



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
MARITIME INDUSTRY AUTHORITY

REQUEST FOR QUOTATION

Date: _____

Company/Business Name: _____

Address: _____

Business/Mayor's Permit No.: _____

TIN: _____

PhilGEPS Registration Number (required): _____

The Maritime Industry Authority (MARINA), through its Bids and Awards Committee (BAC), intends to procure a **SERVICE PROVIDER FOR THE SUPPLY OF LABOR, SUPERVISION, EQUIPMENT, MATERIALS, AND OTHER CONSUMABLES FOR THE REHABILITATION, COMPREHENSIVE REPAIR AND QUARTERLY PREVENTIVE MAINTENANCE OF THE FIRE SUPPRESSION SYSTEM (FSUS) OF THE MARINA CENTRAL OFFICE BUILDING** in accordance with Section 53.9 (Negotiated Procurement – Small Value Procurement) of the Updated 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Please submit your duly signed quotation addressed to the Bids and Awards Committee (BAC) Chairperson and to the given address below, on or before 12 NN of 09 JULY 2024, subject to the compliance with the Terms and Conditions provided on this Request for Quotation (RFQ):

Atty. MARIA ROWENA B. HUBILLA

BAC Chairperson

MARINA BAC Office, 10th Floor MARINA Building,
Bonifacio Drive cor., 20th Street, Port Area, Manila, Philippines.

Telephone No.: **+632) 8524-6518**

Email: bacsec@marina.gov.ph

Interested service provider shall also submit a copy of **PhilGEPS Registration Number** and **2024 Mayor's/Business Permit** along with the signed quotation/proposal.

The Supplier/Service Provider with Single/Lowest Calculated Quotation shall submit its **Omnibus Sworn Statement (GPPB – Prescribed forms), Income/Business Tax Return (for ABC's above Php 500k)** within a non-extendible period of five (5) calendar days from the receipt of the notice of Single/Lowest Calculated Quotation.

The Head of the Procuring Entity (HoPE) of the MARINA reserves the right to reject any and all quotations, declare a failure of procurement, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For any clarification, you may contact the BAC Secretariat at **+632) 8524-6518** or email address at bacsec@marina.gov.ph.

By the Authority of the Bids and Awards Committee:


ATTY. MARIVIC S. RAMOS

Head, Bids and Awards Committee Secretariat

INSTRUCTIONS:

Note: Failure to follow these instructions will disqualify your entire quotation.

(1) Do not alter the contents of this form in any way.

(2) The use of this RFQ is highly encouraged to minimize errors or omissions of the required mandatory provisions. In case of any changes, bidders must use or refer to the latest version of the RFQ, except when the latest version of the RFQ only pertains to deadline extension.

If another form is used other than the latest RFQ, the quotation shall contain all the mandatory requirements/provisions including manifestation on the agreement with the Terms and Conditions below.

In case a prospective supplier/service provider submits a filled-out RFQ with a supporting document (i.e., a price quotation in a different format), both documents shall be considered unless there will be discrepancies. In this case, provisions in the RFQ shall prevail.

(3) All technical specifications must be complied with. Failure to comply with the mandatory requirements shall render the quotation ineligible/disqualified.

(4) Quotations may be submitted through electronic mail at bacsec@marina.gov.ph.

(5) Quotations, including documentary requirements, received after the deadline shall not be accepted. For quotations submitted via electronic mail, the date and time of receipt indicated in the e-mail shall be considered.

TERMS AND CONDITIONS:

