TERMS OF REFERENCE

Provision of Purified Drinking Water

I. INTRODUCTION

1. The Philippine Ports Authority (PPA) Port Management Office (PMO) NCR-South intends to procure a qualified, duly licensed, and compliant Supplier for the **Provision of Purified Drinking Water**, inclusive of the provision, installation, and maintenance of hot and cold water dispenser units, for a period of twelve (12) months.

2. This procurement is intended to ensure the continuous availability of **safe, potable, and quality-assured drinking water** for PPA personnel and visitors, in compliance with applicable laws, rules, and regulations, and aligned with PPA's Integrated Management Systems (IMS) covering **Quality Management (ISO 9001), Environmental Management (ISO 14001), and Occupational Health and Safety (ISO 45001)**.

3. The Supplier shall enter into a Contract/Agreement with PPA PMO NCR-South under the terms and conditions herein stipulated.

4. The procurement shall be undertaken through Small Value Procurement in accordance with Section 34.1 of the IRR of Republic Act No. 12009 (New Government Procurement Act), and subject to applicable GPPB environmental and sustainability requirements.

II. SCOPE AND COVERAGE

The procurement shall cover the supply, delivery, and servicing of purified drinking water for PMO NCR-South for a period of twelve (12) consecutive months, inclusive of:

- Regular delivery of purified drinking water.
- Free-of-use hot and cold water dispensers.
- Preventive and corrective maintenance of dispenser units.
- Submission of required water quality and service compliance documentation.

III. TECHNICAL AND SERVICE REQUIREMENTS

1. Water Supply and Delivery

1.1 The Supplier shall deliver clean, safe, and potable purified drinking water compliant with Department of Health (DOH) standards.

1.2 Delivery shall be at a minimum of twenty-five (25) containers of five (5) gallons per day, not exceeding the approved annual quantity covered by the ABC/contract.

1.3 Deliveries shall be made in accordance with the schedule agreed upon with PMO NCR-South to ensure uninterrupted water availability.

2. Water Dispense Units

2.1 The Supplier shall provide twenty-five (25) fully functional hot and cold water dispenser units, free of charge, for the entire duration of the contract, in accordance with Annex "A" – Distribution List.

2.2 All dispenser units shall be:

2.2.1 Safe and electrically compliant.

2.2.2 Free from overheating, leakage, or spill hazards.

2.2.3 Properly sanitized prior to deployment.

3. Preventive Maintenance and Sanitation

3.1 The Supplier shall conduct preventive maintenance, cleaning, and sanitation of all dispenser units at least once a month, every 2nd Saturday of each month, or as may be approved by PMO NCR South.

3.2 A Maintenance Service Report, duly signed and attested by the authorized representative of the General Services Unit (GSU), shall be submitted as proof of compliance.

4. Repair and Replacement

4.1 The Supplier shall respond to repair calls **within the same day or the next working day** from receipt of notice.

4.2 Defective units that cannot be repaired shall be **replaced within forty-eight (48) hours** at no cost to the Procuring Entity.

5. **Water Quality Assurance**

5.1 The Supplier shall submit a **Monthly Water Analysis Report** issued by a **Water Testing Laboratory with valid DOH accreditation.**

5.2 Results shall demonstrate compliance with microbiological and physiochemical standards prescribed by the DOH.

IV. PRODUCT SPECIFICATIONS AND STANDARDS

1. Purified drinking water shall strictly comply with the Philippine National Standards for Drinking Water (PNSDW).

2. Required laboratory tests include:

   2.1 Monthly Microbiological Analysis.
   2.2 Annual Physiochemical Analysis.

3. Water containers shall be:

   3.1 Food-grade, non-toxic, reusable.
   3.2 Tamper-proof, dent-free, and leak-free.
   3.3 Properly sealed to prevent contamination during handling, transport, and storage.

V. PRICING

The unit price per five (5)-gallon container of purified drinking water shall not exceed Forty-Two Pesos (Php42.00).

VI. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is Four Hundred Forty-Three Thousand Five Hundred Twenty Pesos (Php443,520.00), inclusive of all applicable government taxes, duties, and incidental service charges.

VII. TERMS OF PAYMENT

Payment shall be made with fifteen (15) working days from receipt of complete and correct billing documents for the preceding month, subject to existing accounting and auditing rules, and upon submission of documents to Property and Supply Unit as follows:

1. Billing Statement based on actual deliveries.
2. Summary of Delivery Receipts.
3. Copy of Monthly Water Analysis Report.
4. Proof of Monthly Dispenser Maintenance duly attested by the General Services Unit.

VIII. LIQUIDATED DAMAGES

In accordance with 71.1.4 of the IRR of Republic Act No. 12009, the Supplier shall be liable for payment of liquidated damages in case of breach of contract or failure to comply with the provisions of this TOR, equivalent to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay.

Once the liquidated damages reach ten percent (10%) of the total contract amount, the Procuring Entity may terminate or rescind the contract, without prejudice to other legal remedies.

IX. OTHER TERMS AND CONDITIONS

1. The Supplier shall comply with all applicable laws and regulations, including but not limited to:

    1.1. Code of Sanitation of the Philippines.
    1.2. DOH Administrative Order No. 2007-0012, PNSDW.
    1.3. Environmental, labor, and occupational safety laws.

2. The Supplier shall secure and maintain all necessary permits, licenses, and accreditations required for the lawful operation of its business.

3. The Supplier shall immediately notify PMO NCR-South of any actual or potential disruption in delivery or service.

4. All services shall be performed in a manner consistent with IMS requirements, including risk-based thinking, service continuity, environmental protection, and workplace safety.

5. All payment shall be subject to existing Bureau of Internal Revenue (BIR) tax rules and regulations.

Prepared by:

AMBROCIO O. ILAO
RMD, Manager

Noted by:

CATHERINE R. ESTO
Port Manager

ANNEX "A"

DISTRIBUTION LIST: HOT & COLD-WATER DISPENSERS

AREA/ ORGANIZATIONAL UNIT	No. of Dispenser/s
Ground Floor	
1. **Administrative Section – Personnel Unit**	**1**
2. **Administrative Section – Records Unit**	**1**
3. **Administrative Section – General Services Unit**	**1**
4. **Administrative Section – Supply Unit**	**1**
5. **OPM – Marine Unit**	**2**
6. **Finance – Cashiering**	**1**
7. **Port Police Division (PPD)**	**2**
8. **OPM – Environmental /Safety Unit**	**1**
2nd Floor	
9. **Office of the Port Manager (OPM)**	**3**
10. **OPM-Legal Office**	**1**
11. **OPM – Statistics Unit**	**1**
12. **Finance – VRMU**	**1**
13. **Finance Section**	**1**
14. **Resource Management Division (RMD)**	**1**
15. **Real Estate Management Division (REMD)**	**2**
16. **Office of the Commission on Audit (COA)**	**1**
TERMINALS	
17. **Terminal Management Office (TMO) Pasig**	**2**
18. **Manila International Container Terminal (MICT)**	**2**