



# 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



## REGULAR MEMBERS:

**ERWIN M. ENAD**  
 Chairman

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**MARIA LIZA M. HERNANDEZ**  
 Vice-Chairperson

**GISELLE G. DURANA**  
 Member

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**HENRIETTA P. NARVAEZ**  
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**WILMA T. UNANA**  
 Member

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**TEODORO V. MENDOZA II**  
 Member

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 Provisional Member, IT Projects

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**CRISANTO L. DECENA**  
 Provisional Member, Non-IT Projects

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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.	<p>Nationwide coverage and with company branch and / or agents to service PRC Central Office at P. Paredes St., Sampaloc, Manila, to its Regional Offices, Satellite Offices and Specific Address of Professionals.</p> <p>The Regional Offices are located in Rosales-Pangasinan, Tuguegarao-Cagayan, Baguio, San Fernando-Pampanga, Lucena-Quezon, Legaspi-Albay, Cebu, Iloilo, Tacloban, Cagayan de Oro, Davao, Koronadal, Pagadian, Butuan and Region IV-B.</p> <p>The Satellite Offices are located in Zamboanga City and General Santos City.</p>	
2.	<p>Except in case of force majeure, the winning bidder shall give priority to all PRC Cargoes, documents and records 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 for Luzon and four (4) days for Visayas and Mindanao. All cargoes, documents and records 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 to its Regional Offices, Satellite Offices and Specific Address of Professionals and be timely served upon the parties.</p>	During Contract implementation
3.	<p>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.</p>	During Contract implementation
4.	<p>In excess of the estimated weight/volume of <b>SIXTEEN THOUSAND THREE HUNDRED FIFTY FIVE (16,355) KILOS</b>, WINNING BIDDER shall bill PRC in accordance with the rates provided in the contract.</p>	During Contract implementation
5.	<p>PRC shall pay WINNING BIDDER within fifteen (15) working days upon receipt of billing with complete and correct documents. WINNING BIDDER shall, upon receipt of payment issue the corresponding official receipt, or at least within 24 hours from receipt of payment.</p>	During Contract implementation
6.	<p>Except in cases of force majeure and fortuitous events, WINNING BIDDER shall be precluded from:</p> <p>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.</p>	During Contract implementation



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7.	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
8.	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
9.	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
10.	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
11.	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
12.	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
13.	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



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14.	<p><b>Courier Services shall include the mailing of Official Documents Accountable Forms, ICT Equipment, hauling of Office Supplies, Examination Materials and Office Equipment, Furniture and Fixtures and other related items/materials, Notices, Summons, Orders and Decisions issued by the Professional Regulatory Boards at 400 per month.</b> The WINNING BIDDER shall provide the following add-on services, as provided for in its Technical bid, at no cost to PRC:</p> <p>15.1 Boxes, pouches, packaging tapes, and forms for PRC’s consumption in transporting their goods;</p> <p>15.2 Electronic cargo tracking and monitoring system for fast, regular and accurate information on PRC shipment;</p> <p>15.3 Specifically designated and secure area with a dedicated team at WINNING BIDDERS sorting hub exclusively for PRC cargoes and documents;</p> <p>15.4 Customized risk-based delivery systems for accountable forms, checks and other sensitive official documents;</p> <p>15.5 Assignment of Special Team to handle the PRC account to ensure full implementation of WINNING BIDDER contractual obligations;</p> <p>15.6 Delivery of unclaimed PRC documents to professionals with secure, fool-proof system at the option of the applicant/professional; and</p> <p>15.7 Call center facility with courier services;</p>	During Contract implementation
15.	<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 or sent by reputable courier services or by means of electronic mail, return receipt requested. 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
16.	<p>17.1 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>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
17.	<p>Except in cases of force majeure, the service areas with corresponding lead times are as follows:</p> <p>18.1 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>18.2 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>18.3 The agreed upon procedures and lead times for Return to Sender (RTS) are as follows:</p> <p>a) Undelivered transactions due to Bad Address or Unknown Consignee – For both Metro Manila and Provincial</p>	During Contract implementation



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	<p>transactions – 2 delivery attempts.</p> <p>b) Undelivered transactions after making 2 delivery attempts – FOR METRO MANILA TRANSACTIONS- The document will stay at the WINNING BIDDER.</p>	
18.	<p>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.</p>	During Contract implementation
19.	<p>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.</p>	During Contract implementation
20.	<p>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.</p>	Upon Issuance of the Notice of Award
21.	<p>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.</p> <p><b>Provided however, that the services of the WINNING BIDDER is automatically extended until such time that a new Courier Contract has been executed.</b></p>	During Contract implementation
22.	<p>This Contract shall not be assigned by the winning bidder to any party without the prior written consent of the PRC.</p>	During Contract implementation

## ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE EARLY PROCUREMENT OF COURIER SERVICES FOR 2023 - REBID

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