1. Bidders shall provide correct and accurate information required in this form.
2. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
3. Price quotation/s must be valid for a period of **FORTY-FIVE (45) calendar days** from the date of submission.
4. Price quotation/s, to be denominated in Philippine peso shall include all taxes, duties and/or levies payable.
5. Quotations exceeding the Approved Budget for the Contract shall be rejected.
6. In case of two or more bidders are determined to have submitted the Lowest Calculated Quotation/Lowest Calculated and Responsive Quotation, the MARINA shall adopt and employ "draw lots" as the tie-breaking method to finally determine the single winning provider in accordance with GPPB Circular 06-2005.
7. Award of contract shall be made to the lowest quotation which complies with the technical specifications, requirements and other terms and conditions stated herein.
8. The item/s shall be delivered according to the accepted offer of the bidder.
9. Item/s delivered shall be inspected on the scheduled date and time of the MARINA. The delivery of the item/s shall be acknowledged upon the delivery to confirm the compliance with the technical specifications.
10. Payment shall be made after delivery and upon the submission of the required supporting documents, i.e. Order Slip and/or Billing Statement, by the supplier, contractor, or consultant. Our Government Servicing Bank, i.e. the Land Bank of the Philippines, shall credit the amount due to the identified bank account of the supplier, contractor, or consultant **not earlier than twenty-four (24) hours, but not later than forty-eight (48) hours**, upon receipt of our advice. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the account of the supplier, contractor, or consultant. in accordance with existing accounting rules and regulations. Please note that the **corresponding bank transfer fee, if any, shall be chargeable to the supplier's account.**
11. Liquidated damages equivalent to one tenth of one percent (0.1%) of value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The MARINA may terminate the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract without prejudice to other courses of action and remedies open to it.
12. The Procuring Entity may cancel or terminate the contract at any time in accordance with the grounds provided under RA No. 9184 and its updated 2016 revised IRR.
13. The RFQ, Purchase Order (PO), and other related documents for the above-stated Procurement project/s shall be deemed to form part of the contract.

After having carefully read and accepted the Instructions and Terms and Conditions, I/we submit our quotation/s for the item/s as follows:

Description/Technical Specifications	Statement of Compliance ("Comply" or "Not Comply")	Unit Cost (Vat Inclusive)	Total Cost (Vat Inclusive)										
SUPPLY OF LABOR, SUPERVISION, EQUIPMENT, MATERIALS, AND OTHER CONSUMABLES FOR THE REHABILITATION, COMPREHENSIVE REPAIR AND QUARTERLY PREVENTIVE MAINTENANCE OF THE FIRE SUPPRESSION SYSTEM (FSUS) OF THE MARINA CENTRAL OFFICE BUILDING													
CONTRACT PERIOD The term of the Service Agreement will be for the period of nine (9) months or two hundred seventy-four (274) days effective upon receipt of the Notice to Proceed by the winning bidder. The winning bidder's proposed Work Plan is shown in a Gantt Chart, which is a mandatory part of the Technical Proposal to be submitted before the beginning of the project. Said Work Plan should provide a more detailed schedule of activities. Unless approved in writing by MARINA on the written request of the Contractor, the coverage – from mobilization to demobilization, should not extend beyond the derivable dates as indicated here below:													
<table><tr><th>Work Cluster</th><th>Number of days from Date of Receipt of NTP</th></tr><tr><td colspan="2">Phase1</td></tr><tr><td>1 • Notice to Proceed</td><td>1st 1st</td></tr><tr><td>2 • Secure of permits (as necessary), • Mobilization of needed spare/ materials and consumables; • Deployment of manpower and equipment; • Provision of safety signage and paraphernalia: and • Submission of shop drawings/ plans, project Bar Chart/S-Curve, and PERT/CPM Network Diagram for MARINA's approval prior to project implementation.</td><td>2nd 15th</td></tr><tr><td>3 • Preventive maintenance service and repair, • Preparation of surfaces, removal of old existing components;</td><td>16th 96th</td></tr></table>		Work Cluster	Number of days from Date of Receipt of NTP	Phase1		1 • Notice to Proceed	1 st 1 st	2 • Secure of permits (as necessary), • Mobilization of needed spare/ materials and consumables; • Deployment of manpower and equipment; • Provision of safety signage and paraphernalia: and • Submission of shop drawings/ plans, project Bar Chart/S-Curve, and PERT/CPM Network Diagram for MARINA's approval prior to project implementation.	2 nd 15 th	3 • Preventive maintenance service and repair, • Preparation of surfaces, removal of old existing components;	16 th 96 th		
Work Cluster	Number of days from Date of Receipt of NTP												
Phase1													
1 • Notice to Proceed	1 st 1 st												
2 • Secure of permits (as necessary), • Mobilization of needed spare/ materials and consumables; • Deployment of manpower and equipment; • Provision of safety signage and paraphernalia: and • Submission of shop drawings/ plans, project Bar Chart/S-Curve, and PERT/CPM Network Diagram for MARINA's approval prior to project implementation.	2 nd 15 th												
3 • Preventive maintenance service and repair, • Preparation of surfaces, removal of old existing components;	16 th 96 th												

