

Republic of the Philippines  
**DEPARTMENT OF FOREIGN AFFAIRS**  
 2330 Roxas Boulevard, Pasay City

**TERMS OF REFERENCE**

**Annual Preventive Maintenance of Fire Protection System of DFA OCA Aseana  
 ABC: PHP 800,000.00**

Item		
<b>I</b>	<b>Objective</b>	
	<p>The Department intends to outsource the maintenance, repair and testing of the Fire Protection System of the DFA OCA Aseana by securing the services of a reputable and competent Fire Protection service provider in order to ensure that the fire protection is in good condition and is compliant with the existing provisions of the Fire Code of the Philippines.</p>	
<b>II</b>	<b>Location</b>	
	<p><b>DFA-OFFICE OF CONSULAR AFFAIRS</b>            Business Park, Bradco Avenue, corner Diosdado Macapagal Blvd,            Parañaque, 1714 Metro Manila</p>	
<b>III</b>	<b>SCOPE OF WORK UNDER THIS CONTRACT</b>	<b>Statement of Compliance</b>
	<p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>1. Submit a quotation within the ABC inclusive of all applicable taxes. In addition, the costing of each particulars below shall not exceed to the approved allocated budget:               <ol style="list-style-type: none"> <li>a. Maintenance, repair/replacement and testing of Fire Protection System (Bi-Annual) including all items listed in <b>Annex A (BID OFFER FORM), item I: Php 500,000.00</b></li> <li>b. Improvements and additional replacement of defective parts/components, <b>Annex A (BID OFFER FORM), item II : Php 300,000.00</b></li> </ol> </li> </ol> <p><b>The allocated budget of Three Hundred Thousand Pesos (Php 300,000.00) is CONSUMABLE</b> where other improvements and replacement of defective parts/components of the Fire Protection System found during maintenance services will be charged. The Contractor shall submit quotations for the defective/unserviceable parts/components to be replaced prior to delivery subject for assessment and approval of OAMSS-EMD based on the service/recommendation reports to be submitted after the first maintenance service. <b>It is understood that the Contractor shall</b></p>	

**only be paid with the amount of the parts/components delivered and installed.**

2. Conduct inspection, maintenance and repair/replacement (if necessary) on the following components:
  - a. Sprinkler System
    - Fire Pump and Jockey Pump
      - Check and test functionality
      - Adjust engine belts and hoses
      - Pump alignment and coupling
      - Check for coolant level
      - Repair/replace damage components (if necessary)
    - Fire Pump and Jockey Pump Controllers
      - Check and test functionality including alarms and indicators
      - Repair/replace damage components (if necessary)
    - Battery
      - Replacement of two (2) units battery similar to the current specs
    - Valves and Fire Department Connection
      - Check for leakage and functionality
    - Standpipe and Hose Systems
      - Check for leakage and functionality
    - Pressure Switch and Transducer Switch
      - Check for functionality
      - Replace if necessary
    - Flow meters and gauges
      - Check for functionality
      - Calibrate and/or replace if necessary
    - Filters
      - Replacement of air,oil and fuel filters
    - Sprinkler heads
      - Check for leaks and functionality
      - Replace Sprinkler head/s (if necessary)
    - Fuel Tank
      - Check for any leakage
      - Cleaning
      - Repair if necessary
    - Fuel
      - Replacement and refuel
  - b. Fire Detection and Alarm System (FDAS)
    - Smoke and Heat Detectors
    - Manual Call Points
    - Alarm Bells
    - Fire Alarm Control Panels

