



TERMS OF REFERENCE

PROCUREMENT OF LEASE OF TRANSPORT SERVICE VEHICLE FOR THE USE OF REGION III OFFICE PERSONNEL DURING THE STATE OF CALAMITY PURSUANT TO PRESIDENTIAL PROCLAMATION NO. 1021

PART 1. INTRODUCTION

Pursuant to the Presidential Proclamation No. 1021 s.2020, the President declared a State of Calamity Throughout the Philippines Due to Corona Virus Disease 2019 for a period of one (1) year, effective 13 September 2020 to 12 September 2021, unless earlier lifted or extended as circumstances may warrant. As a result, a Memorandum from the Executive Secretary was issued implementing community quarantine over the entire National Capital Region and implementing alternative work arrangements.

Under Support mechanisms of CSC Memorandum Circular No. 10 s.2020, the agency shall ensure that all workers are afforded with reasonable transportation facilities whenever practicable, and subject to accounting and auditing rules and regulations.

OBJECTIVE:

It is the objective of this Terms of Reference (TOR) to set the policies and guidelines for the Procurement of Lease of Transport Service Vehicle for the transport of Region III Office personnel during State of Calamity throughout the Philippines due to Corona Virus Disease 2019 from NHA Main Office to NHA-Region III Office and vice versa.

PART 2. COVERAGE/ PROJECT DURATION

2.01 This TOR covers the procurement of lease of transport service vehicle (van) for the use of Region III Office personnel during State of Calamity throughout the Philippines due to Corona Virus Disease 2019 Pandemic pursuant to Presidential Proclamation No. 1021, s.2020. The provision of transport service vehicle (van) shall be completed within the targeted period of one hundred fifty (150) working days exclusive of force majeure or legitimate orders from competent courts or upon agreement of the parties.

2.02 Schedule of Contract Package:

Package No.	Point of Origin/ Destination	No. of Unit/s	Ave. Distance (km)	Rental Rate per Day (Php)	Rental Period (days)	Estimated Budgetary Requirement (Php)
I.	NHA Main Office to NHA-Region III Office & vice versa	1	70	6,000.00	150	900,000.00

2.03 Scope of Works and Contract Cost

The scope of works shall include the transportation of NHA Region III Office personnel from NHA Main Office (Elliptical Road, Diliman, Quezon City) to NHA-Region III Office (McArthur Highway, Brgy. Maimpis, City of San Fernando, Pampanga) & vice versa (including some pick up points along the way).

The total transport service vehicle requirement for this contract package is enumerated in the "Schedule of Contract Package", Item 2.02. Further, the bid price per contract package shall not exceed the Approved Budget for the Contract (ABC). The maximum rate per trip shall be computed based on the current rental rate of a fourteen (14) seater, air-conditioned van, which is not more than (3) years old.

2.04 Contract Duration

The provision of the above services shall be completed within one hundred fifty (150) working days exclusive of force majeure or legitimate orders from competent courts or upon agreement of the parties.

PART 3. BIDDING INFORMATION, TERMS AND CONDITIONS

- 3.01 Pursuant to the provisions of the 2016 Revised IRR of RA 9184, as amended, National Housing Authority (NHA), through publication of notices, shall call for the submission of offers for lease of transport service vehicle for the transport of NHA Region III Office personnel from NHA Main Office to NHA-Region III Office & vice versa.
- 3.02 The public notice is intended to satisfy the requirements of due notification to all interested parties and competitive bidders for the purpose of selecting bids most advantageous to the government.
- 3.03 The bids shall cover the provision by Suppliers/Contractors to NHA of the required number of one (1) van per day as indicated in the scope of works to be utilized during State of Calamity throughout the Philippines due to Corona Virus Disease 2019 Pandemic.
 - 3.03.1 The derivation of cost shall be 8-hours operation per day.
 - 3.03.2 Average distance from NHA Main Office to NHA-Region III Office is approximately 140 kilometers including the return trip; approximate rate of travel per vehicle is 40 km/hr.
- 3.04 All parties interested in submitting proposals shall comply with the requirements of this Terms of Reference.
- 3.05 Suppliers/Contractors shall be entirely responsible for taking all necessary steps to examine the TOR and to inform themselves as to all

conditions and circumstances affecting their proposals and the implementation of the contracts and/or the obligations to be undertaken by them.

- 3.06 Costs and expenses incurred directly or indirectly by Suppliers/Contractors in the preparation and presentation of their proposals shall be borne by them.
- 3.07 NHA reserves the right to request additional information or clarification from Suppliers/Contractors.
- 3.08 NHA reserves the right, as its interest may require, amending or clarifying the requirements of this TOR prior to the deadline for submission of proposals. Any amendment or clarification shall be made through the issuance of bulletins, copies of which shall be furnished all Suppliers/Contractors. If the amendments require substantial changes to the proposals, the date will be reset for the submission of proposals. Suppliers/Contractors shall acknowledge receipt of all addenda to the TOR. Inquiries may be made with the Regional Office Bids and Awards Committee (ROBAC), Region III Satellite Office, Annex Building, National Housing Authority, Elliptical Road, Diliman, Quezon City.
- 3.09 The NHA shall call registered bidders to a conference prior to the date of submission of proposals to clarify any provision in the TOR or matters, which the Suppliers/Contractors may raise, pertinent to the TOR.
- 3.10 The Supplier/Contractor shall deliver the required number of one (1) van per day as shown in the scope of works or per NHA schedule.
- 3.11 The Supplier/Contractor shall make available the required number of one (1) van per day for the transport of NHA Region III Office personnel from NHA Main Office (Elliptical Road, Diliman, Quezon City) to NHA-Region III Office (McArthur Highway, Brgy. Maimpis, City of San Fernando, Pampanga) & vice versa on or before 06:00 a.m. or earlier time of the day and 05:30 p.m.
- 3.12 The NHA reserves the right to reject any bid, to waive any minor defects therein and to accept the offer considered most advantageous to the government.

