

Procurement of Annual Preventive Maintenance Services Requirements for the Air-Conditioning Units of NEA

1. BACKGROUND/OBJECTIVES

In the previous years, prior to the conduct of preventive maintenance of NEA's Air Conditioning Units (ACUs), GSD often received requests for the repair of ACUs from various departments/offices. At present, such requests have been reduced when the ACUs have been subjected to regular preventive maintenance services.

The regular AC maintenance consisting of the maintenance/clean-up of condenser, evaporator coil, air filters and others should be conducted at least quarterly to prolong the lifespan of ACUs, lessen downtime, fewer incidence of repairs, have better indoor air comfort and maximize energy efficiency. Performing the regular AC preventive maintenance will keep the ACUs in proper condition and serve extensively its purpose for the comfort of the users.

In view thereof, it is highly recommended to procure the services of a qualified/professional air conditioning maintenance service firm ("**CONTRACTOR**") which can provide manpower, equipment, supplies, materials and technical expertise for the preventive maintenance of ACUs of NEA building.

2. APPROVED BUDGET FOR THE CONTRACT

2.1. For and in consideration of the performance and accomplishment of the **PREVENTIVE MAINTENANCE**, NEA shall pay the **CONTRACTOR** the total amount of **EIGHT HUNDRED THOUSAND PESOS (PhP800,000.00)** for a one-year preventive maintenance or **TWO HUNDRED TWENTY THOUSAND PESOS (PhP220,000.00)** per quarter for **one hundred thirty-two (132) ACUs**. Subject to pertinent laws on government contracts and auditing procedures.

2.2. The contract price is inclusive of all duties and taxes.

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

2.4. The payment of escalation costs shall be subject to the unilateral and written approval of **NEA** and to availability of funds.

3. CONTRACT DURATION

3.1. The project duration covering the repair and maintenance of ACUs and other necessary works shall be for a period of **four (4) quarters from**
2024 to 2025.

4. QUALIFICATION OF THE CONTRACTOR

- 4.1. The **CONTRACTOR** must be competent and experienced in the field of ACU maintenance with a minimum of five (5) years prior experience on comparable or more complex ACU equipment and currently has service contracts on similar equipment.
- 4.2. The **CONTRACTOR** is required to submit a company profile, list of present and previous clientele, and certifications issued by at least five (5) past/present clients indicating the Contractor's satisfactory performance.
- 4.3. The lead personnel/technician who will administer the Preventive Maintenance Program must be competent/skilled with certificates as proof of appropriate trainings/seminar attended related to ACU repair and maintenance from TESDA and/or other reputable learning institutions.

5. GENERAL SCOPE OF WORK

- 5.1. The **CONTRACTOR** is required to perform preventive maintenance and repairs to keep the air conditioning equipment functioning properly, efficiently and effectively to extend its operating life through regular and systematic inspection, adjustment, cleaning, testing and/or repair/replacement (if required) on all parts of the air conditioning equipment.
- 5.2. Preventive maintenance shall be undertaken in accordance with the work plan which will be submitted to and approved by **NEA**.
- 5.3. The **CONTRACTOR** shall provide all labor, materials, tools, and equipment, supervision and other incidentals for the Annual Preventive Maintenance of the following ACU of **NEA**:

| Installation Type | Type of Technology | Cooling Capacity | Quantity |
|--------------------|--------------------|------------------|----------|
| Window Type | Inverter | 1 hp | 1 |
| Window Type | Conventional | 1.5 hp | 11 |
| Window Type | Inverter | 1.5hp | 3 |
| Window Type | Conventional | 2.0 hp | 11 |
| Window Type | Inverter | 2.0 hp | 16 |
| Window Type | Conventional | 2.5 hp | 12 |
| Window Type | Inverter | 2.5 hp | 17 |
| Wall-Mounted Type | Conventional | 1.0 hp | 2 |
| Wall-Mounted Type | Inverter | 1.0 hp | 1 |
| Wall-Mounted Type | Conventional | 1.5 hp | 1 |
| Wall-Mounted Type | Conventional | 2.0 hp | 1 |
| Wall-Mounted Type | Inverter | 2.0 hp | 1 |
| Wall-Mounted Type | Conventional | 2.5 hp | 13 |
| Wall-Mounted Type | Inverter | 2.5 hp | 5 |
| Wall-Mounted Type | Inverter | 3 TR | 1 |
| Floor-Mounted Type | Conventional | 3 TR | 1 |

| | | | |
|----------------------------|--------------|--------|------------|
| Floor-Mounted Type | Conventional | 5 TR | 5 |
| Floor-Mounted Type | Conventional | 7.5 TR | 24 |
| Cassette | Inverter | 3 TR | 6 |
| Total Number of ACU | | | 132 |

The total number of air conditioning units' subject for preventive maintenance, is **ONE HUNDRED THIRTY-TWO (132) units** of various types ranging from window type to floor mounted air-conditioning unit.

