

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. PROJECT DESCRIPTION

In line with the implementation of QC Automated Document Delivery System (QC-ADDS), the City Civil Registry Department (CCRD), through this project, aims to avail the services of a qualified and licensed document courier service provider to ensure efficient, timely, and secured delivery of civil registry documents, particularly Certified True Copies (CTC) of Birth, Marriage and Death Certificates

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 QC 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.

IV. PROJECT DURATION

The project shall be effective for twelve (12) months from **January 1, 2026** until **December 31, 2026**, or until the allocated budget has been consumed, whichever comes first.

V. APPROVED BUDGET FOR CONTRACT

The approved budget for the project is **ONE MILLION SIX HUNDRED FIFTY THOUSAND PESOS AND 00/100 CENTAVO (PHP 1,650,000.00)** 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 100.00	Php 13.00	Estimated 10,000 deliveries in 12 months	Php 1,650,000.00

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.

XIV. CANCELLATION OR TERMINATION OF CONTRACT

The guidelines contained in R.A. 12009 and its I.R.R. shall be followed in the termination of any service contract. In the event the City terminated the Contract due to default, insolvency or for cause, it may enter into negotiated procurement pursuant to R.A. 12009 and its I.R.R.

The pertinent provisions of Republic Act No. 12009, and its Implementing Rules and Regulations are deemed written and incorporated in this TOR. In case of any conflict between the provisions herein and those of R.A. 12009 and its I.R.R., the latter shall prevail.

Approved by:


SALVADOR G. CARINO, JR.
City Civil Registrar