COURIER SERVICES FOR CALENDAR
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CENTERS WITH AN APPROVED BUDGET FOR THE CONTRACT
OF ONE MILLION FIVE HUNDRED SIX THOUSAND PESOS
(PHP1,506,000.00)**

Please be advised of the following modifications/amendments to the Bidding Documents.

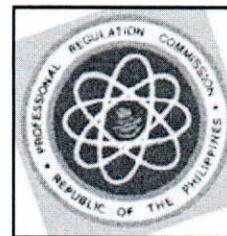
1. The following item no. in the Section VI. Schedule of Requirements, shall now read as follows:

Item No.	Description	Delivered Weeks / Months (TIMELINE)
3.	Except in case of force majeure, the winning bidder shall give priority to all PRC Cargoes in the shipment via air or sea of the same and shall make sure that they are delivered on time to the specified Consignee in undamaged condition, on 4:00 p.m. cut-off time with lead time of not more than two (2) days.	During Contract implementation
7.	Except in cases of force majeure and fortuitous events, WINNING BIDDER shall be precluded from: 7.1 Bumping-off PRC cargo in favor of other clients; 7.2 Refusing to transport, ship and deliver PRC cargo via air or sea; 7.3 Exercising stoppage in transit, or when a co-loader or subcontractor fails, for any justifiable reason, to fulfill the terms and conditions of co-loading or subcontracting agreements with WINNING BIDDER; and 7.4 Ceasing transport, shipment and delivery operations involving PRC cargo.	During Contract implementation
9.	WINNING BIDDER shall deliver cargo via air or sea only to the Consignee or a duly authorized PRC representative on the address as specified on the top portion of PRC Bill of Lading which should be the same Consignee indicated in WINNING BIDDER waybill. Any delivery made to a person or entity other than the intended Consignee or duly authorized representative shall be deemed a failure of delivery for which the WINNING BIDDER is liable to re-deliver and take the fastest means available, and charge the difference in the shipment of freight cost to itself.	During Contract implementation
11.	WINNING BIDDER shall exercise extra-ordinary diligence in the handling of shipment whether via air or sea. Except in cases of force majeure or fortuitous event, WINNING BIDDER agrees to compensate PRC's claim of damages and losses based on the formal claim letter duly filed with complete documents attached, accepted, processed and determined as the fault of	During Contract implementation



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WINNING BIDDER. Such claims must be filed within thirty (30) days from date of damages or from the time the consignee receives the shipment from WINNING BIDDER. Payment of such claim shall, however, be limited to the reasonable and correct value appearing on the Bill of Lading or has been fairly and freely agreed upon by both parties.

2. The following item no. in the Section VII. Technical Specifications, shall be read as follows:

ITEM	SPECIFICATION
1.1	Description of door-to-door pick-up and delivery of parcel and cargoes via air or sea from the PRC Central Office and National Capital Region Regional Office, to the Fifteen (15) Regional Offices, Satellite Offices and Off-site Service Centers.
3.8	The OCSDS must provide a facility for PRC to generate delivery/shipping transaction reports whether via air or sea on a daily/weekly/monthly basis.

3. Please take note of the new schedule of BAC activities:

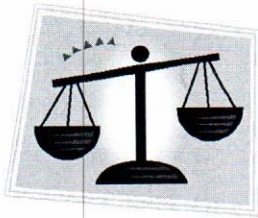
- **2nd Pre-bid Conference will be at 11:00 AM on October 28, 2020.**
Via videoconferencing. For proper coordination, all interested bidders are hereby requested to submit their Letter of Intent to participate, including therein contact details, and send to bac@prc.gov.ph on or before **October 28, 2020**.
- **Deadline of Submission of Bids shall be at 10:00 AM on November 10, 2020.** Late bids shall not be accepted.
- **Opening of Bids shall be at 11:00 AM on November 10, 2020.**
Via videoconferencing.

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021

[Signature]
SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

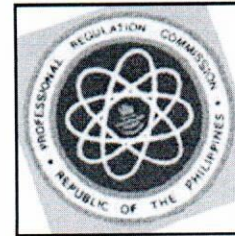
Please be guided accordingly.

ATTY. ARISTOGERSON T. GESMUNDO
Assistant Commissioner
BAC Chairman




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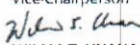
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Section IV. General Conditions of Contract

1. Definitions

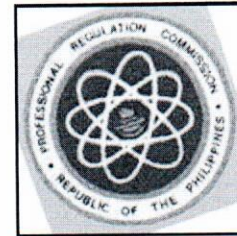
1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.




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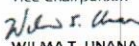
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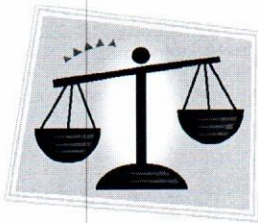
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2. Corrupt, Fraudulent, Collusive, and Coercive Practices

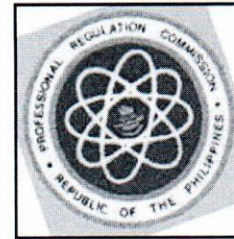
2.1 Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing, intimidating any party to prevent it from disclosing its knowledge of



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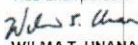
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matters relevant to the administrative proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1 (a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

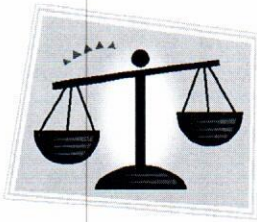
4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

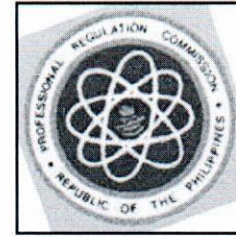
5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.



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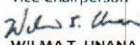
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6. Scope of Contract

6.1 The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

7.1 Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

7.2 If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

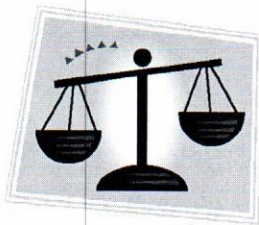
8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

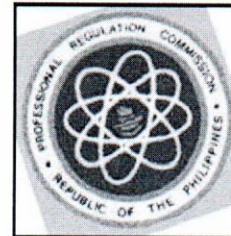
9.1 For the given scope of work in this Contract as awarded, all bid prices per unit are considered fixed prices, and therefore not subject to price escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in Accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by




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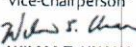
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the supplier in its bid, with the exception of any change in price resulting from a change Order issued in accordance with GCC Clause 29.

