

TERMS OF REFERENCE (TOR)

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF THE QUEZON CITY ONLINE TRICYCLE REGISTRATION AND RENEWAL SYSTEM

- I. **RATIONALE AND BRIEF BACKGROUND** – In accordance with ordinance SP-2763, S-2018 which amends certain provisions of ordinance SP-2337, S-2014 (An Ordinance Adopting the Quezon City Tricycle Management Code), which in turn calls for the creation of a Tricycle Planning and Franchising Information System, the local government of Quezon City (QC LGU) requires an automated system that will manage, administer, and track the franchising, registration, and renewals of tricycles and pedicabs that fall under the purview of the Tricycle Franchising Board (TFB) and the Tricycle Regulation Division (TRD).
- II. **PROJECT DESCRIPTION** – This project involves an online, web-based, cloud-hosted system that will register and manage tricycle and pedicab franchises as well as track and record the operators, drivers, routes and operator and driver associations pertaining to each franchise. The system will be used by authorized users from TFB and TRD to facilitate the application, approval, cancellation, and transfer of tricycle and pedicab franchises and registrations. Phase 1 shall be a cloud-based system while a 2nd phase can possibly be implemented for an on-premise system.
- III. **PROJECT SCOPE OF WORK** – The system will have the following components:
 - i. Technical Specifications:
 - a) All internal users will require a valid email address to log in and use the system. They can recover their password through their email.
 - b) The web applications will be accessible using the latest versions of Safari and Chrome on Mac/iOS and Chrome on Windows/Android
 - c) The web applications will store all data and documents in the cloud instead of on-premises servers.
 - d) The cloud-based hosting of the data will be provided for one (1) year, subject to renegotiation thereafter.
 - e) All data captured by the system shall remain the property of the City, and the cloud-based storage that contains the data will be turned over to the City at an agreed upon date prior to the expiration or termination of the agreement with no additional cost to the city including program code and must comply to DICT Cloud First Policy.

- ii. Security:
 - a) The web server will be protected by SSL certificates.
 - b) The web server will be a separate instance from the database server.
 - c) The system will implement industry standard measures to protect user data, prevent web fraud, mitigate bot attacks, secure APIs, and prevent unauthorized application access.
 - d) The system should conform with applicable data privacy laws.
- iii. System Features:
 - a) Users from TFB will be able to encode, manage, and process applications for new, renewal, amendment, and reconsideration of all franchises of tricycles, pedicabs, and utility trikes in Quezon City;
 - b) Users from TRD will be able to process applications for new, renewal, amendment, and reconsideration of tricycles, pedicabs, and utility trikes in Quezon City;
 - c) Users will access the system through the QC-eServices online platform, and they will need valid QC-eServices accounts;
 - d) TFB will be able to generate and print the Certificate of Public Convenience for franchise holders.
 - e) TFB will be able to generate and print reports of current and existing franchises and their owners;
 - f) TRD will be able to generate and print Motorized Tricycle Operator's Permit and Pedicab Operator's Permit for applicable operators;
 - g) TRD will be able to generate and print reports of current and existing MTOP and POP operators;
 - h) TRD will be able to assign the following to each franchise:
 - i. Name of Operator
 - ii. TODA or PODA name
 - iii. Motor number
 - iv. Sidecar number
 - v. Route
 - vi. Case number
 - vii. Names of drivers

- i) Operators will apply for and renew their franchises and Motorized Tricycle Operator's Permit (MTOP), and Pedicab Operator's Permit (POP) through the system;
- j) Each franchise will be valid for three years, while each MTOP and POP will be valid for one year;
- k) All operators and drivers will be required to have a QCID, and the proposed system will need to integrate with the existing QCID system;
- l) Operators will also be able to view the status and validity of their permits and applications via the system;

IV. **AREA OF COVERAGE** – The web application will be deployed online through QC-eServices and will be available for use by the public and applicable internal QC LGU offices.

