BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

REQUEST FOR QUOTATION

Date: 29 October 2026
RFQ No.: RFQ-AD-2026-076

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, **Procurement of Services for Work Environment Measurement (WEM) at PPA Administration Building, PPA Offices at Old Administration Building and PPD Headquarters** with an Approved Budget for the Contract of **Two Hundred Eighteen Thousand Four Hundred Fifty Pesos (PHP 218,450.00)** 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 09 November 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**
   *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

(Signed)
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) 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, PPA Offices at Old Administration Building and PPD Headquarters**. 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:

Procurement of Services for Work Environment Measurement (WEM) at PPA Administration Building, PPA Offices at Old Administration Building and PPD Headquarters			
Approved Budget for the Contract: Two Hundred Eighteen Thousand Four Hundred Fifty Pesos (PHP 218,450.00)			
Minimum Technical Specifications	**Quantity**	**Bidder's Actual Offered Specifications, (if applicable)**	**Statement of Compliance ("Comply" or "Not Comply") for each requirement/ specification**
Note: Non-compliance with the minimum required specifications shall be grounds for disqualification			
Procurement of Services for Work Environment Measurement (WEM) at PPA Administration Building, PPA Offices at Old Administration Building and PPD Headquarters			
Scope of Works: 1. Preparation of Pre-WEM r equirements; 2. Submission of Pre-WEM r equirements to Occupational Safety and Health Center - OSHC-ECD; 3. Conduct WEM in the sampling points/area using Category 1A and 1C parameters specified in Section 3.1 of this document; 4. Submission of Post-Test Report and Draft/Working Documents to OSHC-ECD; 5. Submission of WEM Report to OSHC-ECD for validation; 6. Submission of WEM Report to the PPA-PMO Batangas; 7. Such other work necessary to ensure efficient delivery of the project. ***Areas covered-per attached TOR, Annex "B"***	**1 Lot**		
Technical Specifications			
Supply all technical personnel/staff for the conduct of Work Environment Measurement			
1. All personnel/staff to be assigned to undertake the services should be all professionals, reputable, and qualified to perform the services required; 2. Provide all equipment and other consumables necessary to proceed with the conduct of activity; 3. 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. All tools, equipment, supplies, and materials used to complete the services should meet the Original Equipment Manufacturer (OEM) standards.	**1 Lot**		
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 - Thiry Percent (30%)***	***One (1) from the given options***		

PARAMETER 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.***
LIQUIDATED DAMAGES ***The supplier, manufacturer, or distributor shall deliver the goods procured within the period as specified in the Contract.*** ***Liquidated damages shall be imposed if any or all of the contracted goods remain undelivered on the specified date, including the duly granted extensions,*** ***When the supplier, manufacturer, or distributor fails to satisfactorily deliver the goods under the contract within the specified delivery schedule, inclusive of duly granted time extension, if any the supplier, manufacturer, or distributor shall be liable for liquidated damages-in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.***
Contract Duration: Within THIRTY (30) calendar days to be reckoned from the date of receipt of Notice to Proceed (NTP)
Note: Please see/refer to the attached Terms of Reference for additional details (Annex "B")

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.

Procurement of Services for Work Environment Measurement (WEM) at PPA Administration Building, PPA Offices at Old Administration Building and PPD Headquarters	
Approved Budget for the Contract	**Total Offered Quotation (Inclusive of VAT)**
Two Hundred Eighteen Thousand Four Hundred Fifty Pesos (PHP 218,450.00)	In words: In figures:

Signature over Printed Name

Position/Designation

Office Telephone/Fax/Mobile Nos.

Email Address

Annex "A"

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 _____.

Annex "B"

TERMS OF REFERENCE

For the Conduct of Work Environment Measurement (WEM) at PPA Administration Building, PPA Offices at Old Administration Building and PPD Headquarters

1. INTRODUCTION

This Terms of Reference (TOR) shall serve as guide to the parties interested to participate for the **Conduct of Work Environment Measurement (WEM) at PPA Administration 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 Occupational Safety and Health Standards for the Public Sector;

2.2. To ensure the provision of reasonable working conditions for all employees of PMO Batangas;

2.3. To continuously improve workplace environment in all offices consistently with the implementation of the Integrated Management System at PMO Batangas; and

2.4. To engage the services of a competent supplier for the **Conduct of Work Environment Measurement (WEM) at PPA Administration 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. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is **TWO HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED FIFTY PESOS (Php 218,450.00)**, PHILIPPINE CURRENCY inclusive of VAT.

