



PHILIPPINE
PORTS
AUTHORITY



REQUEST FOR QUOTATION

Date: 10 September 2026
RFQ No.: RFQ-AD-2026-046

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, **Repair of Various Airconditioning Units at PMO Batangas** with an Approved Budget for the Contract of **Two Hundred Forty Eight Thousand Five Hundred Twenty Eight Pesos (PHP 248,528.00)** 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 16 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. **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.
- d. **Duly conformed Terms of Reference (TOR) 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 R. 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) 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.
- (4) 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.
- (5) ALL technical specifications must be complied with. Failure to comply with the mandatory requirements shall render the quotation ineligible/disqualified.
- (6) **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**
- (7) 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 the **PPA Administration Building, PMO Batangas**. 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.

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

Repair of Various Airconditioning Units at PMO Batangas			
Approved Budget for the Contract: Two Hundred Forty Eight Thousand Five Hundred Twenty Eight Pesos (PHP 248,528.00)			
Minimum Technical Specifications	Quantity	Bidder's Actual Offered Specifications/ Brand	Statement of Compliance ("Comply" or "Not Comply") for each requirement/ specification
Note: Non-compliance with the minimum required specifications shall be grounds for disqualification			
Repair of Various Airconditioning Units at PMO Batangas			
Scope of Works: The contractor shall provide all labor, tools, materials and equipment for the following: 1. Relocation/Installation including Dismantling of Defective Airconditioning Unit 2. System reprocess of Airconditioning Unit 3. Re Insulation of Piping for Wall Mounted Airconditioning Unit *Areas covered-refer to attached TOR, Annex "B"	1 Lot		
Technical Specifications			
Supply, Delivery and Installation of the following parts:			
1. Fan motor for 1HP Window Type ACU - 230V, 60Hz, 0.38A, 45W	4 pcs		
2. Receiver Board for 1HP Window Type ACU - 220V-240V, 1HP	1 pc		
3. Filter Drier - 3TR, Connection Size 3/8", R22/R410A Freon	4 pcs		
4. Copper Tubing (Floor Mounted) - Copper Tube (5/8" and 3/8"), 0.28" Thick	25 ft		
5. Copper Tubing (Floor Mounted) - Copper Tube (3/8" x 1/4"), 0.28" Thick	15 ft		
6. Contactor - 30-40A, 220/240VAC, 60Hz	1 pc		
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: Within Fifteen (15) days upon receipt of Notice of Proceed			
Note: Please see/refer to the attached Terms of Reference for additional details (Annex "B")			
PARAMETER 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 at the unit bid price of work, actually performed, upon submission of the following supporting documents: 1. Pictures taken before and after service; and 2. Service reports duly signed by PPA representative Any or all payment/s to be made shall be subjected to existing accounting and auditing rules and regulations.			

WARRANTY

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 90 of RA 12009 and its IRR.

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.

LIQUIDATED DAMAGES

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

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.

Repair of Various Airconditioning Units at PMO Batangas	
Approved Budget for the Contract	Total Offered Quotation (Inclusive of VAT)
Two Hundred Forty-Eight Thousand Five Hundred Twenty-eight Pesos (PHP 248,528.00)	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

REPAIR OF VARIOUS AIRCONDITIONING UNITS AT PMO BATANGAS

1. INTRODUCTION

Human resources are one of the organization's lifeblood that should be protected and nurtured to sustain high level work efficiency and productivity. Their basic needs that should be provided include, among others, a good working environment to safeguard their mental and physical well-being. Study shows that uncomfortable working conditions such as high level of room temperature in a work area can make employees feel tired and less energetic, cause heat (muscle) cramps, and place extra strain on the heart and lungs. Tiredness and loss of concentration can also lead to an increased risk of accidents.

2. OBJECTIVES

To repair malfunctioning cooling assets to minimize operational downtime, extend equipment lifespan, improve energy efficiency, and maintain consistent indoor air quality for occupants.

3. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is TWO HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-EIGHTY PESOS (Php248,528.00), PHILIPPINE CURRENCY inclusive of VAT.

4. SCOPE OF WORK

The CONTRACTOR shall provide all labor, tools, materials, and equipment for the following:

4.1. Areas and Units Covered

FOR RELOCATION					
ACU CODE	EXISTING LOCATION	NEW LOCATION	MAKE	CAPACITY	TYPE OF UNIT
PAC 4-6	Finance Division Office	Finance (Cashier) Office	Carrier	3TR	Floor Standing
PAC 5-1	PSD Division Office	PSD Pantry	Carrier	3TR	Floor Standing
PAC 5-9	ESD Conference Rm.	Female Quarters	Carrier	3TR	Floor Standing
PAC 1-6	11032 Office	Baseport Collecting	Carrier	1.5HP	Wall Mounted

FOR SYSTEM REPROCESS/REPIPING				
ACU CODE	AREA/LOCATION	MAKE	CAPACITY	TYPE OF UNIT
PAC 3-2	COA Auditor's Office	Gree	3TR	Floor Standing
PAC 4-9	Admin Manager's Office	Gree	3TR	Floor Standing
PAC 4-11	Admin Stockroom	Gree	3TR	Floor Standing