5.4. Technical and Professional Services:

The **CONTRACTOR** shall provide the following technical methods and professional services for the effective Annual Preventive Maintenance of NEA's ACUs.

5.4.1. Conduct **QUARTERLY VISIT** for the inspection of the ACUs to ensure that the equipment stays in good factory standard operating condition and reduce the possibility of equipment failure. This shall include, but shall not be limited to, the following:

5.4.1.1. **Checking and cleaning of air conditioner filters** – Test-run and check first the current operating condition of ACUs before servicing. Make sure ACU is turned-off prior to the conduct of maintenance service. Carefully remove air conditioner components. Remove the filters from the air conditioner. Remove accumulated dirt and grime by thoroughly cleaning/washing and sanitizing filters with appropriate cleaning agents/solutions. Allow filters to dry naturally before fitting it back to the unit together with the other ACU components.

5.4.1.2. **Cleaning of air conditioner case/body, protective grilles and face cover (outdoor and indoor unit)** – Remove all lodged trash and accumulated debris on grilles and protective screen of outside unit. Wash or wipe off remaining dirt and dust on the case/body. If necessary, carefully remove ACU components to clean up the face cover and grilles/louver of inside unit. Wash or wipe off dirt and dust. Use appropriate cleaning agents/solution, if needed.

5.4.1.3. **Inspect and clean base pan and condensate drain and tubing** – Inspect base/drain pan for restricted drain openings. Remove obstruction and clogs as needed. Clean any accumulated grime and dirt.

5.4.1.4. **Inspect all mechanical and electrical components of ACU** – Observe and check for abnormal noise and vibration. Search for any unusual odor coming from the unit. Inspect fan motor, fan blades and blower assembly. Inspect motor, compressor and associated tubing. Inspect control box, associated controls (i.e., contactors, relays, circuit board and capacitors) and electrical

wiring. Tighten and make necessary adjustment on all mechanical and electrical connections.

- 5.4.1.5. **Test-run and check ACU's condition after servicing** – Check thermostat setting. Check for leaks (i.e., refrigerant, oil and condensate). Repair and address leaks immediately. Monitor room/air temperature. Clean and restore work area after servicing.
- 5.4.1.6. **Check refrigerant charge, amperage and voltage and room/air temperature** – Test-run and check first the current operating condition of the ACU before servicing. Inspect unit for proper refrigerant pressure/level. Use pressure gauges and recharge appropriate and adequate refrigerant, if needed. Conduct leak test as needed. Use proper tools and equipment when testing for proper voltage/amperage. Testers must be well-calibrated. Make adequate adjustments, if needed.
- 5.4.1.7. **Inspect and clean condenser coils, fins, grills and associated tubing** – Be sure to turn-off electrical power before conducting maintenance. Dismantle and remove ACU components to access condenser coils, fins, grills and associated tubing. Disconnect and secure/cover all electrical components and motor to prevent them from getting wet. Straighten out bent fins carefully. Take care of and use only adequate water pressure in cleaning to prevent damage. Use appropriate cleaning and sanitizing agents/solutions, if needed. Allow it to dry before installing or replacing ACU components back.
- 5.4.1.8. **Inspect and clean evaporator coils, fins and associated tubing** – Be sure to turn-off electrical power before conducting maintenance. Dismantle and remove ACU components to get access to evaporator coils, fins, grills and associated tubing. Disconnect and secure/cover all electrical components and motor to prevent it from getting wet. Straighten out bent fins carefully. Take care of and use only adequate water pressure in cleaning or brush/wipe/vacuum if washing is not needed to prevent damage. Use appropriate cleaning and sanitizing agents/solutions if needed. Allow everything to dry before installing or replacing these ACU components back.
- 5.4.1.9. **Inspect and clean fan blades, blower wheel, fan/blower motor and all fan/blower assembly components** – Be sure to turn off electrical power before conducting maintenance. Dismantle and remove ACU components to get access to fan/blower assembly including housing and motor. Disconnect and secure/cover all electrical components and motor to prevent them from getting wet. Take care of and use adequate water pressure in cleaning to prevent damage. Use appropriate cleaning and sanitizing agents/solutions, if needed. Allow everything to dry before installing or replacing these ACU components back.