10. Payment

10.1 Payments shall be made only upon a certification by the HoPE to the effect that the goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3 Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

10.4 Unless otherwise specified in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

10.5 Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

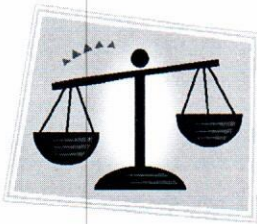
11. Advance Payment and Terms of Payment

11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

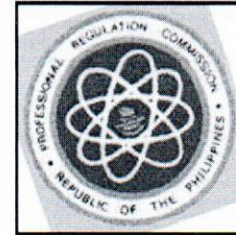
11.3 For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of




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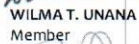
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the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.

- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

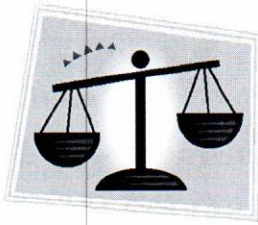
13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- The Supplier has no pending claims for labor and materials filed against it; and
- Other terms specified in the **SCC**.

13.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

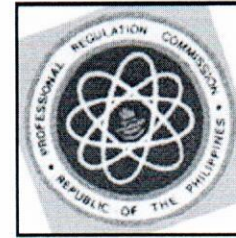
14. Use of Contract Documents and Information

14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written



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consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII Technical Specification; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specification shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

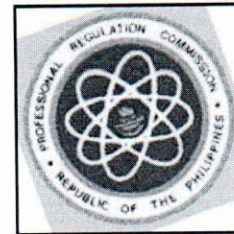
16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.



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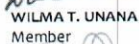
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16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

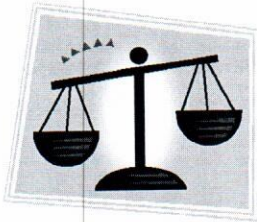
17.4 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

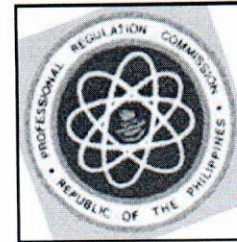
18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirement.

18.2 If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its




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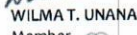
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likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity 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 (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

20.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

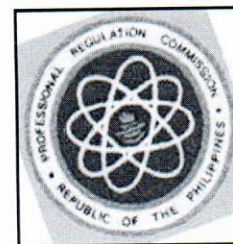
20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.




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21. Liability of the Supplier

21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2 For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

22.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1 The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

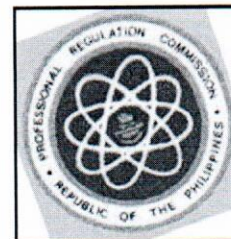
23.2 The Procuring Entity may terminate the contract when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased;

23.3 The Supplier fails to perform any other obligation under the Contract.




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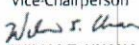
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23.4 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.5 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

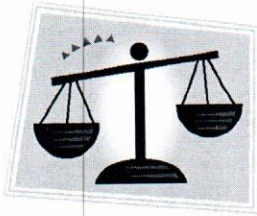
25. Termination for Convenience

25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

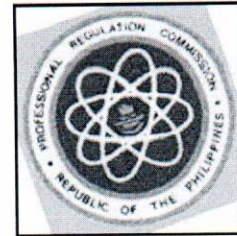
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

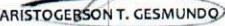


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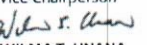
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26. Termination for Unlawful Acts

26.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

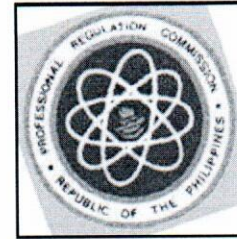
27.1 The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit or the Bids and Awards Committee, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - i. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - ii. the extent of termination, whether in whole or in part;
 - iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - iv. special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;



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- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

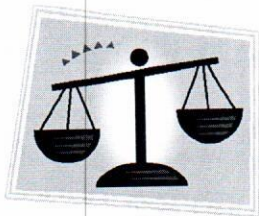
Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

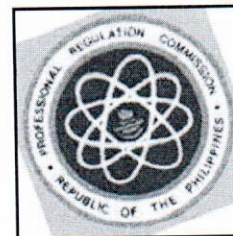
ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021

FLOSA MENA
SENIOR MANAGER
W EXPRESS CORPORATION
SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
P. Paredes St., Sampaloc, Metro Manila
Facsimile: 5 310-0037 / email: bac@prc.gov.ph



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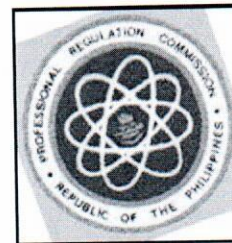
Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is the Professional Regulation Commission
1.1 (i)	The Supplier is
1.1 (j)	The Funding Source is: The Government of the Philippines (GOP) through the authorized appropriations under the <i>FY 2021 General Appropriations Act</i> in the amount provided in the OFFICIAL BID FORM submitted by the Supplier.
1.1 (k)	The Project sites are defined in Section VI. Schedule of Requirements
4.1	Compliance with applicable Labor Laws Compliance with all the rights and benefits of the employees under Labor Code and applicable Wage Laws such as but not limited to: service incentive leave, rest days, overtime pay, 13 th month pay, contributions and remittances of SSS, PhilHealth, and PAG-IBIG shall be mandatory. <i>Latest proof of remittances of at least three (3) months.</i>
5.1	The Procuring Entity's address for Notices is: <div style="margin-left: 40px;"> Name Professional Regulation Commission Contact Hon. Teofilo S. Pilando, Jr. Position Chairman Address P. Paredes St., Sampaloc, Manila Phone No. 5310-0037 </div> The Supplier's address for Notices is:
6.2	Delivery of the goods and services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirement.
7	Subcontracting shall not be allowed.
9	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A.
10.1	No further instructions.
10.2	No further instructions.
10.4	The currency of payment shall be in Philippine Peso.
13.1	No further instructions.
13.4	No further instructions.
13.4 (c)	No further instructions.



