

TERMS OF REFERENCE

PROCUREMENT OF SUPPLY, DELIVERY AND MAINTENANCE OF PURIFIED DRINKING WATER AND WATER DISPENSERS FOR PMO-NCR NORTH

I. RATIONALE

- a. This Terms of Reference (TOR) is prepared to guide the parties in the procurement of purified drinking water (5-galloons per round container) and water dispensers at PMO-NCR North.
- b. This is consistent with Republic Act No. 12009 or the New Government Procurement Law and its Implementing Rules and Regulations.

II. OBJECTIVES

To procure a qualified service provider for the Supply, Delivery and Maintenance of Purified Drinking Water and Water Dispensers for a period of twelve (12) months through Small Value Procurement in accordance with Section 34 of Implementing Rules and Regulations of Republic Act No. 12009 or the New Government Procurement Act.

III. DOCUMENTARY REQUIREMENTS

- a. Valid Mayor's Permit
- b. PhilGEPS Registration Number
- c. Omnibus Sworn Statement
- d. Sanitary Permit from City Health Office
- e. DOH Operational Permit (for Water Refilling Station)

IV. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is **Three Hundred Fourteen Thousand Four Hundred Pesos only (PhP314,400.00).**

V. CONTRACT DURATION

The contract shall be for a period of **twelve (12) months** or from **November 1, 2025 to October 30, 2026.**

VI. SCOPE OF SERVICES AND SCHEDULE OF DELIVERY

Item No.	Description	Quantity	Schedule of Delivery
1	Free use of water dispenser (hot and cold)	Thirty-Five (35) units	Within five (5) calendar days from receipt of Notice to Proceed
2	Five (5) gallons round containers of Purified Drinking Water	One hundred fifty (150) gallons	Weekly

Delivery of the above-mentioned items will be at PMO-NCR North Administration Building, Mel Lopez Boulevard, North Harbor, Tondo, Manila.

VII. SCHEDULE OF DISPENSERS DEPLOYMENT

LOCATION	Quantity
OPM (Kitchen)	1
ESD	1
TSD – STAT	1
RMD – Finance	1
RMD – Finance Extension	1
Admin – Records	1
TSD – PLAU	1
VTSD	1
PPD	1
Office of the Port Manager	1
RMD Manager	1
Concourse (PTB)	1
COA	1
RMD – Cashiering	1
Halfway House	1
Admin – Personnel	1
TSD Manager	1
OC-1 Marine	1
OC-1 Cashiering	1
OC-1 Assessor	1
TMO – Vitas Pier 18	1
TMO – Vitas Pier 18 (One Stop Shop)	1
Harbour Centre (R-II)	1
Admin – Supply Unit	1
Zaragosa Gate	1
One Stop Shop	1
ESD Barracks	1
PM’s Quarters	1
Radar Station - 2 Corregidor Island	1
Radar Station - 1 Isla Puting Bato	1
VTMS – Control Center Manila	1
OPM – Executive Assistant Room	1
Reserved	4
TOTAL	35 UNITS

VIII. DUTIES AND RESPONSIBILITIES OF THE PARTIES

a. SUPPLIER shall:

1. Ensure weekly delivery of at minimum of One Hundred Fifty (150) gallons of purified drinking water. Deliveries must be made only during office hours, from 08:00 AM to 04:00 PM, Monday to Friday except Holidays. In such a case delivery shall be made on

the working days. Deliveries outside offices hours until 04:00 PM will not be accepted.

2. Provide of thirty-one (35) units of water dispenser (hot and cold) for free use of PPA during the contract duration, and replace the same in case of damage due to wear and tear.
3. Manage an on-site maintenance and cleaning of water dispenser on a quarterly basis (during Saturdays only), free of charge in coordination with the Office of the Procurement Unit.
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.

b. PMO-NCR North shall:

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.
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.
3. Pay the winning SUPPLIER in accordance with the conditions set forth in Section 7 hereof.
4. If the Contractor satisfactorily fulfill its obligations with the terms and condition stipulated in the Terms of Reference (TOR), renewal of contract will be allowed every year for three (3) consecutive years, in accordance with Republic Act No. 12009 or the New Government Procurement Law and its Implementing Rules and Regulations.

IX. TERMS OF PAYMENT

Payment will be on a monthly basis and shall be processed upon receipt of billing/statement of account, Delivery Receipt and Invoice duly signed by the duly authorized PPA representative

X. 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.

XI. DISPUTE RESOLUTION

In case of any conflict, dispute or controversy arising from the implementation and interpretation of the Contract or anything that may arise in the performance of the respective responsibilities, both parties shall exert all efforts to amicably settle any conflict or dispute between them in accordance with Republic Act No. 9285 or the Alternative Dispute Resolution Act of 2004.

However, should the parties fail to reach an agreement to resolve such dispute, any action arising therefrom shall be exclusively referred to the appropriate courts in Metro Manila.

In the event that the parties successfully settle the matter amicably, the resulting compromise agreement shall be binding upon both parties and shall be performed in good faith.

XII. AMENDMENT OR MODIFICATIONS

The parties hereto may, upon mutual agreement, amend, alter, or modify the contract. Any such amendment shall be in writing and signed by the parties or their duly authorized representatives.

Prepared By:


JOSEPHINE S. SALOSAGCOL
End-User/ RMD Manager 

Approved:


JENNELIZA D. REBONG
Port Manager