	• Installation, integration, testing, and commissioning of all equipment;		
4	• Conducting technical training for MFAS-Maintenance Section personnel for the administration, operation, maintenance, and handling of the equipment and the system.	97 th	112 th
5	• Punch-listing, Rectification of Punch-list Items; • Cleaning and Restoration of all affected facilities/areas and other related fixtures due to rehabilitation works;	113 th	128 th
Phase 2			
6	• Monitoring;	129 th	159 th
7	• Preventive maintenance service and repair; • Preparation of surfaces, removal of defective components; • Installation, integration, testing, and commissioning of all equipment;	160 th	180 th
8	• Conducting technical training (drill) for MFAS-Maintenance Section personnel;	181 st	186 th
9	• Punch-listing, Rectification of Punch-list Items; • Cleaning and Restoration of all affected facilities/areas and other related fixtures due to rehabilitation works;	187 th	202 nd
Phase 3			
10	• Monitoring;	203 rd	233 rd
11	• Preventive maintenance service and repair; • Preparation of surfaces, removal of defective components; • Installation, integration, testing, and commissioning of all equipment;	234 th	264 th
12	• Turn-over of signed as-built plans, and other documents pertaining to the operation and maintenance of equipment; • Submission of documents and manuals;	265 th	272 nd
Phase 4			
13	• Turn-over of the project;	273 rd	274 th
SCOPE OF WORK a. The supply of, labor, supervision, materials, equipment, and other consumables for the rehabilitation, comprehensive repair, and periodic preventive maintenance of the FSUS located at the MARINA Central Office building, for a period of nine (9) months or two hundred seventy-four (274) days;			

REQUEST FOR QUOTATION FORM FOR BUILDING MAINTENANCE

<p>b. Conduct periodic preventive maintenance, incidental servicing, and emergency service, of the FSUS equipment;</p> <p>c. Systematically examine clean, system/program, and operational and functional tests including FSUS Control panel check; and</p> <p>d. Provide twenty-four (24) hour service to respond immediately to reports of any malfunction, inoperability, or false alarm without additional charge to MARINA.</p> <p>Coverage of the repair and rehabilitation works will be but not limited to the following:</p> <table><tr><th>Components</th><th>Quantity</th></tr><tr><td>• 50 hp vertical Fire Pump</td><td>1 unit</td></tr><tr><td>• Pump controller, Panel Board, Control Switch, and other standard accessories</td><td>1 lot</td></tr><tr><td>• Complete Pipe Sprinkler System which includes sprinkle heads, control valves, check valve fittings, and other accessories.</td><td>1 lot</td></tr><tr><td>• Complete Set of Fire hose Cabinet</td><td>12 sets</td></tr><tr><td>• Indoor Fire Hydrant System</td><td>1 lot</td></tr></table>	Components	Quantity	• 50 hp vertical Fire Pump	1 unit	• Pump controller, Panel Board, Control Switch, and other standard accessories	1 lot	• Complete Pipe Sprinkler System which includes sprinkle heads, control valves, check valve fittings, and other accessories.	1 lot	• Complete Set of Fire hose Cabinet	12 sets	• Indoor Fire Hydrant System	1 lot			
Components	Quantity														
• 50 hp vertical Fire Pump	1 unit														
• Pump controller, Panel Board, Control Switch, and other standard accessories	1 lot														
• Complete Pipe Sprinkler System which includes sprinkle heads, control valves, check valve fittings, and other accessories.	1 lot														
• Complete Set of Fire hose Cabinet	12 sets														
• Indoor Fire Hydrant System	1 lot														
<p>RESPONSIBILITIES OF SERVICE PROVIDER</p> <p>a. The Service Provider shall submit on time, the required work schedule, delivery schedule, table of organization, manpower schedule, sample product data, safety plan, methodology, and other requirements deemed necessary.</p> <p>b. The Service Provider shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA.</p> <p>c. The Service Provider shall maintain records which shall include among others repair work performed, preventive Maintenance activity, spare parts replacement/utilized, any modifications to the equipment, and emergency services.</p> <p>d. The Service Provider shall be responsible for coordination and collaborative works with the MARINA MFAS- Building Maintenance Section to complete respective works in accordance with the</p>															

