



DEPARTMENT OF FOREIGN AFFAIRS  
KAGAWARAN NG UGNAYANG PANLABAS

BIDS AND AWARDS COMMITTEE  
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**SUPPLEMENTAL / BID BULLETIN No. 1**

Project : Lease of Motor Vehicles for the Department of Foreign Affairs  
for CY 2024  
Reference : PB-GS-37-2023-EP13  
ABC : PhP 29,030,625.00  
Date : 01 December 2023

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This Supplemental/Bid Bulletin is issued to provide the prospective proponents/bidders the following additional information on the above mentioned procurement:

***IX. Terms of Use***

***12. "The Contractor shall ensure the availability of its own parking garage for the forty-four (44) leased motor vehicles. It shall be understood that no leased motor vehicle will be parked during nighttime within the DFA premises."***

For the information and guidance of all concerned.

  
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**SULPICIO M. CONFIADO**  
Assistant Secretary and BAC Chairperson

## TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

### LEASE OF MOTOR VEHICLES FOR THE DEPARTMENT OF FOREIGN AFFAIRS FOR CY 2024

APPROVED BUDGET FOR THE CONTRACT: PHP 29,030,625.00

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| <b>I.</b>   | <b>Background</b><br><br>The Department intends to lease motor vehicles for the use of authorized Department personnel, to facilitate the performance of their official duties.   |
| <b>II.</b>  | <b>Scope</b><br><br>Lease of forty-four (44) units of motor vehicles (43 units with qualified drivers) to support the Department's officials and personnel in the performance of their duties for the period January to December 2024.  |
| <b>III.</b> | <b>Definition of Terms</b>  |
|             | <p><b>1. Authorized passenger(s)</b><br/>A DFA employee to whom the rented vehicle is assigned under the contract, and/or another DFA employee(s) permitted by the former to use the rented vehicle for official purposes of authorized passenger(s).</p> <p><b>2. Rented vehicle(s)</b><br/><br/>A motor vehicle provided by the Contractor, as part of the Contract, for the use of authorized passenger(s).</p> <p><b>3. Daily limit</b><br/><br/>A 12-hour period the start of which is reckoned from the time the first authorized passenger(s) first boarded the rented vehicle, or from the time the driver has reported for duty at a specified time and place as instructed by the end-user office, whichever is earlier.</p> <p>This shall include time spent on standby or on call from the time the driver has reported for duty at the specified time and place and before the authorized passenger(s) actually boards the vehicle, as well as standby or on call in between trips within the same day. This applies to both regular and special use.</p> <p><b>4. Regular use</b></p> |

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|            | <p>Rented vehicle service provided to an authorized passenger(s):</p> <ul style="list-style-type: none"> <li>• from Monday to Friday (including days when suspension of work was announced on the same day due to a natural calamity or any fortuitous event, and declaration of work-from-home arrangement/alternative work arrangement), except Government-declared non-working holidays; and</li> <li>• within a 60-kilometer radius from the DFA Main Building;</li> <li>• which shall include time spent on standby or on call within the same day.</li> </ul> <p><b>5. Special use</b><br/>Rented vehicle service provided on weekends (i.e. Saturday and Sunday) or Government-declared non-working holidays.</p> <p><b>6. Out-of-town trip</b><br/><br/>Usage of the rented vehicle for a trip that goes outside the 60-kilometer radial limit from the DFA Main Building. Trips to places outside the National Capital Region but within the 60-kilometer radial limit shall not be considered an out-of-town trip.</p> <p><b>7. Overtime</b><br/><br/>Rented vehicle service provided beyond the daily limit defined in Part III, Item 3, whether for regular or special use.</p> <p><b>8. Overnight use</b><br/><br/>Usage of the rented vehicle beyond the daily limit, which extends to the following day or after 2359H of the current day.</p> |  |
|            | <b>Statement<br/>of<br/>Compliance</b>  |  |
| <b>IV.</b> | <p><b>Contract Duration</b></p> <p>The Contract shall be in effect from January to December 2024.</p>   |  |
| <b>V.</b>  | <p><b>Bid Price</b></p> <p>The Bidder shall submit, as part of its bid, a:</p> <ul style="list-style-type: none"> <li>A. bid price that covers the cost of regular use (as defined in Part III, Item 4) for the Contract’s duration; and</li> </ul>   |  |

