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Provisional Member, Infrastructure

MARLON ANTHONY SANTIAGO Provisional Member, IT Projects

KAREN M. MAGSALIN Provisional Member, Non-IT Projects

#### SECRETARIAT:

WARREN MARC P. LLOREN Secretary

MARGIERY D. DULIN Member

GLENN I. PAJARON Member

CHRISTOPHER A. MAYO Member

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## **Bids and Awards Committee**

#### Republic of the Philippines

Professional Regulation Commission
P. Paredes St. cor. N. Reyes St., Sampaloc, Metro Manila
Tel. No.: 736-2243/736-2247
Fax: 736-2243



# REQUEST FOR QUOTATION (Negotiated Procurement)

The PROFESSIONAL REGULATION COMMISSION (PRC), with address at P. Paredes St., Sampaloc, Manila, through its Bids and Awards Committee (BAC), will undertake a Negotiated Procurement for the Project: Provision of Courier Services (2016) in accordance with Section 53.1 (Two Failed Biddings) of the Implementing Rules and Regulations of Republic Act No. 9184.

Name of Project : Provision of Courier Services (2016)

**Approved Budget** :One Million Three Hundred Ninety-Five **for the Contract**: Thousand Pesos (1,395,000.00)

**Location** :Professional Regulation Commission P. Paredes St., Sampaloc, Manila

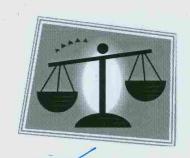
Specification :See attached Annex "A" for the Schedule of Requirements, Annex "B" for the Technical Specifications.

# Interested bidders are required to submit the following requirements:

1. Certificate of Registration from SEC for Corporation and Partnership, or from DTI for Sole Proprietorship, or from CDA for Cooperatives.

(The original or certified true copy of the Certificate of Registration from the SEC, DTI or CDA shall be presented).

- 2. Valid and current Mayor's Permit/Municipal License where the prospective bidder's principal office is located.
- 3. Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions for the preceding calendar year, which should not be earlier than two (2) years from bid submission.
- 4. Articles of Incorporation and By-laws which were originally submitted with the SEC and the succeeding amendments or series of amendments, if any.
- 5. Latest Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR shall only be accepted.
- 6. Valid and current PhilGEPS Registration.
- 7. Duly Accomplished Price Quotation Sheet (Annex C).



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Our Pre-Bid Conference will be on **July 19, 2016, 10:00 o' clock in the morning** at the PRC Conference Room, 2<sup>nd</sup> Floor Main Building. Interested bidders who are legally, technically and financially capable may submit their sealed quotation, duly signed by the owner or his duly authorized representative not later than **10:00 o' clock in the morning of August 02, 2016 (Tuesday)** at the BAC Office, OFAS, 2<sup>nd</sup> Floor, PRC Annex Building at P. Paredes St., Sampaloc, Manila; at which time the sealed envelope containing the Bids will be opened in the presence of the Bidder's representatives who may choose to attend.

PRC reserves the right to accept or reject any or all quotations and to impose additional terms and conditions as it may deem proper.

For inquiries, you may call the BAC Secretariat at Tel. No. 310-4045.

Very truly yours,

ATTY. ARISTOGERSON T. GESMUNDO Assistant Commissioner BAC Chairman



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"ANNEX A"

# 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.	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 and Zamboanga)	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 Contrac 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 Contractimplementation			
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 Contractimplementation			
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 Contraction			
7-	Except in cases of force majeure and fortuitous events, WINNING BIDDER shall be precluded from:	During Contraction			
	<ul> <li>7.1 Bumping-off PRC cargo in favor of other clients;</li> <li>7.2 Refusing to transport, ship and deliver PRC cargo</li> <li>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</li> <li>7.4 Ceasing transport, shipment and delivery operations involving PRC cargo.</li> </ul>				
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.				
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	esentative on the address as specified RC Bill of Lading which should be the ed in WINNING BIDDER waybill. Any on or entity other than the intended			



