



22-09047A



CONTRACT OF ENGAGEMENT

SEP 08 2022

This **CONTRACT OF ENGAGEMENT** is made and entered into and executed this ____ day of _____ in the City of Makati, Philippines, by and between:

The **CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES (CIAP)**, an attached government agency of the Department of Trade and Industry, with office address at 4th floor, Executive Building Center, 369 Sen. Gil Puyat Avenue cor. Makati Avenue, Makati City, represented herein by the CIAP Executive Director **DORIS U. GACHO**, and hereinafter referred to as the "CIAP";

-and-

EMR COURIER SERVICES INTERNATIONAL, INC., a private organization duly organized and existing under the laws of the Republic of the Philippines, with office address at Warehouse 2 Ever Gotesco Mall, Alabang-Zapote Road, Pamplona Dos, Las Piñas City, duly represented by its Chief Operating Officer **MARK M. LAZO**, hereinafter referred to as "**CONTRACTOR**".

Collectively referred to as the "**PARTIES**".

CIAP-BAC SEC
CERTIFIED TRUE COPY

WITNESSETH

WHEREAS, the **CIAP** aims to engage the services of the **CONTRACTOR** to provide and ensure efficient and secured delivery of both mails, documents and parcels (collectively "mails") for domestic and international locations with immediate tracking of documents. The **CONTRACTOR** is willing to provide or perform said services;

WHEREAS, the **CONTRACTOR** was found to be legally, technically and financially capable to undertake and fulfill the work based on the requirement pursuant to the Annex "H" of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184 and its relevant provisions.

NOW, THEREFORE, the **Parties** hereby agree as follows:

- 1. Services**
CONTRACTOR shall perform the services for the **Provision of Courier Services for the Construction Industry Authority of the Philippines and Construction Industry Arbitration Commission** specified in the Terms of Reference ("TOR"), herein attached as *Annex A*, which is made an integral part of this Contract ("the Services").
- 2. Term**
The **CONTRACTOR** shall perform the Services commencing immediately after the receipt of Notice to Proceed until 31 December 2022, subject to monthly renewal until a new Service Provider is procured or upon full consumption of the Contract Cost of **Three Hundred Sixty Thousand Three Hundred Pesos Only (Php360,300.00)** whichever comes first.

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3. Payment

The **CIAP** shall pay the **CONTRACTOR** on a monthly basis, within 15 days upon receipt of Statement of Account (SOA) or Billing Statement addressed to the Office of the Division Chief of the Administrative, Finance, and Management Division together with a duly Certified True and Correct monthly report and/ or other forms of verification that the recipients have received their mails, and a Certificate of Satisfactory Services Rendered issued by the end-user.

In case of lost or unlocated mails, the **CONTRACTOR** shall provide a notarized Affidavit of Loss and the same must be deducted from the SOA. The **CIAP** may hold the processing of payment for failure to submit the complete documentary requirements stated above. **CIAP** shall pay the **CONTRACTOR** the total amount not to exceed **Three Hundred Sixty Thousand Three Hundred Pesos Only (Php360,300.00)**, inclusive of applicable government taxes, for the whole duration of the Services.

4. Project Administrator

The **CIAP** shall designate a project coordinator who shall be responsible in the release of mails to be sent by the **CONTRACTOR** and to communicate issues and concerns relative to the Services. The **CONTRACTOR** shall likewise designate a focal person to address the issues and concerns raised by the CIAP project coordinator.

5. Performance Standards

The **CONTRACTOR** shall undertake to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Confidentiality

The **CONTRACTOR** shall not disclose any proprietary or confidential information relating to the Services, this Contract or CIAP's business or operations, without the prior written consent of the Executive Director or any authorized representative from CIAP.

Confidential information refers to all data, textual and numerical, and graphical representations, as well as all documents and correspondences, whether in writing or oral, pertaining to the same.

7. Liquidated Damages

In case of delay in the delivery of expected service, the amount of liquidated damages shall be one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of everyday delay. Pursuant to Section 68 of R.A. No. 9184, the maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, CIAP reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

8. Dispute Resolution Should there be any dispute related to the services or the Contract, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Makati City.

