

TERMS OF REFERENCE

POSTAGE AND COURIER SERVICES FOR THE DELIVERY OF DOCUMENTS UNDER THE AUTOMATED DOCUMENT DELIVERY SYSTEM (ADDS) OF THE BUSINESS PERMITS AND LICENSING DEPARTMENT (BPLD) OF QUEZON CITY

I. BACKGROUND/ANTECEDENT

The Business Permits and Licensing Department (BPLD) plays a critical role in ensuring the efficient processing and delivery of various permits and licenses to businesses within the city. As part of its modernization and digital transformation efforts, BPLD has implemented the Automated Document Delivery System (ADDS) to streamline the delivery of official documents such as business permits, clearance, and other regulatory paperwork. The ADDS is designed to enhance operational efficiency, reduce delays, and improve the accuracy of document handling through automation.

Given the volume of documents processed daily, it is essential to have a reliable postage and courier service that seamlessly integrates with the ADDS. This project aims to secure a qualified provider for postage and courier services to ensure timely and secure delivery of these documents to businesses and other stakeholders.

II. OBJECTIVE

The project involves the procurement of postage and courier services for the Business Permits and Licensing Department (BPLD). These services will be linked to the Automated Document Delivery System (ADDS), which manages the processing and dispatch of business permits, licenses, and other official documents. The selected provider will be responsible for:

- 1) Ensuring the efficient and secure delivery of documents to recipients within specified time frames.
- 2) Coordinating with BPLD to align courier services with the ADDS for seamless processing and tracking of document deliveries.
- 3) Providing regular reports on delivery statuses, ensuring transparency and accountability.
- 4) Adhering to all relevant legal and regulatory requirements for handling sensitive official documents.

This project is essential for maintaining the efficiency and reliability of BPLD's document delivery system, reducing administrative backlogs, and enhancing customer satisfaction.

III. PROJECT SCOPE OF WORK

- ✓ 1) Pick-up of documents and other matters from the BPLD and deliver 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 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 matters 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 a 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 at the end of every 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.
- 7) 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 the incident and 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.
- 8) 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.

IV. PROJECT STANDARDS & REQUIREMENTS

The Postage and Courier Service Provider should have the required qualifications under the Government Procurement Reform Act or the Republic Act No. 9184 (RA 9184) to be eligible to submit bids and other applicable existing Auditing Rules and Regulations. In addition, the service provider should have the following 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 QC BPLD ADDS;
- 4) Posting of a bond to insure faithful performance of and compliance with the contract.

V. PROJECT DURATION, BILLING STATEMENT AND TERMS OF SERVICE

- 1) The Postage and Courier Services shall commence within thirty (30) days upon receipt of the Notice to Proceed (NTP). The contract shall be until December 31, 2025 or until the allocated budget has been consumed whichever come first
- 2) The paper-based billing statement shall be submitted by the service provider to the Business Permits and Licensing Department (BPLD) within five (5) working days from the end of the billing period. Electronic billing statements shall not be accepted for payment processing.
- 3) All billing statements shall be addressed as follows:

QUEZON CITY GOVERNMENT
c/o Business Permits and Licensing Department (BPLD)
Ground Floor, Civic Center Building A
Quezon City Hall Complex, Elliptical Road, Quezon City

- 4) Any delay incurred on the part of the service provider in the submission of the paper-based billing statement due to its own fault which will result to delay in payment shall not be applicable as cause for discontinuance of the service and imposition of penalties to the BPLD.
- 5) 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 contact, 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, rules, and regulations.

VI. APPROVED BUDGET OF THE CONTRACT

- 1) The total Approved Budget for the Contract (ABC) is **Fifteen Million Pesos Only (PhP15,000,000.00)**, inclusive of incidental expenses and other applicable government fees and charges.
- 2) The price schedule per delivery is outlined 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.

- 3) **No Price Adjustment**

The Project Cost shall be fixed and there shall be no price adjustments applicable for the duration of the contract except when the operations costs are increased by more than 10% as a result of any extraordinary circumstance as determined by the National Economic Development Authority (NEDA). Pursuant to the provisions of RA 9184 and its IRR on contract price escalation, all contract price escalation shall be approved by the Government Procurement Policy Board (GPPB).

VII. PAYMENT SCHEDULE

Payment shall be based on actual deliveries made within forty-five (45) days from the receipt of the Billing/Statement of Accounts with complete supporting documents i.e., weekly summary report, proof of deliveries or other form of verification.

In case of the total actual amount of postage and 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.

VIII. 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 (NTP).

IX. 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.

X. 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.

XI. APPLICABILITY

This Terms of Reference (TOR) shall form part of the bidding documents and contract pertaining to the Postage and Courier Services for the Delivery of Documents linked to the Automated Document Delivery System (ADDs) of the Business Permits and Licensing Department (BPLD).

XII. GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed and constructed in accordance RA 9184 and applicable existing Auditing Rules and Regulations in the Philippines. In the event of any deterrence 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. Failure of either party to enforce its rights under this contract at any time for any period shall not be constructed 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 of part of its rights under this contract without the consent of the other party.

XIII. 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.

XIV. 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.


XV. 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 (IRR).

XVI. 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.

The Terms of Reference (TOR) endorsed, reviewed and certified by:


MA. MARGARITA MEJIA, DPA
City Government Department Head III
Business Permits and Licensing Department (BPLD)

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, 2025 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 **FOUR MILLION, NINE HUNDRED NINETY-NINE THOUSAND, NINE HUNDRED NINETY-EIGHT**, (Php 4, 999,998.00) 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	21,000 Parcels	10,000 Parcels	4,000 Parcels	2,500 Parcels	100 Parcels
LARGE	4,550 Parcels	1,000 Parcels	2,000 Parcels	1,000 Parcels	
EXTRA LARGE	1,350 Parcels	500 Parcels	1,000 Parcels	1,000 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.