4. SCOPE OF UNDERTAKING

4.1. 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 Category IC – Measurement of general and local exhaust ventilation
Third Floor	**3**	
Fourth Floor	**2**	
Fifth Floor	**2**	
Sixth Floor	**3**	
Seventh Floor	**1**	
PPA Old Administrative Building	**5**	
Port Police Headquarters	**1**	

4.2. Scope of Work

4.2.1. Preparation of Pre-WEM requirements;

4.2.2. Submission of Pre-WEM requirements to Occupational Safety and Health Center - OSHC-ECD;

4.2.3. Conduct WEM in the sampling points/area using Category 1A and 1C parameters specified in Section 3.1 of this document;

4.2.4. Submission of Post-Test Report and Draft/Working Documents to OSHC-ECD;

4.2.5. Submission of WEM Report to OSHC-ECD for validation;

4.2.6. Submission of WEM Report to the PPA-PMO Batangas;

4.2.7. Such other work necessary to ensure efficient delivery of the project.

5. TECHNICAL REQUIREMENTS

05.1 Supply all technical personnel/staff for the conduct of Work Environment Measurement;

5.2 All personnel/staff to be assigned to undertake the services should be all professionals, reputable, and qualified to perform the services required;

5.3 Provide all equipment and other consumables necessary to proceed with the conduct of activity;

5.4 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;

5.5 All tools, equipment, supplies, and materials used to complete the services should meet the Original Equipment Manufacturer (OEM) standards.

6. TERMS AND CONDITIONS

6.1. OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

6.1.1 Sees to it that CONTRACTOR'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;

6.1.2 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 CONTRACTOR whether or not occurring by any of the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify the PPA for whatever injuries or damage 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. The CONTRACTOR shall at all times, stand solely liable and responsible for the enforcement of, and compliance with all existing laws, rules and regulations 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;

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

6.1.4 Pay taxes in full and on time. Failure to do so will entitle the PPA to rescind the contract/P.O with the CONTRACTOR;

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

6.1.6 The CONTRACTOR 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;

6.1.7 The CONTRACTOR 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 CONTRACTOR in connection with the performance of its obligations under the Contract;

6.1.8 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;

6.1.9 The CONTRACTOR shall strictly comply with all existing PPA rules, regulations, policies and guidelines;

6.1.10 The CONTRACTOR 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:

- Should be physically and mentally fit to work;
- Must be of good moral character; and
- Should not have been held liable/convicted for capital offense.

6.2. 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 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 & AUTHORITY OF THE PHILIPPINE PORTS AUTHORITY

6.3.1 Grant the CONTRACTOR the sole and exclusive Conduct of Work Environment Measurement (WEM) at PPA Administration Building, PPA Offices at Old Administration Building and PPD Headquarters;

6.3.2 PPA may request for the removal/change of personnel who violated existing laws, PPA rules and regulations and those who are found incompetent;

6.3.3 PPA may rescind the contract/P.O in case of violations of the conditions of this TOR.

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.

8. DUTIES AND RESPONSIBILITIES OF THE PHILIPPINE PORTS AUTHORITY

8.1. 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;

8.2 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.

9. LIQUIDATED DAMAGES

The supplier, manufacturer, or distributor shall deliver the goods procured within the period as specified in the Contract.

Liquidated damages shall be imposed if any or all of the contracted goods remain undelivered on the specified date, including the duly granted extensions,

When the supplier, manufacturer, or distributor fails to satisfactorily deliver the goods under the contract within the specified delivery schedule, inclusive of duly granted time extension, if any the supplier, manufacturer, or distributor shall be liable for liquidated damages-in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

10. DISPUTE RESOLUTION

10.1 In the matter of dispute, should any dispute relate 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 exclusion of all other courts; and

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

11. 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).

12. PROJECT PROCUREMENT REQUIREMENTS AND PROCEDURE

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

Prepared by:

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

Noted by:

AURORA A. MENDOZA
Port Manager

Conforme:

_____
Authorized Signatory