

TERMS OF REFERENCE (TOR)

"FOR THE CORRECTIVE REPAIR AND MAINTENANCE SERVICES INCLUDING SPARE PARTS WITH LABOR OF CITY-OWNED LIGHT VEHICLES"

I. BACKGROUND

Currently, the Quezon City Government (QCG) has a fleet of motor vehicles consisting of various types of service light-vehicles used in its daily operations to the service of its citizenry. These vehicles were acquired on various dates and, accordingly, need repairs and maintenance services.

Because of its limited capacity in terms of manpower, tools and equipment, technical capability and suitable work facility to provide maintenance services to its fleet of motor vehicles, the QCG is seeking a more reliable, qualified, and capable local motor shop to cater its needs for repair and maintenance services, including supply and delivery of the related spare parts.

II. DEFINITION OF TERMS

1. **Quezon City Government (QCG)** – refers to the administrative body responsible for governing and managing the affairs of Quezon City, which is a highly urbanized city in the Philippines.
2. **Corrective Maintenance** - refers to maintenance services that rectify and repair defective functional systems of a vehicle which may be discovered while performing routine inspection, regular preventive maintenance or emergency, sudden, and un-predetermined vehicles' malfunctions due to wear and tear and/or damages resulting from a vehicular accident
3. **City-Owned Light Vehicles** – refers to motor vehicles issued by the QCG to various City Offices and Departments.



III. PROJECT RECIPIENT

City Offices and Department whose approved budget for repair and maintenance of City-Owned light vehicles are transferred to City General Services Department (CGSD).

IV. PROJECT DESCRIPTION

Presently, repairs and maintenance services, including supply and delivery of the related spare parts, are funded and procured individually by each department/office and contracted to and catered by different service providers. The QCG now intends to centralize the funding, procurement and administration of these services of Motorpool Division, City General Services Department (CGSD).

This Project deals primarily with Corrective maintenance services which, by its nature or characteristics, number of units of motor vehicles, and/or exact time of need, cannot be accurately pre-determined.

V. PROJECT OBJECTIVES

To procure our vehicles' repair and maintenance service's needs, including the related spare parts, from a more reliable, qualified and capable local motor shop under a more efficient and cost-effective scheme, thereby establishing a well-maintained, more dependable fleet of motor vehicles in the service of its people.

VI. COVERAGE

This Project shall cover the following fleet of city-owned light motor vehicles under the administrative control and supervision of the CGSD:

Type of Vehicles:

1. Asian Utility Vehicle (AUV)
2. Patrol
3. Pick-Up
4. Sedan
5. Sports Utility Vehicle (SUV)
6. Utility
7. Van
8. Ambulance/Rescue Vehicles

Excluding the Medical Equipment and other Customized installed

VII. SCOPE OF PROJECT

A. CORRECTIVE MAINTENANCE

Corrective Maintenance refers to maintenance services that rectify and repair defective functional systems of a vehicle which may be discovered while performing routine inspection, regular preventive maintenance or emergency, sudden, and un-predetermined vehicles' malfunctions due to wear and tear and/or damages resulting from a vehicular accident. The following corrective maintenance services are covered by the scope of work of this Project:

1. Car auto detailing
2. Camber Alignment
3. Wheel Alignment
4. Wheel Balancing
5. Engine Overhauling
6. Body Repair per Panel
7. Body Painting per Panel
8. General Upholstery
9. Air-conditioning and cooling system
10. Wheel Bearing Press In/Out
11. Suspension Bushing Press In/Out
12. Rotor Disc Reface
13. Fly Wheel Reface
14. Brake Drum Reface
15. Pull Down Transmission Manual
16. Pull Down Transmission Automatic
17. Under Chassis Repair/Replacement of Parts
18. Electrical Job
19. Change oil (PMS)
20. Engine Scanning
21. Other repair works as may be referred to by the Motorpool Division of CGSD, which necessarily include:

- A. Any and all spare parts and materials actually supplied/used, as approved by the CGSD personnel, in such repair works that are deemed extremely necessary and indispensable in ensuring the road worthiness, safety and convenience and serviceability of the City's Motor Vehicles. The Costs of all spare parts and materials actually used and supplied by the Service Contractor in such repair works shall be paid by the City based on the canvassed price in the market duly certified by the personnel of the CGSD.
- B. In the event that there are excess spare parts used in the repair and maintenance of motor vehicles over the quantities listed in the proposal of the SERVICE PROVIDER, said spare parts are considered payable, considering that the quantities of spare parts listed in the proposal are only suggestive in nature, due to the fact that both the SERVICE PROVIDER and the CLIENT cannot exactly and actually forecast or predict the possible damage or malfunction of the vehicles to be repaired.

** All damages resulting from accident shall be referred to GSIS for insurance claims.*

VIII. QUALIFICATIONS OF BIDDER/SUPPLIER

The Service Provider shall comply with the following requirements and standards:

- A. **Manpower** - must have an organizational structure which includes minimum of two (2) competent maintenance managers, and/or supervisor/s; one (1) qualified safety officer and ten (10) trained and skilled mechanics, six (6) skilled auto electricians and three (3) auto aircon technicians capable of maintaining and troubleshooting of engines and various repair works of different types of motor vehicles, more especially those included in our fleet of motor vehicles.