In case of court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.

Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

IN WITNESS WHEREOF, the Parties have hereunto, signed this **CONTRACT** on the date and place above written.

**CONSTRUCTION INDUSTRY
AUTHORITY OF THE PHILIPPINES**
TIN: 000-446-607-000

**EMR COURIER SERVICES
INTERNATIONAL, INC.**
TIN: 008-801-981-000

By:




DORIS U. GACHO
Executive Director-in-Charge

By:



MARK M. LAZO
Chief Operating Officer

Signed in the presence of:



RUFINO H. TIVIDAD
Chief Administrative Officer, AFMD



DELIA B. PERLADA
OIC-Chief, AMCD

Certification of Funds Availability



JAYNIE A. VILLONES
Budget Officer III



PERLITA M. RASING
Accountant III



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

LAS PINAS CITY) SS

SEP 08 2022

Before me a notary public for LAS PINAS CITY this _____ day of _____ 2022 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
DORIS U. GACHO			
MARK M. LAZO	<u>Drivers License #</u> <u>ND3-09-020433</u>	<u>Las Pinas City</u>	<u>12/26/2023</u>

Known to me to be the same persons who executed this Contract consisting of four (4) pages including this Acknowledgement, is written has been signed by the parties and their witnesses on each and every page thereof and they acknowledge the same to be their voluntary act and deed as well as the entities they respectively represent.

SEP 08 2022

IN WITNESS WHEREOF, hereunto sign my name and affix my notarial seal this _____ day of _____ 2022 in _____, Philippines
Philippines.

Doc. No. 225
Page No. 46
Book No. XXVI
Series of 2022

NOTARY PUBLIC
NORBERTO R. MALIT JR.
NOTARY PUBLIC
UNTIL DEC. 31, 2022
PTR NO. 12263847 J 1-5-22 LPC
IBP NO. 157095 2/18/21 PASIG CITY
RULE NO. 52 541/5-5-85
APPT. NO. LP 19-009
MCLE V-0026410/2-2-18
NAVARRO BLDG. PAMPUNA LPC



TERMS OF REFERENCE

Provision of Courier Services for the Construction Industry Authority of the Philippines

I. BACKGROUND & RATIONALE

For the Construction Industry Authority of the Philippines (CIAP) to properly serve its clientele, both internal and external, it needs to engage the services of a qualified service provider to perform efficient, timely, and secure delivery of its official documents and relevant materials (the "Service Provider").

II. OBJECTIVE

The CIAP aims to engage the services of a courier service provider to ensure faster and secured delivery of both mails, documents and parcels (collectively "mails") for domestic locations with immediate tracking of documents.

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is **Three Hundred Sixty Thousand Three Hundred Pesos (PhP360,300.00)**, inclusive of all applicable government taxes, service charges, and other additional fees for delivery to remote areas subject to the usual budgeting, accounting and auditing rules and regulation.

IV. MODE OF PROCUREMENT

The procurement of the Service Provider shall be through Negotiated Procurement – Small Value Procurement pursuant to R.A. No. 9184 and its 2016 revised Implementing Rules and Regulations (IRR).

V. SCOPE OF WORKS

The Service Provider shall provide courier services for the CIAP. To this end, it shall perform the following functions and responsibilities:

1. Door-to-door collection and delivery of documents. Service Provider representative must pick-up the parcels from the CIAP office and deliver documents to the specified address. The pick-up and delivery shall follow the health protocols issued by the task force for the prevention of COVID-19.
2. Must have an assigned servicing branch and at least one (1) alternate branch to execute the terms in the contract between CIAP and the Service Provider. If both the main and the alternate branches are unavailable, the Service Provider must immediately endorse the CIAP to another servicing branch with the same terms as stated in the contract.
3. Ensure **on-time delivery** of mails in **all cities and municipalities** covered by the Service Provider within the National Capital Region, Luzon, Visayas and Mindanao, and international destinations, if any, based on the schedule of requirements issued

by the Construction Industry Arbitration Commission and the Records Unit of each of the Implementing Board of CIAP.

