BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

REQUEST FOR QUOTATION

Date: 29 October 2026
RFQ No.: RFQ-AD-2026-075

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 Various Type of Airconditioning Units at PMO Batangas and Radar Stations 1, 2, 3 and 4** with an Approved Budget for the Contract of **Two Hundred Ninety-Three Thousand Seven Hundred Pesos (PHP 293,700.00)** 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, Baseport and PPA Radar Stations 1& 2**. 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:

Preventive Maintenance of Various Type of Airconditioning Units at PMO Batangas and Radar Stations 1, 2, 3 and 4			
Approved Budget for the Contract: Two Hundred Ninety-Three Thousand Seven Hundred Pesos (PHP 293,700.00)			
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			
Preventive Maintenance of Various Type of Airconditioning Units at PMO Batangas and Radar Stations 1, 2, 3 and 4			
Scope of Works: **1. Quarterly provision of service** *(per attached TOR, Annex "B")* **2. Monthly inspection of each air-conditioning unit** *(per attached TOR, Annex "B")* **3. Areas and Units Covered** *(per attached TOR, Annex "B")* ***Areas covered-per attached TOR, Annex "B"***	**1 Lot**		
Technical Specifications			
The competent and qualified service provider must meet the following:			
1. Manpower Complement (minimum) Service technicians -	**4**		
2. Equipment (Minimum) - One (1) unit pressure washer and its accessories with cleaning materials	**1 Unit**		
3. **Consumables** - Power and water supply shall be provided by PPA - Consumables such as capacitor, freon etc., shall be provided by the contractor	**1 Lot**		
4. Materials or spare parts, such as but not limited to a fan motor and compressor, shall be procured in accordance with the provisions of R.A. 12009 and its IRR.	**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 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.*
Contract Duration: Three (3) months upon receipt of Notice of Proceed
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.

Repair of Various Airconditioning Units at PMO Batangas	
Approved Budget for the Contract	**Total Offered Quotation (Inclusive of VAT)**
Two Hundred Ninety-Three Thousand Seven Hundred Pesos (PHP 293,700.00)	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

PREVENTIVE MAINTENANCE OF VARIOUS TYPE OF AIR CONDITIONING UNITS AT PMO BATANGAS AND RADAR STATIONS 1, 2, 3 AND 4

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.

In regards of the Radar Stations' IT Equipment such as computing devices, storage and mainframes generated heat while in operation. And now modern systems are stronger, faster and more intense even at low operation levels towers and storage decks can hit obscenely high temperatures, which is problem enough just for the comfort level of those working in these spaces. High heat levels place the equipment in considerable danger, threatening damage to hardware and software at worst, but even at best the heat can reduce system efficiency and drastically impact performance.

The provision, therefore, of air conditioning units to address this problem is very essential in all workstations.

However, the continuous use of air conditioning units will inevitably result to intermittent breakdown due to its inherent wear and tear property as its ages through time. 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 air conditioning units of PMO Batangas 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 air conditioning units installed at PMO Batangas through the conduct of regular check-ups and maintenance by competent service provider;

2.3 To promote energy conservation at the PMO by achieving and maintaining the optimum use of all installed air conditioning units;

2.4 To save on time, effort and resources of PMO and its personnel brought by intermittent shut down of air conditioning units and the scouting of reliable service providers that will implement the repair works;

2.5 To engage the services of a competent contractor for the **Preventive Maintenance of various type of Air Conditioning Units at PMO Batangas and 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 **TWO HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED PESOS (Php 293,700.00) PHILIPPINE CURRENCY** inclusive of VAT.

4. SCOPE OF WORK

The following activities shall cover the check-up, repair and maintenance works:

4.1 Quarterly provision of services which include:

4.1.1 Test equipment for normal operation.
4.1.2 Pull down of AC units (for window type).
4.1.3 General cleaning of the unit.
4.1.4 Check-up/cleaning of air filter, panel, condenser and evaporator fins.
4.1.5 Check-up/tightening of electrical termination, remote control and switches
4.1.6 Checking of all actual current/voltage.
4.1.7 Greasing/oiling of all rotating motors.
4.1.8 Check-up/inspection of load/current/amperes.
4.1.9 Check-up of room temperature.
4.1.10 Checking/inspection of abnormal sound and sign of leak at the system.
4.1.11 Cleaning of drain pan/line.
4.1.12 Perform necessary repairs.
4.1.13 Visual inspection of equipment.
4.1.14 Check the refrigerant pressure.
4.1.15 Touch up painting rusty parts.
4.1.16 System reprocessing & flushing (if necessary).
4.1.17 Submit service report to PPA representative for every service undertaken and give recommendations, if necessary.

4.2 Monthly inspection of each air conditioning unit which includes:

4.2.1 Testing and check-up of the equipment for normal operation.
4.2.2 Check-up/cleaning of air filter.
4.2.3 Attend to field trouble calls; and
4.2.4 Submit a check-up report to the PPA representative and give recommendations, if necessary.