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Member

16.1	No further instructions.
17.2	Any violation of this clause shall entitle the Procuring Entity to liquidated damages in the amount specified in Item No. 19 of this SCC.
17.3	<i>If the Goods pertain to Expendable Supplies: Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</i> <i>If the Goods pertain to Non-expendable Supplies: One (1) year after acceptance by the Procuring Entity of the delivered Goods.</i>
17.4 and 17.5	The period for correction of defects in the warranty period is <i>immediately within 7 days after the relevant time of delivery or discovery of said defects as provided by the schedule of requirements.</i> Failure to remedy the defects will be subjected to Item No. 19 provision.
20.4	In the case of a dispute between the Procuring Entity and the Supplier, it shall be resolved in accordance with Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
21.1	No further instructions
23.1 (c)	Termination of the existing contract on ground of failure of the winning Bidder to perform its obligation under the contract shall likewise be the basis for the declaration of blacklisting by the Bids and Awards Committee.
	OVER-PAYMENT and OVER-PRICING <i>In the event a finding of overpricing and/or overpayment has been made by the appropriate authority, the contractor shall reimburse the Procuring Entity the amount declared as overpriced or overpaid.</i>

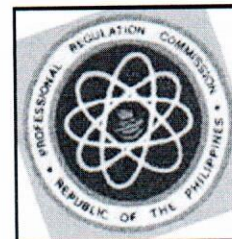
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Senior Manager
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Section VI. Schedule of Requirements

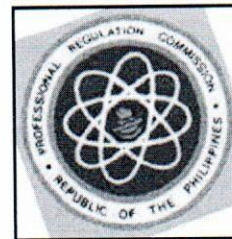
The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	Description	Delivered Weeks / Months (TIMELINE)
1.	All cargoes, documents and records of PRC shall be handled with care and picked up by the WINNING BIDDER at the PRC Central Office and National Capital Region Regional Office, at P. Paredes St., Sampaloc, Manila, and at the Philippine International Convention Center (PICC), to its Regional Offices, Satellite Office and Off-site Service Centers.	During Contract implementation
2.	<p>Nationwide coverage and with company branch and / or agents to service PRC Central Office and National Capital Region Regional Office, at P. Paredes St., Sampaloc, Manila, and at the PICC, to its Regional Offices, Satellite Office and Off-site Service Centers.</p> <p>The Regional Offices are located in La Union, Rosales, Pangasinan, San Fernando-Pampanga, Calapan-Mindoro, and in the cities of Tuguegarao, Baguio, Lucena, Legaspi, Cebu, Iloilo, Tacloban, Cagayan De Oro, Davao, Koronadal, Pagadian and Butuan.</p> <p>The Satellite Office is located in Zamboanga City.</p> <p>The Off-site Service Centers are located in:</p> <p>Robinsons Place Bacolod City Robinsons Galleria Cebu City Robinsons Place Dasmariñas, Cavite Robinsons Place Dumaguete City Robinsons Place Gensan City Robinsons Place Iligan City Robinsons Place Ilocos Robinsons Place Iloilo City Robinsons Place Las Pinas City Robinsons Place Naga City Robinsons Place Novaliches, Quezon City Robinsons Place Ormoc City Robinsons Place Palawan Robinsons Place Pangasinan Robinsons Place Santiago, Isabela Robinsons Place Sta. Rosa, Laguna Robinsons Place Tagum, Davao OSSCO Clark, Angeles City OSSCO Davao, City OSSCO Palayan City</p>	During Contract implementation



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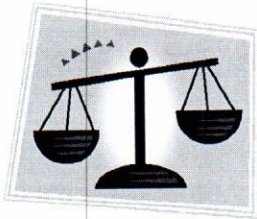
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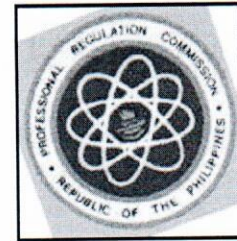
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3.	Except in case of force majeure, the winning bidder shall give priority to all PRC Cargoes in the shipment of the same and shall make sure that they are delivered on time to the specified Consignee in undamaged condition, on 4:00 p.m. cut-off time with lead time of not more than two (2) days.	During Contract implementation
4.	WINNING BIDDER shall bill PRC in accordance with the rates provided in the contract on a monthly basis attaching therein a List of Statement of Charges and Waybills of WINNING BIDDER for all deliveries made within the month.	During Contract implementation
5.	In excess of the estimated weight/volume of FIFTY TWO THOUSAND THREE HUNDRED NINE AND 82/100 (52,309.82) KILOS , WINNING BIDDER shall bill PRC in accordance with the rates provided in the contract.	During Contract implementation
6.	PRC shall pay WINNING BIDDER within ten (10) days upon receipt of billing with complete documents. WINNING BIDDER shall, upon receipt of payment issue the corresponding official receipt, or at least within 24 hours from receipt of payment.	During Contract implementation
7.	Except in cases of force majeure and fortuitous events, WINNING BIDDER shall be precluded from: 7.1 Bumping-off PRC cargo in favor of other clients; 7.2 Refusing to transport, ship and deliver PRC cargo; 7.3 Exercising stoppage in transit, or when a co-loader or subcontractor fails, for any justifiable reason, to fulfill the terms and conditions of co-loading or subcontracting agreements with WINNING BIDDER; and 7.4 Ceasing transport, shipment and delivery operations involving PRC cargo.	During Contract implementation
8.	WINNING BIDDER shall, upon prior notice, facilitate the entry of PRC representatives into warehouses and cargo loading or unloading areas during reasonable office hours for purposes of inspection.	During Contract implementation
9.	WINNING BIDDER shall deliver cargo only to the Consignee or a duly authorized PRC representative on the address as specified on the top portion of PRC Bill of Lading which should be the same Consignee indicated in WINNING BIDDER waybill. Any delivery made to a person or entity other than the intended Consignee or duly authorized representative shall be deemed a failure of delivery for which the WINNING BIDDER is liable to re-deliver and take the fastest means available, and charge the difference in the shipment of freight cost to itself.	During Contract implementation
9.a	WINNING BIDDER shall be authorized for an on line payment of delivery fee of ONE HUNDRED SIXTY PESOS (P160.00), exclusive of fee for the payment channel, to deliver document/s released by the Professional Registry Division/Registration Division and/or Archives and Records Division/Records Division to a PRC client, at his/her option, or to his/her duly authorized representative, or intended consignee, on the address as specified by the PRC Client. Any delivery made to a person or entity other than the PRC client or his/her duly authorized representative or intended consignee shall be deemed a failure of delivery for which the WINNING	During Contract implementation