	<p>The Contractor shall coordinate with the OAMSS-EMD and the installer of the existing Fire Detection and Alarm System, Avesco Marketing Corporation prior to conducting maintenance works as the equipment is still under warranty.</p> <p>c. Fire Doors and Emergency Exits</p> <ul style="list-style-type: none"> <li>● Greasing of Fire and Emergency Exit Doors</li> <li>● Repair (If necessary)</li> </ul> <p>3. Prepare and submit to OAMSS-EMD a Fire Safety and Maintenance Report (FSMR) as required by the Bureau of Fire Protection (BFP) duly signed by Fire Safety Practitioner (FSP);</p> <p>4. Shall secure Fire Safety and Inspection Report (FSIC) from the Bureau of Fire Protection (BFP) and shall prepare necessary documents as required by the BFP. In addition, it is understood the Contractor shall pay the necessary dues and fees for acquiring the FSIC at its own expense as part of the Contract;</p> <p>5. Conduct emission testing on Diesel Type pump at its own expense and submit the result to OAMSS-EMD;</p> <p>6. Conduct necessary testing not limited to, no flow test, flow test, and applicable test and submit to OAMSS-EMD the results of the testing;</p> <p>7. Shall conduct orientation to the Engineering personnel on the basic operation and maintenance of the Fire Protection System upon turn-over;</p> <p>8. Shall submit to OAMSS-EMD the soft copies stored in flash drive and hardcopies of all documentation and reports related to the project prior to the turn-over as one of the requirements for the issuance of Certificate of Completion and Acceptance; and,</p> <p><b>9. Ensure that after the conduct of maintenance and repair of the Fire Protection System of the building, the system is in operation and in good running condition.</b></p>	
<p><b>IV.</b></p>	<p><b>Site Inspection</b></p> <p>The Work shall be based on the existing data and physical condition at the worksite. No increase in cost or extension of time will be considered for failure to inspect and examine the worksite and site condition.</p> <p>The bidders for this contract must secure a Certificate of Site Inspection from OAMSS-EMD prior to the submission of bid.</p> <p>In the Certificate of Site Inspection, <b>the bidder acknowledges and warrants to have inspected and examined the sites and their surroundings and has satisfied itself by submission of his Bid Offer (ANNEX A) as to the nature of the work and materials necessary for</b></p>	

	<p>the completion of the project, the means of access to the site, the accommodation that may be required and all necessary risks, contingencies and other circumstances which may influence or affect the Bid Offer.</p>	
V.	<p><b>TECHNICAL SPECIFICATIONS</b></p> <p><b>DFA OCA-ASEANA FIRE PROTECTION SYSTEM</b></p> <p><b>ANNEX B - Fire Detection and Alarm System</b>  <b>ANNEX C - Emergency Doors and Fire Exits</b></p>	
VI.	<p><b>Contractor's Qualifications</b></p> <p>The Contractor shall comply with the following minimum requirements:</p> <ol style="list-style-type: none"> <li>1. At least five (5) years experience upon commencement of the contract, in the installation, operation, preventive maintenance service and repairs of Fire Protection System;</li> <li>2. PhilGEPS member; and</li> <li>3. With a good track record.</li> </ol>	
VII	<p><b>Contractor's Personnel Qualifications</b></p> <p>The minimum requirements of Contractor's key personnel to be assigned to the Contract is as follows:</p> <p><b>1. One Project Engineer</b></p> <p>Qualified Engineering (Licensed Mechanical or Electrical) expert/s with relevant experience. The qualified experts shall be in charge of the design, implementation and supervision of works on the project.</p> <p>For the qualified expert/s and other proposed key members, the Contractor shall provide the following information:</p> <ol style="list-style-type: none"> <li>a. Professional Qualifications;</li> <li>b. Relevant Education and levels and dates;</li> <li>c. Chronological employment history, including role in any previous similar projects; and</li> <li>d. At least five (5) years of experience in similar projects.</li> </ol> <p><b>2. Health and Safety Officer</b></p> <p>Assigned Safety Officer will be responsible for the overall safety of the project. He/She shall ensure safe working conditions and compliance with all safe operating procedures in the site.</p>	

	<p>The Contractor shall provide the following information:</p> <ol style="list-style-type: none"> <li>a. DOLE Certification;</li> <li>b. Relevant Education and levels and dates;</li> <li>c. Chronological employment history, including role in any previous similar projects; and</li> <li>d. At least two (2) years of experience in similar projects.</li> </ol> <p><b>3. Foreman</b></p> <p>Assigned foreman will work under the direction of the Contractor/Project Engineer to identify phases of the work. He/She shall be responsible with the timely progress monitoring of the project and ensure workers are knowledgeable and qualified, and assign them according to their skill sets.</p> <p>The Contractor shall provide the following information:</p> <ol style="list-style-type: none"> <li>a. Relevant Education and levels and dates;</li> <li>b. Chronological employment history, including role in any previous similar projects; and</li> <li>c. At least two (2) years of experience in similar projects.</li> </ol>	
<p><b>VIII.</b></p>	<p><b>Contractor's Obligations</b></p> <ol style="list-style-type: none"> <li><b>1. Material and Performance Specification</b> <ul style="list-style-type: none"> <li>● <b>Quality of Work</b> <p>All materials that will be supplied for the project shall be of high standard and all activities that will be undertaken shall be conducted with highest regard for quality and safety. Only skilled personnel with similar work experience shall be allowed to undertake the same;</p> </li> <li>● Warrant the availability and authenticity of all materials, equipment and machineries it will deliver, and shall repair/replace any defective unit and correct installation errors at its own expense and account.</li> </ul> </li> <li><b>2. Safety and Environmental Provision</b> <ul style="list-style-type: none"> <li>● The Contractor shall keep the Fire Pump Room and its vicinity clean at all times. Waste segregation implemented by the Department should be observed.</li> <li>● All workers shall be provided with the mandatory Personal Protective Equipment (PPE) which will be used during the performance of their duties.</li> </ul> </li> </ol>	