<p>approved work schedule, specifications, and method of installation.</p> <p>e. The Service Provider shall advise the MFAS-Building Maintenance Section of all defective and worn-out parts to be replaced, works done and the specified downtime to be undertaken to put the FSUS into normal operating condition.</p> <p>f. The Service Provider will provide all materials and equipment to complete the repair, rehabilitation, and works without extra cost to the MARINA.</p> <p>g. The Service Provider will carry out such repair and worn-out parts upon written approval by the MFAS Director.</p> <p>h. The Service Provider shall submit as-built Drawings/diagrams and other pertinent documents needed for the operation of the FSUS before the turnover of the project.</p> <p>i. The Service Provider shall be responsible for the health, and safety requirements such as Proper Protective Equipment (PPE) for its employees, fire extinguishers, and all other fire protection provisions in working areas.</p> <p>j. The Service Provider shall comply with all applicable Environmental, Health, and Safety regulations required by law, including safety provisions for warehousing/storage of their materials and equipment.</p> <p>k. The Service Provider shall be responsible for the hauling and disposal of debris, and garbage inside the building perimeter accumulated during the activities.</p>			
<p>OTHER CONDITIONS</p> <p>a. The Service Provider represents and warrants that it can perform its obligations and undertakings according to the terms and conditions of this project, and hereby agrees and warrants that it shall faithfully observe and comply therewith.</p> <p>b. The Service provider shall furnish tools, equipment, and cleaning supplies to carry out their duties and responsibilities.</p> <p>c. All the components and consumables to be supplied by the Service Provider have to be approved by the MARINA before use/installation.</p>			

<p>d. All work and services provided in this project are to be performed during normal working hours on regular working days. The MARINA may request the Service Provider in writing, for work outside such times at no extra cost if it affects the operation at the MARINA Central Office Building. All works and services are not required to be carried out on public holidays except when the MARINA finds it necessary in its operation.</p> <p>e. MARINA shall have the sole option to cancel/terminate the contract at any time for violation of any of the terms and conditions thereof and/or, if in its judgment, the service it has rendered is substandard and/or unsatisfactory.</p> <p>f. The Contractor nor the MARINA will not allow any third party to do any repair work or replace any part or component of the subject equipment without written consent/approval of both parties.</p>			
<p>MARINA REQUIREMENTS</p> <p>Prospective bidders shall submit, together with the quotation, the following requirements/ documents stated below:</p> <p>a. Minimum one (1) year in the FSUS maintenance and repair industry.</p> <p>b. Have sufficient, service technician personnel, equipment, and materials to address all MARINA's issues/concerns effectively (Lists of technicians have to be submitted to MARINA).</p> <p>c. Service Provider must submit a Client Satisfaction Rating as proof of satisfactorily providing a similar service with another government agency or private entity within one (1) year preceding the submission of the quotation.</p>			
<p>WARRANTY</p> <p>The Service Provider shall guarantee the work done and the supplied materials to be free from defects for a period of one (1) year reckoned from the turnover of the project. The form of warranty shall be in accordance with the provisions in Section 62 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184.</p>			

	Statement of Compliance ("Comply" or "Not Comply")
DELIVERY LOCATION: MARINA Building, Bonifacio Drive cor., 20th Street, Port Area, Manila, Philippines	
DELIVERY SCHEDULE: Please refer to the derivable dates indicated in the Contract Period portion of the Description/Technical Specifications table.	
SERVICE SCHEDULE: All regular services will be conducted during regular working hours, Monday to Friday from 8:00 a.m. to 5:00 p.m. Saturday, and Holidays, when necessary, with no extra cost to MARINA.	

FINANCIAL OFFER

Terms of Payment:

- a. The **Preventive Maintenance Service Fee** shall be paid within **fifteen to thirty (15-30) calendar days** upon submission of the following documents from the Service Provider subject to all applicable taxes:
 - Letter Request for Payment; and,
 - Periodic Service Reports on the Preventive Maintenance of the FSUS complete with findings, recommendations, parts, and equipment repaired or replaced duly signed by a MARINA authorized representative.
- b. MARINA shall pay the Service Provider based on the following payment schedule:
 - Forty Percent (40%) upon completion of Phase 1;
 - Thirty Percent (30%) upon completion of Phase 2;
 - Twenty Percent (20%) upon completion of Phase 3; and
 - Ten Percent (10%) retention upon issuance of Certificate of Final Inspection and Acceptance.
- c. All payments made shall be subject to the usual government accounting and auditing rules and regulations.

