



PHILIPPINE
PORTS
AUTHORITY



REQUEST FOR QUOTATION

Date: 25 August 2026
RFQ No.: RFQ-AD-2026-043

Company/Business Name: _____
Address: _____
Business/Mayor's Permit No. _____
TIN: _____
PhilGEPS Registration Number (required): _____

The **Philippine Ports Authority-Port Management Office of Batangas (PPA-PMOB)** through its Bids and Awards Committee (BAC), intends to procure the project, **Preventive Maintenance of Generator Sets (9 units) at PMO Batangas and its TMOs including Radar Stations 1,2,3 & 4** with an Approved Budget for the Contract of **Nine Hundred Eighty-One Thousand Pesos (Php 981,000.00)** through **Section 34 Small Value Procurement** of the Implementing Rules and Regulations of Republic Act No. 12009.

Please submit your duly signed quotation addressed to the Bids and Award Committee (BAC) Chairperson and to the given address below, on or before **9:00 AM of 01 September 2026**, subject to compliance with the Terms and Conditions provided on this Request for Quotation (RFQ):

ATTY. JEFREN P. PANGANIBAN

Chairperson, PMO Batangas-Bids and Awards Committee

Philippine Ports Authority,
Port Management Office of Batangas
PPA New Admin Building,
Port Access Road, Calicanto,
Batangas City 4200
Telephone No. (043)723-7214

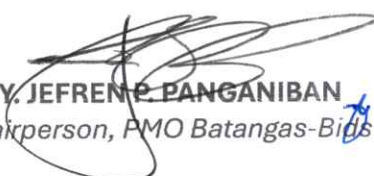
Email: pmobatangasbacsec@gmail.com

Interested service provider **SHALL ALSO SUBMIT A COPY OF THE FOLLOWING DOCUMENTS ALONG WITH THE QUOTATION** on or before the above specified deadline of submission of quotation:

- a. **PhilGEPS Organization ID**
- b. **Mayor's/Business Permit**
- c. **Income Tax Return**
- d. **Business Tax Return**
- e. **Notarized Omnibus Sworn Statement**, Original Notarize Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. Template may access to this link: https://www.gppb.gov.ph/wp-content/uploads/2025/08/NGPA_Omnibus-Sworn- or by referring to **Annex "A"** for a copy
- f. **Duly conformed Terms of Reference (Annex "B")**

The Head of the Procuring Entity (HoPE) of the Philippine Ports Authority-Port Management Office of Batangas (PPA-PMOB) reserves the right to reject any and all quotations, declare a failure of procurement, or not award the contract in accordance with Section 70 of the IRR of RA No. 12009.

For any clarification, you may contact the Head of BAC Secretariat at (043)723-0164 or send email to pmobatangasbacsec@gmail.com



ATTY. JEFREN P. PANGANIBAN

Chairperson, PMO Batangas-Bids and Awards Committee

INSTRUCTIONS:

Note: Failure to follow these instructions will disqualify your entire quotation.

- (1) Do not alter contents of this form in any way.
- (2) The use of this RFQ is highly encouraged to minimize errors or omissions of the required mandatory provisions. In case of any changes, bidders must use or refer to the latest version of the RFQ, except when the latest version of the RFQ only pertains to deadline extension.
- (3)
- (4) If another form is used other than the latest RFQ, the quotation shall contain all the mandatory requirements/provision including manifesting on the agreement with the Terms and Conditions below.
- (5)
- (6) In case a prospective supplier/service provider submits a filled-out RFQ with a supporting document (i.e., a price quotation in a different format), both documents shall be considered unless there will be discrepancies. In this case, provisions in the RFQ shall prevail.
- (7) ALL technical specifications must be complied with. Failure to comply with the mandatory requirements shall render the quotation ineligible/disqualified.
- (8) **Quotations in a sealed envelope may be submitted through mail, courier or hand carried to the PMOB-BAC at the Legal Unit, 6/F, PPA Administration Building, Port Access Road, Calicanto, Batangas City; and**
- (9) Quotations, including documentary requirements, received after the deadline shall not be accepted.