PART 4. DOCUMENTARY REQUIREMENTS FOR SUBMISSION

- 4.01 The list of documents for submission and the procedures to be followed in the bidding of the contracts are listed and enumerated in the Request for Quotation (RFQ).
- 4.02 Copies of the Terms of Reference (TOR), Request for Quotation (RFQ) and other bidding documents may be secured from the Office of the ROBAC Secretariat, Region III Satellite Office, Annex Building, National Housing Authority, Elliptical Road, Diliman, Quezon City.

PART 5. MODE OF PAYMENT

- 5.01 Payment to the supplier shall be based on actual services rendered (covers the fuel, oil, lubricant expenses, and toll fees including the salary of the driver & insurance), transporting the NHA Regional III Office personnel from designated pick-up points to NHA Region III Office and vice versa. Processing of payment shall be in accordance with the contract schedule of rates and progress billing/ accomplishment report prepared by the Supplier/Contractor and checked by authorized NHA project representative/s. The Schedule of Rates contains the unit cost of transport service per day based on approved award of contract.
- 5.02 Request for payment by the Supplier/Contractor shall be accompanied and supported by the following:
- 5.02.1 Statement of account from the Supplier/Contractor;
 - 5.02.2 Certification from the concerned Program Manager or Project Team Head as regards the total number of trips during the billing period;
 - 5.02.3 Summary/ list of trips made during the billing period indicating the dates, number of trips and names of passengers transported, plate number and type of vehicle utilized duly signed by authorized signatories and certified by the concerned NHA Program Manager;
 - 5.02.4 Issued trip tickets duly signed by authorized NHA representative/s at the point of origin and acknowledged by the passengers.
- 5.03 When the Supplier/Contractor fails to satisfactorily deliver the services required within the specified transportation schedule as indicated in the contract, liquidated damages shall be imposed pursuant to the provisions of the 2016 Revised IRR of RA 9184, as amended, which is equivalent to one-tenth (1/10) of one percent of the cost of delayed service for every day of delay until the transport service (van) is provided.

Failure by the supplier/contractor to adhere both to the conditions stated above and to deliver the required number of one (1) van for more than three (3) times during the contract period, as appropriately reported to Region III Management, shall mean the termination of the contract and perpetual disqualification from future NHA undertakings of the same nature.

PART 6. OTHER REQUIREMENTS

- 6.01 The Supplier/Contractor shall make available the number of one (1) van required for the day of transport for the entire duration as shown in the Schedule of Contract Packages. The Supplier/Contractor may opt to utilize bigger vans other than the specified at no additional cost to the procuring entity.
- 6.02 The Supplier/Contractor shall ensure the safety of the passengers and that the vans are clean, fit for human use, properly maintained and roadworthy in accordance with the LTFRB Memorandum Circular No. 2020-017, Guidelines for Public Transportation for Areas under General Community Quarantine (GCQ).
- 6.03 In the event of van breakdown while transporting the staff to or from the office, the Supplier/ Contractor shall provide the contingent vehicle at no additional cost to the procuring entity.
- 6.04 The Supplier/ Contractor shall be liable for any untoward incident/mishap that may befall the driver and/or passengers of the van/s or any third-party liabilities during the period of transportation to or from the office.
- 6.05 No additional payment will be given to the supplier/contractor beyond the approximate transport distance as indicated under Part 2 of the TOR.
- 6.06 A twelve percent (12%) VAT shall be automatically deducted from the gross billings in accordance with Revenue Regulations No. 16-2005 as amended by Revenue Regulations No. 13-2018. Likewise, in compliance with Executive Order No. 398 dated January 12, 2005, all other taxes due to the Supplier/Contractor shall be deducted from the gross billings in accordance with the existing auditing laws, rules and regulations.
- 6.07 The Supplier/Contractor shall be required to submit and attach to the bid, the list of equipment owned (vans) with supporting documents.
- 6.09 Strict implementation of guidelines due to COVID 19 pursuant to LTFRB Memorandum Circular No. 2020-017 dated May 1, 2020, such as, but not limited to the following requirements:
 - 1. Wearing of face masks at all times
 - 2. Availability of alcohol and sanitizers
 - 3. Disinfection of high-touch surfaces of vehicles
 - 4. Limited passenger capacity
 - 5. Provide non-permeable acetate barrier between the passengers and driver
 - 6. Driver is required to open and close the doors for passengers
 - 7. Passengers not allowed to open the door themselves

PART 7. WARRANTY REQUIREMENTS

- 7.01 The Supplier/Contractor shall execute a warranty that the van to be utilized by the latter during the transportation operations is covered by a comprehensive accident insurance up to Php 50,000.00 per passenger. The Supplier/Contractor shall ensure the complete safety and security of the passengers, while in transit and/or alighting from the van at the duly designated sites. All liabilities arising from violation of the contract or by virtue of accidents, collisions and the like shall be borne by the Supplier/Contractor.

Recommending approval:

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Approved:

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