Payment Details:

Banking Institution : _____

Account Number : _____

Account Name
(should be the exact account name
as registered in the bank): _____

Bank Branch : _____

Please quote your best offer for the item/s below. Please do not leave any blank items. Indicate "0" if item being offered is for free.

PROCUREMENT OF A SERVICE PROVIDER FOR THE SUPPLY OF, LABOR, SUPERVISION, EQUIPMENT, MATERIALS, AND OTHER CONSUMABLES FOR THE REHABILITATION, COMPREHENSIVE REPAIR AND QUARTERLY PREVENTIVE MAINTENANCE OF THE FIRE SUPPRESSION SYSTEM (FSUS) OF THE MARINA CENTRAL OFFICE BUILDING FOR NINE (9) MONTHS OR TWO HUNDRED SEVENTY-FOUR (274) DAYS	
Approved Budget for the Contract (ABC)	Total Offered Quotation
One Million Pesos (Php 1,000,000.00)	In words: _____

	In figures: _____

Signature over Printed Name

Position/Designation

Office Telephone/Fax/Mobile Nos.

Email address/es

TERMS OF REFERENCE (TOR)

**PROCUREMENT OF A SERVICE PROVIDER FOR THE SUPPLY OF,
LABOR, SUPERVISION, EQUIPMENT, MATERIALS, AND OTHER
CONSUMABLES FOR THE COMPREHENSIVE REPAIR AND
QUARTERLY PREVENTIVE MAINTENANCE OF THE FIRE
SUPPRESSION SYSTEM (FSUS) OF THE MARINA CENTRAL OFFICE
BUILDING**

**MARINA Building, 20th Street cor. A Bonifacio Drive,
Port Area (South), Manila**

TERMS OF REFERENCE (TOR)

PROCUREMENT OF A SERVICE PROVIDER FOR THE SUPPLY OF, LABOR, SUPERVISION, EQUIPMENT, MATERIALS, AND OTHER CONSUMABLES FOR THE REHABILITATION, COMPREHENSIVE REPAIR, AND QUARTERLY PREVENTIVE MAINTENANCE OF THE FIRE SUPPRESSION SYSTEM (FSUS) OF THE MARINA CENTRAL OFFICE BUILDING

Marina building 20th Street corner Bonifacio Drive, 1018 Port Area Manila

1. PURPOSE

A building's fire suppression system plays an important role in providing the building and its occupants with protection in the event of a fire. For these items to work properly they need to be maintained and kept up-to-date with the latest fire safety code.

The purpose of the procurement of a service provider for the supply of, labor, supervision, equipment, materials, and other consumables for the rehabilitation, comprehensive repair, and quarterly preventive maintenance of the Fire Suppression System (FSUS) is to have periodic preventive maintenance to ensure continuous operation and prolong the useful life of the FSUS.

2. APPROVED BUDGET OF THE CONTRACT

2.1 The total Approved Budget for the Contract (ABC) for this procurement is One Million Pesos (P1,000,000.00), inclusive of all applicable national and local taxes.

2.2 No changes shall be made in the Contract Price by reason of escalation in currency. Any adjustment in Contract Price shall be done in accordance with guidelines provided by the law.

3. CONTRACT PERIOD

3.1. The term of the Service Agreement will be for the period of nine (9) months or two hundred seventy-four (274) days effective upon receipt of the Notice to Proceed by the winning bidder.

3.2 The winning bidder's proposed Work Plan is shown in a Gantt Chart, which is a mandatory part of the Technical Proposal to be submitted before the beginning of the project. Said Work Plan should provide a more detailed schedule of activities.

Unless approved in writing by MARINA on the written request of the Contractor, the coverage – from mobilization to demobilization, should not extend beyond the derivable dates as indicated here below:

Work Cluster		Number of days from Date of Receipt of Notice to Proceed	
Phase 1			
1	• Notice to Proceed	1 st	1 st
2	• Secure of permits (as necessary), • Mobilization of needed spare/materials and consumables;	2 nd	15 th

