

**TECHNICAL SPECIFICATIONS/
TERMS OF REFERENCE**

**PURIFIED DRINKING WATER SUPPLY FOR DFA MAIN OFFICE,
DFA-ASEANA, AND METRO MANILA CONSULAR OFFICES
AND TEMPORARY OFFSITE PASSPORT SERVICES
FROM JUNE TO DECEMBER 2023
Proposed ABC: PhP950,796.00**

I.	Background	
	The Department of Foreign Affairs intends to procure purified drinking water supply services for the DFA Main Office, DFA-Aseana and Metro Manila Consular Offices and Temporary Offsite Passport Services.	
II.	Objective:	
	To provide the Department with safe and clean purified drinking water supply for its personnel and visitors for the period June to December 2023 .	
III.	Contractor's Qualifications	STATEMENT OF COMPLIANCE
	<ol style="list-style-type: none"> 1. The Contractor shall be a holder of all of the following valid certificates/license: <ol style="list-style-type: none"> a. Certificate of Product Registration (CPR); b. License to Operate (LTO); c. Certificate of Health-Related Device Registration issued by DOH/FDA. 2. The Contractor shall have at least five (5) years of experience in supplying purified drinking water upon commencement of the Contract and has sufficient manpower and facilities for daily delivery of purified drinking water. 3. The Contractor shall present proof during post-qualification conference that it provides training to its personnel on proper cleaning, handling and care of the water dispenser and containers. 	
IV.	Contractor's Obligations	
	<p>The Contractor shall comply with the following minimum standards:</p> <ol style="list-style-type: none"> 1. Conform with the definitions of purified water, distilled water, drinking water, bottled water and other terms 	

	<p>defined in DOH Administrative Order Nos. 18-A, s.1993 and 39, s. 1996.</p>	
	<p>2. Submit to the Department the following, issued by a DOH-accredited laboratory:</p> <ul style="list-style-type: none"> a. Microbiological Quality Monitoring (MQM) test results for the last three (3) months to be presented during the post-qualification conference; b. monthly result of MQM or microbiological tests for coliform, fecal coliform and Heterotrophic Plate Counts from two (2) separate DOH-accredited laboratories, upon commencement of the contract; and c. semi-annual results of the Physico-Chemical Quality Monitoring (PQM). <p>Such results shall be conditions to payment.</p>	
	<p>3. Coordinate with OAMSS-PSSD to ensure that the Department has at least 882 containers (5 gallons per container) of purified drinking water to designated offices on a weekly basis. Delivery shall be made daily based on the Distribution List provided.</p> <p>(882 containers x 4 weeks x 7 months = 24,696 containers from June to December 2023)</p>	
	<p>4. Deliver 140 brand new and durable hot-and-cold water dispensers for the use of different offices prior to the start of the contract. The use of these dispensers should be free-of-charge for the duration of the contract.</p>	
	<p>5. Contractor shall ensure that its water bottles, vehicles and personnel used to deliver purified drinking water are clean and presentable when entering the premises of the Department.</p>	
	<p>6. OAMSS-PSSD shall issue a Certificate of Completion to the Contractor once it has presented proof that its operators have undergone at least forty (40) hours of training for water-refilling operators conducted by the UP Manila College of Public Health.</p>	

V.	Miscellaneous Provisions	
	1. The Contractor agrees to have its offices and production facilities opened for spot inspections by designated Department personnel.	
	2. The Department reserves the right to increase or decrease the number of water containers and dispensers during the contract period.	
	3. The Contractor shall collect all empty water containers from the Department right after the delivery of fresh supplies.	
VI.	Contractor's Guaranty	
	1. The Contractor warrants that the purified water to be supplied is potable, safe, clean, free from contaminants and chemicals, and processed in accordance with the standards set by the DOH-FDA.	
	2. The Contractor shall have at least three (3) standby hot-and-cold water dispensers available at the OAMSS-PSSD office for immediate replacement of any or all defective hot-and-cold water dispensers.	
	3. The Contractor shall replace any or all defective hot-and-cold water dispensers within a period of twelve (12) hours after the request is made by the Department.	
	4. The Contractor shall regularly clean and disinfect all hot-and-cold water dispensers every three (3) months, or as needed upon the request of the Department, for the duration of the contract.	
VII.	Terms of Delivery	
	1. The Contractor shall regularly deliver to the designated recipients, not later than 4:00 PM from Monday to Friday, or as mutually agreed upon by the Contractor and OAMSS-PSSD.	
	2. The Contractor must have a contingency delivery measure to ensure timely delivery. The contingency measure plan must be presented to and approved by OAMSS-PSSD prior to the commencement of the Contract.	

VIII.	<p>Contract Duration</p> <p>The Contract shall be for the period starting from June to December 2023.</p>	
IX.	<p>Reservation Clause</p> <p>The Department reserves the right to amend and revise the contract in the event that the retrofitting of the DFA Building is commenced or unforeseen/fortuitous events occur during the contract period.</p>	
X.	<p>Terms of Payment</p> <ul style="list-style-type: none"> a. The Contractor shall submit the monthly billing to OAMSS-PSSD within the first ten (10) days of the following month with the certified true copy (CTC) of required documents needed for payment provided by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD) together with a copy of its monthly MQM results. b. Payments shall be made within thirty (30) working days upon audit by OFMS-FRMD of the submitted monthly invoice with the complete required documents. Payments shall be made through a List of Due and Demandable Accounts Payable (LDDAP). c. All taxes withheld shall form part of the amount paid to the Contractor. A Certificate of Tax Withheld shall be issued by the Department to accompany each payment. 	

Note:

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)

Conformé:

[Signature/s]

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

[Position]

[Date]