

TERMS OF REFERENCE (TOR)
“PROVISION FOR REPAIR AND MAINTENANCE SERVICES (PMS AND
CORRECTIVE), SUPPLY OF SPARE PARTS OF MOTORCYCLES OWNED BY THE
QUEZON CITY GOVERNMENT”

I. BACKGROUND

Currently, the Quezon City Government (QCG) has a fleet of motorcycles of various types used in its daily operations to the service of its citizenry. These vehicles were acquired on various dates from 2002 to 2023 and, accordingly, need repairs and maintenance services.

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. Preventive maintenance** - refers to the performance of regularly scheduled maintenance procedures of a motorcycle to prevent the possibility of malfunctions by adhering to and/or exceeding the vehicle manufacturer's recommended minimum maintenance requirements
- 4. City-Owned Motorcycles** – refers to motorcycles 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 Motorcycles are transferred to City General Services Department (CGSD).

IV. PROJECT DESCRIPTION

Presently, repairs and maintenance services for motorcycles, 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 simplify and centralize the funding, procurement and administration of these services under the City General Services Department (CGSD).

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

V. PROJECT OBJECTIVES

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

VI. COVERAGE

This Project shall cover the following fleet of motorcycles under the administrative control and supervision of the CGSD:

Type of Vehicles:

1. YAMAHA/JR/NMAX
2. KAWASAKI
3. HONDA
4. MOTOR STAR
5. SUZUKI 125
6. KYMCO
7. PMR100

VII. SCOPE OF PROJECT

7.1 CORRECTIVE AND PREVENTIVE MAINTENANCE

Corrective Maintenance - refers to maintenance services that rectify and repair defective functional systems of a motorcycle 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.

Preventive Maintenance – refers to the performance of regularly scheduled of maintenance procedures of a motorcycle to prevent possibility of malfunctions by adhering to and/or exceeding the motorcycle manufacturer's recommended minimum maintenance requirements.

The following corrective and preventive maintenance services are covered by the scope of work of this Project:

1. Greasing
2. Wheel Alignment
3. Vulcanizing

4. Electrical Works
5. Engine Overhaul
6. Body repair and painting
7. Upholstery
8. Replacement of tires
9. Replacement of batteries
10. Replacement of Sprocket and Chain
11. Replacement of pulley ball bearing and belts
12. Replacement of brake-pad and brake shoe
13. Replacement of shock absorber

Other services including the needed spare parts, materials and supplies, which are not included in item 1-13 enumerated above may also be covered by this TOR in lieu thereof, provided however, that its costs will not result in excess of the ABC stated in Section XII hereof.

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:

8.1 Manpower - must have an organizational structure which includes minimum of one (1) competent maintenance manager, and/or supervisor/s; two (2) motorcycle electricians; and six (6) trained and skilled mechanics capable of maintaining and troubleshooting of engines and various repair works of different types and brands of motorcycles, more especially those included in our fleet of motorcycles.

8.2 Maintenance and Repair Facility

1. **Location and Accessibility** - The workshop facility must be located within the territorial jurisdiction of Quezon City and located along or near main roads, with convenient access, so that motorcycles for repair may be easily transferred to the Service Provider's workshop facility.
2. **Tools and Equipment** -The workshop must have basic towing and garage equipment, tools and facilities such as:
 - a. Pit tools such as complete sets of spanners, screw drivers, wrenches, hammers, etc.;
 - b. Compressor unit
 - c. Normal lift jacks and stands;
 - d. Tire change tools;
 - e. Electrical inspection set such as meters and gauges;
 - f. Working facilities including several covered inspection areas, service bays, washing bay, and inspection kits. and
 - g. Such other tools and equipment necessary to perform and complete the required repair works.
3. **Work Area** – repair bay/yard with at least fifty (50) sqm.; enough for turning and entering of motorcycles;

4. **Safety and Security** – the workshop facility must be fenced with night-time lighting, CCTV cameras and security guards and is not flooded during rainy season under normal volume of rainfall;
5. **Availability of Spare Parts** - adequate motorcycle 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.