4. Release of mails to proper recipients only upon presentation by the recipient of identification card/s. In cases the recipient cannot personally receive the mail, authorization letter and copy of identification card should be presented/submitted by the authorized receiver.
5. Provide a real time mobile or online document tracking system and should have an assigned point person that will handle the account and all necessary transactions of the CIAP with the Service Provider.
6. Submit a duly signed certified true and correct monthly summary report and/or Proof of deliveries (PODs) or other forms of verification **not later than ten (10) working days after the end of every month**. Delivery of PODs or other forms of verification to CIAP shall incur no additional charges. The veracity of the information stated in the summary of the PODs shall be duly certified by the Head of Service Provider or its authorized representative.
7. Undertake **at least two (2) attempts** to deliver the mails coursed through it. If undelivered after the first attempt, the Service Provider shall immediately notify the CIAP and wait for its instructions. The CIAP may then modify the delivery details (e.g., different floor/unit but same building, or different recipient but same address, etc.) to aid in the second attempt to deliver the documents, **without additional cost** unless such modification resulted to a new delivery address. If it remains undelivered, the Service Provider shall return the documents to the CIAP, stating a justifiable reason and proof for non-delivery thereof. If unable to return the undelivered mails/return to sender (RTS) mails to CIAP, the Service Provider must submit a notarized affidavit of loss. Said items shall also be deducted from the Statement of Account (SOA) based on its content including corresponding charges.
8. The delivery schedule or schedule or requirements provided below may be modified anytime at the option of the CIAP, provided that the Service Provider be given notice of such modifications one (1) week prior to the effectivity of the modification.

Delivery Schedule / Schedule of Requirements

Area of Distribution	Expected Delivery Date
Metro Manila (NCR)	To be delivered within two (2) working days upon receipt of the mails from the CIAP. <i>Daily pick-up time is 3:00 PM.</i>
Luzon	To be delivered within five (5) working days upon receipt of the mails from CIAP. <i>Daily pick-up time is 3:00 PM.</i>
Visayas	To be delivered within three (3) to five (5) working days upon receipt of the mails from CIAP. <i>Daily pick-up time is 3:00 PM.</i>
Mindanao	To be delivered within (3) to five (5) working days upon receipt of the mails from CIAP.

Area of Distribution	Expected Delivery Date
	<i>Daily pick-up time is 3:00 PM.</i>
International Destination	To be delivered within ten (10) working days upon receipt of the mails from CIAP. <i>Daily pick-up time is 3:00 PM.</i>

9. Provide all accessory supplies and materials such as packing tapes, stickers, airway bill forms, pouches or boxes, or plastics for bulk transactions, and weighing scale.
10. Provide a facility to the CIAP focal wherein both shippers and consignee portions in the waybill can be pre-encoded/pre-printed, as well as to provide all necessary supplies for the sending of the mail.
11. The SOA to be issued by the Service Provider to the CIAP should be based on the **actual number of deliveries made per month**. In case of delivery to remote areas, additional fees may be charged accordingly. For mails that will exceed the legal-size envelope and/or contain materials other than documents, necessary fees may also be charged accordingly.
12. The Service Provider must attach to its bid the filled-out forms in *Annexes A and B* of this TOR and submit pertinent supporting documents. Aside from the accomplished Request for Quotation by the bidders, the Annex B shall be used as a reference for the evaluation and detailed breakdown of submitted financial quotation. This shall also be used for the identification of bidder who submitted the lowest bid based on the *Total Estimated Lot* in the submitted accomplished Annex B by the bidder.
13. Answer all queries and complaints of CIAP within three (3) working days.

VI. Preferred Qualifications

1. The Service Provider must have a respectable track record in nationwide courier services and must have been in the same business for at least three (3) years attested by previous or current clients through the submission of Certificate of Satisfactory Services Rendered or other similar documents issued to it.
2. The Service Provider must have completed at least two (2) similar contracts with another Philippine government agency/ies for the past three years, submitting to CIAP a copy or proof of such.
3. The Service Provider must offer domestic and international courier services, submitting to CIAP a proof of such.
4. The Service Provider must have several branches nationwide, submitting to CIAP a proof of such.
5. The Service Provider must have a real time mobile or online document tracking system, submitting to CIAP a proof of such.