- 5.4.1.10. **Clean base pan, drain pan and condensate drain lines** – Dismantle and remove ACU components to access and properly clean base/drain pan, if needed. Inspect and remove obstructions and clogs in the drain openings. Wash base/drain pan with appropriate cleaning or sanitizing agents/solutions to prevent grime or algae from forming. Flush out dirt and grime in the condensate drain lines. Carefully install or replace ACU components back in their proper places.
- 5.4.1.11. **Inspect, clean and/or lubricate all mechanical or moving ACU components** – Be sure to turn-off electrical power before conducting maintenance. Inspect all moving ACU parts for dirt, damage, obstruction and any unsafe condition. Clean parts before lubricating with the proper amount and type of lubrication. Make necessary adjustment including tension of belts. Inspect belts and use adequate belt dressing, if needed.
- 5.4.2. All works specified above must be supervised and attested by **NEA's** authorized personnel. The authorized **NEA** personnel can give instructions regarding proper ACU maintenance and service procedures. The authorized **NEA** personnel can direct the service provider to conduct another maintenance or service program, if the work is found out to be unsatisfying.
- 5.4.3. It is understood that the units under the agreement are in good operating condition on the date the agreement becomes effective. **CONTRACTOR** reserves the right to inspect any unit to be placed in the Preventive Maintenance Agreement to determine their operating condition. Any repair necessary to restore the ACU to good working before inclusion in the Preventive Maintenance Agreement will be charged to **NEA**. ACU not included in the number and type of unit in this agreement due to other reason or installation of the unit after the effectivity of this contract shall be charged by the **CONTRACTOR** at a reasonable cost provided that **NEA** agreed and approved the **CONTRACTOR's** proposal and quotation to conduct the preventive maintenance for the additional ACU on top of one hundred thirty-two (132) ACUs in the Contract.
- 5.4.4. In case that some of the subject ACU for preventive maintenance are declared unserviceable or for condemnation during the Service Contract, the **CONTRACTOR** shall report the problem to **NEA** and the preventive maintenance on the ACU will discontinue. A corresponding amount will be deducted proportional to the service being rendered by the **CONTRACTOR**.
- 5.4.5. Similarly, newly installed and/or existing ACU which are not part of this Contract may be included in the preventive maintenance upon the proposal of the end user or the **CONTRACTOR** provided that **NEA** will

approve the quotation for additional service fee that is reasonable and at the same rate to prevailing service fee.

- 5.4.6. In case the **CONTRACTOR** found that the some of the subject ACU listed in Section 5.3, (One hundred thirty-two units) cannot be maintained for whatever reason, such as renovation of the room, or the unit is declared unserviceable or for condemnation, the **CONTRACTOR** shall immediately notify **NEA** and the latter has the option to assign another ACU from other office which is not included in the above listed ACU.
 - 5.4.7. The **CONTRACTOR** shall provide a "24-hour Hotline" response number for emergency callback service direct to the office of the **CONTRACTOR** and not through a CALL-CENTER at no extra charge. Upon notice by **NEA**, anytime, day or night, **CONTRACTOR** shall be present within the **NEA** premises as soon as reasonably practicable when urgent action is required. Within thirty (30) minutes from the **NEA's** emergency callback request, the **CONTRACTOR** shall send at least two (2) skilled and competent technicians to conduct the repair/preventive maintenance services.
 - 5.4.8. The **CONTRACTOR** shall submit report, recommendation and findings on parts found to be defective at the time of latest conduct of preventive maintenance or emergency service. Proposed quotation shall be submitted with the most reasonable price which is the same in the prevailing costing of the particular trade. The **CONTRACTOR** will only carry out the corrective action or repair upon the approval of the proposal and quotation.
- 5.5. The **CONTRACTOR** shall provide all the materials, tools and equipment for cleaning and repairing necessary to perform work specified. These materials, tools and equipment are the following:
- 5.5.1. Hot and Cold pressure washer 1,500 psi max/ 40°C or higher;
 - 5.5.2. Wet and Dry HEPA (High-Efficiency Particulate Air) Vacuum Cleaner;
 - 5.5.3. Air compressor 300 cfm;
 - 5.5.4. Sanitizer and Biocides (Government Approved) with Material Safety Data Sheet (MSDS);
 - 5.5.5. Personal Protective Equipment;
 - 5.5.6. Step Ladder;
 - 5.5.7. Fins Comb;
 - 5.5.8. Housekeeping tools, mops, brooms, etc.;