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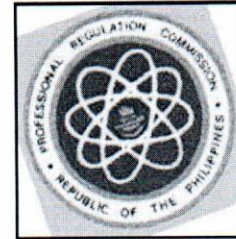
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	BIDDER is liable to re-deliver and take the fastest means available, and charge the difference in the shipment of freight cost to itself.	
10.	The WINNING BIDDER has the right but not the obligation to inspect any shipment, but shall not be authorized to open the shipment.	During Contract implementation
11.	WINNING BIDDER shall exercise extra-ordinary diligence in the handling of shipment. Except in cases of force majeure or fortuitous event, WINNING BIDDER agrees to compensate PRC's claim of damages and losses based on the formal claim letter duly filed with complete documents attached, accepted, processed and determined as the fault of WINNING BIDDER. Such claims must be filed within thirty (30) days from date of damages or from the time the consignee receives the shipment from WINNING BIDDER. Payment of such claim shall, however, be limited to the reasonable and correct value appearing on the Bill of Lading or has been fairly and freely agreed upon by both parties.	During Contract implementation
12.	In cases where the goods of PRC, are already covered by a separate Bill of Lading or Consignment Note ("BL/CN"), the parties agree that such goods shall be governed by the terms and conditions of the BL/CN, it being understood that in case of conflict between such conditions and this agreement, the conditions in the BL/CN shall prevail and the conditions of this Agreement shall only be supplementary in so far as there is no conflict.	During Contract implementation
13.	The WINNING BIDDER shall not be responsible for any failure to comply with, or for any delay in performance of the terms of the Contract where failure or delay is due to causes beyond WINNING BIDDER reasonable control included, but not limited to, acts of God or the public enemy, war, riot, embargo, fire explosion, sabotage, flood, accident, labor disputes, default of common carrier and any other similar or analogous causes.	During Contract implementation
14.	The liability of WINNING BIDDER for any direct loss, theft, damage, or for any other similar cause to the cargoes shall be governed exclusively by the terms and conditions of WINNING BIDDER waybill, whether or not the waybill is actually issued. However, in the event of loss or theft of the cargo, beyond the control of the WINNING BIDDER shall notify the PRC in accordance with the notice provisions herein stated below, within seven (7) working days from WINNING BIDDER discovery of such loss or theft. Notwithstanding the preceding provisions, WINNING BIDDER shall not be held liable for any unsuccessful deliveries due to the following causes: 14.1 Wrong or incomplete address of the Consignee; 14.2 Changes in address of PRC Regional Office with WINNING BIDDER not duly notified; 14.3 Force majeure or other similar causes as stated in paragraph 11; 14.4 Causes other than the force majeure and which cause is beyond the control of WINNING BIDDER; and 14.5 Other causes analogous to the above.	During Contract implementation
15.	The WINNING BIDDER shall provide packaging and crating	During Contract



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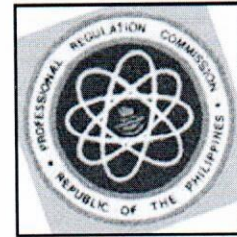
JOEL P. IGNACIO
Member

	services for fragile shipments with charge to be included in monthly billing and specifically identified in the List of Statement of Charges.	implementation
16.	<p>Courier Services shall include the mailing of Official Documents, hauling of Office Supplies, Examination Materials and Office Equipment. The WINNING BIDDER shall provide the following add-on services, as provided for in its Technical bid, at no cost to PRC:</p> <p>16.1 Boxes, pouches, packaging tapes, and forms for PRC's consumption in transporting their goods;</p> <p>16.2 Electronic cargo tracking and monitoring system for fast, regular and accurate information on PRC shipment;</p> <p>16.3 Specifically designated and secure area with a dedicated team at WINNING BIDDERS sorting hub exclusively for PRC cargoes and documents;</p> <p>16.4 Customized risk-based delivery systems for accountable forms, checks and other sensitive official documents;</p> <p>16.5 Assignment of Special Team to handle the PRC account to ensure full implementation of WINNING BIDDER contractual obligations;</p> <p>16.6 Delivery of unclaimed PRC documents to professionals with secure, fool-proof system at the option of the applicant/professional;</p> <p>16.7 Call center facility with courier services; and</p> <p>16.8 Assistance in public information, surveys and social marketing programs.</p>	During Contract implementation
17.	<p>All notices required under this agreement shall be deemed given, if and when personally delivered in writing to the party or its designated agent/representative, faxed, or mailed by registered mail or sent by reputable courier services or by means of electronic mail, return receipt requested, postage prepaid and properly addressed. Such notices shall be deemed given upon three (3) business days after mailing.</p> <p>All notices, requests, consents and other documents ("Notices") shall be deemed served or given.</p>	During Contract implementation
18.	<p>18.1 If personally served by being left at the address of the party to whom the Notice is given between the hours of 8:00 a.m. and 5:00 p.m. on any business day then in such case at the time Notice is duly received;</p> <p>18.2 If sent by facsimile, then in such case when successfully transmitted during business hours, or if not during business hours, then on the next business/working hours; and</p> <p>18.3 If sent by electronic mail, then upon receipt by Sender of the acknowledgment of the "receipt requested" message from the recipient.</p> <p>Any party may change its address for receipt of Notices at any time by giving notice thereof to the party. The duly authorized representative of that party may sign any Notice given under this Agreement on behalf of any party. Either party may change the manner by which notice is to be given provided that the other party was advised of such change in writing, duly received.</p>	During Contract implementation
19.	<p>Except in cases of force majeure, the service areas with corresponding lead times are as follows:</p> <p>a. Manila – Manila – next day</p> <p>b. Provincial (Serviceable) – 2-3 days</p> <p>c. Provincial (Out of Town Delivery) – 5-7 days</p>	During Contract implementation




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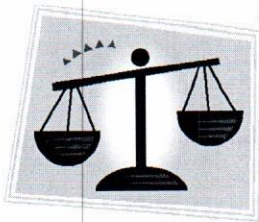
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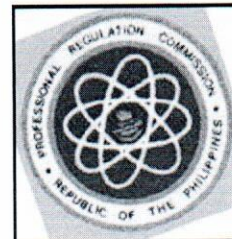
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	<p>19.1 Serviceability will be based on WINNING BIDDER Service Area Manual. No delivery for far flung areas or OUT of Service Areas.</p> <p>19.2 Should any loss, theft, damage or any other similar cause occur while shipment is in custody of WINNING BIDDER, it is understood that arrangements for its replacement including assistance, costs among others shall be limited to WINNING BIDDER and the applicant and vice versa.</p> <p>19.3 The agreed upon procedures and lead times for Return to Sender (RTS) are as follows:</p> <ol style="list-style-type: none"> Undelivered transactions due to Bad Address or Unknown Consignee – For both Metro Manila and Provincial transactions – 2 delivery attempts. Undelivered transactions after making 2 delivery attempts – FOR METRO MANILA TRANSACTIONS- The document will stay at the WINNING BIDDER. <p>19.4 If the consignee calls WINNING BIDDER within 5 days:</p> <ol style="list-style-type: none"> 1st option – Pick up at WINNING BIDDER 2nd option – If not accessible to the applicant, pick up at the nearest WINNING BIDDER outlet. <p>19.5 If the consignee does not call WINNING BIDDER within 5 days, all undelivered transactions should be returned to PRC within twenty four (24) hours from the said 5th day.</p> <p>19.6 FOR PROVINCIAL TRANSACTIONS – the document will stay at the branch/agent office for 10 days.</p> <ol style="list-style-type: none"> If the Consignee calls WINNING BIDDER within 10 days: <ol style="list-style-type: none"> 1st option – Pick up at branch/agent office. 2nd option – If not accessible to the applicant, pick up at the nearest WINNING BIDDER Outlet. If the consignee does not call WINNING BIDDER within 10 days, all undelivered transactions should be returned to Manila c/o WINNING BIDDER within twenty four (24) hours from the said 5th day. 	
20.	The WINNING BIDDER acknowledges that the services rendered under the Contract entered into with PRC shall be solely as an independent contractor. WINNING BIDDER shall not enter into any Memorandum of Agreement or commitment in behalf of PRC. WINNING BIDDER further acknowledges that it is not entitled to any employment rights or benefits. It is expressly understood that the Contract is not a joint venture between PRC and the WINNING BIDDER.	During Contract implementation
21.	WINNING BIDDER expressly agrees that the Contract entered into with PRC and all its terms and conditions are subordinate to the rules and regulations which may be imposed from time to time by government regulatory bodies, instrumentalities or agencies.	During Contract implementation