4.3 Areas and Units Covered

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

LIST OF VARIOUS TYPE OF AIR-CONDITIONING UNITS AT PMO BATANGAS AND RADAR STATIONS 1, 2, 3 & 4					
ACU#.	**ACU CODE**	**AREA/LOCATION**	**MAKE**	**CAPACITY**	**TYPE OF UNIT**
Administration Bldg.: Ground Floor Offices					
1	PAC-1-3	PPD Office	Gree	3TR	Floor Standing
2	PAC-1-4	Male Quarter	Gree	3TR	Floor Standing
3	PAC-5-9	Female Quarter	Carrier	3TR	Floor Standing
Administration Bldg.: 2nd Floor, New Quarters					
4	PAC-2-1	Hall Area	Carrier	5TR	Ceiling Suspended
5	PAC-2-2	Hall Area	Carrier	3TR	Floor Standing
Administration Bldg.: 3rd Floor, COA Offices					
6	PAC-3-1	COA Staff, Auditor's Office	Carrier	3TR	Floor Standing
7	PAC-3-2	COA Auditor's Office	Gree	3TR	Floor Standing
8	PAC-3-3	COA Staff (Hallway)	Gree	3TR	Ceiling Suspended
Administration Bldg.: 4th Floor, Admin and Finance Division Offices					
9	PAC-4-1	Finance Pantry	Carrier	3TR	Floor Standing
10	PAC-4-3	Finance Staff, ACU-2	Gree	3TR	Floor Standing

11	PAC-4-4	Finance Staff/Waiting Area	Carrier	3TR	Ceiling Suspended
12	PAC-4-6	Cashier (Collecting)	Carrier	3TR	Floor Standing
13	PAC-4-8	Administrative Officer's Office	Carrier	1.5HP	Wall Mounted
14	PAC-4-9	Administrative Manager's Office	Gree	3TR	Floor Standing
15	PAC-4-10	Admin Staff (Hallway Area)	Carrier	3TR	Ceiling Suspended
16	PAC-4-11	StockRoom (Supply)	Gree	3TR	Floor Standing
17	PAC-4-12	Stock Room (Records)	Gree	3TR	Floor Standing
18	WAC 4-1	Cashier (Disbursing)	Gree	2HP	Window Type, Inverter
19	WAC-4-2	Corporate Finance Services Chief's Office	Condura	2HP	Window Type
20	WAC-4-3	IT Room	Gree	2HP	Window Type
Administration Bldg.: 5th Floor, ESD and PSD Offices					
21	PAC-5-1	PSD Pantry	Carrier	3TR	Floor Standing
22	PAC-5-2	PSD Staff ACU-1	Gree	3TR	Floor Standing
23	PAC-5-3	PSD Staff ACU-2	Gree	3TR	Floor Standing
24	PAC-5-5	PSD Stockroom	Carrier	3TR	Floor Standing
25	PAC-5-6	ESD Staff ACU-1	Gree	3TR	Floor Standing
26	PAC-5-7	ESD Staff ACU-2	Gree	3TR	Floor Standing
27	PAC-5-8	ESD Manager's Office	Carrier	3TR	Floor Standing
28	PAC-5-10	ESD Pantry	Carrier	3TR	Floor Standing
Administration Bldg.: 6th Floor, Office of the Port Manager & other Offices					
29	PAC-6-1	BDMO's Office	Carrier	3TR	Floor Standing
30	PAC-6-2	Ante Room / EA Office	Koppel	3TR	Floor Standing
31	PAC-6-3	Port Manager's Office	Gree	3TR	Floor Standing
32	PAC-6-4	PM's Quarter	Koppel	3TR	Floor Standing
33	PAC-6-5	OPM Staff ACU-1	Gree	3TR	Floor Standing
34	PAC-6-6	OPM Staff ACU-2	Carrier	3TR	Floor Standing
35	PAC-6-7	Legal's Office	Carrier	3TR	Floor Standing
36	PAC-6-8	FRATT Office	Carrier	3TR	Floor Standing
37	PAC-6-9	SCAT Office	Carrier	3TR	Floor Standing
Administration Bldg.: 7th Floor, VTSD Offices, Conference and Training Rooms					
38	PAC-7-1	VTSD Manager's Office	Gree	3TR	Floor Standing
39	PAC-7-3	VTS Control Room ACU-2	Gree	3TR	Floor Standing
40	PAC-7-4	VTS Equipment Room	Gree	3TR	Ceiling Suspended
41	PAC-7-5	VTS Pantry	Gree	3TR	Floor Standing
42	PAC-7-8	Conference Room ACU-3	Gree	3TR	Floor Standing
Old Admin Building, Baseport Terminal Office, Marine Section Office, and Baseport Cashier's Office					
43	PAC 1-6	Baseport Cashier Extension (Collecting)	Carrier	1.5HP	Wall Mounted
44	PAC 4-5	Baseport Cashier Extension (Collecting)	Gree	3TR	Floor Standing
45	PAC 4-7	Baseport Cashier Extension (Collecting)	Gree	3TR	Floor Standing
46	WAC-BP-1	Baseport Cashier's Office ACU-2	Gree	2HP	Window Type, Inverter
47	WAC-BP-2	Harbor Master's Office	Koppel	1.5HP	Window Type

