



## REQUEST FOR QUOTATION (RFQ)

1. The Philippine Ports Authority - Port Management Office of Batangas (PPA-PMOB) through its Bids and Awards Committee (BAC) will undertake procurement for the **Contract for the Supply and Delivery of Purified Drinking Water for PMO Batangas** in accordance with **Section 53.9, Small Value Procurement**, of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184. The details of the project are the following:

- a. Name of Project : **Contract for the Supply and Delivery of Purified Drinking Water for PMO Batangas**
- b. Reference No. : **BAC-BGS-013A-2024**
- c. Approved Budget for the Contract (ABC) : **Php 238,400.00**
- d. Source of Fund : **PPA Corporate Funds**
- e. Item Description :

Item No.	Qty.	Unit	Item Description	Unit Cost	Total Amount (in Php)
1	5,460	Jug	Supply and Delivery of 5-Gallon Jug Purified Drinking Water	40.00	<b>218,400.00</b>
2	1,000	Bottle	Supply and Delivery of 350ml Purified Drinking Water	20.00	<b>20,000.00</b>
<b>TOTAL ABC in Php (VAT inclusive)</b>					<b>238,400.00</b>

- f. Delivery Period : **Per order of PPA-PMOB**
- g. Duration : **Twelve (12) months**
2. The duly conformed **Terms of Reference (TOR) (Annex "A")**, duly accomplished **Price Quotation Form (Annex "B")**, and **Omnibus Sworn Statement (Annex "C")** together with the **CERTIFIED TRUE COPY** of the following documents may be placed in a sealed envelope and submitted in accordance with **Item No. 3** hereof:
- a. Registration Certificate (e.g. DTI for sole proprietorship, SEC, etc.)
- b. Valid Mayor's Permit
- c. Valid PhilGEPS Registration Number;
- d. BIR Certificate of Registration
- g. Proof that the quality of the processed water passed the Philippine National Standards for Drinking Water (PNSDW) as certified by DOH-accredited laboratory **as of January 2024**.

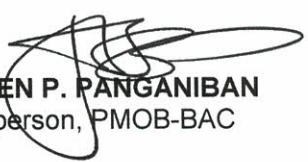
- All quotations shall be submitted in a sealed envelope by mail, courier or hand carried to the PMOB-BAC on or before **9:00 a.m. of 12 March 2024** at the **Legal Unit, 6/F, PPA Administration Building, Port Access Road, Calicanto, Batangas City** addressed to:

**COMPANY:** (Indicate the name of the Company)  
**NAME OF PROJECT:** (Indicate the name of the Project)

**JEFREN P. PANGANIBAN**  
Chairperson, PMOB-BAC  
Philippine Ports Authority  
Port Management Office of Batangas  
PPA Administration Building,  
Port Access Road, Calicanto,  
Batangas City 4200

Failure to comply with the instructions and to submit the required documents shall be ground for disqualification.

- Prospective bidder shall be a duly licensed Filipino citizens/sole proprietorship; partnerships, organizations, cooperatives duly organized under laws of the Philippines or a joint venture with at least sixty percent (60%) interest or outstanding capital stock belongs to Filipino Business partner.
- All quotations shall be inclusive of the applicable Value Added Tax (VAT) and shall be valid for a period of ninety (90) calendar days from the deadline of submission of quotations
- Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the signatory or his/her duly authorized representative/s.
- The project shall be awarded to the winning supplier determined to be the Single or Lowest Calculated and Responsive Quotation.
- Liquidated damages equivalent to one tenth (1/10) of one percent (1%) of the value of Purchase Order not completed within the prescribed completion period shall be imposed per day to day of delay. The PPA may rescind the agreement once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of purchase order, without prejudice to other courses of action and remedies open to it.
- A warranty security shall be required from the winning bidder for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring entity of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period. Provided, however, that the supplies delivered are free from patent and latent defects.
- The contractor/service provider must have a functional OSH policy and program as provided in pertinent rules and regulations.
- For the information, you may contact **Genesis Arn A Bool**, Head, BAC Secretariat at Telephone No. **(043) 723-7214**.

  
**JEFREN P. PANGANIBAN**  
Chairperson, PMOB-BAC

# TERMS OF REFERENCE

## For the Contract for the Supply and Delivery of Purified Drinking Water for PMO Batangas

### 1. RATIONALE

This Terms of Reference (TOR) shall serve as guide to the parties interested to participate for the **Contract for the Supply and Delivery of Purified Drinking Water for PMO Batangas**.

### 2. OBJECTIVES

2.1. To ensure continuous supply of clean purified drinking water for PMO Batangas; and,

2.2. To engage the services of a competent supplier for the **Contract for the Supply and Delivery of Purified Drinking Water for PMO Batangas** in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations.

