

**TERMS OF REFERENCE**  
**COURIER SERVICE-DOMESTIC/INTERNATIONAL**  
**COMMENCING FROM THE DATE OF NOTICE TO PROCEED (NTP) TO DECEMBER**  
**31,2025**

The SUBIC BAY METROPOLITAN AUTHORITY (SBMA) needs to engage the services of a qualified and licensed courier service provider which would ensure a faster, more efficient, and timely delivery of all its official documents and other printed matter, to local destinations.

**I. OBLIGATIONS OF THE SERVICE PROVIDER**

The main objective of this Terms of Reference is to ensure secured handling and expedited delivery of the SBMA's sensitive and valuable documents to the addressee/s. Towards this end, the SERVICE PROVIDER undertakes to deliver in an efficient and timely manner the SBMA's official documents and other printed matter in the specified geographic area/s, in local destinations. Pursuant thereto, the SERVICE PROVIDER shall, to the satisfaction of the SBMA, render, undertake and perform the following terms and conditions:

- a. Daily pick-up of documents and other printed matter from the SBMA, at 4:00 pm.
- b. Delivery of mails to the addressee/s of the SBMA's documents and other printed matter reckoned from the date of pick-up, to wit:
  - Within Metro Manila, National Capital Region within two (2) working days;
  - Other parts of Luzon - within three (3) working days;
  - Any part of Visayas - Mindanao Region — within Six (6) working day;
- c. 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 SERVICE PROVIDER, the latter shall pursue the delivery until three (3) attempts within the period specified as follows: (i) three (3) working days, if within Metro Manila, nearby provinces and other parts of Luzon; and, (ii) six (6) working days, in any parts of Visayas and Mindanao Regions.
- d. Release of courier containing SBMA document and other printed matters shall be made only to the addressee or authorized representative and only upon presentation to and verification by the SERVICE PROVIDER of the authenticity of the identification card/s presented by the addressee or authorized representative.
- e. Return to the SBMA all undelivered parcels/documents within seven (7) working days from the SBMA's dispatch.
- f. Submit to the SBMA within thirty (30) calendar days, reckoned from the SBMA's dispatch the following:
  - Delivery Status Report and Delivery Receipts duly acknowledged by the addressee/s or his/her authorized representatives, with signature over his/her printed name as proof that the addressee has received the document/printed matter; (can be replaced by an online tracking system)
  - Billing/Statement of Accounts on a monthly basis (e-copy or hard copy is acceptable).

**II. SERVICE FEE AND ALLOCATED BUDGET**

The SBMA shall pay the amount/s due to the SERVICE PROVIDER for the services actually rendered by the latter to the former, strictly in accordance with the fee schedule prescribed hereunder.

The price ceiling and allocated budget per geographic area shall be as follows:

LOT A. LOCAL DESTINATIONS:

Area	Price Ceiling Per Area	Docs Type	Kg	Estimated no of transaction	Allotted Budget Php
Manila/NCR	130	Document	0.5	1500 to 3080	186,372.67
	140		1		
	190		2		
	195		3		
	220	Box Non Document /Parcel	2		
	260		3		
	270		4		
Other Parts of Luzon	145	Document	0.5		
	155		1		
	205		2		
	210		3		
	225	Box Non Document /Parcel	2		
	275		3		
	285		4		
Visayas/Mind anao	155	Document	0.5		
	165		1		
	205		2		
	220		3		
	245	Box Non Document /Parcel	2		
	265		3		
	285		4		
TOTAL					

LOT B. INTERNATIONAL DESTINATIONS:

Area	Price Ceiling Per Area	Docs Type	Kg	Estimated no of transaction	Allotted Budget Php
INTERNATIONAL	1500	Docs Type	1	10	15,000

TOTAL					201,372.67
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The amounts shall be understood as inclusive of VAT and other taxes. The SBMA will withhold 5% as creditable VAT for every billed transaction and issue BIR Form 2307 to the supplier as evidence of the tax withheld.

III. BILLING

The SBMA shall effect payment in check within 30 calendars days, monthly, progressive and after acceptance of the required services of the project upon receipt of the billing statement from the SERVICE PROVIDER. All payments made by the SBMA shall be subject to applicable taxes and usual accounting and auditing rules currently in force.

IV. DURATION

The service is effective until December 31, 2025.