6. The Service Provider must have an assigned point person that will handle the account and all the necessary transactions of the CIAP with the Service Provider; submitting to CIAP a copy of his/her government-issued identification card and company employee ID.

VII. Contract Duration

The contract shall be from the signing of the Contract/issuance of Notice to Proceed to the 31 December 2022, subject to monthly renewal until a new Service Provider is procured.

VIII. Mode of Payment

The CIAP shall pay the Service Provider on a monthly basis, within 15 days upon receipt of the SOA or billing statement of a given period, duly certified true and correct monthly report and/or PODs or other forms of verification that the recipients have received their mails, and a Certificate of Satisfactory Services Rendered issued by the end-user. Should there be undelivered mails/RTS mails, the same should be completely delivered to CIAP prior to processing of payment. In case of lost or unlocated mails, the Service Provider shall provide a notarized affidavit of loss and the same must be deducted from the SOA. The CIAP may hold the processing of payment for failure to submit the complete documentary requirements stated above.

IX. Liquidated Damages

In case of delay in the delivery of expected service, the amount of the liquidated damages shall be one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. Pursuant to Section 68 of R.A. No. 9184, the maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the Procuring Entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

X. Dispute Resolution

1. Should there be any dispute related to the contract and/or rights of the parties, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of proceedings shall be in Makati City.
2. In case of a court suit, the venue shall be courts of competent jurisdiction in Makati City, to the exclusion of all other courts.

Prepared by:


FARA JOICE G. HORNEDO
Administrative Officer V

Reviewed by:



Rufino H. Tividad
RUFINO H. TIVIDAD
Chief Administrative Officer

Delia B. Perlada
DELIA B. PERLADA
Officer-in-Charge, AMCD

Approved by:
Doris U. Cacho
DORIS U. CACHO
Executive Director-in-Charge, CIAP

Engr. Rene E. Fafardo
ENGR. RENE E. FAFARDO
Director-in-Charge, CIAC

CONFORME:

This is to certify that the undersigned, as an authorized representative of the Contractor, confirms and complies with all of the requirements and deliverables needed for the Provision of Courier Services for the Construction Industry Authority of the Philippines

MM
MARK M. LAZO

Name and Signature of Authorized Representative of the Contractor

2018 D 211 431 51086 77707

PhilGEPS Registration Number

008-801-981-600

Tax Identification Number

July 20, 2022

Date

Annex A. Technical Specifications

Bidders must state "Comply" or any equivalent term in the column "Bidder's Statement of Compliance".

Item	Specification/Requirement	Bidder's Statement of Compliance
<i>Requirements / Scope of Works</i>		
A	Door-to-door collection and delivery of documents. Service Provider representative must pick-up the parcels from the CIAP office and deliver documents to the specified address. The pick-up and delivery shall follow the health protocols issued by the task force for the prevention of COVID-19.	Comply
B	Must have an assigned servicing branch and at least one (1) alternate branch to execute the terms in the contract between CIAP and the Service Provider. If both the main and the alternate branches are unavailable, the Service Provider must immediately endorse the CIAP to another servicing branch with the same terms as stated in the contract.	Comply
C	Ensure on-time delivery of mails in all cities and municipalities covered by the Service Provider within the National Capital Region, Luzon, Visayas and Mindanao, and international destinations, if any, based on the schedule of requirements issued by the Construction Industry Arbitration Commission and the Records Unit of each of the Implementing Board of CIAP.	Comply
D	Release of mails to proper recipients only upon presentation by the recipient of identification card/s. In cases the recipient cannot personally receive the mail, authorization letter and copy of identification card should be presented/submitted by the authorized receiver.	Comply
E	Provide a real time mobile or online document tracking system and should have an assigned point person that will handle the account and all necessary transactions of the CIAP with the Service Provider.	Comply
F	Submit a duly signed certified true and correct monthly summary report and/or Proof of deliveries (PODs) or other forms of verification not later than ten (10) working days after the end of every month. Delivery of PODs or other forms of verification to CIAP shall incur no additional charges. The veracity of the information stated in the summary of the PODs shall be duly certified by the Head of Service Provider or its authorized representative.	Comply
G	Undertake at least two (2) attempts within to deliver the mails coursed through it. If undelivered after the first attempt, the Service Provider shall immediately notify the CIAP and wait for its instructions. The CIAP may then modify the delivery details (e.g., different floor/unit but same building, or different recipient but same address, etc.) to aid in the second attempt to deliver the documents, without additional cost unless such modification resulted to a new delivery address. If it remains undelivered, the Service Provider shall return	Comply