B. Maintenance and Repair Facility

- 1. **Location and Accessibility** – The motor shop facility must be located within the strategic location of Quezon City, with at least Three (3) motor shops and located along or near main roads, with convenient access, so that motor vehicles for repair may be easily transferred to the Service Provider's motor shop facility.

2. Tools and Equipment

The Motor shop must have basic towing and garage equipment, tools and facilities such as:

- a. Tow Trucks (available 24/7);
 - b. Pit tools such as complete sets of spanners, screw drivers, wrenches, hammers, etc.;
 - c. Wheel spanners for various kinds of vehicles;
 - d. Compressor unit, welding machine, diagnostic scanning equipment, tire equipment, brake lathe machine, coolant brake fluid and transmission flush machines;
 - e. Auto AC tools;
 - f. Normal and Heavy-duty lift jacks;
 - g. Gear box oil dispenser;
 - h. Inspection trolley;
 - i. Grease dispenser;
 - j. Tire change tools, wheel balancing and wheel alignment machines;
 - k. Electrical inspection set such as meters and gauges;
 - l. Working facilities including several covered inspection areas, service bays, washing bays and inspection kits 1 vehicle lift and 1 ramp per workshop; and
 - m. Such other tools and equipment necessary to perform and complete the required repair works;
3. **Work Area** –repair bay/yard with minimum area of 150 sqm. per motor shop for turning and entering of vehicles and for leaving, turning and parking of vehicles;
 4. **Availability of Spare Parts** - adequate auto parts inventory required for the usual vehicle defects or malfunctions due to normal wear and tear based on prior experience and business volume needs in order to give quick service and prevent any inconvenience arising from long delay of repair works.

C. Experience

The Service Provider must have:

1. At least three (3) years of experience in the repairs and maintenance works of motor vehicles of various types.

IX. PROJECT METHODOLOGY

A. Repairs and Maintenance Services

The Service Provider shall provide for:

1. All supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the management and operation of motor vehicle repairs and maintenance functions as defined in the scope of work specified in Section V hereof.

2. All supplies and materials of a type and quality that conform to existing vehicle's specifications and standards. All supplies, materials, and equipment to be used in the performance of work described herein are subject to be checked;
3. For PMS (Preventive Maintenance Schedule), the motor oil for change oil to be used shall be provided by the end-user.
4. **Top priority** and attention to all maintenance requests of the CGSD for any work/job order relative to the scope of work herein defined;
5. Warranties for all services performed and "back job", if any, must be done free of charge;
6. Tow Trucks available 24/7 and, if necessary, onsite maintenance for vehicles which, because of their design or immobility, cannot be economically delivered to the vehicle maintenance facility of the Service Provider;
7. Specialist for repair and maintenance of all types of vehicles regardless of brand, more especially those vehicles included in our fleet of motor vehicles;
8. Services only upon receipt of maintenance request authorized by the head of the CGSD or his/her designated representative. Any unauthorized request should not be entertained by the Service Provider and the cost of such repair will not be paid by the QCG;
9. Genuine parts for all categories of services. Replacement parts must be equal to or exceeding the quality supplied by the original vehicle manufacturer;
10. Vehicle maintenance normal hours of operation continuously from 8:00AM to 5:00PM daily. However, under extraordinary circumstances when the early completion of the repair of the defective vehicle is extremely necessary, the hours of operation shall be extended beyond 5:00P.M., without any additional cost from the Quezon City Government;
11. Preferably accredited motor shop by GSIS;

X. BID EVALUATION AND COMPARISON

Selection of Service Provider for this Project shall be made through Competitive Bidding, which shall be conducted in accordance with the procedures and requirements of RA 12009 (New Government Procurement Reform Act) and its Implementing Rules and Regulations (IRR).

Bidders shall submit its bid, and prices shall be provided for every line item of work specified in Section VII hereof as provided in the Bidding Documents for this Project, but the comparison and determination of the lowest bid shall be on a lot basis; that is, the bidder who submits the lowest total bid amount for all the items specified in Section VII hereof shall be considered as the "lowest bidder" subject to the processes and requirements of RA 12009 and its IRR.

XI. CONTRACT DURATION

The contract for this Project shall be until December 31, 2025 upon issuance of the Notice to Proceed (NTP) to the winning Bidder/Service Provider.

