



## REQUEST FOR QUOTATION (RFQ)

1. The Philippine Ports Authority - Port Management Office of Batangas (PPA-PMOB) through its Bids and Awards Committee (PMOB-BAC) will undertake rebidding for the **Contract for the Work Environment Measurement (WEM) at PMO Building, PPA Offices at Old Administration Building and PPD Headquarters** 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 Work Environment Measurement (WEM) at PMO Building, PPA Offices at Old Administration Building and PPD Headquarters**
- b. Reference No. : **BAC-BGS-023A-2024 (Rebidding)**
- c. Approved Budget for the Contract (ABC) : **Php 115,300.00**
- d. Source of Fund : **PPA Corporate Funds**
- e. Item Description/ Specification :

Item No.	Qty.	Unit	Item Description / Technical Specification	Unit Cost	Total Amount (in Php)
1	1	lot	Contract for the Work Environment Measurement (WEM) at PMO Building, PPA Offices at Old Administration Building and PPD Headquarters  <i>See Terms of Reference – Annex "A"</i>	115,300.00	115,300.00
<b>TOTAL Amount (in Php)</b>					<b>115,300.00</b>

Quotations received in excess of the Approved Budget for the Contract (ABC) shall be automatically rejected.

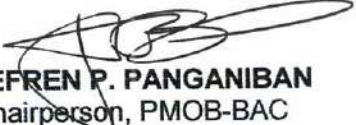
- f. Delivery Site : **PPA Administration Building, Port Access Road, Calicanto, Batangas City**  
**PPA Old Administrative Building, Brgy. Sta. Clara, Batangas City**  
**PPD Headquarters, Brgy. Sta. Clara, Batangas City**
- g. Delivery Period : **Within THIRTY (30) days upon receipt of a written Notice to Proceed. Administrative penalties pursuant to Sec. 69 of the 2016 Revised IRR of R.A. 9184 shall be imposed for non-delivery without reason.**
2. The duly conformed **Terms of Reference (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: a) Valid Mayor's / Business permit; and b) Valid PhilGEPS Registration / Registration Number, 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 26 April 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.

3. 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.
4. 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
5. 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.
6. The project shall be awarded to the winning supplier determined to be the Single or Lowest Calculated and Responsive Quotation.
7. 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.
8. 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.
9. The contractor/service provider must have a functional OSH policy and program as provided in pertinent rules and regulations.
10. For the information, you may contact BAC Secretariat Head at Telephone No. **(043) 723-7214**.

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

# TERMS OF REFERENCE

For the Contract for the Work Environment Measurement (WEM) at PMO Building, PPA Offices at Old Administration Building and PPD Headquarters

## 1. RATIONALE

This Terms of Reference (TOR) shall serve as guide to the parties interested to participate for the **Contract for the Work Environment Measurement (WEM) at PMO Building, PPA Offices at Old Administration Building and PPD Headquarters**.

## 2. OBJECTIVES

- 2.1. To comply the requirements embodied in Rule 1077, Occupational Safety and Health Standards of the Department of Labor and Employment and Section V.1.f of the CSC-DOH-DOLE Joint Memorandum Circular No.1 Series of 2020, Guidelines for on Occupational Safety and Health Standards for the Public Sector;
- 2.2. To ensure the provision of reasonable working condition for all employees of PMO Batangas;
- 2.3. To continuously improve workplace environment in all offices consistent with the implementation of the Integrated Management System at PMO Batangas; and
- 2.4. To engage the services of a competent supplier for the **Contract for the Work Environment Measurement (WEM) at PMO Building, PPA Offices at Old Administration Building and PPD Headquarters** 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 covered by the Work Environment Measurement (WEM), including the parameters to be measured, are the following:

Location	Sampling Points/Area	Parameters
Ground Floor	2	Category IA- Illumination, Noise, Heat/Ambient Temperature
Third Floor	3	
Fourth Floor	2	
Fifth Floor	2	Category IC – Measurement of general and local exhaust ventilation
Sixth Floor	3	
Seventh Floor	1	
PPA Old Administrative Building	3	
Port Police Headquarters	1	

