

## TERMS OF REFERENCE

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

#### 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 two (2) 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 two (2) more attempts provided that it is reported to the ADDS Supervisor at the day of failed delivery. The BPLD may then modify delivery details to assist in the succeeding deliveries subject to protocols and existing policies of the BPLD. Should the two (2) 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, along with a written report detailing the **reasons for non-delivery** and any supporting **proof of attempted delivery**.
- 3) The documents and other printed materials shall be released **exclusively to the business owner or their duly authorized representative, and only upon presentation and**



**verification** of valid identification. The Service Provider shall be responsible for verifying the **authenticity of the identification card (s)** presented by the recipient before the turnover of any documents.

Delivery personnel, including riders or messengers, are **strictly prohibited** from transacting with individuals other than the verified addressee or authorized representative to ensure the **timely and secure delivery** of all materials.

As part of the delivery verification process, the Service Provider shall **upload the following proof of delivery in the Automated Document Delivery System (ADDS):**

1. A clear photo of the **business owner or authorized representative** receiving the document; and
  2. A photo of the **business establishment** where the delivery occurred.
- 4) The Service Provider shall submit a **certified weekly summary report** of all delivered documents within **three (3) calendar days** after the end of each week. The report must include **complete supporting documents** such as:
- Well-defined photos of proof of delivery and receipt; and/or
  - Any other verifiable forms of documentation confirming successful delivery and acceptance.

These records shall serve as the official basis for validating service performance and processing related transactions.

- 5) The Service Provider shall submit a paper-based billing statement to the Business Permits and Licensing Department (BPLD) within **five (5) calendar days** from the end of each month, based on the actual number of verified deliveries made.
- 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 the event that the Business Permits and Licensing Department (BPLD) receives and validates a report of lost, damaged, or misdelivered documents. In that case, the Service Provider shall submit a **notarized Affidavit or written Explanation** within **five (5) calendar days** from receipt of the official notification from the BPLD.

Repeated or unreasonable instances of such incidents, as determined solely by the BPLD, shall be deemed a **breach of contract** and may constitute **grounds for termination**, without prejudice to any other legal remedies available and applicable under the law.

- 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.
- 9) The Service Provider shall equip each rider with a GPS-enabled mobile phone capable of accurately capturing and tagging delivery locations, particularly in the areas with low or no network signal, through offline location recording and subsequent data synchronization.

#### **IV. PROJECT STANDARDS & REQUIREMENTS**

The Postage and Courier Service Provider should have the required qualifications under the NGPA or the Republic Act No. 12009 and its IRR 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:



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- 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;

**V. PROJECT DURATION, BILLING STATEMENT, AND TERMS OF SERVICE**

- 1) Postage and Courier Services shall commence immediately upon receipt of the Notice to Proceed (NTP) and continue for nine (9) months or until the allocated budget has been consumed.
- 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 FOR THE CONTRACT**

- 1) The total Approved Budget for the Contract (ABC) is **Eleven Million Two Hundred Fifty Thousand Pesos and 00/100 only (PhP11, 250,000.00)**, inclusive of incidental expenses and other applicable government fees and charges.
- 2) The price schedule per delivery is outlined below as follows:

<b>KM</b>	<b>BASE FARE (PHP)</b>	<b>SUCCEEDING FEE PER KM (PHP)</b>	<b>BUDGET ALLOCATION (PHP)</b>	<b>DELIVERIES</b>
5	100.00	15.00	PHP. 11,250,000.00 (ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND PESOS ONLY)	ESTIMATED ONE HUNDRED TWENTY THOUSAND (120) 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 12009 and its IRR on



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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



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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 12009 and its IRR, 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.



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**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 enforceable 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 12009 and its IRR.

**XVI. CANCELLATION OR TERMINATION OF CONTRACT**


The guidelines contained in RA 12009 and its 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 12009 and its IRR.

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

Prepared by:

  
**LIEZETH M. BANAL, RMT, MLS (ASCPD)**  
Officer-In-Charge  
Administrative Division

Noted by: :

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