

TERMS OF REFERENCE

DESIGN, SUPPLY, DELIVERY AND INSTALLATION OF OFFICE EQUIPMENT, FURNITURE AND FIXTURES FOR MARINA REGIONAL OFFICE BUILDING – LEGAZPI CITY

1. Background

The Maritime Industry Authority (MARINA) is a government agency established pursuant to Presidential Decree No. 474 and is attached to the Department of Transportation (DOTr). In compliance with the Republic Act No. 9184 or the "Government Procurement Reform Act", the MARINA, through the Bids and Award Committee, will conduct a public bidding at the MARINA Central Office, Port Area, Manila for the DESIGN, SUPPLY, DELIVERY AND INSTALLATION OF OFFICE EQUIPMENT, FURNITURE AND FIXTURES for the three-storey main building and the office quarters of MARINA Regional Office V located at the Regional Government Site, Rawis, Legazpi City.

2. Approved Budget for the Contract

The Approved Budget for the Contract (ABC) is **Four Million Seven Hundred Seventeen Thousand Pesos (Php 4,717,000.000)**, inclusive of all applicable taxes, insurance/bonds, permits, licenses, transport/delivery and/or other miscellaneous expenses to be sourced from the 2021 General Appropriations Act (GAA) consisting of the following:

(a) Lot 1: Supply, Delivery and Installation of Office Equipment amounting to **Three Million Five Hundred Sixty Two Thousand Pesos (P3,562,000.00)**;

(b) Lot 2: Design, Supply, Delivery and Installation/Customization of Furniture and Fixtures amounting to **One Million One Hundred Fifty Five Thousand Pesos (P1,155,000.00)**.

Bidders may submit bids for either of the two (2) lots or for both lots.

3. Technical Specifications

Detailed technical specifications are provided in Annex "A". Likewise, the floor plan was also attached as Annex "B" to aid the bidders for the installation.

4. Contract Period/Delivery Schedule

Contract period shall be for a total period of ninety (90) calendar days from the receipt of the Notice to Proceed up to the delivery and installation of office equipment, furniture and fixtures. The delivery shall be made directly to MARINA Regional Office V, Regional Government Center, Rawis, Legazpi City.



5. Payment Terms

Payment shall be made through check/LDDAP-ADA within sixty (60) calendar days after delivery, installation, inspection and final acceptance of the MARINA Regional Office V.

6. Bidder's Qualifications

- 6.1 Bidders must be engaged in the business of manufacturing or supply/delivery of office equipment, office furniture and fixtures for at least three (3) years;
- 6.2 Bidders must have completed two (2) contracts similar to this project in the last five (5) years with an aggregate amount equivalent to at least 50% of the ABC.
- 6.3 Bidders must have a service center or authorized dealer within Legazpi City for after-sales service within the warranty period required for the goods or items provided to MARINA Regional Office V.
- 6.4 Bidders shall be any of the following:
 - a) Duly licensed Filipino citizen for sole proprietorship;
 - b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to the citizens of the Philippines; and
 - c) Corporations duly organized under the law of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to the citizens of the Philippines.

7. Obligation, Duties and Function of the Winning Bidder

- 7.1 To deliver and install the items ninety (90) calendar days after the receipt of the Notice to Proceed. Deliveries shall be made within office hours and on regular working days on or before the stipulated date in the contract except in case of fortuitous event or force majeure.
- 7.2 To provide best quality of items as proposed in the specification;
- 7.3 Failure to deliver the items within the specified time of delivery shall obligate the Maritime Industry Authority to impose of one-tenth (1/10) of one percent (1%) of the total value of the undelivered order for each day of delay as liquidated damages after the specified allowable number of days to deliver the units as part of the agreement stated in the contract;
- 7.4 To deliver items within the specified calendar days inclusive of compliance to travel restrictions due to COVID-19 pandemic, if any; and
- 7.5 A warranty security in an amount equivalent to one percent (1%) of every progress payment pursuant to Section 62 of Revised IRR of RA 9184 shall be required from the contract awardee for a minimum period of one (1) year after acceptance by MARINA in order to assure that manufacturing defects shall be corrected by the supplier. The said amount shall only be released after the lapse of the warranty period. Provided, however, that the items delivered are free from patent and latent defects and all conditions imposed under the contract have been fully met.



8. Inspection and Acceptance

- 8.1. After Sales Service and Support during warranty period, all reported defects shall be completely/satisfactorily repaired/replaced by the winning bidder/supplier; and
- 8.2. The MARINA shall have the right to reject and return the unit(s) and cancel the corresponding Contract if units delivered are defective, incomplete or noncompliant to the specifications herein specified.

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