

NOTICE FOR NEGOTIATED PROCUREMENT

NOTICE OF CONDUCT OF NEGOTIATED PROCUREMENT UNDER SECTION 53.1 (TWO FAILED BIDDINGS) FOR THE PROCUREMENT OF *Operation, Maintenance and Repairs of the Ventilation and Air Conditioning System of the Department of Foreign Affairs Main Building and OCA Aseana Building CY 2019*

1. The Department of Foreign Affairs (DFA), through its Bids and Awards Committee, will conduct a negotiated procurement, after two consecutive failed biddings, pursuant to Section 53.1 of the revised Implementing Rules and Regulations of Republic Act No. 9184, for the procurement of the ***Operation, Maintenance and Repairs of the Ventilation and Air Conditioning System of the Department of Foreign Affairs Main Building and OCA Aseana Building CY 2019*** with the Approved Budget for the Contract (ABC) of ***One Million Nine Hundred Ninety Thousand One Hundred Forty-Nine Pesos and Seventy-Nine Centavos (PhP 1,990,149.79) only.***
2. Interested/invited bidders may submit their **Best and Final Offers** for negotiation to the Bids and Awards Committee Secretariat at the 12th Floor, DFA Building, on or before ***05 November 2019, at 12:00 n.n.*** No Submissions shall be accepted after this hour. Offers should, in no case, exceed the ABC of ***One Million Nine Hundred Ninety Thousand One Hundred Forty-Nine Pesos and Seventy-Nine Centavos (PhP 1,990,149.79) only.*** for the project.
3. The Best and Final Offer shall include the Statement of Compliance with the **Technical Specifications** in accordance with **Annex "A"**. The eligibility documents enumerated under **Annex "B"** shall be included in the submission of the bidder's **Best and Final Offer**.
4. To facilitate the submission of the best and final offers, bidders are requested to submit their eligibility documents in the order indicated in Annex "B". Bidders shall provide one (1) original and four (4) photocopies of the *Omnibus Sworn Statement, Statement of On-going Contracts, Statement of Compliance (with the Technical Specifications), and Financial Component*. For all other eligibility documents, the bidders shall provide five (5) photocopies of each and shall present the originals for verification and validation.
5. The successful offer shall be selected on the basis of the compliance with the Technical Specifications and the Best and Final Offer.
6. The DFA reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without incurring any liability to the affected participants.
7. For further information, please refer to:

DFA-BAC Secretariat
Department of Foreign Affairs
12th Floor, DFA Main Building,
2330 Roxas Boulevard, Pasay City 1300
Tel. No. 834-4823; Fax no. 831-9584
Email address: bac.secretariat@dfa.gov.ph

28 October, Pasay City.
NP-GS-01-2019

(SGD.)
IMELDA M. PANOLONG
Chairperson

Annex “A”

Technical Specifications

Procurement of Operation, Maintenance and Repairs of the Ventilation and Air Conditioning System of the Department of Foreign Affairs Main Building and OCA Aseana Building CY 2019

I	BACKGROUND The Department of Foreign Affairs Main and OCA-Aseana Buildings are equipped with various types of Air Conditioners: Centralized Air-Conditioning systems, Split/Package and Window type. The antiquated Centralized AC system at the Main building and OCA Aseana has deteriorated causing lengthy downtime due to breakdown.	
II	OBJECTIVE The Department intends to outsource the operation and maintenance of the AC system of the two buildings by securing the services of a reputable and competent Air-Conditioning Maintenance Company to operate and efficiently maintain the Air Conditioning System and ensure smooth and uninterrupted operation and minimize downtime.	
		STATEMENT OF COMPLIANCE
III	SCOPE OF WORKS Operations, Preventive Maintenance (PM) and Repairs of the Department’s VAC Systems composed of: York chiller 450-TR, Carrier chillers 160-TR, Hitachi chillers 360-TR, AC Units (e.g. Split, Package, Window-type and Evaporative Air Coolers, eight (8) units of Portable Air Conditioners), Piping System, Gate Valves and AC Control Systems, Electrical Control Panels/Circuit Breakers and other AC parts / components and ancillaries. This will also include the Carrier split type AC units installed at OCA Aseana. If any of these equipment breaks down, the contractor shall at its own expense immediately make the necessary repairs to restore the equipment to proper operation within twenty-four (24) hours or within a timeframe to be set by the Office of Asset Management and Support Services (OAMSS) - Engineering and Maintenance Division (EMD). All Costs for the Services, Materials, Parts/Ancillaries and consumables under this Terms of Reference / Technical Specification shall be borne by the contractor and at NO COST to the Department. All costs for the above shall form part of the bid offer.	

