



Republic of the Philippines

BARANGAY AND COMMUNITY RELATIONS DEPARTMENT

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TERMS OF REFERENCE (TOR) SUPPLY AND DELIVERY OF COMMUNITY KIT PROJECT NO. BCRD-22PCP1-177

I. RATIONALE AND BACKGROUND

On 8 March 2020, the President signed Proclamation No. 922 declaring a State of Public Health Emergency throughout the Philippines upon the recommendation of the Department of Health (DOH) following the confirmed local transmission of the Coronavirus Disease 2019 (COVID-19). Under the State of Public Health Emergency, the relevant government's entities shall be capacitated to facilitate the sufficient and immediate access to funding, particularly for all concerned local government units, to intensify government response and measures for disease control prevention.

II. PROJECT DESCRIPTION

The Barangay and Community Relations Department of Quezon City therefore propose to procure Community Kit as a government response and measure to deliver cost-effective social services.

III. PROJECT SCOPE OF WORK

Supply and delivery of Community Kit for distribution to various barangays and constituents of Quezon City.

IV. PROJECT STANDARD AND REQUIREMENTS

1. As part of requirement in RA 9184, the Bidder must have completed a government or private contract that is SIMILAR in nature to this project within the last three (3) years equivalent to at least fifty percent (50%) of the approved budget for the contract (ABC).
2. The bidder shall be responsible for the repacking of all items to be delivered as individual Community Kit.
3. The bidder must deliver to multiple delivery points one hundred percent (100%) of all the items in thirty (30) calendar days upon the receipt of the Notice to Proceed.
4. The bidder must have at least one hundred (100) people to do the repacking for the project. This should be supported by Identification cards and proof of employment or engagement for these one hundred (100) or more people.
5. The bidder must have one warehouse with a total of at least three hundred square meters (300sq.m.) floor space to be used for repacking of community kits. This should be supported by a proof of ownership or lease of agreement for the place.
6. The bidder must have at least three (3) units of trucks and three (3) units of L-300 to be used for deliveries of Community Kit to multiple delivery points in Quezon City. This should be supported by proof of ownership or lease agreement(s).



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V. PROJECT DURATION

The project duration is within thirty (30) calendar days from the receipt of the Notice to Proceed of the winning bidder.

VI. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the contract (ABC) is **ONE HUNDRED SIXTY-FIVE MILLION PESOS AND 00/100 ONLY (Php165,000,000.00)**.

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 10% as a result of any extraordinary circumstances as determined by the National Economic Development Authority (NEDA). Pursuant to the provisions of RA 9184 and its RIRR on contract price escalation, all contract price escalation shall be approved by the Government Procurement Policy Board (GPPB).

V. BASIS OF PAYMENT

In consideration for the Supply and Delivery of Community Kit 2022 as provided herein, the City shall pay the winning bidder the contract price upon delivery of all the items to the multiple delivery points in Quezon City with coordination with the office of Barangay Community and Relations Department.

VI. PENALTIES FOR BREACH OF CONTRACT

Failure to deliver the goods according to the standards and requirements set by the City shall constitute an offense and shall subject the supplier to penalties and/or liquidated damages pursuant to RA 9184 and its Revised Implementing Rules and Regulations (RIRR).

VII. CANCELLATION OR TERMINATION OF CONTRACT

The guidelines contained in RA 9184 and its Revised Implementing Rules and Regulations (RIRR) shall be followed in the termination of any contract. In the event the City terminated the Contract due to default insolvency, or for cause, it may enter into negotiated procurement pursuant to Section 53 (d) of RA 9184 and RIRR.

Submitted by:


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City Government Department Head III