

TERMS OF REFERENCE

SUPPLY, DELIVERY AND SERVICES OF PURIFIED DRINKING WATER

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 ensure continuous supply of clean purified drinking water for PMO NCN to engage the services of a competent supplier for the Supply, Delivery and Services of Purified Drinking Water 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)
- f. License to Operate (LTO)
- g. Certificate of Product Registration (CPR)
- h. cGMPs and HACCP Certificates

IV. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is **Four Hundred Seventy-Eight Thousand Pesos only (₱478,000.00).**

V. CONTRACT DURATION

The contract shall be for a period of **twelve (12) months** or from **November 1, 2026 to October 30, 2027.**

VI. SCOPE OF SERVICES AND SCHEDULE OF DELIVERY

Item No.	Description	Quantity	Schedule of Delivery
1	Free use of water dispenser (hot and cold)	Forty-Five (45) units	Within seven (7) working days from receipt of Notice to Proceed
2	Five (5) gallons round containers of Purified Drinking Water	One hundred fifty (150) gallons	Weekly
3	Purified Drinking Water Bottled 350ml	One Thousand (1000) bottled water	Order Basis

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
Admin – GSU	1
Admin – Pantry	1
Admin – Personnel	1
Admin – Records	1
Admin – Stockroom	1
Admin – Supply Unit	1
Admin Officer Room	1
Clinic	1
COA	1
Concourse (PTB)	1
ESD Barracks	1
ESD Room	1
ESD Staff	1
Halfway House	1
Harbour Centre (R-II)	1
Manager, Office of the Port Manager	1
Manager, PPD Manager	1
Manager, RMD Manager	1
Manager, TMO Vitas Pier - 18	1
Manager, TSD Manager	1
Manager, VTSD	1
OC-1 Assessor	1
OC-1 Cashiering	1

OC-1 Marine	1
One Stop Shop	1
OPM (Kitchen)	1
PM's Quarters	1
PPD	1
Radar Station - 1 Isla Puting Bato	1
Radar Station - 2 Corregidor Island	1
RMD – Cashiering	1
RMD – Finance	1
RMD – Finance Extension	1
TMO – Vitas Pier 18	1
TMO – Vitas Pier 18 (One Stop Shop)	1
TSD – PLAU	1
TSD – STAT	1
VTMS – Control Center Manila 2F	1
VTMS – Control Center Manila 5F	1
Zaragosa Gate	1
Reserved	5
TOTAL	45 UNITS

VIII. DUTIES AND RESPONSIBILITIES OF THE PARTIES

a. SUPPLIER shall:

1. Ensure weekly delivery of atleast 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 forty-five (45) 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. Maintain the water dispensers by conducting on-site maintenance on a quarterly basis and cleaning them on a monthly basis, free of charge, in coordination with Admin – Procurement Unit. The supplier shall also submit its maintenance schedule and plan to the said units.
4. In the event of malfunctions of any dispenser, the SUPPLIER shall provide a new dispenser while the said dispenser is under repair within a period of not exceeding three (3) working days from the date the same was reported. The cost of repair including the parts and accessories to be replaced, if any, shall be shouldered by the SUPPLIER.

5. Purified Drinking Water Containers must have one-time use disposable caps and untampered protective seal to make sure that the water delivered is safe and uncontaminated. Purified Drinking Water must have a shelf life of 6 - months to make sure that water delivered is in good quality based on its taste and odor.
6. The SUPPLIER shall provide a stackable rack for the proper storage of 5-gallon water containers.
7. Due diligence and care shall be exercised in handling the water dispensers and only authorized personnel shall be allowed to repair and maintain.
8. Shall submit a monthly result of Bacteriological Test Analysis from any accredited office of the Department of Health.
9. 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 Supply Unit 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.

IX. TERMS OF PAYMENT

Payment shall be made on a monthly basis and shall only be processed upon receipt of the billing or statement of account, Delivery Receipt and Invoice by the duly authorized PMO NCN 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.

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