- 5.5.9. Plastic Containers;
 - 5.5.10. Mechanic tools; and
 - 5.5.11. All other materials and tools necessary to accomplish task.
- 5.6. The **CONTRACTOR** shall, in accordance with the terms hereof, maintain the ACU equipment's safety standards on any changes in compliance with the existing governmental authorities, codes and regulations.
 - 5.7. The **CONTRACTOR** shall maintain employee safety as one of its most important concerns. The **CONTRACTOR** shall provide employees with information and supplies such as personal protective equipment (PPE) necessary to comply with the Occupational Safety and Health Act (OSHA). The **CONTRACTOR** shall conduct regular and systematic safety meetings with its employees to discuss new procedures and improve on safety awareness.
 - 5.8. The **CONTRACTOR** must ensure that **NEA** personnel acknowledges the services done on the ACU by securing a signature in the preventive maintenance report. Having the authorized **NEA** personnel sign the preventive maintenance report denotes only that the serviced ACU is in normal operating condition. The **CONTRACTOR** is not relieved from their responsibilities if future defects will occur due to the undertaken preventive maintenance.
 - 5.9. The **CONTRACTOR** will use the services of trained personnel and qualified lead ACU technicians to supply the labor and equip its employees with the correct set of tools and equipment as mentioned above in Section 5.5 in conducting the preventive maintenance. The **CONTRACTOR** shall also supply miscellaneous materials such as oil, greases, chemicals, and cleaning materials, necessary in performing their functions.
 - 5.10. The maintenance crew must be led by certified ACU technicians. Each ACU technician can only be accompanied by a maximum of two (2) "helper" personnel. No "helper" shall take lead in the conduct of works. The **CONTRACTOR** must submit to **NEA** certified copies of the resume/bio-data and/or ACU training-related certificates of all personnel who will work inside the office compound.
 - 5.11. The preventive maintenance and service repair shall be performed by the **CONTRACTOR** on a weekend, a declared non-working day of **NEA** and upon request of the GSD, so as not to hamper the normal operation of **NEA**. All works shall only be performed upon the approval of the General Services Division – Administrative & General Services Section (GSD-AGSS).
 - 5.12. In the event that an emergency maintenance work needs to be performed on a normal working day (weekdays), the **CONTRACTOR** must first coordinate with GSD-AGSS and shall only commence upon the approval of **NEA**.

- 5.13. The **CONTRACTOR** must submit quarterly maintenance service report on maintained ACUs for condition profiling of GSD-AGSS and to serve as baseline data for preparing any necessary maintenance or replacement program of ACU equipment.

6. TERMS AND CONDITIONS

6.1. Submission of Requirements

6.1.1. The **CONTRACTOR** shall submit the following requirements:

- 6.1.1.1. Certificates and other related documents as stated in Section 4 and Section 5.
- 6.1.1.2. Work Plan outlining how the requested services will be conducted.
- 6.1.1.3. Minimum Requirements:
 - 6.1.1.3.1. Valid and current PhilGEPS Registration Certificate;
 - 6.1.1.3.2. Valid and current Tax Clearance issued by the Bureau of Internal Revenue Head Office;
 - 6.1.1.3.3. Valid and Current Mayor's/Business Permit issued by the city or municipality where the principal place of business of prospective bidder is located; and
 - 6.1.1.3.4. DTI, CDA or SEC Registration.

6.2. Site Inspection

The **CONTRACTOR**, at his/her discretion, shall conduct actual site inspection of the project and to be supported by a certification from **NEA**. The **CONTRACTOR** shall notify the **NEA's** General Services Division at least one (1) day in advance of the said site inspection.

6.3. Award

The Lowest Calculated Bid shall be assessed and evaluated by the **NEA's** General Services Division to determine conformity with Section 4 and Section 5 of this Terms of Reference.

6.4. Delivery/Commencement of Services

- 6.4.1. Deliverables shall be delivered to **NEA** Building hereto defined as Project Site, costs to the account of **CONTRACTOR**.
- 6.4.2. Upon delivery of the Services to the Project Site, the **CONTRACTOR** shall notify **NEA** and present the following documents to **NEA** on quarterly basis:

- 6.4.2.1. Original and 4 copies of the **CONTRACTOR's** Invoice showing the Services description, quantity, unit price, and total price;
- 6.4.2.2. Original and 4 copies of Delivery Receipts;
- 6.4.2.3. Original Statement of Accounts;
- 6.4.2.4. Approved Purchaser Order; and
- 6.4.2.5. Warranty Certificate.

For the purpose of these conditions, the **NEA's** representative at the Project Site is **Engr. Geverglo S. Sotto**, unless otherwise revoked by **NEA**.

6.5. Evaluation of Quotations

Quotations shall be compared and evaluated on the basis of complete submission of requirements in accordance with Section 6.1.1.

