PHILIPPINE PORTS AUTHORITY

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 of **supply and delivery of purified drinking water for PMO** 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	: **Supply and Delivery of Purified Drinking Water (5-gallon Container) for PMO Batangas**
b.	Reference No.	: **RFQ-14-CAF-08-2020**
c.	Brief Description	: **To ensure continuous supply of purified drinking water**
d.	Delivery Period	: **Per order of PPA-PMOB**
e.	Duration	: **07 August 2020 to 31 December 2020**
f.	Approved Budget for the Contract (ABC)	: **Php 162,600.00 (@ Php 40.00 per jug)**
g.	Source of Fund	: **PPA Corporate Operating Budget**

2. The duly accomplished **Price Quotation Form (Annex "A")**, **Terms of Reference [TOR] (Annex "B")**, and **Omnibus Sworn Statement Form (Annex "C")** together with **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 Certificate of Registration / Printout of 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 for June 2020

   Non-submission of any of the above required documents shall be a ground for disqualification.

3. All quotations may be submitted by mail, courier or hand carried, or thru email < ppapmob.bacsec@gmail.com > on or before **9:00 a.m., 03 August 2020** at the **Engineering Services Division Office, 5/F, PPA Administration Building, Port Access Road, Calicanto, Batangas City** addressed to:

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

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. The Authorized Representative must sign the conforme of the **Terms of Reference** of this RFQ.

6. 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.

7. The project shall be awarded to the supplier determined to have submitted the complete documents and lowest quotation or the single quotation in case of lone supplier.

8. Prospective supplier 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.

9. PPA-PMOB reserves the right to reject any or all quotations at any time prior to award of the project without thereby incurring any liability to the affected proponents and to waive any minor defects therein and to accept quotation as may be considered advantageous to the government.

10. For the information, you may contact **Mr. Crisanto L. Rabina**, Head, BAC Secretariat at Telephone No. **(043) 723-8706**.

JEFREN P. PANGANIBAN
Chairperson, PMOB-BAC

Annex "A"

Price Quotation Form

Date: _____

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

Dear Mr. Panganiban,

After having carefully read and accepted the terms and conditions in the Request for Quotation (RFQ) for the project entitled **"Supply and Delivery of Purified Drinking Water (5-gallon container) for PMO Batangas"**, we hereby submit our proposal corresponding to your requirements.

Item Description	Price per 5-gallon Jug
Supply and Delivery of Purified Drinking Water (5 gallon container) for PMO Batangas	

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

Very truly yours,

_____
Name/Position/Signature of Representative

_____
Name of Company

_____
_____
Company Address

_____
Contact Number

_____
Email Address

Annex "B"

TERMS OF REFERENCE

For the Supply and Delivery of Purified Drinking Water (5-Gallon Container) for PMO Batangas

1. RATIONALE

This Terms of Reference (TOR) shall serve as guide to the parties interested to participate for the **Supply and Delivery of Purified Drinking Water (5-Gallon Container) 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 **Supply and Delivery of Purified Drinking Water (5-Gallon Container) 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
PPA Administration Building		
7th Floor	Vessel Traffic Services Division	1
	Conference Room	1
	Training Room	1
6th Floor	Office of the Port Manager	2
	BDMO	1
5th Floor	Engineering Services Division	1
	Port Services Division	1
4th Floor	Administrative Division	2
	Finance Division	2
3rd Floor	COA	1
Ground Floor	Port Police Division	1
	Lobby	1
Port of Batangas – Baseport		
	PMOB Guest House	1
	Terminal Section	1
	Marine Section	1
	Cashier / Collection Section	1
	PPD Head Quarters	1
	Main Gate	1
Port of Bauan		
	TMO Bauan	1
	TOTAL	**22**

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 requested 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
Purified Drinking Water (5-gallon round container and slim container with faucet) (clean and clear containers)	Per order	Container	Weekly basis as per order of PPA PMOB
Hot and Cold Compressor Cooling Water Dispenser (clean and in good working condition)	22 (at least 10 units are brand new)	Units	07 August 2020- 31 December 2020

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 supplied purified drinking water and water dispenser;

5.1.4 The SUPPLIER shall submit on monthly basis of the result(s) of laboratory analysis done by a DOH-accredited laboratory on purified water samples obtained from plant, that same has passed the Philippine National Standards for Drinking Water (PNSDW), at the expense of supplier;

5.1.5 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 during 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 this Terms of Reference (TOR) and its implementation.

5.1.6 Pay the salaries of their employees and provide them the benefits provided by existing laws and regulations;

5.1.7 Pay taxes in full and on time. Failure to do so will entitle the PPA to suspend payment for any services rendered by the SUPPLIER;

5.1.8 No Employer – Employee relationship between PPA and the personnel assigned to it shall exist. Said personnel are to be considered employees of the SUPPLIER;

5.1.9 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%)

5.1.10 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;

5.1.11 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;

5.1.12 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.

5.1.13 The SUPPLIER shall strictly comply with all existing PPA rules, regulations, policies and guidelines.

5.1.14 The SUPPLIER shall provide sufficient number of personnel, on its own account, in connection with the performance of its obligations under the Contract, that posses the following qualification requirements:

5.1.14.1 Should be physically fit to work;
5.1.14.2 Should be able to read and write;
5.1.14.3 Must be of good moral character; and
5.1.14.4 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 (5-Gallon Container) 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 selection

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.

6. DURATION OF CONTRACT

The duration of contract shall be for a period of five (5) 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:

(Signed)
MARGARITA EMELYN B. VILLAMOR
End-User / Administrative Division Manager

Noted by:

(Signed)
JOSELITO O. SINOCRUZ PhD
Port Manager

Conforme:

_____
Authorized Signatory

Annex "C"

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 _____
   _____ I have full power and authority to do, execute and perform any and all
   [Name of Bidder]
   acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for _____
   _____ of the _____
   [Name of the Project] *[Name of*
   _____ *as shown in the attached duly notarized Special Power of Attorney;*
   the Procuring Entity]

   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;

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 _____

_____ is related to the Head of the Procuring Entity,
[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. _____ complies with existing labor laws and standards; and
[Name of Bidder]
8. _____ is aware of and has undertaken the following responsibilities as a Bidder:
[Name of 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. _____ did not give or pay directly or indirectly, any commission,
[Name of Bidder]
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.

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 _____