	<ul style="list-style-type: none"> <li>● The service provider shall provide their workers with the following tools and apparatus not limited to the following for the completion of the project: <ul style="list-style-type: none"> <li>1 Unit – Multi Tester</li> <li>1 Unit – Clamp Meter</li> <li>1 Unit – Flashlight</li> <li>1 Set – Electrical Tools</li> <li>1 Set Common Hand tools such as pliers, screwdrivers, wrench etc.</li> </ul> </li> <li>● Observe the Department’s rules and regulations at all times and provide uniforms with printed names to deployed personnel; and,</li> </ul> <p><b>3. Coordination</b></p> <ul style="list-style-type: none"> <li>● 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>● Submit an official report to the OAMSS-EMD the status or survey of Fire Protection System with the findings and recommendation of the technicians per inspection; and,</li> <li>● Shall coordinate with OAMSS-EMD prior to commencement of work in securing permit and gate pass; and,</li> <li>● Provide the Department a dedicated hotline for emergency calls. This includes weekdays and Holidays.</li> </ul> <p><b>4. Others</b></p> <ul style="list-style-type: none"> <li>● Comply with the periods and scope of works set forth in the Terms of Reference (TOR) and be subject to payment deductions as a result of non-compliance thereto; and,</li> <li>● Comply with labor laws, rules and regulation, including payment of at least mandatory minimum wage, fringe benefits and 13<sup>th</sup> month pay to deployed personnel.</li> </ul>	
<b>IX.</b>	<p><b>Contract Duration</b></p> <p>The Contractor shall provide maintenance services twice until 31 December 2024 from the receipt of the Notice to Proceed (NTP).</p>	

<p><b>X.</b></p>	<p><b>Warranty</b></p> <p>The Contractor shall provide warranty for the project/ equipment after acceptance of the project, twelve (12) months for minor and electronic parts, and twenty-four (24) months for major parts (<i>motors and mechanical parts</i>) of the equipment.</p> <p>During the warranty period, the Contractor shall replace/repair any defective components free of charge to the Department, and shall conduct free check-up when needed upon request of OAMSS-EMD.</p>	
<p><b>XI.</b></p>	<p><b>Confidentiality Clause</b></p> <p>The Contractor shall ensure that all personnel who shall be assigned to the Department shall execute and sign a Non-Disclosure Agreement, which is to be submitted to the Department prior to the commencement of the service.</p>	
<p><b>XII.</b></p>	<p><b>Terms of Payment</b></p> <ol style="list-style-type: none"> <li>1. Progress billing and payment shall be as follows: <ol style="list-style-type: none"> <li>a. 35% of Maintenance Services Cost - Upon completion of 1st preventive maintenance services and complete delivery of parts and components for replacement.</li> <li>b. 25% of Maintenance Services Cost - Upon submission of the following: <ul style="list-style-type: none"> <li>● Fire Safety and Maintenance Report (FSMR)</li> <li>● Fire Safety Inspection Certificate (FSIC)</li> <li>● Result of emission test for diesel fire pump</li> </ul> </li> <li>c. 30% of Maintenance Services Cost - upon completion of final maintenance services and final testing.</li> <li>d. 10% of Maintenance Services Cost - Upon issuance of certificate of completion and acceptance.</li> </ol> </li> <li>2. Payment for improvements and additional replacement of defective parts/components. <ol style="list-style-type: none"> <li>a. The cost of other improvements and additional replacement of defective parts/components not included on the initial deliverables of the Contractor on maintenance services shall be added to the maintenance services billing payments. This will be charged against the allocated budget mentioned in item “1” of the Scope of Works, letter “b”.</li> </ol> <p>Furthermore, the “Contractor” shall secure an approved quotation from OAMSS-EMD to be attached in the billing accompanied by official receipts. Moreover, the “Contractor” shall notify the Office of Asset Management</p> </li> </ol>	

	<p>and Support Services- Engineering and Maintenance Division (OAMSS-EMD) and the Office of Fiscal Management Services (OFMS) prior to the installation and retained by OAMSS-EMD for purposes of verification and audit;</p> <p>The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice, or its equivalent, and other supporting documents examined by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP).</p> <p>All payments shall be inclusive of all applicable taxes and other lawful charges.</p>	
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Note:

Bidders 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 on behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and on 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 Bidder's 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]