

## TERMS OF REFERENCE

### ENGAGEMENT OF COURIER SERVICES FOR THE DELIVERY OF DOCUMENTS LINKED TO THE AUTOMATED DOCUMENT DELIVERY SYSTEM (ADDS) OF THE BUSINESS PERMITS AND LICENSING DEPARTMENT (BPLD) OF QUEZON CITY

#### I. OBJECTIVE

To ensure faster, efficient, timely and secure delivery of official documents and other printed matter to taxpayers, the Business Permits and Licensing Department (BPLD) needs to engage the services of a qualified and licensed courier service provider (provider).

#### II. SCOPE OF SERVICES AND REQUIREMENTS

- 1) Pick-up of documents and other matters from the BPLD and delivery to the addressee, within one (1) to three (3) calendar days from the date of pick-up in a sealed envelope pouch or packet. The provider must guarantee an uninterrupted service, except for fortuitous events and acts of nature.
- 2) In instances where the addressee/s cannot be located, or delivery is not effected at the first attempt for a reasons not due to the fault of the provider, the latter shall pursue the delivery up to three (3) more attempts provided that it shall immediately inform in writing the BPLD for further instructions. The BPLD may then modify delivery details to assist in the succeeding deliveries subject to protocols and existing policies of the BPLD. Should the three (3) succeeding delivery attempts remain unsuccessful, the documents and other matters shall be immediately declared as "undelivered". As such, the provider shall return the undelivered documents and other matters to the BPLD within three (3) working days, stating the reasons and proof of non-delivery thereof.
- 3) Release of documents and other printed matter shall be made only to the business owner or to its authorized representative, and only upon presentation and verification by the provider of the authenticity of the identification card/s presented by the addressee or its authorized representative. The provider's delivery riders or messengers shall be strictly prohibited from transacting with persons other than the addressee or its authorized representative for the timely and secure delivery of documents and other matters.
- 4) Submit certified weekly summary report supported by proof of deliveries or other form of verification not later than three (3) working days after the end of every week.
- 5) Submit to the BPLD the Billing/Statement of Accounts every end of the month based on the actual number of deliveries made per month.
- 6) Provider shall ensure the protection of all documents and other matters received from loss, damage or destruction from the time of pick-up from the BPLD until the same are delivered to the intended addressee.

In case the sealed envelope pouch or packet was lost, damaged or misdelivered, the provider shall immediately report the same to the BPLD within twenty-four (24) hours from the occurrence of loss, damage or misdelivery. A notarized Affidavit of Loss shall be submitted by the provider within five (5) working days from the date of incident and that the cost of redelivery of the mail shall be waived. The habitual and unreasonable loss, damage or misdelivery of mail matters, as determined by the BPLD, shall be a ground for termination of the contract.

- 7) The winning provider's delivery system must be able to link with the Automated Document Delivery System of the BPLD to enable real-time monitoring of delivery activity.

#### III. MINIMUM QUALIFICATIONS

- 1) Proven track record of at least five (5) years in the handling of "door to door" and "express delivery" of sensitive and valuable documents, proof of which should be presented in the attached Information Sheet;

- 2) With wide range delivery network;
- 3) With online document delivery tracking system that can be linked to ADDS;
- 4) Posting of a bond to insure faithful performance of and compliance with the contract.

IV. DURATION OF THE PROJECT

- 1) The project shall run from January 1, 2024 to December 31, 2024 or until the allocated budget has been consumed and shall commence immediately upon signing of the contract.
- 2) The BPLD reserves the right to terminate the contract due to default, insolvency, or for other cause(s) under the law. In case of termination of contract, it shall result in the forfeiture of the bond posted by the provider, and without prejudice to other penalties and/or liquidated damages under pertinent laws and rules and regulations.

V. BUDGET ALLOCATION

- 1) The allocated budget for the project is **FIFTEEN MILLION PESOS ONLY (PHP 15,000,000.00)**, inclusive of incidental expenses and other government fees and charges. The price schedule per delivery is outline below as follows:

KM	BASE FARE (PHP)	SUCCEEDING FEE PER KM (PHP)	BUDGET ALLOCATION (PHP)	DELIVERIES
5	90.00	10.00	PHP 15,000,000.00 (FIFTEEN MILLION PESOS ONLY)	ESTIMATED ONE HUNDRED EIGHTY THOUSAND (180,000) DELIVERIES OR UNTIL ALLOCATED BUDGET SHALL HAVE BEEN EXHAUSTED.
11	90.00	15.00		

- 2) Payment shall be made to the provider on a monthly basis based on actual deliveries made within forty five (45) days from receipt of the Billing/Statement of Accounts.
- 3) In case the total actual amount of courier services within the contract year is less than the amount agreed in the contract, the BPLD shall not be bound to pay the total contract amount.