	<ul style="list-style-type: none"> • Deployment of manpower and equipment; • Provision of safety signage and paraphernalia: and • Submission of shop drawings/plans, project Bar Chart/S-Curve, and PERT/CPM Network Diagram for MARINA's approval prior to project implementation. 		
3	<ul style="list-style-type: none"> • Preventive maintenance service and repair, • Preparation of surfaces, removal of old existing components; • Installation, integration, testing, and commissioning of all equipment; 	16 th	96 th
4	<ul style="list-style-type: none"> • Conducting technical training for MFAS-Maintenance Section personnel for the administration, operation, maintenance, and handling of the equipment and the system. 	97 th	112 th
5	<ul style="list-style-type: none"> • Punch-listing, Rectification of Punch-list Items; • Cleaning and Restoration of all affected facilities/areas and other related fixtures due to rehabilitation works; 	113 th	128 th
Phase 2			
6	<ul style="list-style-type: none"> • Monitoring; 	129 th	159 th
7	<ul style="list-style-type: none"> • Preventive maintenance service and repair; • Preparation of surfaces, removal of defective components; • Installation, integration, testing, and commissioning of all equipment; 	160 th	180 th
8	<ul style="list-style-type: none"> • Conducting technical training (drill) for MFAS-Maintenance Section personnel; 	181 st	186 th
9	<ul style="list-style-type: none"> • Punch-listing, Rectification of Punch-list Items; • Cleaning and Restoration of all affected facilities/areas and other related fixtures due to rehabilitation works; 	187 th	202 nd
Phase 3			
10	<ul style="list-style-type: none"> • Monitoring; 	203 rd	233 rd
11	<ul style="list-style-type: none"> • Preventive maintenance service and repair; • Preparation of surfaces, removal of defective components; • Installation, integration, testing, and commissioning of all equipment; 	234 th	264 th
12	<ul style="list-style-type: none"> • Turn-over of signed as-built plans, and other documents pertaining to the operation and maintenance of equipment; • Submission of documents and manuals; 	265 th	272 nd
Phase 4			
13	<ul style="list-style-type: none"> • Turn-over of the project; 	273 rd	274 th

4. SCOPE OF WORK

- a. The supply of, labor, supervision, materials, equipment, and other consumables for the rehabilitation, comprehensive repair, and periodic preventive maintenance of the FSUS located at the MARINA Central Office building, for a period of nine (9) months or two hundred seventy-four (274) days;

- b. Conduct periodic preventive maintenance, incidental servicing, and emergency service, of the FSUS equipment;
- c. Systematically examine clean, system/program, and operational and functional tests including FSUS Control panel check; and
- d. Provide twenty-four (24) hour service to respond immediately to reports of any malfunction, inoperability, or false alarm without additional charge to MARINA.

Coverage of the repair and rehabilitation works will be but not limited to the following:

Components	Quantity
<ul style="list-style-type: none"> 50 hp vertical Fire Pump 	1 unit
<ul style="list-style-type: none"> Pump controller, Panel Board, Control Switch, and other standard accessories 	1 lot
<ul style="list-style-type: none"> Complete Pipe Sprinkler System which includes sprinkle heads, control valves, check valve fittings, and other accessories. 	1 lot
<ul style="list-style-type: none"> Complete Set of Fire hose Cabinet 	12 sets
<ul style="list-style-type: none"> Indoor Fire Hydrant System 	1 lot

5. RESPONSIBILITIES OF SERVICE PROVIDER

- a. The Service Provider shall submit on time, the required work schedule, delivery schedule, table of organization, manpower schedule, sample product data, safety plan, methodology, and other requirements deemed necessary.
- b. The Service Provider shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA.
- c. The Service Provider shall maintain records which shall include among others repair work performed, preventive Maintenance activity, spare parts replacement/utilized, any modifications to the equipment, and emergency services.
- d. The Service Provider shall be responsible for coordination and collaborative works with the MARINA MFAS- Building Maintenance Section to complete respective works in accordance with the approved work schedule, specifications, and method of installation.
- e. The Service Provider shall advise the MFAS- Building Maintenance Section of all defective and worn-out parts to be replaced, works done and the specified downtime to be undertaken to put the FSUS into normal operating condition.
- f. The Service Provider will provide all materials and equipment to complete the repair, rehabilitation, and works without extra cost to the MARINA.

- g. The Service Provider will carry out such repair and worn-out parts upon written approval by the MFAS Director.
- h. The Service Provider shall submit as-built Drawings/diagrams and other pertinent documents needed for the operation of the FSUS before the turnover of the project;
- i. The Service Provider shall be responsible for the health, and safety requirements such as Proper Protective Equipment (PPE) for its employees, fire extinguishers, and all other fire protection provisions in working areas.
- j. The Service Provider shall comply with all applicable Environmental, Health, and Safety regulations required by law, including safety provisions for warehousing/storage of their materials and equipment.
- k. The Service Provider shall be responsible for the hauling and disposal of debris, and garbage inside the building perimeter accumulated during the activities.

