

## **TERMS OF REFERENCE (TOR)**

### **I. Project Name/Title**

Procurement of brand new Nine (9) Motorcycles for the use of the Maritime Regional Offices, listed below:

1.	MRO-IV A	5 units
2.	MRO-V	1 unit
3.	MRO-VI	1 unit
4.	MRO-VII	1 unit
5.	MRO-X	1 unit
	<b>Total Units</b>	<b>9 units</b>

### **II. Approved Budget for the Contract (ABC)**

The total Approved Budget for the Contract ("ABC") for this procurement is **Nine Hundred Ninety Thousand Pesos (Ph990,000.00)**, inclusive of VAT and all other applicable government taxes to be charged against the FY 2022 General Appropriations Act (RA 11639), Continuing Appropriations.

### **III. Technical Specifications**

Listed below is the minimum standard specifications for the brand-new motorcycles;

<b>SPECIFICATIONS</b>	
<b>Motorcycles – Brand New</b>	
Color	To be advised by the end-user
Category	Scooter
Transmission	CVT
Average weight	Dry Weight: Not less than 106.0 kg.(233.7 lbs.)
Seating capacity	2 seaters
Engine type	Liquid cooled
Engine Displacement	At 125 cc but not to exceed 200 cc.
Fuel type	Gasoline or diesel
Fuel and Ignition	<ul style="list-style-type: none"><li>• Start option: electric</li><li>• Fuel supply system: Fuel Injection</li></ul>

Tire	Tubeless radial
Gear and transmission	Gear box: Variable speed
Inclusions	<ul style="list-style-type: none"> <li>• LTO Registration</li> <li>• Motorcycle insurance</li> <li>• At least 18 months Warranty</li> <li>• Other Accessories <ul style="list-style-type: none"> <li>○ Standard protective motorcycle helmet (RA 10054)</li> </ul> </li> </ul> <p>Compliant with the specification prescribed by DTI and which bear the Philippine Standard mark or Import Commodity Clearance (ICC) of the Bureau of Product Standards (BPS)</p> <ul style="list-style-type: none"> <li>○ Full face visor helmet (MMDA requirement against covid 19)</li> <li>○ Dual visor system</li> <li>○ Removable and washable liner</li> <li>○ Active flow three stage ventilation system</li> <li>○ Quick release visor</li> <li>○ Raincoat (Rainsuit) <ul style="list-style-type: none"> <li>○ Pants and Jacket</li> <li>○ Waterproof</li> <li>○ 100% Polyester</li> <li>○ Sizes available (small to 3XL)</li> </ul> </li> <li>○ Alloy top box</li> </ul>

#### **IV. BIDDER'S QUALIFICATIONS**

- a. Must be at least five (5) years of operation in the Philippine market.
- b. Must have at least one (1) service center per region (R-IVA, V, VI, VII, X)
- c. Must be PhilGEPS Registered

#### **V. Responsibility of the Dealer / Distributor**

1. Conduct of drive test of motorcycles;

2. Warranty card should be turned-over to MARINA on the same date of delivery of vehicles;
3. Provide training of at least one (1) hour on proper operation, maintenance and troubleshooting for the motorcycles at the supplier's cost; and,
4. After Sales Service and Support during the warranty period, all reported defects shall be immediately completely and full satisfactorily repaired/replaced by the winning bidder/supplier within seventy-two (72) hours after receipt of notification in any form of communication such as but not limited to electronic mail, internet platform, verbal, and or written notices from the authorized MARINA officials and or employees.

#### **VI. Terms of Delivery**

1. Delivery of the above items shall be within thirty (30) calendar days upon receipt of Notice to Proceed (NTP) and to be delivered to the MARINA Central Office at **20<sup>th</sup> Street corner Bonifacio Drive, 1018 Port Area (South), Manila** and concerned MROs shall coordinate delivery to their respective AORs with the MARINA MFAS.
2. Deliveries should be made within office hours and on regular working days on or before the stipulated date in the contract unless otherwise specified for a valid reason why the same cannot be complied with.

#### **VII. Payment Terms**

The payment shall be done within thirty (30) working days upon submission of complete documents including delivery, testing and upon issuance of Inspection and Acceptance Report by the authorized/designated representatives of MARINA, subject to performance security retention.

#### **VIII. Liquidated Damages**

MARINA shall impose a penalty of 1/10 of 1% of the total value of the undelivered unit/s for each day of delay as liquidated damages after specified allowable number of days to deliver the units.

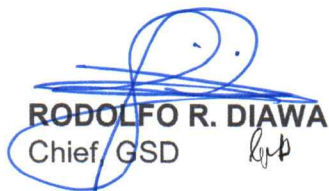
#### **IX. Inspection, Testing and Acceptance**

The delivered motor motorcycles shall be subjected to visual and functional inspection and testing, acceptance and parameters such as, but not limited to:


- Quantity per item and accessories, if applicable
- compliance to specifications (offered vs. delivered)
- Drive test

- X. MARINA reserves the right to inspect or test the commodities and accept or reject, not to accept, or receive and return any unit/s, and cancel the corresponding contract if the units are found to be defective, incomplete, or non-compliant to the specifications herein specified.

Submitted by:

  
**RODOLFO R. DIAWA**  
Chief, GSD

Recommending Approval:

  
**NENITA S. ATIENZA**  
Director II, MFAS

Reviewed by:

  
**BUENA G. RAMOS**  
Head, TWG for Goods and Services  
(for SVP and Shopping 1M and below)

  
**ATTY. SHARON D. ALEJO**  
BAC Chairperson

Approved/Disapproved

  
**Atty. HERNANI N. FABIA**  
Administrator