





Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
P. Paredes St., Sampaloc, Metro Manila
Tel.Fax: 310-0037




ARISTOGERSON T. GESMUNDO
Chairman

ARJAY R. ROSALES
Vice-Chairman


MARIA LIZA M. HERNANDEZ
Member


HENRIETTA P. NARVAEZ
Member


MARIE JANE L. EDQUID
Member

KAREN M. MAGSALIN
Provisional Member, Non-IT Projects

MARLON ANTHONY B. SANTIAGO
Provisional Member, IT Projects

SECRETARIAT:

ROMEL B. RUIZ
Secretary

MARGIERY D. DULIN
Member

GLENN I. PAJARON
Member

CHRISTOPHER A. MAYO
Member

LIEZEL F. BURAGA
Member

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 and documents of PRC shall be handled with care and picked up by the winning Bidder at the PRC Central Office at P. Paredes St. Sampaloc, Manila and at its ten (10) Regional Offices and two (2) satellite offices, with one (1) service center (Gen. San.)	During Contract implementation
2.	Nationwide coverage and with company branch and / or agents to service Manila and all Regional Offices and satellite offices. (Cities of Baguio, Tuguegarao, Lucena, Legazpi, Iloilo, Tacloban, Cebu, Cagayan de Oro, Davao, Butuan, Pagadian, Zamboanga and General Santos)	Upon Post Qualification
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 minimum guaranteed weight/volume as above-stated, WINNING BIDDER shall bill PRC in accordance with the rates provided in the contract.	During Contract implementation
6.	PRC shall pay WINNING BIDDER in check within ten (10) days upon receipt of billing. 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



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
P. Paredes St., Sampaloc, Metro Manila
Tel.Fax: 310-0037



ARISTOGERSON T. GESMUNDO
Chairman

ARJAY R. ROSALES
Vice-Chairman

MARIA LIZA M. HERNANDEZ
Member

HENRIETTA P. NARVAEZ
Member

MARIE JANE L. EDQUID
Member

KAREN M. MAGSALIN
Provisional Member, Non-IT Projects

MARLON ANTHONY B. SANTIAGO
Provisional Member, IT Projects

SECRETARIAT:

ROMEL B. RUIZ
Secretary

MARGIERY D. DULIN
Member

GLENN I. PAJARON
Member

CHRISTOPHER A. MAYO
Member

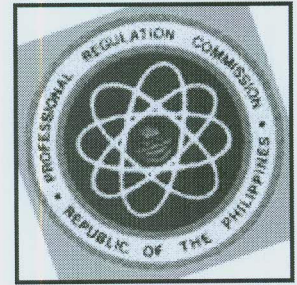
LIEZEL F. BURAGA
Member

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, plus damages and indemnities afforded by legal and administrative actions instituted by PRC for breach of stipulations.	During Contract implementation
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 incase 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.	<p>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, 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:</p> <p>14.1 Wrong or incomplete address of the Consignee; 14.2 Changes in address of PRC Regional Offices with WINNING BIDDER not duly notified;</p>	During Contract implementation



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
P. Paredes St., Sampaloc, Metro Manila
Tel.Fax: 310-0037



ARISTOGERSON T. GESMUNDO
Chairman

ARJAY R. ROSALES
Vice-Chairman

MARIA LIZA M. HERNANDEZ
Member

HENRIETTA P. NARVAEZ
Member

MARIE JANE L. EDQUID
Member

KAREN M. MAGSALIN
Provisional Member, Non-IT Projects

MARLON ANTHONY B. SANTIAGO
Provisional Member, IT Projects

SECRETARIAT:

