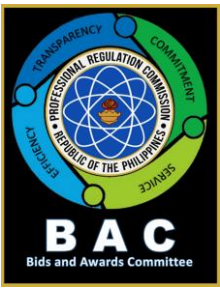




Republic of the Philippines
Professional Regulation Commission
Bids and Awards Committee
Central Office

P. Paredes St., Sampaloc, Metro Manila
Tel. Fax: 5-310-0037
Email: bac@prc.gov.ph



REGULAR MEMBERS:

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Chairman

MARIA LIZA M. HERNANDEZ
Vice-Chairperson

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Member

HENRIETTA P. NARVAEZ
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Section VII. Technical Specifications

Lot	SPECIFICATION	Statement of Compliance <i>Statements of “Comply” or “Not Comply”</i>
1 Lot	<p>1. Delivery of sealed boxes of test questionnaires, examination supplies and forms to various Philippine Embassies via diplomatic pouch at Department of Foreign Affairs (DFA).</p> <p>Description of door-to-door pick-up and delivery of parcel and cargoes via air from the Professional Regulation Commission (PRC) Central Office to DFA and to the Philippine Embassies of the following:</p> <ol style="list-style-type: none">1. Bahrain2. Riyadh, KSA (including Al-Khobar and Jeddah)3. Qatar4. Kuwait5. Abu Dhabi, UAE (including Dubai)6. Singapore	
	<p>2. Scope of Service</p> <p>The service provider shall be able to provide to the Professional Regulation Commission the undertaking that are necessary for the conduct and administration of the SPLE in the Middle East and Singapore this 2023, subject to the following conditions:</p> <p>2.1 WINNING BIDDER shall deliver cargo via air 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 the 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.</p>	
	<p>2.2 WINNING BIDDER shall exercise extra-ordinary diligence in the handling of shipment via air. 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.</p>	



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2.3 In excess of the estimated weight/volume, WINNING BIDDER shall bill PRC in accordance with the rates provided in the contract.

SPLE Venues		FY 2023 Estimated No. of Examinees	Estimated Kg	ABC for the Rate per Kilogram per Location
1	Riyadh	1,397	596.519	3,291.33
2	Jeddah	1,103	470.981	
3	Al-Khobar	335	143.045	
4	Qatar	943	402.661	3,291.43
5	Kuwait	368	157.136	3,291.43
6	Abu Dhabi	1,447	617.869	3,291.43
7	Dubai	735	313.845	
8	Bahrain	237	101.199	3,291.43
9	Singapore	484	206.668	1,276.00
TOTAL		7,049	3,009.92	

2.4 Except in case of force majeure, the winning bidder shall give priority to all PRC Cargoes in the shipment via air of the same and shall make sure that they are delivered on time to the specified Consignee in undamaged condition.

2.5 Except in case of force majeure and fortuitous events, WINNING BIDDER shall be precluded from:

- 2.5.1 Bumping-off PRC cargo in favor of other clients;
- 2.5.2 Refusing to transport, ship and deliver PRC cargo via air;
- 2.5.3 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
- 2.5.4 Ceasing transport, shipment and delivery operations involving PRC cargo.

2.6 Description of door-to-door pick-up and delivery of parcel and cargoes via air only from the PRC Central Office to DFA and to the concerned Philippine Embassies without unnecessary delay.

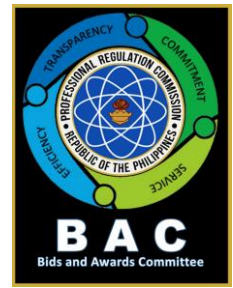
2.7 The WINNING BIDDER acknowledges that the services rendered under the Contract entered into with PRC shall be solely as an independent contractor. WINNING BIDDER shall not enter into any Memorandum of Agreement or commitment in behalf of PRC. WINNING BIDDER further acknowledges that it is not entitled to any employment rights or benefits. It is expressly understood that the Contract is not a joint venture between PRC and the WINNING BIDDER.

2.8 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



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	imposed from time to time by government regulatory bodies, instrumentalities or agencies.	
2.9	WINNING BIDDER shall post a Performance Security pursuant to Sec. 39 of the 2016 Revised Implementing Rules and Regulation (IRR) of Republic Act (RA) No. 9184, 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.	
2.10	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.	
2.11	This Contract shall not be assigned by the winning bidder to any party without the prior written consent of the PRC.	
1.	The payment of the services rendered shall be made within 15-30 days upon issuance of the Statement of Account (SOA)/Billing Statement and on a bank-to-bank basis. Failure of timely delivery of the parcel and cargo shall be subjected to the provision of Item 3.1, Annex "D" entitled "Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials".	

1. Compliance with the statements must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.
2. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection.
3. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 4.

**ACKNOWLEDGMENT AND COMPLIANCE
WITH THE TERMS OF REFERENCE FOR THE
PROCUREMENT OF COURIER SERVICE FOR DELIVERY OF SPECIAL
PROFESSIONAL LICENSURE EXAMINATIONS (SPLE) TEST MATERIALS TO
VARIOUS PHILIPPINE EMBASSIES**

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