Item	Specification/Requirement	Bidder's Statement of Compliance
	the documents to the CIAP, stating a justifiable reason and proof for non-delivery thereof. If unable to return the undelivered mails/return to sender (RTS) mails to CIAP, the Service Provider must submit a notarized affidavit of loss. Said items shall also be deducted from the Statement of Account (SOA) based on its content including corresponding charges.	Comply
H	Comply with the delivery schedule or schedule of requirements	Comply
I	Provide all accessory supplies and materials such as packing tapes, stickers, airway bill forms, pouches or boxes, or plastics for bulk transactions, and weighing scale.	Comply
J	Provide a facility to the CIAP focal wherein both shippers and consignee portions in the waybill can be pre-encoded/pre-printed, as well as to provide all necessary supplies for the sending of the mail.	Comply
K	The SOA to be issued by the Service Provider to the CIAP should be based on the actual number of deliveries made per month. In case of delivery to remote areas, additional fees may be charged accordingly. For mails that will exceed the legal-size envelope and/or contain materials other than documents, necessary fees may also be charged accordingly.	Comply
L	Answer all queries and complaints of CIAP within three (3) working days.	Comply
Preferred Qualifications		
A	The Service Provider must have a respectable track record in nationwide courier services and must have been in the same business for at least three (3) years attested by previous or current clients through the submission of Certificate of Satisfactory Services Rendered or other similar documents issued to it.	Comply
B	The Service Provider must have completed at least two (2) similar contracts with another Philippine government agency/ies for the past three years, submitting to CIAP a copy or proof of such.	Comply
C	The Service Provider must offer domestic and international courier services, submitting to CIAP a proof of such.	Comply
D	The Service Provider must have several branches nationwide, submitting to CIAP a proof of such.	Comply
E	The Service Provider must have a real time mobile or online document tracking system, submitting to CIAP a proof of such.	Comply
F	The Service Provider must have an assigned point person that will handle the account and all the necessary transactions of the CIAP with the Service Provider; submitting to CIAP a copy of his/her government-issued identification card and company employee ID.	Comply



Annex B
Estimated Courier Service Cost Distribution

To be used as a reference for the evaluation of submitted quotations and identification of bidder who submitted the lowest bid.

Area of Distribution	Estimated Number of Mails*			Estimated Price per Unit/Parcel**			Total Estimated Price		
	Letter Size Envelope	A4 Size Envelope	Legal Size Envelope	Letter Size Envelope	A4 Size Envelope	Legal Size Envelope	Letter Size Envelope	A4 Size Envelope	Legal Size Envelope
Metro Manila (NCR)	800	120	300	85.00	156.80	168.00			
Luzon	250	55	78	100.80	168.00	198.00			
Visayas	273	33	85	130.00	189.00	212.80			
Mindanao	273	33	85	130.00	189.00	212.80			
International Destination	4	2	2	2,500	2,800	3,600			
Total	1,600	243	550						
Total Estimated Lot	2,393 (in 6 months)								

*Specified quantities are indicative numbers and for bidding purposes only

** Indicated price shall be used in the actual implementation of contract, except for the estimated International Destination rates which may vary on the actual destination of mails.

Total Financial Proposal (In Figures) : PHP 360,300

Total Financial Proposal (In Words) Three Hundred Sixty Thousand, Three hundred Pesos.

Submitted by:

MANC M. LAZO / COO
EMR Courier Services International Inc.
Name and Signature of Authorized Representative of the Service Provider