

## TERMS OF REFERENCE FOR THE SUPPLY AND MAINTENANCE OF WATER DISPENSER

### 1. BACKGROUND

Relative to the efforts of DTI HRAS to promote the welfare of its employees, HRAS would like to address the need to supply a clean and safe drinkable water to its employees and promote an eco-friendly environment by reducing the dependence of using plastic bottles.

### 2. OBJECTIVE

HRAS would like to obtain supply of water dispensers and five stage purifiers in the following building/areas:

BUILDING	AREA	UNIT	QTY
DTI Main Office	GF	Hot & Cold Water Dispenser with Five stages purifier (20 inches)	1
DTI Main Office	2F	Hot & Cold Water Dispenser with Five stages purifier (20 inches)	1
DTI Main Office	3F	Hot & Cold Water Dispenser with Five stages purifier (20 inches)	1
DTI Main Office	4F	Hot & Cold Water Dispenser with Five stages purifier (20 inches)	1
DTI Main Office	5F	Hot & Cold Water Dispenser with Five stages purifier (20 inches)	1
DTI Main Office	6F	Hot & Cold Water Dispenser with Five stages purifier (20 inches)	1
BOI Building	4F	Hot & Cold Water Dispenser with Five stages purifier (20 inches)	1
DTI Main Office	GF	Regular drinking fountain with purifier	1

### 3. PERIOD OF SERVICE

This TOR shall commence on January 2022 and shall end on December 2022.

### 4. SUPPLIER QUALIFICATIONS

The Outsourced Service Provider shall be engaged in the business continuously for the past five (5) years or more, in the sales, supply and installation of drinking water stations (dispenser-hot & cold) and five stages purifiers (20 inches) in at least three (3) agencies/companies.

### 5. SCOPE OF WORKS & EXPECTED OUTPUT

5.1 The Outsourced Service Provider shall provide drinking water stations (hot & cold dispenser and regular drinking fountain with five stages purifier (20 inches) that dispenses hot & cold, fresh and purified drinking water; and where its office is protected by a mouth guard. These stations are located in designated areas where it is accessible to all employees.

- 5.2 The Outsourced Service Provider shall ensure that all drinking water station units are well maintained and functioning properly.
- 5.3 The Outsourced Service Provider shall perform a once a month maintenance service to all drinking water stations and its corresponding purifiers provided herein. Maintenance shall be conducted based on the approved set schedule agreed upon by the DTI General Services Division and Outsourced Service Provider. The maintenance and repair service of any damage occasioned by ordinary wear & tear at its own expense including the replacement of any parts, shall be charged to the Service Provider. Any required repair shop, and provision of temporary service unit(s) due to maintenance/repair shall be provided by the Outsource Service Provider for both the water dispenser/drinking fountain and its purifiers.
- 5.4 For health and safety reasons, the Outsourced Service Provider shall charge the drinking water stations filter on a quarterly basis. The replacement of cartridges and other consumables shall be charged to the Outsourced Service Provider.
- 5.5 The Outsourced Service Provider shall render additional cleaning/flushing at no extra cost to DTI in the event of water contamination or damage which includes but not limited to, uncontrolled calamities or malfunction of pipes due to uncontrollable circumstances, that may occur during the service period.
- 5.6 The DTI shall not be responsible for any loss, damage or breakdown as a result of calamities such as flood, earthquake, storm or other causes beyond human control.
- 5.7 The Outsourced Service Provider shall provide technical methods and service professionals/technicians who will maintain the units and purifiers.
- 5.8 The water supply for the drinking fountain shall be supplied or provided by the DTI.

## **6. OTHER TERMS**

- 6.1 The Outsourced Service Provider shall provide one (1) year Limited Warranty on the refrigeration system of the unit. Electrical components and water system should be under warranty for (12) months from the date of installation.
- 6.2 The Outsourced Service Provider shall submit the following:
  - 6.2.1 Financial bid (in Philippine Peso) which shall not exceed the Approved Budget of the Contract (ABC).
  - 6.2.2 Copy of valid and current DTI or SEC registration.
- 6.3 A Work Order will be awarded to the bidder who met all the requirements and have submitted a lowest calculated quotation.
- 6.4 The commencement of services according to the Terms of Reference shall be executed within three (3) calendar days from date of receipt of Notice to proceed.
- 6.5 A penalty equivalent to one tenth of one percent (0.001) if the total value of the undelivered goods or services shall be charged as liquidated damages for every day of delay of delivery of purchased goods/services.
- 6.6 All prices quoted are to include all applicable taxes, materials, supplies and labor costs to perform the stated tasks in this TOR.

## **7. APPROVED BUDGET**

The approved budget for the whole duration of the contract (1 year) is Four Hundred Thirty Five Thousand only (P 435,000.00), inclusive of all taxes.

**8. TERMS OF PAYMENT**

The Service Fee shall be paid by the DTI to the Outsourced Service provider on a monthly basis. Payment shall be made within 15 working days upon receipt of the Outsourced Service Provider's monthly Statement of Account.

**9. INDEPENDENT CONTRACTOR**

9.1 The Company is an independent contractor and the relation between DTI and the Company is that of client-independent contractor. The Company is neither an agent nor an employee of DTI. No employer-employee relationship exists between the Company and the DTI.

9.2 No Assigned Personnel shall be deemed to be employee or agent of the DTI.

**10. AMENDMENTS/MODIFICATIONS**

Unless otherwise provided herein, this TOR may be amended or supplemented only by the written TOR of the Parties through their duly authorized officers or representatives.

**11. DISPUTE RESOLUTION**

In the event of dispute arising out of or related to this TOR, the same shall be settled amicably between the parties. In case the parties failed to settle their dispute, the parties agree to bring the same exclusively before the court of proper jurisdiction in the City of Makati.

**12. SEPARABILITY**

In the event that any term or condition of this TOR shall be determined by a competent court to be invalid, in conflict with, or unenforceable under any law, rule or regulation of the Government or any subdivision thereof, such term or condition shall be deemed stricken from this TOR, but such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this TOR.

**13. GOVERNING LAW**

This TOR shall be governed by and construed for all purposes in accordance with Philippine law.

**14. EFFECTIVITY**

This TOR shall take effect upon the execution hereof and shall continue to have full force and effect until the expiration or termination of this TOR.

**15. MISCELLANEOUS PROVISIONS**

15.1 Notice required to be served under this TOR shall be made in writing and sent to the address of the party indicated in this TOR or to such other address designated by the parties in writing.

15.2 This TOR shall insure to the benefit of and be binding upon the parties and their respective successors and assigns.

15.3 The terms and conditions herein contained, together with the terms and conditions of the other documents referred to herein, constitute the entire TOR between the Parties relating to the subject matter hereof and shall supersede all previous communications, oral or written, between the Parties with respect to the same.

15.4 Bid Documents shall form part of this TOR.