FOR RE INSULATION OF PIPING				
ACU CODE	AREA/LOCATION	MAKE	CAPACITY	TYPE OF UNIT
PAC 4-8	Admin Officer's Room	Carrier	1.5HP	Wall Mounted

FOR REPLACEMENT OF FAN MOTOR				
ACU CODE	AREA/LOCATION	MAKE	CAPACITY	TYPE OF UNIT
WAC RS1-A	Radar Station 1	Carrier	1HP	Window Type
WAC RS2-A	Radar Station 2	Carrier	1HP	Window Type
WAC RS3-A	Radar Station 3	Carrier	1HP	Window Type
WAC RS4-A	Radar Station 4	Carrier	1HP	Window Type

FOR REPLACEMENT OF RECIEVER BOARD				
ACU CODE	AREA/LOCATION	MAKE	CAPACITY	TYPE OF UNIT
WAC RS2-B	Radar Station 2	Carrier	1HP	Window Type

4.2. Description of Work

- 4.2.1. Relocation of Floor Mounted and Wall Mounted ACU
 - 4.2.1.1. Dismantling of defective unit
 - 4.2.1.2. Installation of ACU
- 4.2.2. System Reprocess
 - 4.2.2.1. Leak Testing
 - 4.2.2.2. Leak Repair
 - 4.2.2.3. Flushing of Pipeline
 - 4.2.2.4. Vacuuming and Full Charging of Freon
- 4.2.3. Re insulation of Piping
- 4.2.4. Supply install and deliver of the following items:
 - a. Fan Motor - 4 pcs.
 - b. Receiver Board - 1 pc.
 - c. Filter Drier - 4 pcs.
 - d. Copper Tubing (Floor Mounted) - 1 lot
 - e. Copper Tubing (Wall Mounted) - 1 lot
 - f. Contactor - 1 pc.

5. TECHNICAL SPECIFICATIONS

Description	Specification
Fan Motor	230Volts, 60 Hz, 0.38A, 45W
Receiver Board	220-240V, 1HP
Filter Drier	3TR, Connection Size 3/8", R22/ R410A Freon
Copper Tubing (Floor Mounted)	Copper Tube (5/8 and 3/8), 0.28" Thick.
Copper Tubing (Wall Mounted)	Copper Tube (3/8" x 1/4"), 0.28" Thick.
Contactor	30-40A, 220/240VAC, 60Hz

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 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.
- 6.1.3 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.
- 6.1.4 No Employer – Employee relationship between PPA and the personnel assigned to it shall exist. Said personnel are to be considered employees of the Contractor.
- 6.1.5 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 the provision under Section 90 of of R.A. 12009 and its IRR.
- 6.1.6 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.
- 6.1.7 The CONTRACTOR shall strictly comply with all existing PPA rules, regulations, policies and guidelines.

6.2 PERFORMANCE SECURITY

- 6.2.1 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%)

6.3 RIGHTS AND AUTHORITY OF PHILIPPINE PORTS AUTHORITY

- 6.3.1 Grant the winning service provider the sole and exclusive contract for the **REPAIR OF VARIOUS AIRCONDITIONING UNITS AT PMO BATANGAS** subject to the scope of work undertaking to be prescribed thereafter.
- 6.3.2 PPA-PMOB shall be responsible for the issuance of access pass, gate pass, and IDs to the maintenance personnel of the service provider.
- 6.3.3 PPA-PMOB shall provide source of power and water to be utilized by the service provider during the latter's performance of the project.
- 6.3.4 PPA-PMOB may require the service provider to replace the latter's employee who violated existing laws, PPA rules and regulations and those found incompetent.
- 6.3.5 PPA-PMOB may cancel/rescind or terminate the contract in case of unsatisfactorily service provided by the service provider.

7. PARAMETERS FOR PAYMENT

- 7.1 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 at the unit bid price of work, actually performed, upon submission of the following supporting documents:
 - 7.1.1 Pictures taken before and after actual service; and
 - 7.1.2 Service reports duly signed by PPA representative.
- 7.2 Any or all payment/s to be made shall be subjected to existing accounting and auditing rules and regulations.

8. WARRANTY

- 8.1. 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 90 of RA 12009 and its IRR.
- 8.2. 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.

9. DUTIES AND RESPONSIBILITIES OF THE PHILIPPINE PORTS AUTHORITY

- 9.1. The PPA, through Authorized Representative shall closely monitor the implementation of the activity in accordance with the specifications and conditions of this TOR and Contract.
- 9.2. During the activity, an authorized representative shall be available to supervise the procedures and ensure that office properties, such as computers and other equipment are secured.

10. LIQUIDATED DAMAGES

Non-compliance with the Terms and Conditions stated in this TOR and 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.

11. DISPUTE RESOLUTION

11.1 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

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

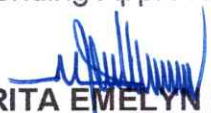
12. DURATION OF CONTRACT

The duration of contract shall be for a period of fifteen (15) days from the date of Notice to Proceed.

13. PROJECT PROCUREMENT AND REQUIREMENTS AND PROCEDURES

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

Recommending Approval:


MARGARITA EMELYN B. VILLAMOR

End-User / Division Manager A, Administrative Division

Approved by:


AURORA A. MENDOZA

Port Manager

Conforme:

(Authorized Signatory/Representative)