TERMS AND CONDITIONS:

1. Bidders shall provide correct and accurate information required in this form.
2. Partial quotations will not be permitted; all items must be quoted in full.
3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
4. Price quotation/s must be valid for a period of **FORTY FIVE (45) calendar days** from the deadline of submission.
5. Price quotation/s, to be denominated in Philippine peso, shall include all taxes, duties, and/or levies payable.
6. Quotations exceeding the Approved Budget for the Contract shall be rejected.
7. In case of two or more bidders are determined to have submitted the Lowest Calculated Quotation/Lowest Calculated and Responsive Quotation, the PMO Batangas-Bids and Awards Committee shall adopt and employ "draw lots" as the tie-breaking method to finally determine the single winning provider in accordance with GPPB Circular 06-2005.
8. Award of contract shall be made to the lowest quotation which complies with the technical specifications, requirements and other terms and conditions stated herein.
9. The item/s shall be delivered according to the accepted offer of the bidder.
10. All delivered items shall be inspected by the PPA Inspection Team on the scheduled date and time at **PPA Administration Bldg., Port Access Road, Calicanto, Batangas City**. Delivery shall be acknowledged only upon verification that the items comply with the required technical specifications.
11. Payment shall be made through check. Processing of the same shall be upon delivery and submission of the required supporting documents, i.e., Order Slip and/or Billing statement, by the supplier, contractor, or consultant.
12. Liquidated damages equivalent to one-tenth of one percent (0.1%) of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The PPA-PMO Batangas may terminate the contract once the cumulative amount prejudice to other courses of action and remedies open to it.
13. The Procuring Entity may cancel or terminate the contract at any time in accordance with the grounds provided under RA No. 12009 and its IRR.
14. The RFQ, Purchase Order (PO), and other related documents for the above-stated Procurement projects shall be deemed to form part of the contract.
- 15.

After having carefully read and accepted the Instructions and Terms and Conditions, I / we submit our quotation/s for the item/s as follows:

Preventive Maintenance of Generator Sets (9 units) at PMO Batangas and its TMOs including Radar Station 1,2,3 & 4			
Approved Budget for the Contract: Nine Hundred Eighty-One Thousand Pesos (Php 981,000.00)			
Minimum Technical Specifications	Quantity	Offered Technical Specification/Service	Statement of Compliance ("Comply" or "Not Comply") for each requirement/ specification
Note: Non-compliance with the minimum required specifications shall be grounds for disqualification			
Preventive Maintenance of Generator Sets (9 units) at PMO Batangas and its TMOs including Radar Stations 1,2,3 & 4 Scope of Works: 1. General Preventive Maintenance (Refer to TOR for details, Annex "B") 2. Change Oil, Coolant and Filters (Refer to TOR for details, Annex "B") 3. Dismantling & Cleaning, Baking and Varnishing, (if necessary) (Refer to TOR for details, Annex "B") 4. Automatic Transfer Switch (ATS) (Refer to TOR for details, Annex "B") 5. Areas and Units Covered (Refer to TOR for details, Annex "B")	1 lot		
Technical Requirements			
Manpower Complement (Minimum)	Four (4) service technicians		
Equipment Note: - Power and water supply shall be provided by PPA if needed - Consumable materials/spare parts shall be procured in accordance with Republic Act No. 12009 and its Implementing Rules and regulations.	One (1) unit pressure washer and its accessories with cleaning materials Service vehicle		
Performance Security:			

To guarantee the faithful performance of the Winning Contractor of its obligations under the contract, it shall post a Performance Security in any of the following forms: Cash, certified check, cashier's check, managers check, bank draft or irrevocable letter of credit – Five Percent (5%) Bank Guarantee- Five Percent (5%) Surety Bond - Thirty Percent (30%)	Select one (1) from the given options		
Contract Duration: Twelve (12) months upon receipt of Notice to Proceed			
Note: Please see/refer to the attached Terms of Reference for additional details (Annex "A")			

PARAMETERS FOR PAYMENT For and in consideration of the full, satisfactory and faithful performance by the Contractor of all its undertaking defined and provided for under this Terms and Conditions (TOR) and contract documents 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 work, actually performed, upon submission of the following supporting documents: ○ Pictures taken before and after actual service; and ○ Service reports duly signed by PPA representative Any or all payment/s to be made shall be subject to existing accounting and auditing rules and regulations.