V. **PROJECT STANDARDS AND REQUIREMENTS**

The following are the minimum qualifications and requirements for the Contractor or Bidder:

- i. Track Record
 - a. The service provider must be in the same industry as per their DTI or SEC filing for at least five (5) years
 - b. The service provider should have been in operation for at least five (5) years
 - c. The service provider must have implemented a similar registration and web application project within the last three (3) years.
 - d. The service provider should have implemented a public or private project with a single completed contract amounting to at least fifty percent (50%) of the ABC.
- ii. Organization
 - a. Service providers must have Platinum status in PHILGEPS
 - b. The service provider must be a duly registered company with DTI or SEC filing
 - c. The service provider must be filed with DTI or SEC as an IT company with the purpose of software development and the supply of IT-related goods and services
 - d. The service provider must be duly registered under the National Privacy Commission

- e. The service provider shall guarantee that the system shall abide with the DATA PRIVACY ACT OF 2012 to ensure that the personal information is protected.
- iii. Manpower
 - a. The service provider must have their own headcount of software developers.
 - b. The service provider must have their own support staff to conduct support tasks for the project such as system administrators and quality assurance testers.
 - c. Staff complement:
 - i. Overall Project Manager – college graduate (preferably IT-related courses) and with at least five (5) years experience on this field
 - ii. Senior Web Developer – college graduate (preferably IT-related courses) and with at least two (2) years experience on this field
 - iii. Cloud Server Administrator – college graduate (preferably IT-related courses) and with at least one (1) year experience on this field
 - iv. Web Security Engineer – college graduate (preferably IT-related courses) and with at least one (1) year experience on this field
 - v. Quality Assurance and Testing Staff – college graduate (preferably IT-related courses) and with at least one (1) year experience on this field

VI. **TRAINING**

The service provider will provide all necessary trainings to at least five (5) users for the usage of the system with four (4) hours training duration. A separate training for key TFB, TRD and ITDD personnel will be conducted for the administration and management of the system with an equivalent four (4) hours of training.

VII. **AFTER SALES SUPPORT**

- a. One (1) year warranty for software bugs and fixes from date of acceptance.
- b. Technical support:
 - i. Workdays from 8AM to 5PM, expect a response within the day or by next day
 - ii. Weekends and holidays, expect a response by next workday

VIII. **DELIVERY PERIOD**

The delivery period must be within sixty (60) calendar days upon issuance of the Notice to Proceed.

IX. **APPROVED BUDGET FOR THE CONTRACT**

The Approved Budget for the Contract (ABC) amounts to Seven Million Eight Hundred Fifty Thousand Pesos Only [PHP7,850,000.00] VAT inclusive.

COST DERIVATION

Software Development Cost	
• Professional Registration Module	
• Checklist Generator Module	
• Pre-Evaluation Module	
• Technical Evaluation Module	
• Integration with other QC systems	
• System Architectural Module	
Technical and Customer Service Support	
Documentation, Training, End User Support, Maintenance	
TOTAL	7,850,000.00

X. **BASIS OF PAYMENT**

- a. Upon submission of the system for internal testing, the procuring entity will release fifteen percent (15%) of the total winning bid amount to the service provider.
- b. Upon deployment of the system online, the procuring entity will release eighty-four percent (84%) of the total winning bid amount to the service provider.
- c. One percent (1%) of the total winning bid amount will be released one (1) year after the final acceptance of the system as performance security.

XI. **PENALTIES FOR BREACH OF CONTRACT**

Failure to deliver the services according to the standards and requirements set by the City shall constitute an offence and shall subject the Contractor to penalties and/or liquidated damages pursuant to RA 9184 and its revised Implementing Rules and Regulations.

XII. **CANCELLATION OR TERMINATION OF CONTRACT**

The guidelines contained in RA 9184 and its revised IRR shall be followed in the termination of any service contract. In the event the City terminated the Contract due to default insolvency, or for cause, it may enter negotiated procurement pursuant to RA 9184 and its IRR.

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