VIII. LIQUIDATED DAMAGES

In case of unjustified delay in the service of documents and/or other matters to the addressee(s), an amount at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion shall be imposed

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

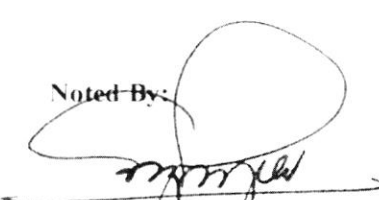
This contract may not be altered, amended, or substituted by another through any act of tolerance or verbal agreement of any party thereto or its representative. Any alteration, amendment, or substitution may only be valid if made in writing and duly signed by either contracting parties or their duly 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

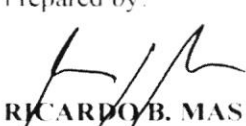
If any provision of this contract is held to be illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remainder of this document shall not be affected. In such a case, then this contract, including all of the remaining terms, will remain in full force 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

TERMS OF REFERENCE

ENGAGEMENT OF COURIER SERVICES FOR THE DELIVERY OF DOCUMENTS LINKED TO THE AUTOMATED DOCUMENT DELIVERY SYSTEM (QC ADDS) OF THE CITY CIVIL REGISTRY DEPARTMENT (CCRD) OF QUEZON CITY

I. OBJECTIVE

To ensure efficient, timely, and secured delivery of civil registry documents, particularly Certified True Copies of Birth, Marriage and Death Certificate, the City Civil Registry Department (CCRD) aims to avail the services of a qualified and licensed courier service provider.

II. PROJECT SCOPE OF WORK

- ✓ 1. Pick-up of documents and other matters from the CCRD and deliver to the requesting party/ recipient, within the period specified or three (3) calendar days from pick-up.
- ✓ 2. In instances where the recipient cannot be located, or delivery is not effected at the first attempt for reasons not due to the fault of the service provider, the latter shall pursue the delivery up to three (3) more attempts provided that it shall immediately inform the CCRD for further instructions. The CCRD 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 CCRD, stating the reasons and proof of non-delivery thereof.
- ✓ 3. Issuance of documents and other printed matters shall be made only to the recipient 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 recipient or its authorized representative.
- ✓ 4. Return to the CCRD any undelivered document or other matters within three (3) calendar days from dispatch.
- ✓ 5. Submit to CCRD the 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 CCRD the Billing/Statement of Accounts every end of the month based on the actual number of deliveries made per month
- ✓ 7. The winning bidder's delivery system must be able to link with the Automated Document Delivery System (ADDS) of the CCRD to enable real-time monitoring of delivery activity.

III. PROJECT STANDARDS AND REQUIREMENTS

- ✓ 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 to facilitate verification status of delivery by the CCRD and the requesting party; and
- ✓ 4. Posting of a bond to insure faithful performance of and compliance with the contract.

IV. PROJECT DURATION

The project shall be effective for twelve (12) months from **January 1, 2025** until **December 31, 2025**, or until the allocated budget has been consumed, whichever comes first.

The CCRD 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. APPROVED BUDGET FOR CONTRACT

The approved budget for the project is **ONE MILLION EIGHT HUNDRED THOUSAND PESOS AND 00/100 CENTAVO (PHP 1,800,000.00)** inclusive of incidental expenses and other government fees and charges. The price schedule per delivery is as follows:

Base Fare for the first 5 km	Succeeding Fee per km	Expected Number of Deliveries	Budget Allocation (Php)
Php 90.00	Php 10.00	Estimated 12,000 deliveries in 12 months	Php 1,800,000.00

VI. BASIS FOR PAYMENT

Payment shall be based on the actual deliveries made per month, and shall be made on a monthly basis within forty-five (45) days from receipt of the Billing/Statement of Accounts.

VII. CONFIDENTIALITY AGREEMENT

The winning bidder shall execute and sign a Confidentiality and Non-Disclosure Undertaking upon receipt of the Notice of Proceed.

VIII. CONTRACTUAL RELATIONS

It is hereby acknowledged that the provider, its personnel, 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, and/or representatives, including those belonging in or connected with the CCRD.

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.

The provider hereby agrees that the Quezon City Local Government, its officials, personnel, and/or representatives, including those belonging in or

connected with the CCRD, 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 CCRD.

The provider agrees to defend and indemnify the Quezon City Local Government, its officials, personnel, and/or representatives, including those belonging in or connected with the CCRD for any obligation, claim, suit or demand for tax, retirement contribution, social security, salary or wages, overtime payment, or workers' compensation payment which the CCRD 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.

To the fullest extent permitted by law, the provider shall also indemnify, defend, and hold harmless the Quezon City Local Government, its officials, personnel, and/or representatives, including those belonging in or connected with the CCRD, 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.

IX. LIQUIDATED DAMAGES

In case of unjustified delay in the service of documents and/or other matters to the recipient, an amount at least equal to one-tenth of one percent (1 /10 of 1 % or 0.1 %) of the cost of the unperformed portion shall be imposed upon the provider as liquidated damages for every day of delay. In the event that the cumulative amount of liquidated damages results to ten percent (10%) of the total amount of the contract, the CCRD may rescind the contract, without prejudice to other available actions or remedies under the law.

X. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

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 CCRD.

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 CCRD.

XI. GOVERNING LAW AND DISPUTE RESOLUTION

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.

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.

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.

XII. 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.

XIII. 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 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.

Prepared by:


ATTY. PAOLO CARLO B. BRILLANTES
Chief Administrative Officer

Approved by:


SALVADOR G. CARIÑO, JR.
City Civil Registrar 8