<p>IV</p>	<p>CONTRACTOR'S OBLIGATIONS</p> <p>A. The Contractor shall provide:</p> <ol style="list-style-type: none"> 1. A company profile showing at least 4-years' experience upon commencement of contract, in the Operation, Preventive Maintenance and Repair of Ventilation and Air-conditioning (VAC) Systems. 2. One (1) Supervising licensed Mechanical Engineer, one (1) Certified Plant Mechanic (CPM) or HVAC Supervisor, with 5-year experience in York, Carrier, and Hitachi water-cooled chillers, One (1) Electrical Engineer, one (1) master electrician. The Engineers shall supervise and oversee the daily operation of all VAC systems and their mechanical and electrical components for both DFA Main and OCA-Aseana buildings. The engineers will supervise the AC systems' major and minor mechanical and electrical repairs, and overhauling from the start to commissioning of the equipment. The engineers, CPM and Master Electrician shall coordinate and report daily to the Head of the OAMSS - EMD on the daily operations of the Air-conditioning System for both DFA Main and OCA-Aseana Buildings. 3. Twelve (12) AC Technicians: Six (6) will be assigned at the DFA Main Building and six (6) in OCA-Aseana. Technicians shall be deployed in three (3) shifts from Monday to Saturday & Holidays to facilitate the daily operations, preventive maintenance and repairs of the AC systems. 4. Company IDs, safety/protective gears and uniforms shall be worn by the engineers and technicians at all times while in the building premises. 5. Daily records and information on the operation and status of the building's VAC systems to the Head of OAMSS-EMD. 6. Tools/equipment, parts, fabricated materials, consumables, condenser/chiller water treatment chemicals, and refrigerant for the operation, preventive maintenance and repair works. 7. A service vehicle for its technical personnel in transporting manpower, necessary materials, tools and equipment. 8. Additional manpower, supervision, materials, consumables, oils, refrigerants and necessary parts, tools and equipment, free of charge during major and minor repairs and overhauling of the VAC systems. 	
	<p>B. The Contractor shall:</p> <ol style="list-style-type: none"> 1. Cover the cost of transfer of existing units and its ancillaries to new locations inside the Department's premises. 	

	<ol style="list-style-type: none"> 2. Include supervision, labor, fabrications and all the necessary materials/parts consumables, equipment and cleaning/disposal of debris at the project site. 3. Provide a maintenance record/history to the Head of OAMSS-EMD and post copies of the report in every machine room. 4. Provide monthly written reports on the present Operating / running condition of all VAC equipment to the Head of the OAMSS-EMD. 5. Comply with all Philippine labor laws, rules, and regulations, including DOLE D.O. 18-A, series of 2011, or D.O. 174, series of 2017, as applicable, and show valid certification/registration under either D.O. 	
	<p>C. The Contractor shall provide the following specific services:</p> <ol style="list-style-type: none"> 1. Turn on and off all VAC systems at the DFA Main and OCA-Aseana Buildings as specified by OAMSS-EMD. 2. Preventive maintenance of all VAC systems during Saturdays and holidays. 3. Removal of all dust and debris, and regular checking and cleaning of all VAC systems. 4. Install heavy-duty security locks at the entrance of all VAC systems' rooms, for security purposes. 5. Thorough regular checking and cleaning of all VAC systems, and immediate repair or replacement, if found defective. 6. Restore normal operation, within six (6) hours for minor repairs and as soon as practicable for major repairs, of the following: <ol style="list-style-type: none"> a. All VAC systems; and b. Electrical control panels and circuit breakers, except for defects caused by tripping in the Main Breaker of the power center. 	
	<p>D. For chillers</p> <ol style="list-style-type: none"> 1. Recording of chillers' operating parameter readings every two (2) hours while in operation. 2. Regular checking of the following at each shift and immediate replacement, if defective: <ul style="list-style-type: none"> • Crankcase oil heater • All sensors and gauges • Evaporator insulation • Water and refrigerant piping connections • Compressors motor terminals • All other parts and components of the AC systems. 3. Cleaning and de-scaling of chillers' condenser shell tubes as often as necessary. 4. Application of water chemical treatment when necessary. 5. Addition of compressor oil when necessary. 	