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|                    | <p>B. rate matrix (sample attached as Annex A) for regular use, special use, overtime, overnight use, and out-of-town charges. The matrix, which cannot be amended for the duration of the contract, shall serve as the sole basis of actual (regular use, special use, overtime, overnight, and out-of-town) charges.</p>   |  |
| <p><b>VI.</b></p>  | <p><b>Excess Charges</b></p> <p>The total of the contract price and charges for overtime, special use, out-of-town and overnight transport services shall not exceed the Approved Budget for the Contract. However, if additional services become necessary during the contract's implementation, the Department and the Contractor may execute an addendum to the Contract, provided that it has been certified that funds are legally available for that purpose and subject to compliance with all relevant laws, rules and regulations.</p> <p>Expenses for special use, out-of-town and overnight transport services which shall exceed the monthly allowable budget per office shall be covered by a separate Job Order between the end-user office and the Contractor. The Job Order shall be signed by the Head of Office (Undersecretary, Assistant Secretary or Officer-in-Charge) of the end-user office.</p> |  |
| <p><b>VII.</b></p> | <p><b>Contractor's Qualifications</b></p> <ol style="list-style-type: none"> <li>1. Must be a legally operating and duly-registered vehicle rental business organized/established under the laws of the Philippines.</li> <li>2. By participating in this procurement process, the Bidder warrants that it is legally operating as a vehicle rental business and is compliant with all applicable laws, rules and regulations.</li> <li>3. The Department reserves the right to inspect and/or require the submission of a copy of valid and appropriate government-issued licenses, certificates, permits, and other similar documents related to the Contractor's operations during contract implementation. Non-compliance shall be considered grounds for contract termination.</li> </ol>   |  |

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| <p><b>VIII. Vehicle Specifications</b></p> | <p>1. The Contractor shall provide rented vehicles that are</p> <ul style="list-style-type: none"> <li>a. not older than three (3) years with mileage readings of not more than <i>fifty thousand (50,000) kilometers</i> upon award of contract;</li> <li>b. black or dark grey in color or any dark color with the approval of the end-user; and</li> <li>c. free of decal stickers and other embellishments, except for village/community entry decals or Easy Trip/Autosweep/RFID tags.</li> </ul>      |  |
|  | <p>2. The Contractor shall provide:</p> <ul style="list-style-type: none"> <li>a. Forty-three (43) chauffeured rented vehicles, with fuel expenses included; and</li> <li>b. one (1) rented vehicle without a driver but with fuel expenses included.</li> </ul> <p>However, fuel expenses for out-of-town trips that would require more than the regular/daily fuel expense, shall be shouldered by the end-user office.</p> <p>Toll fees and parking fees shall be shouldered by the end-user office.</p> |  |
|  | <p>3. All vehicles shall be available for both regular and special use, as well as out-of-town trips, overtime and overnight transport services.</p>  |  |
|  | <p>4. The Contractor shall comply with the Department's DBM-approved vehicle specifications and their quantity, as provided in Annex B.</p>   |  |
|  | <p>5. No contract price escalation can be made unless it is in accordance with applicable provisions of the Revised Guidelines for Contract Price Escalation (Appendix 15 of RA 9184's Implementing Rules and Regulations).</p>   |  |
|  | <p>6. The Contractor's vehicle should be:</p> <ul style="list-style-type: none"> <li>a. kept roadworthy and in good condition for the duration of the Contract.</li> <li>b. kept very clean, internally and externally, free from any unpleasant odor and disinfected daily,</li> </ul>   |  |

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|  | <p>before and after use. The vehicles shall, at all times, carry disinfectant alcohol for the use of authorized passengers;</p> <ul style="list-style-type: none"> <li>c. equipped with all necessary safety items, including a fire extinguisher, seat-belts, spare tire, basic repair tools, dashboard camera, and navigation applications; and</li> <li>d. Airflow from the air-conditioning system must be sufficient and should reach rear passengers at all times.</li> </ul> <p>Rented vehicles that do not meet the standards set forth in these Terms of Reference / Technical Specifications shall be replaced by the Contractor, upon OAMSS' request, at no additional cost to the government.</p> |  |
|  | <p>7. The Contractor warrants that no Department personnel, in accordance with the Code of Conduct and Ethical Standards for Public Officials and Employees (RA 6713) and other applicable laws, rules and regulations, is the owner or co-owner of any of the rented vehicles.</p>   |  |
| <p><b>IX.</b></p>  | <p><b>Terms of Use</b></p>  |  |
|  | <p>1. The Contractor shall make available no less than forty four (44) rented vehicles for regular use of authorized passengers.</p>  |  |
|  | <p>2. The Contractor, with prior written approval of OAMSS, shall also render rented vehicle service for special use, out-of-town, overtime, and overnight of authorized passengers. The end-user office shall notify the Contractor, through OAMSS, at least two (2) days before the service is required.</p> <p>The approval of OAMSS shall be stamped on the memorandum request of the end-user office.</p>  |  |
| <p>3. In all cases of rented vehicle services, the drivers shall accomplish a Trip Ticket per daily use/trip to be signed by the authorized passenger(s) or the Administrative Officer of the end-user office.</p> |   |  |

