

Republic of the Philippines  
**DEPARTMENT OF FOREIGN AFFAIRS**  
**Bids and Awards Committee**  
2330 Roxas Boulevard, Pasay City

**TERMS OF REFERENCE**  
**UPGRADING OF ELECTRICAL AS-BUILT PLAN OF THE**  
**OCA-ASEANA BUILDING**

**ABC: Php 740, 000.00**

<b>I.</b>	<p><b>BACKGROUND</b></p> <p>The Department of Foreign Affairs intends to procure the upgrading of Electrical System and the preparation of an updated As-Built Electrical Plan of OCA-Aseana Building located at Bradco cor. Macapagal Blvd., Parañaque City due to the additional installation of 35 air-conditioning units, the proposed establishment of Disaster Recovery Site 1 (DR-1) and other related equipment for its daily operation.</p> <p>The upgraded As-Built Electrical Plan, duly signed and sealed by a licensed Professional Electrical Engineer (PEE) is required for the application of “Upgrade of Service” with Meralco.</p>	
<b>II.</b>	<p><b>OBJECTIVE</b></p> <p>To upgrade the Electrical System and its As-Built Electrical Plan, duly signed and sealed by a PEE to replace the existing 750KVA, 230Volts, 3-Phase with a total applied load to 1000KVA, 230Volts, 3-Phase main power supply of OCA-Aseana building.</p>	
<b>III.</b>	<p><b>SCOPE OF WORK</b></p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>a) Provide “As-Built” Electrical Plan shall be signed and sealed by a duly licensed Professional Electrical Engineer (PEE) indicating its license number, PTR number, TIN and the corresponding effectivity dates of said documents.</li> <li>b) Provide a duly qualified and licensed electrical practitioner to supervise, execute and complete the upgrading and updating of the as-built electrical plan.</li> <li>c) Provide all necessary materials, labor and tools needed to complete the upgrading/updating of the existing electrical system.</li> <li>d) Provide services in compliance with the Philippine Electrical Code and other related and applicable codes/laws.</li> <li>e) Provide four (4) blueprint copies of “As-Built Plan” in 20” x 30” size with sign and seal of the PEE as well as electronic copies in CAD and PDF formats of said plans.</li> </ol>	<p><b>STATEMENT OF COMPLIANCE</b></p>

	<ul style="list-style-type: none"> <li>f) Provide updated computations of the current electrical system including emergency backup power equipment and ancillaries.</li> <li>g) Conduct ocular inspection of the site, and be satisfied as to the suitability and accessibility of the site required to execute and complete all works specified in this contract;</li> <li>h) Be responsible for the safety and cleanliness work areas conducted.</li> <li>i) Take photographs during on-site service and submit to OAMSS the soft and hard copies.</li> <li>j) Submit to OAMSS Gantt Chart for the project timeline for reference.</li> <li>k) Conduct coordination meetings with the OAMSS-EMD team regarding the project.</li> </ul>	
<p><b>V.</b></p>	<p><b>CONTRACTOR'S QUALIFICATIONS</b></p> <p>At least five (5) years of experience upon commencement of the contract, in the design and installation, repair, troubleshooting, upgrading/updating of as-built electrical plan signed and sealed of complete electrical system.</p>	
<p><b>VI.</b></p>	<p><b>CONTRACTOR'S OBLIGATIONS</b></p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Abide by all existing laws, codes, rules and regulations set forth by all government units and authorities;</li> <li>b. Accept the conditions of the equipment and facility as is, where is.</li> <li>c. Provide the services in a proper, professional and workmanlike manner at all times;</li> <li>d. Exercise the reasonable standard expertise, skill, care and diligence in the performance of the services;</li> <li>e. Retain sufficient number of personnel with the expertise required to provide the complete upgrading and updating of electrical system;</li> <li>f. Ensure that the personnel possess the required skills and experience required to provide the services;</li> <li>g. Provide service personnel complete with Personal Protective Equipment (PPE) during the services conducted;</li> <li>h. Ensure that service personnel wear proper uniforms and identification cards inside the Department's premises;</li> <li>i. Report before and after work or service to the designated personnel of OAMSS-EMD. Provide a service and maintenance report of the said work done;</li> <li>j. Be responsible for the safety and cleanliness of the work area conducted;</li> </ul>	

	<p>k. Secure and pay necessary bonds, insurance and permits needed for the completion of the project; and</p> <p>l. Be liable for any direct or indirect loss or damage to the DFA as a result of gross negligence or willful misconduct on the part of the Contractor, or on the part of any person or firm acting on behalf of the Contractor, in carrying the project. The Contractor shall be responsible for the repair, restoration and the charges, fees or costs incurred due to damages or loss.</p>	
<b>VII.</b>	<p><b>COVID19 prevention and safety during operations:</b></p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>1. Ensure that assigned personnel are COVID free before entering the premises;</li> <li>2. Provide and ensure that assigned personnel observe IATF prescribed safety protocols (ie. face mask, face shields, and observe social distancing) within the DFA premises and comply with DFA security requirements; and</li> <li>3. Provide its personnel isopropyl alcohol and hand soap for personal hygiene.</li> <li>4. Abide the Department's safety protocols on Covid19 prevention.</li> </ol>	
<b>VIII.</b>	<p><b>WARRANTY</b></p> <p>The Contractor shall provide a warranty certificate that guarantees all works in this project shall be conducted by the Professional Electrical Engineer and its electrical practitioners in accordance with the provisions of the Philippine Electrical Code (PEC).</p>	
<b>IX.</b>	<p><b>PROJECT DURATION</b></p> <p>The duration of the project shall be ninety (90) calendar days upon the issuance of the Notice to Proceed (NTP) following the signing of the Contract.</p>	
<b>X.</b>	<p><b>OWNERSHIP AND CONFIDENTIALITY OF DATA</b></p> <p>The Contractor shall execute and sign a Confidentiality and Non-Disclosure Agreement which is to be submitted to the Department prior to the commencement of the service to safeguard and protect Confidential and Proprietary Information and/or Intellectual Property Rights owned by the Department.</p>	
<b>XI.</b>	<p><b>PAYMENT</b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice and complete supporting documents through List of Due and Demandable Accounts Payable (LDDAP). The list of documentary requirements needed for payment will be provided by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD) upon signing the contract.</li> <li>2. All payments shall be inclusive of all applicable taxes and other lawful charges.</li> </ol>	

	<i>(This has to be modified if payment is to be made on staggered basis, i.e. by phase)</i>	
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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).

Conformê:

[Signature/s]

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

[Position]