Please quote your **best offer** for the item/s below. Please do not leave any blank items. Indicate **"0"** if item being offered is for free.

Preventive Maintenance of Generator Sets (9 units) at PMO Batangas and its TMOs including Radar Station 1,2,3 & 4	
Approved Budget for the Contract	Total Offered Quotation (Inclusive of VAT)
Nine Hundred Eighty-One Thousand Pesos (PHP 981,000.00)	In words:
	In figures:

_____	Signature over Printed Name
_____	Position/Designation
_____	Office Telephone/Fax/Mobile Nos.
_____	Email Address

Omnibus Sworn Statement Form*[Note: The duly accomplished form shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES)
 CITY/MUNICIPALITY OF _____) S.S.

OMNIBUS SWORN STATEMENT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and with residence at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the others:*

- *If sole proprietorship: I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [Address of Bidder];*
- *If partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of [Name of Bidder] with office address at [Address of Bidder];*
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services: I am the individual consultant or authorized representative of [Name of Bidder] with office address at [Address of Bidder];*

2. *Select one, delete the others:*

- *If 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 [Project Title] of the [Name of the Procuring Entity][insert "as supported by the attached duly notarized Special Power of Attorney" for authorized representative];*
 - *If 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 [Project Title] of the [Name of the Procuring Entity], as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;*
 - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services: As the individual consultant 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 [Project Title] of the [Name of the Procuring Entity], as supported by the attached duly notarized Special Power of Attorney for authorized representative;*
3. *[Name of Bidder] is not "blacklisted" or barred from bidding by the 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;*
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. *[Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;*

6. *Select one, delete the others:*

- *If sole proprietorship* : The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
- *If partnership* : The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
- *If cooperative*: The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
- *If corporation, or joint venture*: The corporation or joint venture itself, and officers, directors, controlling stockholders and beneficial owners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services*: The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations*: *[Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.
- *In case of Foreign Bidders*: *[Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8. *[Name of Bidder]* complies with existing labor laws and standards; and

9. *[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 *[Project Title]*.
10. *[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.
11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, 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 *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

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 _____.

TERMS OF REFERENCE

PREVENTIVE MAINTENANCE OF GENERATOR SETS (9 UNITS) AT PMO BATANGAS AND ITS TMOs INCLUDING RADAR STATION 1,2,3 & 4

1. INTRODUCTION

Preventive Maintenance is an essential part of cost-effective operation, but it needs a carefully planned and systematic program of inspection, testing, adjustment, and servicing of Stand by Generator set. This involves keeping maintenance records so that performance and operating cost can be properly monitored and evaluated.

The service provider for Genset maintenance shall conduct inspection and Maintenance Service Program, which is designed specifically for the respective of the specified standby Genset of PMO Batangas and Its TMOs including Radar Stations to keep it in optimum performance reliable in case power outages.

As a preventive measure, regular check-up, implementation of repair works and maintenance of the equipment are necessary undertakings to guarantee its good running condition, and to ultimately maximize its service life.

2. OBJECTIVES

- 2.1 To ensure that all Generators Sets of PMO Batangas and its TMOs including Radar Stations are in good running condition at all times in order to provide comfort to its employees, port users and stakeholders, and to prevent work interruptions brought by unfavorable environmental working condition;
- 2.2 To maximize the service life of all Generator sets installed at PMO Batangas and its TMOs including Radar Stations through the conduct of regular check-up and maintenance by competent service provider;
- 2.3 To save on time, effort and resources of PMO and its personnel brought by intermittent shut down of local power company and the scouting of reliable service providers that will implement the repair works;
- 2.4 To engage the services of a competent contractor for the **Preventive Maintenance of Generator Sets (9 units) at PMO Batangas and Its TMOs including Radar Stations 1, 2, 3 & 4** in accordance with Republic Act No. 12009 and its Implementing Rules and Regulations.

3. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is **NINE HUNDRED EIGHTY-ONE THOUSAND PESOS (Php 981,000.00)**, Philippine Currency inclusive of VAT.

4. SCOPE OF WORK

The following activities shall cover the quarterly provision of services which include checkups, repair, and maintenance works of the following:

4.1. General Preventive Maintenance

4.1.1. Electrical System

- 4.1.1.1. Control and power connections
- 4.1.1.2. Wire insulation condition
- 4.1.1.3. Safeties and alarm
- 4.1.1.4. Cabinet, Panels, and Platform
- 4.1.1.5. Legible emergency sticker numbers

4.1.2. Generator

- 4.1.2.1. Voltage frequency check and recheck
- 4.1.2.2. Frequency
- 4.1.2.3. Instrumentation
- 4.1.2.4. Wire conditions
- 4.1.2.5. General conditions

4.1.3. Battery System

- 4.1.3.1. Battery charger
- 4.1.3.2. Terminal tight and clean
- 4.1.3.3. Battery position tighten clamps
- 4.1.3.4. Overall operation
- 4.1.3.5. Check battery water level and refill water, if necessary
- 4.1.3.6. Check Battery DC output voltage and charging rate
- 4.1.3.7. Replace battery, if necessary

4.1.4. Engine

- 4.1.4.1. Mounting bolts
- 4.1.4.2. Air cleaner
- 4.1.4.3. Governor and linkage correct
- 4.1.4.4. Overall operation
- 4.1.4.5. Spark plugs cleaned and regapped

4.1.5. Lubrication System

- 4.1.5.1. Oil filter
- 4.1.5.2. Oil level
- 4.1.5.3. Crankcase breather
- 4.1.5.4. Check oil leaks (if any)

4.1.6. Cooling System

- 4.1.6.1. Engine cooling air obstruction
- 4.1.6.2. Outside cooling air obstruction
- 4.1.6.3. Radiator cap condition
- 4.1.6.4. Checks levels

4.1.7. Fuel System

- 4.1.7.1. Piping
- 4.1.7.2. Flexible and free lines
- 4.1.7.3. Tighten connections
- 4.1.7.4. Check fuel level
- 4.1.7.5. Check fuel filters
- 4.1.7.6. Change fuel filters

4.1.8. Air Induction and Exhaust System

- 4.1.8.1. Muffler and support system
- 4.1.8.2. Exhaust obstruction
- 4.1.8.3. Tighten connections
- 4.1.8.4. Check air cleaner

4.1.8.5. Check exhaust pipe

4.1.9. Filter and Pump System

4.1.9.1. Air filter and flow

4.1.9.2. Clean intake and louvers

4.1.9.3. Check water pumps for leaks

4.1.10. Starting System

4.1.10.1. Check battery cables and connections

4.1.10.2. Check battery fluid and terminals

4.1.10.3. Check fan belts

4.1.10.4. Check alternator belts

4.1.11. Control Panel

4.1.11.1. Check PBC and Module

4.1.11.2. Check all fuses

4.1.11.3. Check all electrical connections

4.1.12. Testing

4.1.12.1. Testing without load

4.1.12.2. Voltage

4.1.12.3. Frequency / RPM

4.1.12.4. Oil Pressure

4.1.12.5. Water Temperature

4.1.12.6. Running Hour Meter

4.1.12.7. Battery Voltage

4.1.13. Testing with load

4.1.13.1. Voltage

4.1.13.2. Frequency / RPM

4.1.13.3. Current

4.1.13.4. Oil Pressure

4.1.13.5. Water Temperature

4.1.13.6. Test AVR and Exciter

4.1.14. Sanitation

4.1.14.1. Check Cleanliness

4.2. Change Oil, Coolant and Filters

Item No.	Description	Qty	Unit	Frequency	Total	Delivered
1	Change radiator liquid with coolant additive	48	liters	2	96	1 st and 3 rd visits
2	Change engine oil	66	liters	2	132	1 st and 3 rd visits
3	Replace fuel filters	9	pcs	2	18	1 st and 3 rd visits
4	Replace oil/lube filters	9	pcs	2	18	1 st and 3 rd visits
5	Replace air filter	9	pcs	2	18	1 st and 3 rd visits
6	Replace fuel/water separator	3	pcs	2	6	1 st and 3 rd visits
7	Disposal of all waste fluids (if applicable)	9	units	2	18	1 st and 3 rd visits

