

TERMS OF REFERENCE
Supply of Labor, Materials, and Equipment
for Termite Control and Extermination Services
Port of Batangas (Baseport)

A. Rationale

This shall serve as a guide, for those proponent (the Supplier) of known qualifications, pertaining the requirements of the Philippine Ports Authority (PPA), Port Management Office (PMO) of Batangas on the conduct of a Negotiated Procurement (Small Value Procurement) for the project “**Supply of Labor, Materials, and Equipment for Termite Control and Extermination Services, Port of Batangas (Baseport)**” in accordance with Section 53.9 of the Revised Implementing Rules and Regulations of Republic Act No. 9184.

B. Objectives

To control / exterminate termite infestation at the New Administration Building and Guest House, both located at the Port of Batangas (Baseport).

C. Scope of Undertaking

The project which has an approved budget of PhP 56,500.00 engrosses comprehensive control of termite infestation and eradication of termite mounds at / near the following identified areas located at the Port of Batangas:

1. All floors and outskirts of the New Administration Building;
2. All floors and outskirts of the Guest House

D. Terms and Conditions

1. Submission of Requirements

- a. Submission of quotations consist of cost proposal for the works specified under this Terms of Reference (TOR), and Work Plan prescribed in the next paragraph, in a sealed envelope duly marked “**Termite Control and Extermination Services**”. The said submission shall be received by the BAC Secretariat for the Procurement of Goods and Services on or before **15 August 2011, 9:00 A.M.** at the **Port Services Division (PSD) Office, 5th Floor, PMO Batangas New Administration Building, Port Access Road, Calicanto, Batangas City**;

b. The Supplier shall submit the following requirements:

- i. Cost proposal, which should not exceed the Approved Budget for the Contract. Prices shall be quoted in Philippine Peso;
- ii. Work Plan outlining how the requested services will be conducted;
- iii. Prior to award of the project, the winning Supplier shall furnish the BAC a certified true copy of its valid and current documents, as follows:
 - aa. Business Name Registration;
 - bb. Business Permit;
 - cc. Certificate of PhilGEPS Registration;
 - dd. Tax Clearance issued by the Bureau of Internal Revenue;
 - ee. Income and Business Tax Returns

2. Site Inspection

The Supplier, at his / her discretion, shall conduct actual site inspection of the project sites which will be supported by a certification from PPA, PMO Batangas. The Supplier

shall notify the BAC Secretariat at least two (2) days in advance of the said site inspection.

3. Evaluation of Quotations

Quotations shall be compared and evaluated on the basis of its completeness in accordance with Section D, Item No. 1.

4. Award

The Supplier conforming to all the items prescribed under this TOR and determined to have submitted the complete and lowest price quotation shall be given the award for the project.

5. Delivery / Commencement of Services

- a. Commencement of Services shall be made within three (3) calendar days from date of receipt of Notice to Proceed or Purchase Order, whichever is applicable;
- b. The Supplier shall immediately commence execution of all the necessary activities and shall carry out all works in accordance with the Work Plan and this TOR;
- c. The Supplier shall do its best in assuring that the regular functions and operations of the PPA Office would not be affected or disrupted during the performance of this project;
- d. The Supplier shall complete the project within fifteen (15) calendar days from the date of its commencement of the services required herein;
- e. Upon delivery / execution of the services called for, the Supplier shall notify PPA and present the following documents:
 - i. Approved Purchase Order;
 - ii. Original and four (4) copies of the Supplier's Invoice showing the services description, quantity, unit price, and total price;
 - iii. Original and four (4) copies of Delivery Receipts;
 - iv. Inventory of materials used for the project;
 - v. Pictures taken before and after actual works;
 - vi. Service Report duly signed by PPA representative;
 - vii. Warranty Certificate
- f. The Supplier, who accepted a Purchase Order but failed to deliver the required goods / services within the time called for in the Purchase Order, including the warranty period of two (2) years from the date of its commencement of services required herein, shall be disqualified from participating in the future procurement of PPA. This is without prejudice to the imposition of other sanctions prescribed under R.A. 9184 and its IRR against the Supplier.
- g. Rejected deliveries shall be construed as non-delivery, and shall be replaced by the supplier subject to liquidated damages for delayed deliverables;

6. Liquidated Damages

A penalty of one-tenth of one percent (0.001) of the total value of the undelivered goods / services shall be charged as liquidated damages for every day of delay of the delivery of the purchased goods / services;

The maximum deduction shall be ten percent (10%) of the amount of the Purchase Order, without prejudice to other courses of action and remedies open to it.