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JOEL P. IGNACIO
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22.	WINNING BIDDER shall post a Performance Security, immediately prior to signing of the Contract in favor of PRC in the form and amount, or a combination thereof, relative to the Total Contract Price in order to secure and guarantee the faithful compliance of all the former's obligations and responsibilities under the Contract entered into with PRC.	Upon Issuance of the Notice of Award
23.	The Contract between PRC and the WINNING BIDDER shall be for a period of ONE (1) YEAR commencing upon the execution of the contract with PRC. <i>Provided however, that the services of the WINNING BIDDER is automatically extended until such time that a new Courier Contract has been executed.</i>	During Contract implementation
24.	This Contract shall not be assigned by the winning bidder to any party without the prior written consent of the PRC.	During Contract implementation

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021

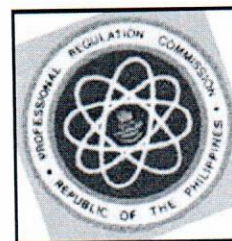
Eloisa Mena
Senior Manager
M Express Corporation

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY



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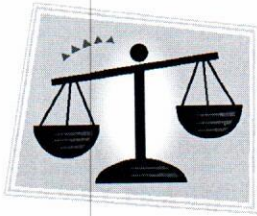
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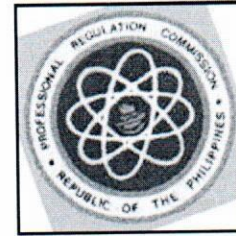
Section VII. Technical Specifications

ITEM	SPECIFICATION
1.	<p>Nationwide coverage and with company branch and / or agents to service PRC Central Office and National Capital Region Regional Office, at P. Paredes St., Sampaloc, Manila, and at the PICC, to its Regional Offices, Satellite Office and Off-site Service Centers.</p> <p>The Regional Offices are located in La Union, Rosales, Pangasinan, San Fernando, Pampanga, Calapan-Mindoro, and in the cities of Tuguegarao, Baguio, Lucena, Legaspi, Cebu, Iloilo, Tacloban, Cagayan De Oro, Davao, Koronadal, Pagadian and Butuan.</p> <p>The Satellite Office is located in Zamboanga City.</p> <p>The Off-site Service Centers are located in:</p> <p>Robinsons Place Bacolod City Robinsons Galleria Cebu City Robinsons Place Dasmariñas, Cavite Robinsons Place Dumaguete City Robinsons Place Gensan City Robinsons Place Iligan City Robinsons Place Ilocos Robinsons Place Iloilo City Robinsons Place Las Pinas City Robinsons Place Naga City Robinsons Place Novaliches, Quezon City Robinsons Place Ormoc City Robinsons Place Palawan Robinsons Place Pangasinan Robinsons Place Santiago, Isabela Robinsons Place Sta. Rosa, Laguna Robinsons Place Tagum, Davao OSSCO Clark, Angeles City OSSCO Davao, City OSSCO Palayan City</p>
1.1	Description of door-to-door pick-up and delivery of parcel and cargoes from the PRC Central Office and National Capital Region Regional Office, to the Fifteen (15) Regional Offices, Satellite Offices and Off-site Service Centers.
1.2	List of Branches nationwide with the name of contact persons/agents and contact details (<i>contact/fax numbers and e-mail/skype address</i>).
1.3	Weekly/monthly schedule of the assigned personnel to pick-up the daily shipment at PRC (cut-off time is 4:00 p.m.).
1.4	Schedule of next day delivery or lead time for ordinary delivery for PRC.
1.5	Schedule of next day delivery for rush shipments with 3:00 pm cut-off time for PRC.



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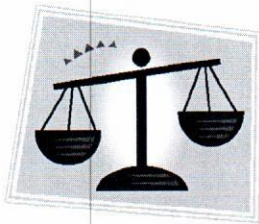
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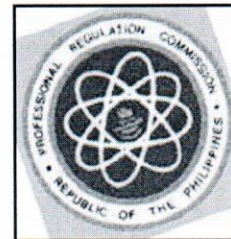
JOEL P. IGNACIO
Member

1.6	Packaging and crating services for fragile shipments for PRC.
1.7	Cargo tracking and monitoring system for PRC.
2.	With cargo tracking and monitoring system by both consignee and consignor through on-line website and SMS inquiry facilities.
2.1	Description of cargo tracking and monitoring system through on-line Website and SMS inquiry facilities.
2.2	Customer Service Hotline for inquiries.
3.	<i>Bidder Courier, for the purpose of continuity of PRC services, must already be partnered with an operational payment channel facility for on-line payment, compatible with the PRC ICT system, at the time of execution of the contract of courier services.</i>
3.1	The WINNING BIDDER must provide an Online Courier Service Delivery System (OCSDS) that must be able to interface with PRC's Online Services.
3.2	The OCSDS must have a Responsive Design (Desktop, Laptops, Mobile, and Tablets).
3.3	The OCSDS must not accept double/multiple delivery/shipping payments of the same transaction type and profession.
3.4	The OCSDS must be made available 24/7 online everywhere, where a client can opt to pay the delivery/shipping fee.
3.5	The OCSDS must ensure that security protocols are in place.
3.6	The OCSDS must provide an automatic / real-time validation of delivery/shipping payments.
3.7	The OCSDS must provide a real-time notification to client and PRC thru OCSDS regarding the status of the online transaction (PAID, PENDING, and UNSUCCESSFUL).
3.8	The OCSDS must provide a facility for PRC to generate delivery/shipping transaction reports on a daily/weekly/monthly basis.
3.9	The OCSDS must provide a payment inquiry module that must validate delivery/shipping payments that were not validated in real-time due to slow internet connection, human error, system error, among others.
3.10	The OCSDS must have a capability of displaying real-time monitoring of completed transaction once the customer has completed the delivery/shipping transaction.
3.11	The WINNING BIDDER must include Help Desk (chat/email/phone) support to monitor all delivery/shipping transactions.
3.12	The OCSDS must provide a returning Status Confirmation for delivery/shipping payment if successful or not, both for the client and the PRC thru the OCSDS.
3.13	The OCSDS must return the following information upon delivery/shipping payment for checking and validation purposes: <ol style="list-style-type: none"> Payment Date (Date-Time-Minute) Status of Payment