### 3. SCOPE OF UNDERTAKING

3.1. **Location.** The areas to be provided with dispensers are the following:

Location		No. of Dispensers
<b>PPA Administration Building</b>		
7 <sup>th</sup> Floor	Vessel Traffic Services Division	1
	Conference Room	1
	Training Room	1
6 <sup>th</sup> Floor	Office of the Port Manager	2
	BDMO	1
	Executive Assistant	1
	Legal	1
	FRATT	1
5 <sup>th</sup> Floor	Engineering Services Division	1
	Port Services Division	1
4 <sup>th</sup> Floor	Administrative Division	2
	Finance Division	2
3 <sup>rd</sup> Floor	COA	1
Ground Floor	Port Police Division	1
	Lobby	1
<b>Port of Batangas - Baseport</b>		
	PMOB Guest House	1
	Terminal Section	1
	Marine Section	1
	Cashier / Collecting	1
	PPD Head Quarters	1
	Main Gate	1
<b>Port of Bauan</b>		
	TMO Bauan	1
	<b>TOTAL</b>	<b>25</b>

### 3.2. Scope of Work

- 3.2.1. Delivery of purified drinking water which has undergone Water Purification process with a minimum of Twenty-Four (24) stages;
- 3.2.2. Provision of hot and cold compressor cooling water dispenser;
- 3.2.3. Maintenance and cleaning of water dispensers on a monthly basis or per advise from PPA authorized representative, free of charge;
- 3.2.4. Delivery during Office Hours, Monday to Sunday, between 8:00 AM to 5:00 PM, as advised by any of the divisions/offices mentioned in Item 3.1;
- 3.2.5. Such other work necessary to ensure efficient delivery of the project.

### 4. TECHNICAL REQUIREMENTS

Description	Quantity	Unit	Delivery Schedule
<b>Purified Drinking Water (5-gallon round container and slim container with faucet)</b> (clean and clear containers)	Per order	Container	Weekly basis as per order of PPA PMOB
<b>Bottled Water 350ml</b> (clean and clear bottles)	Per order	Bottle	As per order of PPA PMOB
<b>Hot and Cold Compressor Cooling Water Dispenser</b> (clean and in good working condition)	25 (at least 10 units are brand new)	Units	1 year / 12 months

### 5. TERMS AND CONDITIONS

#### 5.1. Obligations and Responsibilities of the SUPPLIER

- 5.1.1. Sees to it that SUPPLIER's personnel assigned to deliver shall be tidy and neat, and shall wear appropriate clothing. They shall at all times wear their employees Identification Card and Port Access Pass;
- 5.1.2. The SUPPLIER shall repair any defective dispenser unit immediately or replace the same. The replacement dispenser unit must be clean and in good condition which may be rejected by PPA if found in the contrary;
- 5.1.3. The SUPPLIER guarantees and warrants the availability and cleanliness of all purified drinking water and water dispensers;
- 5.1.4. All 5-gallon containers and slim containers with faucet to be delivered shall be properly sealed. The SUPPLIER shall also check/inspect containers of purified drinking water before delivery to ensure its cleanliness;
- 5.1.5. The SUPPLIER shall submit on monthly basis the result(s) of laboratory analysis done by a DOH-accredited laboratory on purified water samples obtained from the plant, that same has passed the Philippine National Standards for Drinking Water (PNSDW), at the expense of supplier;
- 5.1.6. The PPA shall not in any way be liable or responsible for any physical injury or damages, including death sustained or caused by any of the employees of the SUPPLIER whether or not occurring by any of the performance of their duties. The SUPPLIER agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by failure, negligence or conduct of the SUPPLIER arising out of or in connection with or on the occasion of the

performance of this agreement. The SUPPLIER shall at all times, stand solely liable and responsible for the enforcement of, and compliance with all existing laws, rules and regulation and binds itself to save and hold PPA free and harmless from any and all liabilities, losses, damages, judgments, fines and penalties arising from and by reason of thus Terms of Reference (TOR) and its implementation.

- 5.1.7. Pay the salaries of their employees and provide them the benefits provided by existing laws and regulations;
- 5.1.8. Pay taxes in full and on time. Failure to do so will entitle the PPA to rescind the contract/P.O with the SUPPLIER;
- 5.1.9. No Employer – Employee relationship between PPA and the personnel assigned to it shall exist. Said personnel are to be considered employees of the SUPPLIER;
- 5.1.10. To guarantee the faithful performance of the winning SUPPLIER of its obligations under the contract, it shall post a Performance Security in any of the following forms:

Form of Security	Minimum Amount % of Total Contract Price
Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit	Five Percent (5%)
Bank guarantee	Five Percent (5%)
Surety Bond	Thirty Percent (30%)