6. OTHER CONDITIONS

- a. The Service Provider represents and warrants that it can perform its obligations and undertakings according to the terms and conditions of this project, and hereby agrees and warrants that it shall faithfully observe and comply therewith.
- b. The Service provider shall furnish tools, equipment, and cleaning supplies to carry out their duties and responsibilities.
- c. All the components and consumables to be supplied by the Service Provider have to be approved by the MARINA before use/installation.
- d. All work and services provided in this project are to be performed during normal working hours on regular working days. The MARINA may request the Service Provider in writing, for work outside such times at no extra cost if it affects the operation at the MARINA Central Office Building. All works and services are not required to be carried out on public holidays except when the MARINA finds it necessary in its operation.
- e. MARINA shall have the sole option to cancel/terminate the contract at any time for violation of any of the terms and conditions thereof and/or, if in its judgment, the service it has rendered is substandard and/or unsatisfactory;
- f. The Contractor nor the MARINA will not allow any third party to do any repair work or replace any part or component of the subject equipment without written consent/approval of both parties.

7. SERVICE SCHEDULE

All regular services will be conducted during regular working hours, Monday to Friday from 8:00 a.m. to 5:00 p.m., Saturday, and Holidays when necessary, with no extra cost to MARINA.

8. MARINA REQUIREMENTS

Prospective bidders shall submit together with the quotation the following requirements/documents stated below:

- a. Minimum one (1) year in the FSUS maintenance and repair industry.
- b. Have sufficient, service technician personnel, equipment, and materials to address all MARINA's issues/concerns effectively (Lists of technicians have to be submitted to MARINA).
- c. Service Provider must submit a Client Satisfaction Rating as proof of satisfactorily providing a similar service with another government agency or private entity within one (1) year preceding the submission of the quotation.

9. ELIGIBILITY REQUIREMENTS

Prospective bidders shall have to submit the following documents:

1. Valid Business/Mayor's Permit;
2. Valid PhilGEPs Registration/PhilGEPs Registration Number;
3. Income/Business Tax Return; and
4. Omnibus Sworn Statement
 - 4.1 To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship).
 - 4.2 To attach duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable if representing a Partnership, Corporation, Cooperative, or Joint venture).

10. PAYMENT TERM

- a. The **Preventive Maintenance Service Fee** shall be paid upon submission of the following documents from the Service Provider subject to all applicable taxes:
 - Letter Request for Payment; and,
 - Periodic Service Reports on the Preventive Maintenance of the FSUS complete with findings, recommendations, parts, and equipment repaired or replaced duly signed by a MARINA authorized representative.

b. MARINA shall pay the Service Provider based on the following payment schedule:

- Forty Percent (40%) upon completion of Phase 1;
- Thirty Percent (30%) upon completion of Phase 2;
- Twenty Percent (20%) upon completion of Phase 3; and
- Ten Percent (10%) retention upon issuance of Certificate of Final Inspection and Acceptance.

c. All payments made shall be subject to the usual government accounting and auditing rules and regulations.

11. LIQUIDATED DAMAGES

- a. When the Service Provider fails to satisfactorily deliver services within the specified service schedule, inclusive of duly granted time extensions, if any, the Service Provider shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services, for every day of delay until such services are finally delivered and accepted by the procuring entity concerned.

12. WARRANTY

- a. The Service Provider shall guarantee the work done and the supplied materials to be free from defects for a period of one (1) year reckoned from the turnover of the project. The form of warranty shall be in accordance with the provisions in Section 62 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184.

Prepared by:



VIEN CONSTANTINE C. MESINA
OIC-Chief, GSD

Recommending Approval



CHERYL V. PASCUA
Director II, MFAS

Reviewed by:



Atty. JOHN ROMMEL V. RAFAEL
Attorney III, FS as
Head TWG



Atty. MARIA ROWENA B. HUBILLA
Director II, DSS as
BAC Chairperson

APPROVED / ~~DISAPPROVED~~:


SONIA B. MALALUAN
Administrator

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards

Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]