Bids and Awards Committee

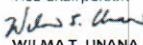
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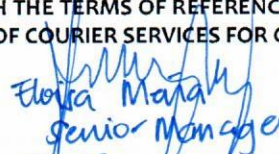
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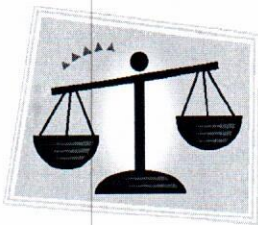
LIEZEL F. BURAGA
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- | | |
|--|--|
| | <ul style="list-style-type: none">c. PRC Reference Number (to check if the reference number used in delivery/shipping payment is the same with the PRC Reference number)d. Token (for additional security)e. Status of delivery (to check if the PRC documents has been delivered to the client) |
|--|--|

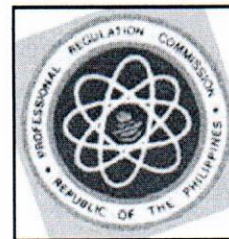
ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021


Florea Managay
Senior Manager
XL Express Corporation
SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY



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BID BULLETIN NO. 1
October 27, 2020

NOTICE OF POSTPONEMENT AND SCHEDULING OF 2nd PRE-BID CONFERENCE AND RESCHEDULING OF SUBMISSION AND OPENING OF BIDS

**PROJECT: PROCUREMENT OF COURIER SERVICES FOR CALENDAR
YEAR 2021 FOR THE CENTRAL OFFICE TO THE REGIONAL
OFFICES, SATELLITE OFFICES AND OFF SITE SERVICE
CENTERS WITH AN APPROVED BUDGET FOR THE CONTRACT
OF ONE MILLION FIVE HUNDRED SIX THOUSAND PESOS
(PHP1,506,000.00)**

Please be advised of the following modifications/amendments to the Bidding Documents.

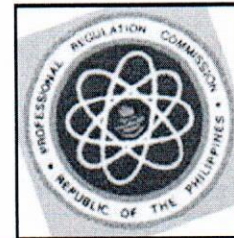
1. The following item no. in the Section VI. Schedule of Requirements, shall now read as follows:

Item No.	Description	Delivered Weeks / Months (TIMELINE)
3.	Except in case of force majeure, the winning bidder shall give priority to all PRC Cargoes in the shipment via air or sea of the same and shall make sure that they are delivered on time to the specified Consignee in undamaged condition, on 4:00 p.m. cut-off time with lead time of not more than two (2) days.	During Contract implementation
7.	Except in cases of force majeure and fortuitous events, WINNING BIDDER shall be precluded from: 7.1 Bumping-off PRC cargo in favor of other clients; 7.2 Refusing to transport, ship and deliver PRC cargo via air or sea; 7.3 Exercising stoppage in transit, or when a co-loader or subcontractor fails, for any justifiable reason, to fulfill the terms and conditions of co-loading or subcontracting agreements with WINNING BIDDER; and 7.4 Ceasing transport, shipment and delivery operations involving PRC cargo.	During Contract implementation
9.	WINNING BIDDER shall deliver cargo via air or sea only to the Consignee or a duly authorized PRC representative on the address as specified on the top portion of PRC Bill of Lading which should be the same Consignee indicated in WINNING BIDDER waybill. Any delivery made to a person or entity other than the intended Consignee or duly authorized representative shall be deemed a failure of delivery for which the WINNING BIDDER is liable to re-deliver and take the fastest means available, and charge the difference in the shipment of freight cost to itself.	During Contract implementation
11.	WINNING BIDDER shall exercise extra-ordinary diligence in the handling of shipment whether via air or sea. Except in cases of force majeure or fortuitous event, WINNING BIDDER agrees to compensate PRC's claim of damages and losses based on the formal claim letter duly filed with complete documents attached, accepted, processed and determined as the fault of	During Contract implementation



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WINNING BIDDER. Such claims must be filed within thirty (30) days from date of damages or from the time the consignee receives the shipment from WINNING BIDDER. Payment of such claim shall, however, be limited to the reasonable and correct value appearing on the Bill of Lading or has been fairly and freely agreed upon by both parties.

2. The following item no. in the Section VII. Technical Specifications, shall be read as follows:

ITEM	SPECIFICATION
1.1	Description of door-to-door pick-up and delivery of parcel and cargoes via air or sea from the PRC Central Office and National Capital Region Regional Office, to the Fifteen (15) Regional Offices, Satellite Offices and Off-site Service Centers.
3.8	The OCSDS must provide a facility for PRC to generate delivery/shipping transaction reports whether via air or sea on a daily/weekly/monthly basis.

3. Please take note of the new schedule of BAC activities:

- **2nd Pre-bid Conference will be at 11:00 AM on October 28, 2020.**
Via videoconferencing. For proper coordination, all interested bidders are hereby requested to submit their Letter of Intent to participate, including therein contact details, and send to bac@prc.gov.ph on or before **October 28, 2020**.
- **Deadline of Submission of Bids shall be at 10:00 AM on November 10, 2020.** Late bids shall not be accepted.
- **Opening of Bids shall be at 11:00 AM on November 10, 2020.**
Via videoconferencing.

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021

Eloisa Maria
Senior Manager
Val Express Corporation
SIGNATURE OVER PRINTED NAME
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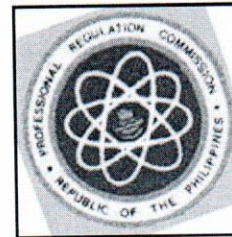
Please be guided accordingly.