Port Police Headquarters					
48	PAC-HQ-1	Investigation Office	Gree	3TR	Floor Standing
49	PAC-HQ-2	Operations Officer's Office	Gree	3TR	Floor Standing
50	PAC-HQ-3	Quarter's ACU-1	Gree	3TR	Floor Standing
51	PAC-HQ-4	Quarter's ACU-2	Gree	3TR	Floor Standing
52	WAC-HQ-1	PPD Manager's Office	Gree	2HP	Window Type, Inverter
53	WAC-HQ-2	PPD Manager's Quarter	Condura	1HP	Window Type
PM's Guest House					
54	PAC-Q-1	Living Room	Carrier	5TR	Ceiling Suspended
55	PAC-Q-3	Guest Room (Ground Floor)	Carrier	1.5TR	Wall Mounted
Radar Station 1, 2, 3, and 4					
56	WAC-RS1-A	Radar Station 1, Sta. Clara, Batangas City ACU-1	Condura	1HP	Window Type with Remote
57	WAC-RS1-B	Radar Station 1, Sta. Clara, Batangas City ACU-2	Condura	1HP	Window Type with Remote
58	WAC-RS2-A	Radar Station 2, Pagkilatan, Batangas City ACU-1	Condura	1HP	Window Type with Remote
59	WAC-RS2-B	Radar Station 2, Pagkilatan, Batangas City ACU-2	Condura	1HP	Window Type with Remote
60	WAC-RS3-A	Radar Station 3, Escarceo, Puerto Galera ACU-1	Condura	1HP	Window Type with Remote
61	WAC-RS3-B	Radar Station 3, Escarceo, Puerto Galera ACU-2	Condura	1HP	Window Type with Remote
62	WAC-RS4-A	Radar Station 4, Tingloy, Batangas ACU-1	Condura	1HP	Window Type with Remote
63	WAC-RS4-B	Radar Station 4, Tingloy, Batangas ACU-2	Condura	1HP	Window Type with Remote

Summary of Air Conditioning Unit Type:

5TR Ceiling Suspended, Split Type	-	2
3TR Ceiling Suspended, Split Type	-	6
3TR Floor Standing, Split Type	-	38
1.5HP Wall Mounted, Split Type	-	2
2.0HP Window Type (Inverter)	-	3
1HP – 2HP, various Window type	-	12
Total	-	**63**

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

5.3 **Consumables**
- Power and water supply shall be provided by PPA.
- Consumable such as capacitor, freon etc., shall be provided by the contractor.

- Materials or spare parts, such as but not limited to a fan motor and compressor, shall be procured in accordance with the provisions of R.A. 12009 and its IRR.

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 Attend to field trouble call and perform the necessary check-up and repair, free of charge and without additional cost to PPA.

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 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.

6.1.6 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.

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

6.2 Performance Security

6.2.1. 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%)

6.3 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.

6.4 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.

6.5 The CONTRACTOR shall strictly comply with all existing PPA rules, regulations, policies and guidelines.

6.6 The CONTRACTOR shall provide personnel, as stated under Manpower Complement of this TOR, that possess the following qualifications requirement:

6.6.1.1 Should be physically fit to work;
6.6.1.2 Should have the technical knowledge to perform the required task;
6.6.1.3 Should be able to read and write;
6.6.1.4 Must be of good moral character; and
6.6.1.5 Should not have been convicted several times for a capital offense.

6.7 **Rights and Authority of Philippine Ports Authority**

6.7.1 Grant the Contractor the sole and exclusive contract for the **Preventive Maintenance of various type Air-Conditioning Units at PMO Batangas and Radar Stations 1, 2, 3 & 4** within its vicinity subject to the scope of undertaking to be prescribed thereafter.

6.7.2 PPA may require the change of personnel who violated existing laws, PPA rules and regulations and those who are found incompetent.

6.7.3 PPA may cancel/rescind or terminate the contract in case of unsatisfactory service provided by the CONTRACTOR as well as violations of any of the provisions of this TOR.

6.7.4 PPA may call the CONTRACTOR to conduct emergency check-up or repair of units without additional cost to PPA.

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 monthly computed on daily basis at the unit bid price of work, actually performed, upon submission of the following supporting documents:

7.1.1. Pictures taken during 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 Contractor 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 the Contract shall be for a period of **Three (3) months**.

13. 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

Approved by:

AURORA A. MENDOZA
Port Manager

Conforme:

_____
(Signature over Printed Name of
Authorized Signatory/Representative)