

## **TERMS OF REFERENCE**

### **For the Supply, Delivery and Services of Purified Drinking Water for PPA-PMO NCR North**

#### **1. RATIONALE**

This Terms of Reference (TOR) shall serve as guide to the parties interested to participate for the Supply, Delivery and Services of Purified Drinking Water (5-gallons per round container) for PPA-PMO NCR North (PPA).

#### **2. OBJECTIVES**

- 2.1 To ensure continuous supply of clean purified drinking water for PPA; and,
- 2.2 To engage the services of a competent supplier for the Supply, Delivery and Services of Purified Drinking Water (5-Gallons per round Container, including the supply and delivery of 350ml bottled water) for PPA in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations.

#### **3. SCOPE OF SERVICES/PERIOD OF CONTRACT**

The contract shall be for a period of twelve (12) months, or from November 1, 2023 to October 31, 2024. Delivery will be at PPA-PMO NCR North Admin Building Office, Mel Lopez Blvd., North Harbor, Tondo, Manila. Services include the following:

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Schedule of Delivery</b>
1	Free use of water dispenser (hot and cold)	Thirty one (31) units	After Receipt of Notice to Proceed (NTP)
2	Five (5) gallons round containers of Purified Drinking Water	One hundred fifty (150) gallons	Weekly
3	350ml (bottled) purified drinking water	Two hundred (200) bottles	Per order basis

#### **4. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The PPA PMO NCN through its Approved Budget for CY 2023, intends to apply the sum of **Three Hundred Thousand Pesos Only (P300,000.00)**, being the approved Budget for the Contract (ABC) to payments under the contract.

Bids received in excess of the ABC shall be automatically rejected.

#### **5. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER**

- 5.1 Ensure weekly delivery of at least One Hundred Fifty (150) round gallons of purified drinking water, including the delivery of 350ml bottled water (as the need arises).
- 5.2 Provision of thirty one (31) units of water dispenser (hot and cold) for free use of PPA during the contract implementation, and replace the same in case of damage due to wear and tear.
- 5.3 Manage an on-site maintenance and cleaning of water dispenser on a quarterly basis (during Saturdays only), free of charge.
- 5.4 Shall submit a valid Sanitary Permit/Certificate of Potability to Admin/Supply Unit during submission of quotation and before the expiration of such permit as indicated thereof.

#### **6. RESPONSIBILITIES OF PPA**

- 6.1 Grant the supplier's authorized representative/s limited access to the designated office of PPA to perform its duties and responsibilities, provided that such representative/s shall be accompanied by the duly assigned Admin/Supply personnel.
- 6.2 Take proper care of the water dispenser and containers. In case of loss or damages, except for the normal wear and tear, PPA shall reimburse to the SUPPLIER for the cost of the dispensers/containers at a price reasonable by both parties.
- 6.3 Pay the winning SUPPLIER in accordance with the conditions set forth in Section 7 hereof.

#### **7. PAYMENT SCHEME**

Payment will be on a monthly basis in the amount of (P\_\_\_\_\_ ) and shall be processed upon receipt of billing/statement of account, Delivery Receipt and Invoice duly signed by PPA representative.

## 8. LIQUIDATED DAMAGES

In case of delay in the delivery of expected units, the amount of liquidated damages shall be at least equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion for every day of delay. If the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, PPA shall rescind the contract, without prejudice to other courses of action and remedies open to it.

## 9. DISPUTE RESOLUTION

- 9.1 Should there be any dispute relative to the contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Manila or other venue, as may be applicable.
- 9.2 In case of a court suit, the venue shall be the courts of competent jurisdiction in Manila or any other venue, as may be applicable, to the exclusion of other courts; and
- 9.3 Any amendment or additional terms and conditions to the contract shall be put in writing, signed and acknowledged by the contracting Parties.

Prepared By:

  
**JOSEPHINE S. SALOSAGCOL**  
End-User/Acting RMD Manager 

Approved:

  
**AURORA A. MENDOZA**  
Acting Port Manager

Conforme:

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Name & Signature

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Name of Company

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Date