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|  | <p>4. The Contractor can claim overtime charges, provided that the request for payment is supported by a trip ticket signed by at least one (1) authorized passenger who used the rented vehicle on the date covered by the trip ticket.</p> <p>The Contractor and the end-user office, with prior notification to OAMSS, may agree on a Compensatory Time-Off (CTO) in lieu of overtime charges, to be claimed by the Contractor any time from Monday to Friday to cover/set-off overtime transport services incurred during the weekdays.</p> |  |
|  | <p>5. For out-of-town trips that would require the rented vehicle and the driver to stay overnight, the requesting/end-user office shall make arrangements for the driver's overnight accommodations.</p>   |  |
|  | <p>6. All rented vehicles, including replacement/reliever vehicles, assigned to the Department shall be covered by a:</p> <ul style="list-style-type: none"> <li>a. Certificate of Public Convenience (CPC) issued by the Land Transportation Franchising and Regulatory Board (LTFRB); and</li> <li>b. Comprehensive Car Insurance Policy for Public Utility Vehicles from a reputable insurance company.</li> </ul> <p>The Contractor shall furnish the Department with proofs of coverage upon the commencement of the contract.</p>         |  |
|  | <p>7. The Contractor shall shoulder all costs pertaining to the insurance and maintenance of the rented vehicles, regardless if these were operated by a licensed driver authorized by either the DFA or the Contractor.</p> <p>Such costs shall also include those incurred for repair services undertaken due to any accidents, natural calamities, acts of vandalism, or any other fortuitous events.</p>  |  |
|  | <p>8. The Contractor shall shoulder any and all damages (as defined in the Civil Code), fines, penalties, or charges incurred, including those not covered by an insurance</p>  |  |

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|           | <p>policy, due to any accident or violation of applicable laws, rules and regulations.</p>  |  |
|           | <p>9. The Contractor shall provide 24/7 roadside assistance for the rented vehicles in case of vehicular problems.</p> <p>The Contractor shall repair or replace any vehicle that will break down or become unserviceable, within one and a half (1 ½) hours, if the breakdown occurred within the National Capital Region, or within a reasonable time, if outside thereof.</p>  |  |
|           | <p>10. The Contractor shall submit to the Office of Asset Management and Support Services-Property and Support Services (OAMSS-PSSD) a request for approval, at least forty-eight (48) hours, before any changes are made to the roster of drivers or vehicles assigned to the Department. The Contractor undertakes to comply with the terms and conditions of the Contract, including the provisions of these Terms of Reference / Technical Specifications, despite such changes.</p> <p>Any change in the service not approved or authorized by OAMSS, in writing, shall not be paid by the Department.</p> |  |
|           | <p>11. The Contractor shall employ all available legal means to ensure that services will not be hampered due to any vehicle volume reduction program that may be implemented in the National Capital Region or any of its component local government units.</p>  |  |
|           | <p>12. The Contractor shall ensure the availability of its own parking garage for the forty-four (44) leased motor vehicles. It shall be understood that no leased motor vehicle will be parked during nighttime within the DFA premises.</p>   |  |
| <b>X.</b> | <b>Personnel Qualifications and Decorum</b>   |  |
|           | <p>1. The Contractor shall assign drivers that possess a valid professional driver's license.</p>   |  |



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|  | <p>The Contractor shall submit the final list of drivers/personnel to be assigned to the DFA, with each individual's valid:</p> <ul style="list-style-type: none"> <li>a. professional driver's license (copy);</li> <li>b. NBI clearance;</li> <li>c. Police clearance;</li> <li>d. medical certificate; and</li> <li>e. originally-signed Non-Disclosure Agreement</li> </ul> <p>within five (5) days from receipt of the Department's request, for background checks and issuance of a DFA pass.</p> |  |
|  | <p>2. The Contractor shall also submit to the Department the most recent drug test results of its personnel/drivers.</p> <p>The Contractor guarantees that its personnel/drivers will submit to random drug tests that the Department may cause them to undergo during the Contract's implementation.</p> <p>The Contractor shall, in consultation with OAMSS, immediately replace any of personnel/drivers found positive for illegal drug use.</p>  |  |
|  | <p>3. The Contractor's personnel/drivers should:</p> <ul style="list-style-type: none"> <li>a. at all times report for work in proper uniform, be neat, and be presentable;</li> <li>b. be familiar with Metro Manila's roads; and</li> <li>c. capable of and willing to use navigational aids.</li> </ul>  |  |
|  | <p>4. The Contractor's personnel/drivers shall conduct themselves courteously and politely towards DFA personnel and the general public, and operate the rented vehicles in accordance with all applicable rules and regulations. Special attention should be paid to traffic rules and the safety of passengers, fellow-motorists and pedestrians.</p>   |  |
|  | <p>5. The Contractor's personnel/drivers shall not smoke, hang their clothes inside the vehicles, or wash rented vehicles within the Department's premises.</p>   |  |
|  | <p>6. The Contractor's personnel/drivers who fail to comply with the standards set forth in these Terms of Reference (including any form of undesirable</p>   |  |