4.3. **Dismantling & Cleaning, Baking, and Varnishing, (if necessary)**

- 4.3.1 Main Alternator (field coil wiring)
- 4.3.2 Main Alternator (motor coil winding)
- 4.3.3 Exciter coil winding
- 4.3.4 Main rotor rectifier diode

4.4. **Automatic Transfer Switch (ATS)**

- 4.4.1. Check ATS indicator lamps and breaker
- 4.4.2. Checking of temperature on busbar and terminal connection using thermal scanner.

4.5. **Areas and units covered**

The specific description of each Genset unit covered by the check-up, repair and maintenance work are as follows:

Model/Specification	Location	No of Unit/s
MPMC Powertech Corp. / Model MCL60S2: 60kW, 1800RPM, 60Hz, 230Volts, Single Phase.	TMO Bauan, Bauan, Batangas	1
Model LGCL-50S: 50kVA, 1800RPM, 60Hz, 230Volts, Single Phase.	TMO Romblon, Romblon, Romblon	1
Model LGCL-50S: 50kVA, 1800RPM, 60Hz, 230Volts, Single Phase.	TMO Tablas, Odiongan, Romblon	1
DENYO / Model DCA-15ESK-DA: 15kVA, 1800RPM, 60Hz, 230Volts, Single Phase.	Radar Station 1, Sta. Clara, Batangas City	1
DENYO / Model DCA-15ESK-DA: 15kVA, 1800RPM, 60Hz, 230Volts, Single Phase.	Radar Station 2, Pagkilatan, Batangas City	1
DENYO / Model DCA-15ESK-DA: 15kVA, 1800RPM, 60Hz, 230Volts, Single Phase.	Radar Station 3, Escarceo, Puerto Galera, Or. Mindoro	2
DENYO / Model DCA-15ESK-DA: 15kVA, 1800RPM, 60Hz, 230Volts, Single Phase.	Radar Station 4, Tingloy, Batangas	2
TOTAL		9

5. **TECHNICAL REQUIREMENTS**

The competent and qualified service provider must meet the following technical requirements:

5.1 **Manpower Complement (Minimum)**

Four (4) service technicians

5.2 **Equipment (Minimum)**

- 1 unit pressure washer and its accessories with cleaning materials

- service vehicle

*Note: - Power and water supply shall be provided by PPA if needed
- Consumable materials/spare parts shall be procured in accordance with Republic Act No. 12009 and its Implementing Rules and Regulations.*

6. TERMS AND CONDITIONS

6.1. Obligations and Responsibilities of the Contractor

- 6.1.1 See to it that employees assigned to perform the services shall wear complete uniform and the required personal protective equipment (PPE) for the task to be performed. They shall at all times wear their Identification Card issued by their employer and the Port Access Pass.
- 6.1.2 The SERVICE PROVIDER shall also be readily available in case a problem with the critical genset operation occurs. Attend to field trouble call and perform the necessary check-up and repair, free of charge and without additional cost to PPA. Immediate response for service or repair may be availed anytime of the day even during holidays. Response time should be within one (1) hour especially for failure of genset to operate. The SERVICE Provider shall arrive with the complete tool, willing to lend a back up battery and battery charger to series and activate the existing malfunctioning batteries if any.
- 6.1.3 Free pull out, delivery and re-installation of the repaired unit .
- 6.1.4 Prior to the conduct of actual services, the CONTRACTOR shall inform the PPA representative its schedule of service to be undertaken at least one (1) day before the scheduled service.
- 6.1.5 Disposal of used oil, oil-contaminated rags, used oil filters, containers previously containing chemicals and other hazardous wastes that may be generated during the process.
- 6.1.6 The Parties, likewise, agree that the employees of the CONTRACTOR are not employees of the PPA. 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 CONTRACTOR whether or not occurring during the performance of their duties. The CONTRACTOR 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 CONTRACTOR arising out of or in connection with or on the occasion of the performance of this Agreement.
- 6.1.7 The CONTRACTOR 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, judgements, fines and penalties arising from and by reason of this Terms of Reference (TOR) and its implementation.
- 6.1.8 No Employer – Employee relationship between PPA and the personnel assigned to it shall exist. Said personnel are to be considered employees of the Contractor.