8.3 Experience - The Service Provider must have:

1. At least three (3) years of experience in the repairs and maintenance works of motorcycles of various types and brands; and

IX. PROJECT METHODOLOGY

9.1 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 motorcycle repairs and maintenance functions as defined in the scope of work specified in Section V hereof. *Ensure that all maintenance personnel have current and valid professional certifications before operating LGU-QC vehicles;*
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. **Top priority** and attention to all maintenance requests of the CGSD for any work/job order relative to the scope of work herein defined;
 - a. Professional welding services;
 - b. Up to date diagnostic scanning equipment;
 - c. Tire pressure equipment with reprogrammable capability;
 - d. Tire equipment to properly remove and replace;
 - e. Brake fluid replacement system;
 - f. Full-service equipment and overhaul equipment as well; and
 - g. Such other tools and equipment as may be required to perform any motorcycle repair works
4. Warranties for all services performed and "back job", if any, must be done free of charge;
5. If necessary 24/7 available, onsite maintenance for motorcycles which, because of their design or immobility, cannot be economically delivered to the motorcycle's maintenance facility of the Service Provider;

6. Specialist for repair and maintenance of all types of motorcycle regardless of brand, more especially those vehicles included in our fleet of motorcycles;
7. 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;
8. Genuine parts for all categories of services. Replacement parts must be equal to or exceeding the quality supplied by the original motorcycle manufacturer;
9. Motorcycles 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 motorcycles is extremely necessary, the hours of operation shall be extended beyond 5:00P.M. without any additional cost from the Quezon City Government.
10. Valid and existing business permit and licenses relevant to the maintenance and related services; and
11. All legal and other documents required by the Government Procurement Reform Act (RA 9184) and its Revised Implementing Rules and Regulations (IRR).

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 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations (RIRR).

Bidders shall submit its bid, and prices shall be provided for every line item of work specified in Section V 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 V hereof shall be considered as the "lowest bidder" subject to the processes and requirements of RA 9184 and its RIRR.

XI. CONTRACT DURATION

The contract for this Project shall be until December 31, 2024 upon issuance of the Notice to Proceed (NTP) to the winning Bidder/Service Provider.

XII. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the Contract is **FIVE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIX PESOS ONLY (566,606.00).**

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	Greasing all bearing	2 days
2	Wheel Alignment	2 days
3	Vulcanizing	1 day
4	Electrical Works	7 days
5	Engine overhaul	15 days
6	Body repair and painting	15 days
7	Upholstery	2 days
8	Replacement of tires	2 days
9	Replacement of batteries	2 days
10	Replacement of sprocket and chain	4 days
11	Replacement of pulley ball bearing and belt	4 days
12	Replacement of brake pad and brake shoe	3 days
13	Replacement of shock absorber	3 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 9184 and its RIRR.

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 9184 and its RIRR 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 41 of RA 9184 and its RIRR.

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.

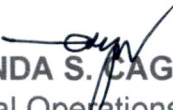
The provisions of RA 9184 and its RIRR shall govern the cancellation/ termination of any contract that may arise from this TOR. In the event the QCG terminated the covering contract due to default, insolvency, or for cause, it may enter into a negotiated procurement pursuant to applicable provisions of RA 9184 and its RIRR.

XVIII. VENUE OF ACTION

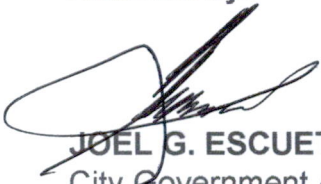
All disputes, controversies, or claims arising from the Contract shall be filed in the competent courts of Quezon City.

This TOR shall form an integral part of Contract Documents.

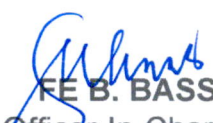
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