### 3.2. Scope of Work

- 3.2.1. Preparation of Pre-WEM requirements;
- 3.2.2. Submission of Pre-WEM requirements to Occupational Safety and Health Center - OSHC-ECD;
- 3.2.3. Conduct WEM in the sampling points/area using Category 1A and 1C parameters specified in Section 3.1 of this document;
- 3.2.4. Submission of Post-Test Report and Draft/Working Documents to OSHC-ECD
- 3.2.5. Submission of WEM Report to OSHC-ECD for validation

- 3.2.6. Submission of WEM Report to the PPA-PMO Batangas
- 3.2.7. Supply all technical personnel/staff for the conduct of Work Environment Measurement;
- 3.2.8. All personnel/staff to be assigned to undertake the services should be all professionals, reputable, and qualified to perform the services required;
- 3.2.9. Provide all equipment and other consumables necessary to proceed with the conduct of activity;
- 3.2.10. All services should be done in an efficient, effective, expeditious, safe, and workmanlike manner, in accordance with the requirements of the highest standards of the industry;
- 3.2.11. All tools, equipment, supplies, and materials used to complete the services should meet the Original Equipment Manufacturer (OEM) standards.
- 3.2.12. Such other work necessary to ensure efficient delivery of the project.

#### **4. TECHNICAL REQUIREMENTS**

- 4.1. Supply all technical personnel/staff for the conduct of Work Environment Measurement;
- 4.2. All personnel/staff to be assigned to undertake the services should be all professionals, reputable, and qualified to perform the services required;
- 4.3. Provide all equipment and other consumables necessary to proceed with the conduct of activity;
- 4.4. All services should be done in an efficient, effective, expeditious, safe, and workmanlike manner, in accordance with the requirements of the highest standards of the industry;
- 4.5. All tools, equipment, supplies, and materials used to complete the services should meet the Original Equipment Manufacturer (OEM) standards.

#### **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 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.
- 5.1.3. Pay the salaries of their employees and provide them the benefits provided by existing laws and regulations;

- 5.1.4. Pay taxes in full and on time. Failure to do so will entitle the PPA to rescind the contract/P.O with the SUPPLIER;
- 5.1.5. No Employer – Employee relationship between PPA and the personnel assigned to it shall exist. Said personnel are to be considered employees of the SUPPLIER;
- 5.1.6. 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%)

- 5.1.7. 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;
- 5.1.8. 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;
- 5.1.9. 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;
- 5.1.10. The SUPPLIER shall strictly comply with all existing PPA rules, regulations, policies and guidelines;
- 5.1.11. 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:
  - 5.1.11.1. Should be physically and mentally fit to work;
  - 5.1.11.2. Must be of good moral character; and
  - 5.1.11.3. 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 Work Environment Measurement (WEM) at PMO Building, PPA Offices at Old Administration Building and PPD Headquarters.**
- 5.2.2. PPA may request for the removal/change of personnel who violated existing laws, PPA rules and regulations and those who are found incompetent.
- 5.2.3. 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 within **THIRTY (30) calendar days** to be reckoned from the date of receipt of Notice to Proceed (NTP). Administrative penalties pursuant to Sec. 69 of the 2016 Revised IRR of R.A. 9184 shall be imposed for non-delivery without reason.

## 7. PARAMETERS FOR PAYMENT

For and in consideration of the full, satisfactory and faithful performance by the winning supplier of its undertaking defined and provided under this Terms of Reference and contract documents, and upon acceptance of PPA through its authorized personnel, PPA agrees to pay the full amount prescribed by the contract/purchase order signed, inclusive of the 12% VAT, subject however 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 Work Environment Measurement (WEM) at PMO Building, PPA Offices at Old Administration Building and PPD Headquarters** to wit:

Item No.	Qty.	Unit	Item Description / Technical Specification	Unit Cost	Total Amount (in Php)
1	1	lot	Contract for the Work Environment Measurement (WEM) at PMO Building, PPA Offices at Old Administration Building and PPD Headquarters  <i>Per Terms of Reference – Annex "A"</i>		
<b>TOTAL Amount (in Php)</b>					

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

Very truly yours,

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*Name / Position / Signature of Authorized Representative over Printed Name*


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*Name of Company*


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*Company Address*


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*Contact Number*


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*Email Address*





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]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_