- 6.1.9 The CONTRACTOR guarantees and warrants availability, quality and genuineness of all 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 Republic Act No. 12009 and its Implementing Rules and Regulations.
- 6.1.10 The CONTRACTOR 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.
- 6.1.11 The CONTRACTOR shall strictly comply with all existing PPA rules, regulations, policies and guidelines.
- 6.1.12 The CONTRACTOR shall provide personnel, as stated under Manpower Complement of this TOR, that possess the following qualifications requirement:
- 6.1.12.1 Should be physically fit to work;
 - 6.1.12.2 Should have the technical knowledge to perform the required task;
 - 6.1.12.3 Should be able to read and write;
 - 6.1.12.4 Must be of good moral character; and
 - 6.1.12.5 Should not have been convicted for a capital offense.

7. PERFORMANCE SECURITY

To guarantee the faithful performance of the winning Contractor of its obligations under the contract, it shall post a Performance Security in any of the following forms:

Form of Performance 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%)

8. RIGHTS AND AUTHORITY OF PHILIPPINE PORTS AUTHORITY

- 8.1.1 Grant the Contractor the sole and exclusive Contract for the **Preventive Maintenance of Generator Sets (9 units) at PMO Batangas and It's TMOs including Radar Station 1, 2, 3 & 4** within its vicinity subject to the scope of undertaking to be prescribed thereafter.
- 8.1.2 PPA may cause the removal/change of personnel who violated existing laws, PPA rules and regulations and those who are found incompetent.
- 8.1.3 PPA may cancel/rescind or terminate the contract in case of unsatisfactory service provided by the CONTRACTOR.
- 8.1.4 PPA may call the CONTRACTOR to conduct emergency check-up or repair of units without additional cost to PPA.

9. PARAMETERS FOR PAYMENT

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

9.1.1. Pictures taken before and after actual service; and

9.1.2. Service reports duly signed by PPA representative.

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

10. WARRANTY

10.1. In order to assure the manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 34 IRR of RA 12009.

10.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

11. DUTIES AND RESPONSIBILITIES OF THE PHILIPPINE PORTS AUTHORITY

The PPA, through TMO Managers or Authorized Representative at the respective area, shall closely monitor the implementation of the preventive maintenance activity in accordance with the specifications and conditions of the Contract.

During preventive maintenance, an authorized representative of each TMO and in Radar Stations shall be available to supervise the procedures and ensure that office properties, such as computers and other equipment are secured.

12. LIQUIDATED DAMAGES

Non-compliance with the Terms and Conditions stated in the Contract will result in the payment of corresponding penalties/liquidated damages of the Contract Price by the winning Service Provider. PPA reserves the right to rescind the contract after the Service Provider fails to comply, without prejudice to other courses of action and remedies open to it.

13. DISPUTE RESOLUTION

13.1. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Batangas City. In case of court suit, the venue shall be the courts of competent jurisdiction in Batangas City, to the exclusion of all other courts; and

13.2. Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.

14. DURATION OF CONTRACT

The duration of Contract shall be for a period of Twelve (12) months.

15. PROJECT PROCUREMENT AND REQUIREMENTS AND PROCEDURE

The procurement of the project shall be made through **Small Value Procurement** in accordance with Sec. 34 IRR of RA 12009.

Recommending Approval:


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

Noted by:


AURORA A. MENDOZA
Port Manager

Conforme:

Authorized Signatory