6.6. Instructions

- 6.6.1. **CONTRACTOR** shall be responsible for the source(s) of its goods/equipment, and shall make the deliveries in accordance with the schedule, and specifications of the award or purchase order. Failure of the **CONTRACTOR** to comply with this provision shall be ground for cancellation of the award or purchase order issued to the **CONTRACTOR**.
- 6.6.2. **CONTRACTOR** shall pick-up the purchase order issued in its favor within three (3) calendar days from date of receipt of Notice to Proceed to that effect. A telephone call, fax transmission or email shall constitute an official notice to the **CONTRACTOR**. Thereafter, if the purchase order remains unclaimed, the purchase order shall be cancelled. To avoid delay in the delivery of the requesting agency's requirements, all defaulting **CONTRACTOR** shall be precluded from proposing or submitting substitute quotation(s) or item(s).
- 6.6.3. A **CONTRACTOR** who accepted a purchase order but failed to deliver the required Goods/Services within the time called for in the purchase order shall be disqualified from participating in **NEA's** future procurement activities. This is without prejudice to the imposition of other sanctions prescribed under R.A. 9184 and its IRR against the **CONTRACTOR**.
- 6.6.4. Rejected deliveries shall be construed as non-delivery, and shall be replaced by the **CONTRACTOR** subject to liquidated damages for delayed deliveries.

6.6.5. All transaction are subject to withholding of credible Value Added Tax and/or Expanded Value Added Tax per revenue regulation(s) of the Bureau of Internal Revenue.

6.7. Liquidated Damages

A penalty of one-tenth of one percent (0.001) of the total value of the undelivered Goods/Services shall be charged as liquidated damages for every day of delay of the delivery of the purchased Goods/Services.

6.8. Warranty

6.8.1. The **CONTRACTOR** warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by **NEA** provides otherwise.

6.8.2. The **CONTRACTOR** further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the **CONTRACTOR** that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

6.9. Payment

6.9.1. Payment to the **CONTRACTOR** will be made only for the actual accomplishment and/or material utilized, certified by **NEA** as performed by the **CONTRACTOR** in compliance with this Contract.

7. RESPONSIBILITIES OF NEA

7.1. Shall monitor the work done by the **CONTRACTOR** to ensure that the **CONTRACTOR** complies with the specifications and conditions of the contract.

7.2. Shall keep the ACUs in the proper operating condition at all time, as recommended by the **CONTRACTOR** and inform **CONTRACTOR** for the operating status from time to time.

7.3. Inform **CONTRACTOR** of any ACU relocation. Reinstallation/relocation may be delegated to the **CONTRACTOR** at standard service rate upon receipt of the of an official order number.

7.4. Give the technical crew of the **CONTRACTOR** full and free access to the ACU equipment and associated location such as rooms, lobbies, offices, and all areas to make necessary findings with the presence of the GSD-AGSS personnel.

- 7.5. Shall not direct or permit the repair, alteration, replacement nor allow interference with any of the ACU parts other than the **CONTRACTOR** employees or sub-contractors for safety purposes.
- 7.6. Shall immediately report any details of unsatisfactory running or irregular performance of the ACU after the conduct of maintenance works to the respective technical group of the **CONTRACTOR** who, in turn, must immediately respond within 24 hours to address the concern.
- 7.7. Shall take all such steps, as may be necessary, to ensure the safety of any of **CONTRACTOR's** representatives who visit the equipment site.

8. ACCOUNTABILITIES OF THE CONTRACTOR

- 8.1. The **CONTRACTOR** shall be liable for any losses and/or damages to persons or property including properties of private entities located within the premises of **NEA**, due to the fault or negligence of the **CONTRACTOR** during the conduct of its service. The **CONTRACTOR** has an option of paying the cost of damages for the repair works, re-installation or dismantling of the damaged unit.
- 8.2. Emergency calls, complaints or trouble notices from **NEA** are non-billable on cases when the cited problem is caused by deficiency/failure of previous maintenance done by the **CONTRACTOR** and must immediately be corrected accordingly.
- 8.3. The **CONTRACTOR** hereto agrees that its crew may be subjected to an on-the-spot search/inspection by **NEA's** security guards-on-duty whenever entering and/or leaving the premises.
- 8.4. This Term of Reference will not, in any way, be construed as a contract for insurance against accident or damage. The **CONTRACTOR** must maintain insurance for its own employees or contractors against all claims that it may be responsible.
- 8.5. The **CONTRACTOR** must not assume or accept possession or management of any part of the air conditioning equipment, for **NEA** remains the exclusive owner thereof.