The SBMA reserves the right to terminate this for any cause which may include failure of the SERVICE PROVIDER to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the tasks herein required in a manner acceptable to the SBMA or violation by the SERVICE PROVIDER of any of the terms and conditions, subject to sanctions and

8/2  
4/11/25  
4pm



## V. CONFIDENTIALITY

The SERVICE PROVIDER agrees that the services covered by this are strictly confidential and that a breach of any of the terms and conditions thereof by the SERVICE PROVIDER may subject the SBMA to financial, material and operational loss, and therefore, the SERVICE PROVIDER, hereby agrees as follows:

- a. The SERVICE PROVIDER and any of its personnel shall not, either during the term of this or at thereafter reveal, disclose, or furnish in any manner, to any person, firm or corporation any information relating to the SBMA which the SERVICE PROVIDER or other members of its staff/team, may have acquired or which came to his/their knowledge or possession during their work for the SBMA;
- b. The SERVICE PROVIDER shall prevent any unauthorized person from gaining access to the documents/records;
- c. The SERVICE PROVIDER agrees to assume sole responsibility and hereby undertakes to indemnify the SBMA, for any damage, which the SBMA may sustain by reasons of breach of the above conditions.

## VI. REPRESENTATIONS AND WARRANTIES

The SERVICE PROVIDER represents and warrants to the SBMA that:

- a. It is a domestic corporation duly registered and existing under and by virtue of the laws of the Republic of the Philippines.
- b. It has full legal power, authority and right to carry on its present business. It further warrants that its representative has full legal power to sign, execute and deliver this and that it will comply, perform, and observe the terms and conditions thereof.
- c. All corporate and other actions necessary to validate or authorize the execution and delivery of this have been taken.
- d. This , when executed and delivered, will be legal, valid and enforceable in accordance with its terms.

## VII. SUSPENSION OF PAYMENT/TERMINATION FOR DEFAULT

- a. The SBMA shall have the right to suspend, in whole or in part, any payment due to the SERVICE PROVIDER under this in the event there is delay, default, failure or refusal on the part of the SERVICE PROVIDER to perform its obligations in an acceptable manner. Further, the SBMA shall have the right to procure/engage, upon such terms and manner as the SBMA shall deem appropriate, the services of another or to undertake the unperformed/undelivered service(s) of the SERVICE PROVIDER. Any and all expenses incurred in relation thereto shall be for the exclusive account of the SERVICE PROVIDER.
- b. In the event that such delay, default, failure or refusal continues for a period equivalent or corresponding to more than ten (10%) percent of the price or time, whichever comes first, inclusive of the duly granted time extension, if any, the SBMA shall have the right to terminate the courier services upon giving the SERVICE PROVIDER written notice at least seven (7) calendar days prior to the intended date of termination. In addition, the SBMA shall have the right to procure/engage the services of another or to complete the services required of the SERVICE PROVIDER under this . Any and all expenses that the SBMA may incur in connection there to shall be for the sole account of the SERVICE PROVIDER.
- c. The SERVICE PROVIDER hereby agrees that the remedies mentioned



implementation of this , in unlawful deeds and behaviors relative to acquisition and implementation. Unlawful acts shall include, but not necessarily limited to, the following:

- Corrupt, fraudulent, and coercive practices as defined under R A 9184 otherwise known as the "Government Procurement Reform;"
  - Drawing up or using forged document; and
  - Any other act analogous to the foregoing.
- e. The SERVICE PROVIDER hereby agrees that the termination referred to herein shall be understood to be without prejudice to other rights and remedies available to the SBMA under this or the applicable laws.

#### VIII. INDEMNITY

The SERVICE PROVIDER shall indemnify the SBMA against any lose, injury or damage either to person or property which the SBMA may suffer by reason of the willful, unlawful or negligent act or omission of the SERVICE PROVIDER or any of its personnel or representative.

#### IX. RELATION OF THE PARTIES

The SERVICE PROVIDER shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of SBMA in any manner whatsoever. The SERVICE OR's personnel, representatives or staff shall not be construed as employees of the SBMA. The SERVICE PROVIDER is being engaged herein as an independent or. Nothing herein shall be construed as creating an employer/employee relationship between the SERVICE PROVIDER's employees, representatives or and the SBMA.

#### X. NON-WAIVER OF RIGHTS

The failure of the SBMA to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that the SBMA may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which in turn, shall continue to be in full force and effect. No waiver by the SBMA of any of its under this shall be deemed to have been made unless expressed in writing and signed by the SBMA.

#### XI. MISCELLANEOUS PROVISIONS

a. Governing Law and Language — The right and obligation of the parties hereto shall be governed and interpreted in accordance with the laws of the Republic of the Philippines, specifically, the provisions of RA 9184, otherwise known as the "Government Procurement Reform Act" and other applicable laws, rules and regulations.

b. Venue of Action - It is hereby agreed that any and all actions that shall arise from this shall be instituted and tried before the proper court/s of the City of Olongapo only.

Prepared by:

Approved by:

