

# ENGAGEMENT OF COURIER SERVICE TO DELIVER ELECTION MATERIALS AND PARAPHERNALIA TO THE PHILIPPINES

## TERMS OF REFERENCE

The Embassy of the Philippines needs to engage the services of a qualified and licensed courier service provider, which would ensure faster, efficient, and timely delivery of all election materials and paraphernalia used in the 2019 National and Local Elections and previous years to the Commission on Elections, Philippines.

### *I. SCOPE OF SERVICES*

The Service Provider shall, to the satisfaction of the Embassy of the Philippines, render, undertake, and perform the following:

1. Forward the deployment via sea cargo of all election-related equipment, paraphernalia, forms, and supplies used in the 2019 National and Local Elections and previous years to the Commission on Elections in the Philippines, particularly:
  - a. Ballot boxes
  - b. Unused mailed ballots
  - c. Laptops and other computer accessories
  - d. Unclaimed voters' IDs
2. Properly pack the cargoes from the Embassy of the Philippines in accordance with its nature and packing and shipping standards.
3. Pick up the cargoes from the Embassy of the Philippines between 1000H to 1500H, Mondays to Thursdays.
4. Deliver the cargoes to the COMELEC Central Warehouse (*Km. 43, Brgy. Pulong Sta. Cruz, Tagaytay Road, Sta. Rosa, Laguna, Philippines*).
5. Submit to the Embassy within thirty (30) calendar days, reckoned from the Embassy's dispatch, the following:
  - a. Delivery Status Report and Delivery Receipts duly acknowledged by the addressee or his/her authorized representatives, with signature over his/her printed name as proof that the addressee has received the cargoes;
  - b. Other reports and relevant documents as may be required by the Post;
  - c. Billing/Statement of Accounts

### *II. MINIMUM QUALIFICATIONS*

1. The Service Provider must offer international courier.

2. The Service Provider must have international branches or partner courier companies in other countries, especially the Philippines.
3. The Service Provider should have an assigned point person to handle the account and all the necessary transactions of the Post with the courier service provider.

### *III. DURATION OF ENGAGEMENT*

The Contract shall immediately take effect upon its execution and shall remain effective until the completion of the delivery of cargoes and submission of documents listed in Section I.6.

The Embassy of the Philippines reserves the right to terminate this Contract for any cause which may include the failure of the Service Provider to perform in a timely and acceptable manner any of their work, duties, functions, responsibilities, or obligations as stipulated herein or their failure to carry out the tasks herein required in a manner acceptable to the Embassy, or the violation by the Service Provider of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules, and regulations.

### *IV. RESPONSIBILITIES OF THE COMELEC*

The COMELEC agrees to pay the Service Provider the Contract Price in accordance with the mode and terms of payment set for in this Contract.

Whenever the performance of the obligations under this Contract requires the Service Provider to obtain permits, approvals, import, and other licenses from local authorities, the COMELEC shall, if so needed by the Service Provider, make its best effort to facilitate and/or to assist the Service Provider in complying with such requirements in a timely and expeditious manner.

### *V. CHARGING RATES*

Rates shall be based on the amount of the award, and no payment thereafter shall be made except upon the issuance by the COMELEC or its authorized representative of a Certificate of Completion of Delivery to COMELEC.

Rates are "ALL IN" for all cargoes, including freight, relevant taxes as may be applicable subject to tax treatment on the exemption of this Commission from taxes and customs duties pursuant to RA 9369, insurance, handling fee, fuel, waybill, issuance fees, and all other charges, fees or fiscal levies pertinent to this Project, shipment of cargoes, and manpower.

In the quotation of rates, the following general parameters shall be considered:

1. Actual weight or volumetric weight in kilograms for cargo movement using air, sea, or land transportation, whichever is higher.

The volumetric weight of cargoes shall be computed according to International Airfreight Transportation Association (IATA) standard, which is volume weight in kilos equals length x width x height in centimeter divided by 5,000.

2. During the weighing before the dispatch of cargoes, the COMELEC shall determine if the weight to be applied is actual or volumetric, in the presence of the representatives of the Provider, Commission on Audit, Finance Services Department and Internal Audit Department.

*VI. APPROVED BUDGET FOR THE CONTRACT (ABC)*

The ABC for this Project is \$8,300.00.

The ABC is merely an estimate for budget purposes and does not entitle the winning bidder to claim the entire amount it offered during the bidding lot or lots (BL). Payments to the winning bidder shall be based on the actual/exact total weight of delivered cargoes up to two (2) decimal points, or the approved minimum weight, whichever is applicable, as indicated in the BL, to be multiplied by the all-in rate/s offered by such bidder during the submission of bids.