- 5.1.11. The SUPPLIER guarantees and warrants availability of all equipment, tools, materials, supplies and accessories to be delivered and used in the rendition of service under the Contract. It shall in its own account and expense rectify any defect(s) which may be discovered in accordance with the provision of Section 62 of the Revised IRR of R.A. 9184;
- 5.1.12. The SUPPLIER agrees and obligates itself to restore to its original condition, on its own account, any facility belonging to PPA and / or public and private property which are damaged or in any manner adversely affected by the SUPPLIER in connection with the performance of its obligations under the Contract;
- 5.1.13. The SUPPLIER agrees and binds itself to hold PPA free and blameless from any damage, claims, liabilities or legal actions which may be brought by any third party whomsoever by reason of this Contract;
- 5.1.14. The SUPPLIER shall strictly comply with all existing PPA rules, regulations, policies and guidelines;
- 5.1.15. The SUPPLIER shall provide sufficient number of personnel, on its own account, in connection with the performance of its obligations under the Contract, that possess the following qualification requirements:
  - 5.1.15.1. Should be physically and mentally fit to work;
  - 5.1.15.2. Must be of good moral character; and
  - 5.1.15.3. Should not have been held liable/convicted, criminally or administratively before any court, tribunal, or quasi-judicial agency.

**5.2. Rights of the Philippine Ports Authority**

- 5.2.1. Grant the SUPPLIER the sole and exclusive **Contract for the Supply and Delivery of Purified Drinking Water for PMO Batangas.**
- 5.2.2. PPA may bring randomly selected sealed jug/s to Prime Water/Batangas City Water District (BCWD) for laboratory analysis. The random of jug/s shall be witnessed by a representative from PPA and Supplier, and both shall sign on the seal to ensure that

the jug/s will not be tampered. Its opening at Prime Water/BCWD shall be witnessed by both parties.

- 5.2.3. PPA shall require the SUPPLIER the immediate replacement of any delivered jugs found to have impurities/foreign objects.
- 5.2.4. PPA may request for the removal/change of personnel who violated existing laws, PPA rules and regulations and those who are found incompetent.
- 5.2.5. PPA may rescind the contract/P.O in case of violations of the conditions of this TOR.

## 6. DURATION OF CONTRACT

The duration of contract shall be for a period of twelve (12) months from the date of execution of contract.

## 7. PARAMETERS FOR PAYMENT

7.1. For and in consideration of the full, satisfactory and faithful performance by the SUPPLIER of all its undertaking defined and provided for under this Terms of Reference (TOR), the Authority agrees to pay the amount prescribed on the agreement signed inclusive of 12% Value Added Tax, payment to be made monthly computed on daily basis at the unit bid price of work, actually performed, upon submission of the following supporting documents:

- 7.1.1. Statement of Account;
- 7.1.2. Delivery Receipt and Invoice duly signed by PPA representative;
- 7.1.3. Result of monthly laboratory analysis from DOH-accredited laboratory;

7.2. Any or all payment/s to be made shall be subjected to existing accounting and auditing rules and regulations.

Prepared by:

  
**MARGARITA EMELYN B VILLAMOR**  
End-User / Division Manager A, Administrative Division

Noted by:

  
**JOSELITO O SINOCRUZ PhD**  
Port Manager

Conforme:

\_\_\_\_\_  
Authorized Signatory

## Price Quotation Form

Date: \_\_\_\_\_

**JEFREN P. PANGANIBAN**  
 Chairperson, PMOB-BAC  
 Philippine Ports Authority  
 Port Management Office of Batangas  
 PPA Administration Building,  
 Port Access Road, Calicanto,  
 Batangas City 4200

Dear **Mr. Panganiban**,

We hereby submit our quotation for the procurement of the project, entitled: **Contract for the Supply and Delivery of Purified Drinking Water for PMO Batangas** to wit:

Item No.	Qty.	Unit	Item Description	Unit Cost	Total Amount (in Php)
1	5,460	Jug	Supply and Delivery of 5-Gallon Jug Purified Drinking Water		
2	1,000	Bottle	Supply and Delivery of 350ml Purified Drinking Water		
<b>TOTAL AMOUNT in Php (VAT inclusive)</b>					

The above quoted prices are inclusive of all costs and applicable taxes.

Very truly yours,

\_\_\_\_\_  
*Name / Position / Signature of Authorized Representative Over Printed Name*

\_\_\_\_\_  
*Name of Company*

\_\_\_\_\_  
*Company Address*

\_\_\_\_\_  
*Contact Number*

\_\_\_\_\_  
*Email Address*

## Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )  
 CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, \_\_\_\_\_, of legal age, \_\_\_\_\_, \_\_\_\_\_, and residing at  
 [Name of Affiant] [Civil Status] [Nationality]

[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 \_\_\_\_\_ with  
 [Name of Bidder] 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 \_\_\_\_\_, as shown in the attached \_\_\_\_\_  
 [Name of the Procuring Entity] [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. \_\_\_\_\_ is not "blacklisted" or barred from bidding by the**  
 [Name of Bidder]

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 approved 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. \_\_\_\_\_ is authorizing the Head of the Procuring Entity**  
 [Name of Bidder]  
 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, 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, 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]

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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her \_\_\_\_\_, with his/her photograph and signature appearing thereon,

[insert type of government identification card used]  
with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of \_\_\_\_\_.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

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