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|            | <p>behavior), or who have violated any laws or applicable Department rules and regulations should be replaced, as advised by OAMSS.</p>   |  |
|            | <p>7. The Contractor's personnel/drivers must ensure that the trip ticket is accomplished in full and manually signed by at least one authorized passenger by the end of day, for submission to OAMSS-PSSD also on the same day or, if not possible, the next working day.</p>  |  |
| <b>XI.</b> | <b>Labor Standards</b>  |  |
|            | <p>1. The Contractor must pay its personnel/drivers (including replacement/reliever drivers) on time, regardless of the status of its billings with the Department.</p> <p>The Contractor shall, with regard to the salaries, overtime pays and benefits of drivers, present its books of accounts at any time upon the official request of the Department, and submit proof of the monthly payment of salaries of personnel with the corresponding invoices/bill statements.</p>                 |  |
|            | <p>2. The Contractor shall pay/remit on time the appropriate SSS, Pag-IBIG and PhilHealth contributions, taxes, and all legal benefits of its personnel/drivers as provided under the Labor Code and other applicable Philippine laws, rules and regulations.</p>   |  |
|            | <p>3. The Contractor shall ensure compliance with DOLE Department Order No. 18-A s. 2011, otherwise known as the Rules Implementing Articles 106 – 109 of the Labor Code, as amended, on contracting and subcontracting.</p>  |  |
|            | <p>4. The Department shall have no employer-employee relationship with the Contractor's personnel.</p> <p>The Department, or any of its personnel, shall neither be involved in (in whatever capacity) nor be a party to any legal/labor dispute between the Contractor and its personnel/drivers. Such disputes, if unable to be settled by the parties involved, shall be submitted to the appropriate Philippine Government agency or court of law for adjudication/resolution/settlement.</p> |  |

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| <b>XII.</b> | <b>Payment</b>  |  |
|             | <p>1. The Contractor shall submit the monthly bill for regular use to OAMSS-PSSD within the first ten (10) days of the following month, with a certified true copy (CTC) of the following supporting documents, for submission to the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD):</p> <ul style="list-style-type: none"> <li>a. notarized Contract;</li> <li>b. valid DTI/SEC Certificate, as applicable;</li> <li>c. Secretary's Certificate on the appointment of authorized representative;</li> <li>d. Bid form;</li> <li>e. BAC Resolution;</li> <li>f. Notice of Award;</li> <li>g. Notice to Proceed;</li> <li>h. Certificate of Availability of Funds;</li> <li>i. Technical Specifications/Terms of Reference;</li> <li>j. Supplemental/Bid bulletin (if applicable);</li> <li>k. General Conditions of the Contract;</li> <li>l. Special Conditions of the Contract;</li> <li>m. Performance Security (surety bond certificate or proof of cash payment); and</li> <li>n. Duly accomplished personnel payroll.</li> </ul> |  |
|             | <p>2. Charges for out-of-town trips shall be billed separately and charged against the end-user.</p>  |  |
|             | <p>3. Charges for overtime, overnight use, and special use shall be billed separately from the monthly rate for regular use, subject to all applicable accounting and auditing rules and regulations and to Part VI of these Terms of Reference.</p>  |  |
|             | <p>4. The Contractor shall issue a weekly pro-forma invoice to OAMSS-PSSD to facilitate reconciliation of services rendered for separate weekly billings for special use, overtime, and overnight charges, and out-of-town trips.</p>   |  |
|             | <p>5. Payments shall be made within thirty (30) working days upon receipt of the monthly invoice for regular use and weekly invoice for special use, overtime, out-of-town</p>  |  |

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|              | <p>and overnight trips, with complete supporting documents after proper auditing by OFMS-FRMD. Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP).</p> <p>All charges and payments shall be inclusive of all applicable taxes and other lawful charges.</p>   |  |
| <b>XIII.</b> | <p><b>Reservation Clause</b></p> <p>The Department reserves the right to:</p> <ul style="list-style-type: none"> <li>• amend the contract in the event that the redevelopment of the DFA Building has commenced, relocation to a temporary headquarters, or in case unforeseen/fortuitous events occur during the contract period that would affect its implementation; and</li> <li>• extend the contract</li> </ul> <p>subject to applicable laws, rules and regulations.</p> |  |

Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii)

Conformé:

[Signature/s]

[Name of the Bidder/ Bidder’s Authorized Representative/s]

[Position]

[Date]