XII. APPROVED BUDGET FOR CONTRACT (ABC)

The ABC for the corrective maintenance services is **FOURTEEN MILLION NINE HUNDRED SEVENTY THOUSAND FIVE HUNDRED NINETY-TWO PESOS AND 15/100 ONLY (Php 14,970,592.15)** (See more Details in **ANNEX - 1**) consisting of:

- 1. Cost of Labor
- 2. Cost of Spare Parts, Materials and Supplies

XIII. DELIVERY PERIOD OF MAINTENANCE SERVICES

The following maintenance services shall be performed and completed/delivered within the period stated below:

No.	Nature of Service	Completion/Delivery Period (in Calendar Days)
1.	Car auto detailing	15 DAYS
2.	Camber Alignment	2 DAYS
3.	Wheel Alignment	2 DAYS
4.	Wheel Balancing	1 DAY
5.	Engine Overhauling	15 DAYS
6.	Body Repair per Panel	30 DAYS
7.	Body Painting per Panel	30 DAYS
8.	General Upholstery	15 DAYS
9.	Air-conditioning and cooling system	3 DAYS
10.	Wheel Bearing Press In/Out	2 DAYS
11.	Suspension Bushing Press In/Out	2 DAYS
12.	Rotor Disc Reface	2 DAYS
13.	Fly Wheel Reface	2 DAYS
14.	Brake Drum Reface	2 DAYS
15.	Pull Down Transmission Manual	7 DAYS

No.	Nature of Service	Completion/Delivery Period (in Calendar Days)
16.	Pull Down Transmission Automatic	15 DAYS
17.	Under Chassis Repair/Replacement of Parts	7 DAYS
18.	Electrical Job	7 DAYS
19.	Change Oil (PMS)	2 DAYS
20.	Engine Scanning	2 DAYS
21.	Other repair works as may be referred to by the Motorpool Division of CGSD, which necessarily include:	7 DAYS

Any request for extension of delivery period specified hereof may be granted only on justifiable grounds, which request shall be made in writing and duly approved by the Head of the CGSD upon the recommendation of the Head of the Motorpool Division.

Any requested repair service not completed within the delivery period including duly approved extension of time, if any, shall be subject to liquidated damages as mandated by RA 12009 and its IRR.

XIV. **WARRANTY**

All works shall be guaranteed by the Service Provider for a period of one (1) month on service and three (3) months on spare parts installed from date of its final acceptance. Back job, if any, shall be done by the Service Provider at no cost to the QCG or "free-of-charge." The provisions of RA 12009 and its IRR on warranty shall likewise apply.

XV. **PAYMENT**

Claims for payment shall be done by the Service Provider on a "monthly basis" in accordance with the terms and conditions of the contract, supported by the following basic documents, **in addition** to the documentary requirements mandated by existing COA Rules and Regulations:

1. Summary of Monthly Job Order Services Rendered/Completed;
2. Statement of Account;
3. Sales Invoice/s;
4. Approved "Job Order Request" Form duly acknowledged and accepted by the head of the Motorpool Division and by the head of the End-user;
5. Duly accomplished and signed Pre-repair/Post-repair Inspection Report; and
6. Copy of the Contract with the Service Provider

Only those (1) maintenance services actually and satisfactorily rendered/completed by the Service Provider and (2) the related spare parts, materials and supplies actually used or consumed as validated by the personnel of the Motorpool Division of the CGSD shall be paid by the QCG. However, those maintenance services though covered by the contract if not actually rendered by the Service Provider and spare parts, materials and supplies not actually used or consumed shall not be paid by the QCG. This is to say alternatively that the Service Provider cannot validly claim payment for those un-rendered/undelivered maintenance services and unused spare parts, materials and supplies.

All payments shall be subject to applicable withholding taxes in accordance with the Philippine Internal Revenue Code and Revenue Regulations issued by the Bureau of Internal Revenue (BIR) as well as the applicable provisions of the QC Revenue Code.

XVI. RESERVATION CLAUSE

The QCG has reserved its right to reject any and all bids, declare a failure of bidding, or not to award the contract without incurring any liability on the part of the QCG pursuant to Section 70 of RA 12009 and its IRR.

XVII. CANCELLATION/TERMINATION OF CONTRACT

Should there be any dispute, controversy or difference between the parties arising from this TOR, the parties herein shall exert all efforts to amicably settle such dispute, controversy or difference. However, if any dispute, controversy or difference cannot be resolved by them amicably by mutual satisfaction of the parties, then the matter shall be submitted for arbitration in accordance with existing laws, without prejudice for the aggrieved party to seek redress before a court of competent jurisdiction.


The provisions of RA 12009 and its IRR shall govern the cancellation/ termination of any contract that may arise from this TOR. In the event the QCG terminated the covering contract due to default, insolvency, or for cause, it may enter into a negotiated procurement pursuant to applicable provisions of RA 12009 and its IRR.

XVIII. VENUE OF ACTION

All disputes, controversies, or claims arising from the Contract shall be filed in the competent courts of Quezon City.

This TOR shall form an integral part of Contract Documents.

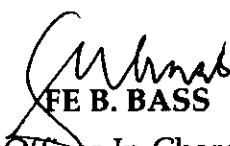
Prepared By:


ERLINDA S. CAGARA
Special Operations Officer V
Chief, Motorpool Division

Attested by:


JOEL G. ESCUETA
City Government Assistant Department Head III

APPROVED:


FE B. BASS
Officer-In-Charge
City General Services Department