ATTY. ARISTOGERSON T. GESMUNDO
Assistant Commissioner
BAC Chairman



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BID BULLETIN NO. 1 November 4, 2020

NOTICE OF POSTPONEMENT AND RESCHEDULING OF SUBMISSION AND OPENING OF BIDS

PROJECT: PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021 FOR THE CENTRAL OFFICE TO THE REGIONAL OFFICES, SATELLITE OFFICES AND OFF SITE SERVICE CENTERS WITH AN APPROVED BUDGET FOR THE CONTRACT OF ONE MILLION FIVE HUNDRED SIX THOUSAND PESOS (PHP1,506,000.00)

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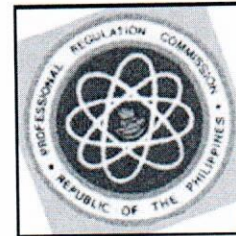
- The following item no. in the Section VI. Schedule of Requirements, shall now read as follows:

Item No.	Description	Delivered Weeks / Months (TIMELINE)																		
3-	<p>Except in case of force majeure, the winning bidder shall give priority to all PRC Cargoes in the shipment via air or sea of the same and shall make sure that they are delivered on time to the specified Consignee in undamaged condition, on 4:00 p.m. cut-off time. <i>Due to the current situation that were in and limited airline flights and ship movements the lead time shall now be adjusted, as reflected on the table below.</i></p> <table><tr><th>SERVICEABLE AREA (SA)</th><th>LEAD TIME</th></tr><tr><td>NCR</td><td>1-3 DAYS</td></tr><tr><td>LUZON</td><td>3-5 DAYS</td></tr><tr><td>VISAYAS</td><td>5-8 DAYS</td></tr><tr><td>MINDANAO</td><td>5-8 DAYS</td></tr></table> <table><tr><th>OUTSIDE SERVICEABLE AREA (OSA)</th><th>LEAD TIME</th></tr><tr><td>LUZON</td><td>7-8 DAYS</td></tr><tr><td>VISAYAS</td><td>10-14 DAYS</td></tr><tr><td>MINDANAO</td><td>10-14 DAYS</td></tr></table> <p><i>However, if the current situation went back to normal, the lead time of not more than two (2) days shall be immediately implemented.</i></p>	SERVICEABLE AREA (SA)	LEAD TIME	NCR	1-3 DAYS	LUZON	3-5 DAYS	VISAYAS	5-8 DAYS	MINDANAO	5-8 DAYS	OUTSIDE SERVICEABLE AREA (OSA)	LEAD TIME	LUZON	7-8 DAYS	VISAYAS	10-14 DAYS	MINDANAO	10-14 DAYS	During Contract implementation
SERVICEABLE AREA (SA)	LEAD TIME																			
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19.

Except in cases of force majeure, the service areas with corresponding lead times are as follows:

SERVICEABLE AREA (SA)	LEAD TIME
NCR	1-3 DAYS
LUZON	3-5 DAYS
VISAYAS	5-8 DAYS
MINDANAO	5-8 DAYS

OUTSIDE SERVICEABLE AREA (OSA)	LEAD TIME
LUZON	7-8 DAYS
VISAYAS	10-14 DAYS
MINDANAO	10-14 DAYS

However, if the current situation went back to normal, the lead time of not more than two (2) days shall be immediately implemented.

19.1 Serviceability will be based on WINNING BIDDER Service Area Manual. No delivery for far flung areas or OUT of Service Areas.

19.2 Should any loss, theft, damage or any other similar cause occur while shipment is in custody of WINNING BIDDER, it is understood that arrangements for its replacement including assistance, costs among others shall be limited to WINNING BIDDER and the applicant and vice versa.

19.3 The agreed upon procedures and lead times for Return to Sender (RTS) are as follows:

- Undelivered transactions due to Bad Address or Unknown Consignee – For both Metro Manila and Provincial transactions – 2 delivery attempts.
- Undelivered transactions after making 2 delivery attempts – FOR METRO MANILA TRANSACTIONS- The document will stay at the WINNING BIDDER.

19.4 If the consignee calls WINNING BIDDER within 5 days:

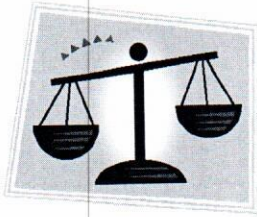
- 1st option – Pick up at WINNING BIDDER
- 2nd option – If not accessible to the applicant, pick up at the nearest WINNING BIDDER outlet.

19.5 If the consignee does not call WINNING BIDDER within 5 days, all undelivered transactions should be returned to PRC within twenty four (24) hours from the said 5th day.

19.6 FOR PROVINCIAL TRANSACTIONS – the document will stay at the branch/agent office for 10 days.

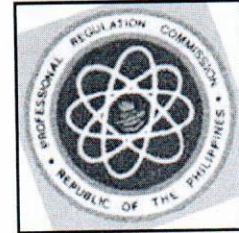
- If the Consignee calls WINNING BIDDER within 10 days:
 - 1st option – Pick up at branch/agent office.
 - 2nd option – If not accessible to the applicant, pick up at the nearest WINNING BIDDER Outlet.
- If the consignee does not call WINNING BIDDER within 10 days, all undelivered transactions should be returned to Manila c/o WINNING BIDDER within twenty four (24) hours from the said 5th day.

During Contract implementation



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Republic of the Philippines
Professional Regulation Commission
P. Paredes St. cor. N. Reyes St., Sampaloc, Metro Manila
Facsimile: 5 310-0037 / Email: bac@prc.gov.ph



REGULAR MEMBERS

~~ARISTOGERSON T. GESMUNDO~~
Chairman

OMAIMAH E. GANDAMRA
Vice-Chairman

WILMA T. UNANA
Member

CRISANTO L. DECENA
Member

CARLA ANGELINE B. UJANO
Member

ALTERNATE MEMBERS

MARIA LIZA M. HERNANDEZ
Vice-Chairman

ARJAY R. ROSALES
Member

HENRIETTA P. NARVAEZ
Member

PROVISIONAL MEMBERS

TEODORO V. MENDOZA II
Provisional Member, Non-IT Projects

RICHARD M. ARANIEGO
Provisional Member, IT Projects

SECRETARIAT:

KAREN M. MAGSALIN
Secretary

YVETTE V. PEREZ
Member

MARGIER D. DULIN
Member

MARIA ENRICA D. JUBAY
Member

CHRISTOPHER A. MAYO
Member

ELIEZER C. LEYCO
Member

LIEZEL F. BURAGA
Member

JOEL P. IGNACIO
Member

2. Please take note of the new schedule of BAC activities:

- Deadline of Submission of Bids shall be at 10:00 AM on November 13, 2020. Late bids shall not be accepted.
- Opening of Bids shall be at 1:00 PM on November 13, 2020. Via videoconferencing.

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021

Florida Manalac
Senior Manager
of *Express Courier*
SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

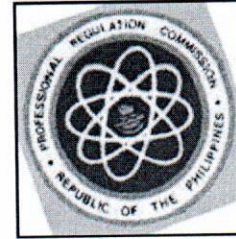
Please be guided accordingly.