	<p>6. Charge refrigerant when necessary.</p>	
	<p>E. For condenser and chilled water pumps (DFA Main and OCA-Aseana Buildings)</p> <ol style="list-style-type: none"> 1. Recording of condensers' and chilled water pumps' operating parameter readings every two (2) hours while in operation. 2. Daily recording of motor resistance. 3. Preventive maintenance during Saturdays and holidays for cleaning, greasing and leak testing. If water leaks are visible, repair should be done as soon as possible. 4. Regular checking of the following at each shift and immediate replacement, if defective: <ul style="list-style-type: none"> - armatures, rewinding, ball bearings and mechanical seals - gate valves 5. Oiling and greasing of all water pump ball bearings when necessary. 	
	<p>F. For cooling towers (DFA Main and OCA-Aseana Buildings)</p> <ol style="list-style-type: none"> 1. Checking and inspection of cooling towers every two (2) hours while in operation. 2. Regular checking of the following at each shift and immediate replacement, if defective: <ul style="list-style-type: none"> - motor ball bearings, gears, pulleys, float valves, gate valves, and fan belts. 3. Oiling and greasing of motor ball bearings. 4. Application of water chemical treatment at all times. 5. Monthly checking, testing and analysis of condenser and chilled water. 6. Cleaning and de-scaling of cooling towers once or as often as necessary. 7. Re-painting with heavy duty/durable paint of cooling towers, gate valves and pipes. 8. Thoroughly check and clean all the cooling towers surrounding area regularly. 	
	<p>G. For electrical control panels and circuit breakers (DFA Main and OCA-Aseana Buildings)</p> <ol style="list-style-type: none"> 1. Regular checking of the following at each shift and immediate replacement, if defective: <ul style="list-style-type: none"> • control panels, • circuit breakers, • contactors and 	

	<ul style="list-style-type: none"> • various kinds of switches. <ol style="list-style-type: none"> 2. Preventive maintenance during Saturdays and holidays for cleaning and testing of all control panels, circuit breakers, contactors and various kinds of switches. 3. Re-painting of all control panels as necessary. 4. Provision of additional manpower, supervision, materials, and necessary parts/tools/equipment free of charge during major and minor repairs of electrical control panels and circuit breakers. 5. Thorough checking and cleaning of all electrical control panels, contactors and circuit breakers daily. 	
	<p>H. For the fan coil units (FCU) at OCA-Aseana</p> <ol style="list-style-type: none"> 1. Regular checking of all FCU parts/components and wireless control system, at each shift and immediate replacement, if defective. 2. Cleaning of all cooling coils, filters, drains and drain pumps every month. 3. Provision of chlorine tablets at all FCU's drain pans free of charge. 	
	<p>I. For the Air Handling Units (AHU)</p> <ol style="list-style-type: none"> 1. Regular checking of the following at each shift and immediate replacement, if defective: <ul style="list-style-type: none"> • parts and components • air ducts 2. Nightly cleaning of AHUs' coils, filters, drains, and motors including the actual AHU rooms. 3. Cleaning of all offices' air ducts. 4. Conduct air balancing calibration regularly. 5. Daily preventive maintenance of AHUs including on Saturdays and holidays. 	
	<p>J. For the split/package-type and window-type AC units (DFA-main and OCA-Aseana buildings)</p> <ol style="list-style-type: none"> 1. Checking and inspecting of split/package/window type AC units' parts and components, and immediate repair or replacement, if defective. 2. Daily checking of refrigerant level for leaks, and repair and refilling when necessary. 3. Nightly cleaning of casings, coils, filters, evaporators, condensers and drains. 4. Cleaning with chemicals of all motors and coils once or as often as necessary. 	