ROMEL B. RUIZ
Secretary

MARGIERY D. DULIN
Member

GLENN I. PAJARON
Member

CHRISTOPHER A. MAYO
Member

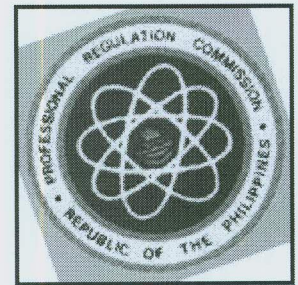
LIEZEL F. BURAGA
Member


	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.	
15.	The WINNING BIDDER shall provide packaging and crating services for fragile shipments with charge to be included in monthly billing and specifically identified in the List of Statement of Charges.	During Contract implementation
16.	The WINNING BIDDER shall provide the following add-on services, as provided for in its Technical bid, at no cost to PRC: 16.1 Boxes, pouches, packaging tapes, and forms for PRC's consumption in transporting their goods; 16.2 Electronic cargo tracking and monitoring system for fast, regular and accurate information on PRC shipment; 16.3 Specifically designated and secure area with a dedicated team at WINNING BIDDERS sorting hub exclusively for PRC cargoes and documents; 16.4 Customized risk-based delivery systems for accountable forms, checks and other sensitive official documents; 16.5 Assignment of Special Team to handle the PRC account to ensure full implementation of WINNING BIDDER contractual obligations; 16.6 Delivery of unclaimed PRC documents to professionals with secure, fool-proof system at the option of the applicant/professional; 16.7 Call center facility with courier services; and 16.8 Assistance in public information, surveys and social marketing programs.	During Contract implementation
17.	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. All notices, requests, consents and other documents ("Notices") shall be deemed served or given.	During Contract implementation
18.	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; 18.2 If sent by facsimile, then in such case when successfully transmitted during business hours, or if not during business hours, then when business hours next commence; and 18.3 If sent by electronic mail, then upon receipt by Sender of the acknowledgment of the "receipt requested" message from the recipient. 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.	During Contract implementation



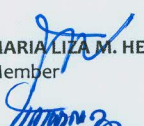
Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
P. Paredes St., Sampaloc, Metro Manila
Tel.Fax: 310-0037





ARISTOGERSON T. GESMUNDO
Chairman

ARJAY R. ROSALES
Vice-Chairman


MARIA LIZA M. HERNANDEZ
Member


HENRIETTA P. NARVAEZ
Member


MARIE JANE L. EDQUID
Member

KAREN M. MAGSALIN
Provisional Member, Non-IT Projects

MARLON ANTHONY B. SANTIAGO
Provisional Member, IT Projects

SECRETARIAT:

ROMEL B. RUIZ
Secretary

MARGIERY D. DULIN
Member

GLENN I. PAJARON
Member

CHRISTOPHER A. MAYO
Member

LIEZEL F. BURAGA
Member

19.	<p>Except in cases of force majeure, the service areas with corresponding lead times are as follows:</p> <ol style="list-style-type: none">Manila – Manila – next dayProvincial (Serviceable) – 2-3 daysProvincial (Out of Town Delivery) – 5-7 days <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 BIDDER2nd 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.	During Contract implementation
20.	<p>The WINNING BIDDER acknowledges that the services rendered under this Agreement 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 this undertaking is not a joint venture.</p>	During Contract implementation
21.	<p>WINNING BIDDER expressly agree that this Agreement 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.</p>	During Contract implementation



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
P. Paredes St., Sampaloc, Metro Manila
Tel.Fax: 310-0037



ARISTOGERSON T. GESMUNDO
Chairman

ARJAY R. ROSALES
Vice-Chairman

MARIA LIZA M. HERNANDEZ
Member

HENRIETTA P. NARVAEZ
Member

MARIE JANE L. EDQUID
Member

KAREN M. MAGSALIN
Provisional Member, Non-IT Projects

MARLON ANTHONY B. SANTIAGO
Provisional Member, IT Projects

SECRETARIAT:

ROMEL B. RUIZ
Secretary

MARGIERY D. DULIN
Member

GLENN I. PAJARON
Member

CHRISTOPHER A. MAYO
Member

LIEZEL F. BURAGA
Member

22.	WINNING BIDDER shall post a Performance Security, immediately upon the signing of this Contract in favor of the Commission 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 this Contract.	Upon Issuance of the Notice of Award
23.	The Contract shall be for a period of ONE (1) YEAR commencing on upon the execution of the contract with PRC. Provided however, that the services of WINNING BIDDER may be automatically extended until such time that a new agreement shall have been executed in favor of another courier service provider.	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. In the event that consent for assignment is given, it is understood that the assignee shall be bound by all the terms and conditions of the Contract.	During Contract implementation

- ❖ Bidders must attach a Gantt chart, plotting the above requirements, whenever applicable.

ACKNOWLEDGEMENT AND COMPLIANCE WITH THE OF TERMS OF REFERENCE FOR THE PROVISION OF COURIER SERVICES FOR CY 2017

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