7. Warranty

All works shall be guaranteed with quarterly check-ups for a period of one (1) year and / or termite control treatment for a period of two (2) years, whenever found necessary or until termite infestation has been eliminated in accordance with this TOR. The Supplier shall provide necessary treatment during the guaranteed period at no extra cost to PPA. Failure of the Supplier to provide the necessary treatment during the guaranteed period of two (2) years shall be ground for disqualification of said Supplier in the future procurement of PPA.

8. Parameters for Payment

For and in consideration of the full, satisfactory and faithful performance by the winning Supplier of all its undertakings defined and provided under this TOR and the Work Plan, PPA agrees to pay the amount prescribed in the signed Purchase Order inclusive of applicable Value Added Tax (VAT).

Payment shall be made only upon submission of the documents required under Section D, Item 5.e, subject to existing accounting and auditing rules and regulations.

9. Responsibilities of the Supplier

- a. The Supplier shall ensure that all materials, labor, and equipment necessary for the implementation of the necessary activities are of the best quality and workmanship;
- b. Termite treatment shall be undertaken with the work plan which will be submitted to and acknowledged by PPA;
- c. The Supplier shall provide all labor and materials, tools and equipment, supervision and other incidentals for the comprehensive termite control / extermination at locations identified in Section C;
- d. Technical and Professional Services

The Supplier shall provide efficient and effective technical methods and professional services for the required termite control / extermination at the premises identified in Section C which involve the following:

- i. **Soil Poisoning.** Involves at least one (1) general treatment / application of termiticidal chemicals along the perimeter of the identified areas in Section C either by cordoning, trenching, or injection, whichever is appropriate; thus, creating a continuous chemical barrier making it impossible for termites to enter and destroy the wooden structures / portions of the buildings.

The injection method may require drilling of holes 0.30m apart along the concrete and / soil perimeter of the buildings, followed by direct injection of termiticidal chemicals.

The drilled holes shall be restored by the Supplier to its original appearance after the treatment;

- ii. **Residual Spraying.** This shall be done in at least (1) one general treatment to facilitate direct extermination of termites as well as of crawling and flying insects such as cockroaches, ants, mosquitoes, among others, on infested parts of the building. Uninfested areas including gardens, parking lots shall also be treated to provide adequate protection;
- iii. **Wood Drenching.** Requires at least one (1) general treatment on all the infested and uninfested parts of the building, concentrating on floors, walls, baseboards, cracks, and crevices to control surface infestation and minimize further infestation;

- iv. **Chemical Dusting / Powder Treatment.** This service refers to the application of anti-termite powder to all joints, ends, crevices, baseboards and cabinets, general switch boxes, outlets, switches, telephone boxes, generator boxes and pipes, and aircon pipes;
 - v. **Termites Mound Extermination.** All termites mounds found within the building and its compound shall be treated / exterminated accordingly.
- e. Chemicals to be Applied
- i. The Supplier shall ensure that the chemicals to be applied, the frequency of application and the company that provides these chemicals are registered with appropriate regulatory body of the government. A certification showing the said chemicals are duly registered should be submitted to PPA;
 - ii. The Supplier shall ensure that only safe and effective formulations approved by appropriate regulatory body of the government shall be used;
 - iii. Non-toxic chemicals shall be used in areas susceptible to contamination and may cause harm to people such as those dealing with food and water supply.
- f. The Supplier shall be responsible for the source(s) of its goods / equipment, and shall make the deliveries in accordance with the schedule, and specifications of the Award or Purchase Order;
- g. The employees of the Supplier are not employees of PPA. 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 Supplier whether or not occurring during the performance of their duties;
- h. The Supplier shall indemnify PPA for whatever injuries or damages caused or occasioned or contributed to by failure, negligence, or conduct of the Supplier arising out of or in connection with or on the occasion of the performance of this agreement;
- i. The Supplier 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 liability in respect thereof and or arising therefrom and / or by reason of this TOR and its implementation.

10. Responsibilities of PPA

- a. Grant the winning Supplier the sole and exclusive contract for the project "Supply of Labor, Materials, and Equipment for Termite Control and Extermination Services, Port of Batangas (Baseport)" and other related activities subject to the scope of work and undertaking prescribed herein;
- b. Provision of power and water supply for the execution of the project;
- c. Closely monitor the implementation of the project in accordance with this TOR and the Work Plan;
- d. PPA may cause the cancellation or termination of the project in case of violation of the Supplier or its employees in any of the provisions supplied herein.

I/We hereby commit to comply with all the provisions prescribed under this TOR.

Name of Company/Supplier

Signature over Printed Name of Bidder

Date