	<p>K. Exhaust blowers/fans and air curtains at DFA Main and OCA-Aseana buildings</p> <ol style="list-style-type: none"> 1. Nightly cleaning of fans and casings. 2. Checking of fan belts and retightening when necessary. 	
V.	<p>TERMS OF PAYMENT:</p> <ol style="list-style-type: none"> 1. The Contractor shall be paid on a monthly basis from the submission of the sales invoice and complete supporting documents through List of Due and Demandable Accounts Payable (LDDAP). 	
	<ol style="list-style-type: none"> 2. All payments shall be inclusive of Value-Added Tax (VAT) and other lawful charges. 	
VI.	<p>LIABILITY CLAUSES:</p> <ol style="list-style-type: none"> 1. The Contractor shall be liable for any direct or indirect loss or damage to the Department in case of gross negligence or willful misconduct on its part, in carrying out the operation and maintenance including major and minor repairs of the Department's VAC systems and their components. 	
	<ol style="list-style-type: none"> 2. The Department has the right to unilaterally cancel the contract and impose penalty should the Department find that the operation, maintenance and repair works are not in accordance with standard practice and/or non-compliant with standard procedures. 	
VII.	<p>DURATION</p> <p>The duration of the contract shall be for two (2) months from November 2019 to December 2019.</p>	
VIII.	<p>CONFIDENTIALITY CLAUSE</p> <p>The Contractor shall ensure that each of its personnel assigned to the Department shall execute and sign a Non-Disclosure Agreement which is to be submitted to the Department prior to commencement of the service.</p>	

Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule to 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 a 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 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 Bidder's Authorized Representative/s]

[Position]

[Date]

ANNEX “B”

CHECKLIST OF ELIGIBILITY DOCUMENTS FOR NEGOTIATED PROCUREMENT (AFTER TWO FAILED BIDDINGS) (FOR GOODS OR GENERAL SUPPORT SERVICES)

	ELIGIBILITY AND TECHNICAL DOCUMENTS	TAB/LABEL
1	OMNIBUS SWORN STATEMENT (in the prescribed form, duly notarized in accordance with the 2004 Rules on Notarial Practice).	A
	In the case of a corporation, partnership, cooperative or joint venture, the Omnibus Sworn Statement shall be accompanied by a notarized Secretary’s Certificate (Authority of the Signatory) .	A.1
2	<p>(any of the following)</p> <ul style="list-style-type: none"> • SEC Certificate of Registration (for corporation or partnership) <li style="text-align: center;">or • DTI Certificate of Business Name Registration (for sole proprietorship) <li style="text-align: center;">or • Registration Certificate from the Cooperative Development Authority (for cooperatives) 	B
3	Valid and current mayor’s permit issued by the city/municipality where the principal place of business of the prospective bidder is located.	C
4	Current and Valid TAX Clearance (reviewed and approved by the BIR)	D
5	Statement of all its ongoing government and private contracts within the prescribed number of years, as indicated in the Invitation to Bid, including contracts awarded but not yet started, if any, as required in the Bidding Documents.	E
6	Copy of the SINGLE LARGEST COMPLETED CONTRACT (SLCC) together with <u>Certificate of Final Acceptance/Completion</u> of the project from the bidder’s client (for government contracts) OR <u>official receipt(s)</u> of the bidder for the contract (for private contracts), as described and required in the Bidding Documents	F
7	Audited Financial Statements for the preceding calendar year, which should not be earlier than two (2) years from bid submissions; Stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.	G
8	STATEMENT OF COMPLIANCE with all the <u>Technical Specifications /Terms of Reference</u> , as described, as well as the <u>Schedule of Requirements</u> . (As enumerated and specified in Sections VI and VII, respectively, of the Bidding Documents)	H
9	Proof of PhilGEPS Registration (PhilGEPS Registration Number or Certificate of PhilGEPS Registration)	I
10	Latest Income Tax Return (ITR)	J
11	Financial Component Financial Bid Form (indicating the bidder’s bid price) Price Schedule or Breakdown of Bidder’s Financial Bid	K