~~ARISTOGERSON T. GESMUNDO~~
ATTY. ARISTOGERSON T. GESMUNDO
Assistant Commissioner
BAC Chairman



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
P. Paredes St. cor. N. Reyes St., Sampaloc, Metro Manila
Facsimile: 5 310-0037 / Email: bac@prc.gov.ph



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Member

JOEL P. IGNACIO
Member

BID BULLETIN NO. 3
November 10, 2020

NOTICE OF POSTPONEMENT AND RESCHEDULING OF SUBMISSION AND OPENING OF BIDS

PROJECT: PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021 FOR THE CENTRAL OFFICE TO THE REGIONAL OFFICES, SATELLITE OFFICES AND OFF SITE SERVICE CENTERS WITH AN APPROVED BUDGET FOR THE CONTRACT OF ONE MILLION FIVE HUNDRED SIX THOUSAND PESOS (PHP1,506,000.00)

Please be advised of the following modifications/amendments to the Bidding Documents.

1. The item no. 1 of Section VI. Schedule of Requirements, shall now read as follows:

Item No.	Description	Delivered Weeks / Months (TIMELINE)
1.	All cargoes, documents and records of PRC shall be handled with care and picked up by the WINNING BIDDER at the PRC Central Office and National Capital Region Regional Office, at P. Paredes St., Sampaloc, Manila, and at the Philippine International Convention Center (PICC), to its Regional Offices, Satellite Office and Off-site Service Centers and be timely served upon the parties. This includes the sending of Notices, Summons, Orders and Decisions issued by the Professional Regulatory Boards at 400 per month.	During Contract implementation

2. Please take note of the new schedule of BAC activities:

- Deadline of Submission of Bids shall be at 10:00 AM on November 17, 2020. Late bids shall not be accepted.
- Opening of Bids shall be at 1:00 PM on November 17, 2020. Via videoconferencing.

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROCUREMENT OF COURIER SERVICES FOR CALENDAR YEAR 2021

[Signature]
ELIEZER C. LEYCO
SENIOR MANAGER
W & P SERVICES CORPORATION
SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

Please be guided accordingly.

[Signature]
ATTY. ARISTOGERSON T. GESMUNDO
Assistant Commissioner
BAC Chairman

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF **MAKATI**) S.S


AFFIDAVIT

I, *Eloisa Mena*, of legal age, *single*, *Filipino*, and residing at Blk 305 Lot 1 Woodpecker Street Zone 11 Rizal Makati City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of **Wide Wide World Express Corporation (W Express)** with office address at W Express Bldg., Pascor Drive Sto. Nino, Paranaque City;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for Procurement of Courier Service for Calendar Year 2021 for the Central Office to the Regional Offices, Satellite Offices and Off Site Service Centers, as shown in the attached Secretary's Certificate;
3. **Wide Wide World Express Corporation (W Express)** is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. **Wide Wide World Express Corporation (W Express)** is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of **Wide Wide World Express Corporation (W Express)** is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. **Wide Wide World Express Corporation (W Express)** complies with existing labor laws and standards; and
8. **Wide Wide World Express Corporation (W Express)** is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the Procurement of Courier Service for Calendar Year 2021 for the Central Office to the Regional Offices, Satellite Offices and Off Site Service Centers.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
NON-PROFESSIONAL DRIVER'S LICENSE



Last Name, First Name, Middle Name
MENA, ELOISA DE GUZMAN


Nationality	Sex	Date of Birth	Weight (kg)	Height(m)
PHL	F	1975/01/25	55	1.57

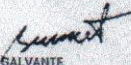
Address
8305 L1 WOODPECKER ST ZII RIZAL MAKATI CITY

License No.	Expiration Date	Agency Code
806-94-010506	2024/01/25	N29

Blood Type	Eyes Color
O+	BLACK

Restrictions	Conditions
1,2	NONE

Signature of Licensee 


EDGAR C. SALVANTE
Assistant Secretary



REPUBLIC OF THE PHILIPPINES)
CITY OF TAGUIG) S.S.

SECRETARY'S CERTIFICATE

I, **JOSELITO M. BAUTISTA**, of legal age, Filipino, with business address at the 22nd Floor, ACCRALAW Tower, Second Avenue corner 30th Street, Crescent Park West, Bonifacio Global City, 0399 Taguig, Metro Manila, after having been duly sworn in accordance with law, hereby certify that:

1. I am the duly elected and incumbent Assistant Corporate Secretary of **WIDE WIDE WORLD EXPRESS CORPORATION** (formerly known as DHL Philippines Corporation), a corporation organized and existing under the laws of the Philippines (the "Corporation"), with business address at the W Express Building, Pascor Drive, Sto. Nino, Paranaque City.

2. At the special meeting of the Board of Directors of the Corporation held on 26 October 2020 at its principal office, where a quorum was present, the following resolutions were unanimously approved by the directors present:

"RESOLVED, that the Corporation participate in the bidding by the Professional Regulation Commission for the Procurement of Courier Services for Calendar Year 2021 / ITB No. 2021-01 (the "Project") with an Approved Budget for the Contract ("ABC") of One Million Five Hundred Six Thousand Pesos (Php1,506,000.00);

"RESOLVED, FURTHER, that for this purpose, the Corporation's Senior Manager - Key Accounts, Ms. Eloisa Mena, is hereby authorized to act as the Corporation's authorized representative for the Project, to receive and deliver any and all documents for and on behalf of the Corporation, such documents, contracts, agreements, and other writings under such terms and conditions which she may consider proper and beneficial for the Corporation.

"RESOLVED, FINALLY, that in the event the Project is awarded to the Corporation, then the Corporation's Executive Vice President - Chief Financial and Administrative Officer, Ms. Emelita L. Alcid, and Chairman and President, Ms. Dawn J. Feliciano, are hereby authorized to sign, execute and deliver, for and in behalf of the Corporation, any and all agreements and contracts necessary to implement the Project, under such terms, as they may deem beneficial to the Corporation."

IN WITNESS WHEREOF, I have hereunto set my hand this 29 OCT 2020 day of October 2020 at Taguig City.

JOSELITO M. BAUTISTA
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this 29 OCT 2020 day of October 2020 at Taguig City, affiant who personally appeared before me and exhibited to me his competent evidence of identity consisting of Community Tax Certificate with No. 04407882 issued at Bocaue, Bulacan on 18 February 2020, IBP Roll No. 46824 and SSS ID No. 33-2896948-0.

Doc. No. 352 ;
Page No. 72 ;
Book No. 85 ;
Series of 2020.

ATTY. JOSHUA P. LATUZ

Notary Public, Makati City
Until Dec. 31, 2021
Appointment No. M-66-(2020-2021)
PTR No. 8116016 Jan. 2, 2020/Makati
IBP Lifetime No. 04577 Roll No. 45770
MCLE Compliance No. VI-0016565
G/F Fedman Bldg., 199 Salcedo St.
Legaspi Village, Makati City