

TERMS OF REFERENCE

ENGAGEMENT OF COURIER SERVICES FOR THE DELIVERY OF VARIOUS ASSESSMENT DOCUMENTS TO REAL PROPERTY OWNER LINKED TO THE AUTOMATED DOCUMENT DELIVERY SYSTEM OF THE OFFICE OF THE CITY ASSESSOR OF QUEZON CITY

I. OBJECTIVE

To ensure faster, efficient, timely, and secured delivery of various assessment documents and other printed matter to its real property owners/taxpayers, the Office of the City Assessor (OCAs) needs to engage the services of qualified and licensed courier service provider (Provider).

II. SCOPE OF SERVICES

1. Pick-up of documents and other matters from the OCAs and deliver the same to the addressee, within the period specified or within two (2) calendar days from pick-up if within Metro Manila, three to six (3-6) days for outside Metro Manila and one (1) to two (2) weeks for international.
2. In instances where the addressee/s cannot be located, or delivery is not affected at the first attempt for reasons not due to the fault of the Provider, the latter shall pursue the delivery up to maximum of 3 attempts for house/office (closed only) without additional charge, provided that it shall immediately inform the OCAs for further instructions. The OCAs may then modify delivery details to assist in the succeeding deliveries. Should succeeding deliveries remain unsuccessful, the Provider shall return the document(s) to the OCAs, stating the reasons and proof of non-delivery thereof.
3. Release of documents and other printed matter shall be made only to the real property 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.
4. Any undelivered documents should be returned to the OCAs after three unsuccessful delivery attempts. No charge will apply for local deliveries; however, international deliveries may incur charges depending on the destination country.
5. 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.
6. Submit to the OCAs the Billing/Statement of Accounts every end of the month based on the actual number of deliveries made per month.

The winning Provider's document delivery tracking system must be shared with Office of the City Assessor's to enable real-time monitoring of delivery activity.

III. MINIMUM QUALIFICATIONS

1. Proven track record of at least ten (10) 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 of delivery network capable of delivering services across vast geographic area. Network includes multiple distribution centers, transportation methods to reach numerous locations whether domestically or internationally.
3. With online document delivery tracking system to facilitate verification status of delivery by the OCAs and the taxpayer/requesting party.
4. An accredited courier service provider that has been officially recognized, certified, or authorized by the Supreme Court, a governing body, regulatory authority, or organization to provide courier services.

IV. DURATION OF THE PROJECT

The project shall run until December 31, 2024 or until the allocated budget has been consumed, whichever comes first, and shall commence immediately upon issuance of notice to proceed.

The OCAs reserves the right to terminate this contract due to default, insolvency, or for other cause(s) under the law.

V. BUDGET ALLOCATION

- 1. The total approved budget for this project is hereby appropriated as a designated component of the Office of the City Assessor’s fund, specifically allocated under the Administrative Support Program, and shall be utilized exclusively for the purposes outlined therein.
- 2. The allocated budget for the project is **TWO MILLION FOUR HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED NINETY-EIGHT PESOS AND 55/100 only (Php2,429,998.55)** inclusive of incidental expenses and other government fees and charges. The price schedule per delivery is as follows:

POUCH	NCR	LUZON	VIZ/MIN	ISLANDER	INTERNATIONAL
REGULAR	8,000 Parcels	6,000 Parcels	1,300 Parcels	500 Parcels	53 Parcels
LARGE	2,000 Parcels	2,000 Parcels	500 Parcels	500 Parcels	
EXTRA LARGE	1,000 Parcels	700 Parcels	500 Parcels	300 Parcels	

- 3. Payment shall be made to the Provider on a monthly basis, within fifteen calendar (15) days after the billing statement is received, based on actual deliveries made.

VI. CONFIDENTIALITY AGREEMENT

The winning bidder shall execute and sign a Confidentiality and Non-Disclosure Undertaking upon receipt of the Notice of 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 incur, any obligation or liability, whether express or implied, on behalf of the Quezon City Local Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the OCAs.
- 2. The Provider is being engaged as an independent contractor, and employer-employee relationship only exists between the Provider and its personnel, staff, and representatives. 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 the 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 the Quezon City Local Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the OCAs, shall be free from any claims, liability or cause of action 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 employees and not of the Quezon City Local Government or that of OCAs.
- 4. The Provider agrees to defend and indemnify the Quezon City Local Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the OCAs, for any obligation, claim, suit or demand for tax, retirement contribution, social security, salary or wages, overtime payment, or workers' compensation payment which the OCAs 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 Local Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the OCAs, 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 attorneys' 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.

upon the Provider as liquidated damages for every day of delay. In the event that the cumulative amount of liquidated damages amount to ten percent (10%) of the total amount of the contract, the OCAs may rescind the contract, without prejudice to other available actions or remedies under the law.

IX. 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 Local Government through the OCAs.
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 Local Government through the OCAs.

X. GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed and construed in accordance with the laws of the Republic of the Philippines. In the event of any difference or dispute arising between the parties relating to the validity, interpretation, construction, or performance of this contract, the parties will expend best efforts to settle amicably such difference 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.

XI. AMENDMENT

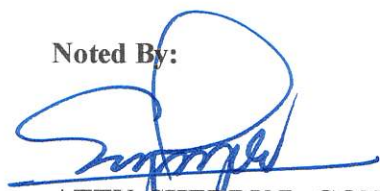
This contract may not be altered, amended, or substituted by another through any act of tolerance or verbal agreement of any party thereto or its representative. Any alteration, amendment, or substitution may only be valid if made in writing and duly signed by either contracting parties or their duly 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 referenced herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.

XII. SEVERABILITY & OTHER CLAUSES

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 this contract, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included or written.

Terms of Reference endorsed, reviewed and certified by:

Noted By:



ATTY. SHERRY R. GONZALVO
City Assessor
Office of the City Assessor



Prepared by:



RICARDO B. MASESAR
Acting-Chief Admin Officer