VI. CONFIDENTIALITY AGREEMENT

The provider shall, at all times, observe strict confidentiality and shall not disclose information or materials which comes into its possession and shall not use the same in any manner or purpose. For this purpose, the winning bidder shall execute and sign a Confidentiality and Non-Disclosure Undertaking upon receipt of the Notice to Proceed.

VII. CONTRACTUAL RELATIONS

- 1) It is hereby acknowledged that the provider, its personnel, staff, and representatives do not have any authority to incur, and agree not to incur, any obligation or liability, whether express or implied, on behalf of the Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD.
- 2) The provider is being engaged as an independent contractor, and employer-employee relationship only exists between the provider and its personnel, staff, and representative. The provider shall properly inform its personnel, staff, and representatives that it retains its power of control and supervision over its concerned personnel , staff, and representatives and work to be

performed. It shall be the exclusive responsibility of the provider to comply with all pertinent labor laws, rules and regulations concerning the employment of its personnel, staff, and representatives, including the payment of their salaries, wages, and other wage-related benefits.

- 3) The Provider hereby agrees that Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD, shall be free from any claims, liability or cause of actions which may be filed by any of the provider's personnel, staff, and representatives by reason of his/her employment with the provider under this contract, except as to its liabilities expressly mandated by applicable laws. Accordingly, the provider's personnel, staff, and representatives shall remain its employee and not of the Quezon City Government or that of BPLD.
- 4) The provider agrees to defend and indemnify the Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD, for any obligations, claim, suit or demand for tax, retirement contribution, social security, salary or wages, overtime payment, or worker's compensation payment which the BPLD may be required to make on behalf of the provider or any employee of the provider, for work done under this contract. This is a continuing obligation that survives for a period of five (5) years from the completion of the services or from the effective date of termination of this contract.
- 5) To the fullest extent permitted by law, the provider shall also indemnify, defend, and hold harmless the Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD, from and against any and all liability (including without limitation of all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorney's fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of either the provider, its personnel, staff, and/or its representatives. In the event of a complaint for discrimination or harassment against the provider, any of its personnel, staff, and/or representatives, the provider shall take immediate and appropriate action or remedy in response to such complaint. The provisions of this paragraph survive for a period of five (5) years from the completion of the services or from the effective date of termination of this contract.

#### **VIII. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT**

- 1) The provider shall not contract with any other entity to perform in whole or in part the services required under this contract, without the express written approval of the Quezon City Government through the BPLD.
- 2) This contract or any interest herein may not be transferred, assigned, conveyed, or encumbered voluntarily or by operation of law, whether for the benefit of the creditors or otherwise, without the prior written approval of the Quezon City Government through the BPLD.

#### **IX. GOVERNING LAW AND DISPUTE RESOLUTION**

- 1) This Agreement shall be governed and constructed in accordance with the laws of the Republic of the Philippines. In the event of any deference or dispute arising between the parties relating to the validity, interpretation, construction, or dispute by consultation, negotiation, and mediation within thirty (30) days from notice.
- 2) Should any dispute arise from this contract, the parties shall try to settle them amicably. However, if the parties fail to settle their disputes amicably, the venue for litigation shall be before the competent courts of Quezon City, to the exclusion of all other courts.
- 3) The failure of either party to enforce its rights under this contract at any time for any period shall not be construed as a waiver of such rights. If any part, term, or provision of this contract is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this contract shall be affected. Neither party shall assign or transfer all or any part of its rights under this contract without the consent of the other party.

## **X. AMENDMENT**

This contract may not be altered, amended, or substituted by another through any act of tolerance or verbal agreement of any party thereto or its representative. Any alteration, amendment or substitution may only be valid if made in writing and duly signed by either contracting parties or their duly authorized representatives. This contract constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made about this contract was made fraudulently and, save as may be expressly referred to or referred herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.

## **XI. SEVERABILITY**

If any provision of this contract is held to be illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remainder of this document shall not be affected. In such a case, then unenforceable term had never been included or written.

## **XII. PENALTIES FOR BREACH OF CONTRACT**

Failure to deliver the services according to the standards and requirements set by the Quezon City Government shall constitute an offense and shall subject the service provider to penalties and/or liquidated damages pursuant to the provisions of RA 9184 and its revised Implementing Rules and Regulations.

## **XIII. CANCELLATION OR TERMINATION OF CONTRACT**

The guidelines contained in RA 9184 and its revised IRR shall be followed in the termination of any service contract. In the event that the Quezon City Government terminates the contract due to default, insolvency, or for cause, it may enter into a negotiated procurement pursuant to RA 9184 and its IRR.

Terms of Reference endorsed, reviewed and certified by:

  
**MA. MARGARITA T. SANTOS, DPA**  
City Government Department Head III  