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	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.	
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, 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:	During Contract implementation
	<ul> <li>14.1 Wrong or incomplete address of the Consignee;</li> <li>14.2 Changes in address of PRC Regional Offices with WINNING BIDDER not duly notified;</li> <li>14.3 Force majeure or other similar causes as stated in paragraph 11;</li> <li>14.4 Causes other than the force majeure and which cause is beyond the control of WINNING BIDDER; and</li> <li>14.5 Other causes analogous to the above.</li> </ul>	
15.	The WINNING BIDDER shall provide packaging and crating services for fragile shipments with charge to be included in	During Contract implementation



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	monthly billing and specifically identified in the List of Statement of Charges.	
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.	<ul> <li>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;</li> <li>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</li> <li>18.3 If sent by electronic mail, then upon receipt by Sender of the acknowledgment of the "receipt requested" message from the recipient.</li> <li>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.</li> </ul>	During Contract implementation
19.	Except in cases of force majeure, the service areas with corresponding lead times are as follows:  a. Manila – Manila – next day b. Provincial (Serviceable) – 2-3 days c. Provincial (Out of Town Delivery) – 5-7 days  19.1 Serviceability will be based on WINNING BIDDER Service Area Manual. No delivery for far flung areas or OUT of Service Areas.	During Contract implementation



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22.

23.

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ı	19.2 Should any loss, theft, damage or any other similar cause
I	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:

- a) Undelivered transactions due to Wrong Address or Unknown Consignee For both Metro Manila and Provincial transactions 2 delivery attempts.
- b) 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:

- a) 1st option Pick up at WINNING BIDDER
- b) 2<sup>nd</sup> 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 5<sup>th</sup> day.

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

- i. If the Consignee calls WINNING BIDDER within 10 days:
  - a) 1st option Pick up at branch/agent office.
  - b) 2<sup>nd</sup> option If not accessible to the applicant, pick up at the nearest WINNING BIDDER Outlet.
- ii. 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 10<sup>th</sup> day.

# 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.

During Contract

implementation

During Contract

implementation

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.

Upon Issuance of the Notice of Award

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.

The Contract shall be for a period of ONE (1) YEAR commencing

During Contract implementation

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.

on upon the execution of the contract with PRC.

During Contract implementation



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#### "ANNEX B"

# **Section VII. Technical Specifications**

ITEM	SPECIFICATION	
1.	NATIONWIDE COVERAGE AND WITH COMPANY BRANCHES AND/ OR AGENTS TO SERVICE MANILA AND ALL REGIONAL OFFICES IN THE CITIES OF BAGUIO, TUGUEGARAO, LUCENA, LEGASPI, ILOILO, TACLOBAN, CEBU, CAGAYAN DE ORO, DAVAO, PAGADIAN, AND FIELD/SATELLITE OFFICES IN THE CITIES OF BUTUAN AND ZAMBOANGA.	
1.1	Description of door-to-door pick-up and delivery of parcel and cargoes to and from the PRC Central Office, Regional and Field/Satellite Offices.	
1.2	List of Branches nationwide with the name of contact persons/agents and contact details (contact/fax numbers and e-mail/skype address).	
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.	
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.	



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"ANNEX C"

#### PRICE QUOTATION SHEET **FINANCIAL BID**

#### PROVISION OF COURIER SERVICES (2016)

(THROUGH NEGOTIATED PROCUREMENT PURSUANT TO SECTION 53.1 OF THE IMPLEMENTING RULES AND REGULATIONS OF R.A. 9184)

Having read, examined and accepted the Schedule of Requirements and Technical Specification on the subject Request for Quotation (RFQ), I/We submit our quotation/s for the item/s as follows:

Total Bid Price for the Project (Inclusive of all Taxes)

n Figures: n Words:						
THE BID/QUOT	ED	PRICE	SHALL	NOT	- EXCEED	THE

DDOVED DUDGET FOR THE CONTRACT INCLUSIVE

E OF VAT.
Bidder's authorized signature over printed name
Designation:
Name of Company:
Address:
Contact No: