

TERMS OF REFERENCE

**For the Supply and Delivery of 3,000 jugs of Purified Drinking Water
(5-Gallon Container) for Baseport, PMO-Palawan
for months of January to December 2025**

1. RATIONALE

This Terms of Reference (TOR) shall serve as guides to the parties interested to participate for the Supply and Delivery of 3,000 Jugs Purified Drinking Water (5-Gallon Container) for Baseport, PMO-Palawan for months of January to December 2025.

2. OBJECTIVE

2.1 To ensure continuous supply of clean purified drinking water for Baseport, PMO Palawan;

2.2 To engage the services of a competent supplier for the Supply and Delivery of 3,000 jugs of Purified Drinking Water (5-Gallon Container) for Baseport, PMO-Palawan for months of January to December 2025 in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations.

3. SCOPE OF UNDERTAKING

3.1 Areas Covered. The areas covered by the services are the following:

AREAS COVERED		No. of Dispensers
PPA Administration Building		
1 st Floor	Finance Division	1
	COA	1
	PSD	1
	Lobby	1
2 nd Floor	Admin. Division	1
	Office of the Port Manager	2
3 rd Floor	Engineering Division	1
	Social Hall	1
Port Police Headquarters		1
Baseport Terminal Building		2
Guest House 1		1
PM's Quarters		1
Motorpool Area		1
Entrance Gate Guard House		1
Exit Gate Guard House		1
TOTAL		17

3.2 Scope of Works

3.2.1 Delivery of purified drinking water;

3.2.2 Provision of at least five (5) units of hot and cold compressor cooling water dispenser;

3.2.3 Maintenance and cleaning of water dispensers on a weekly basis (during Saturdays), free of charge;

3.2.5 Such other work necessary to ensure efficient delivery of the project.

4. TECHNICAL REQUIREMENTS

Description	Quantity	Unit	Delivery Schedule
Purified Drinking Water (5-gallon container) (clean and clear jugs)	3000	jugs	Weekly basis or as per order of PPA PMO-PLW.

5. TERMS AND CONDITIONS

5.1 Obligations and Responsibilities of the SUPPLIER

- 5.1.1 The SUPPLIER shall ensure and guarantee that the purified drinking water is clean, readily available, and has undergone a comprehensive purification process consisting of a minimum of twenty- one stages;
- 5.1.2 The SUPPLIER shall, at their own expense, submit the results of laboratory analysis done by a DOH- accredited laboratory on or before 15th of the month;
- 5.1.3 The SUPPLIER shall deliver the purified drinking water at the PPA Administration Building during Office Hours, Monday to Saturday, between 8:00 AM to 5:00 P.M. or as needed by the PPA;
- 5.1.4 The SUPPLIER shall ensure that all delivered water jugs meet the highest quality and safety standards. In the event that the PPA identifies any jugs containing impurities, foreign objects, or other defects, the SUPPLIER shall promptly replace them with no additional cost to the PPA;
- 5.1.5 The SUPPLIER shall ensure that all their employees or personnel assigned to deliver wear appropriate clothing, and shall at all times, wear their identification card and port access pass;
- 5.1.6 The SUPPLIER shall strictly comply with all the PPA rules and regulations.

6. EXCLUSIVITY CLAUSE

The SUPPLIER shall have the sole and exclusive contract for the Supply and Delivery of 3,000 Jugs Purified Drinking Water (5-Gallon Container) for Baseport, PMO-Palawan for the months of January to December 2025 within its vicinity subject to the scope of undertaking to be prescribed thereafter.

7. DURATION OF CONTRACT

The duration of contract shall be for a period of twelve (12) months from the date of the execution of the contract.

8. LIABILITY CLAUSE

The SUPPLIER shall indemnify and hold free the PPA for any physical injury or damage, including death sustained by the employees of the SUPPLIER during the performance of their duty. Furthermore, the SUPPLIER shall release the PPA from any and all liabilities, losses, damages, judgments, fines, and penalties arising from and by reason of this Terms of Reference (TOR), including any breach or failure to comply with the terms herein. The SUPPLIER shall bear full responsibility for all such claims and shall promptly settle or resolve any legal proceedings related to the same.

9. TERMINATION FOR BREACH

In the event of a material breach of any of the terms and conditions of this agreement, the PPA may terminate the agreement by providing written notice to the SUPPLIER.

10. PARAMETERS FOR PAYMENT

10.1 For and in consideration of the full, satisfactory and faithful performance by the SUPPLIER of all undertaking defined and provided for under this Terms of Reference (TOR), the Authority agrees to pay the amount prescribed on the agreement signed inclusive of 12% Value Added Tax (for VAT Registered Suppliers), payment to be made monthly computed based on actual delivery, upon submission of the following supporting documents:

10.1.1 Statement of Account;

10.1.2 Delivery Receipt duly signed by PPA representative

10.2 Any or all payment/s to be made shall be subjected to existing accounting and auditing rules and regulations.

Recommending Approval:



NORA ANGELA B. ANTENOR
End-User /OIC - Administrative Division

Approved :



ELIZALDE M. ULSON
Poft Manager

Conformed :

Authorized Signatory

REQUEST FOR QUOTATION

1. The Philippine Ports Authority – Port Management Office of Palawan (PPA-PLW) through its Bids and Award Committee for the Procurement of Goods and Services (BAC-PGS-PLW) will undertake procurement of Supply and Delivery of Purified water for Baseport, PMO-Palawan for CY 2025 in accordance with Section 53.9 Small Value Procurement, of the Revised Implementing Rules and Regulations of Republic Act No. 9184. The details of the project are the following:

a. Name of Project	Supply and Delivery of 3,000 jugs Purified Water (5-gallon Container) for Baseport, PMO-Palawan for months of January – December 2025.
b. Brief Description	To ensure continuous supply of purified water
c. Delivery Period	Daily basis or as per order of PMO-Palawan
d. Duration	Twelve (12) Months
e. Approved Budget of Contract	PhP 35.00 / 5-gallon container
f. Source of Fund	PPA Corporate Operating Budget

2. The duly accomplished Price Quotation Form (Annex “A”) and Omnibus Sworn Statement Form (Annex “B”) together with CERTIFIED COPY of the following documents must be placed in sealed envelope and submitted in accordance with Item No. 3 hereof :

1. Valid Mayor’s / Business Permit;
2. PhilGEPS Registration Certificate or PhilGEPS Registration Number
3. Latest Income/Business Tax Return
4. Notarized Omnibus Sworn Statement
5. CY 2024 proof that the quality of the processed water passed the Philippine National Standards for Drinking Water (PNSDW as certified by DOH-accredited laboratory.

Non-submission of any of the above required documents shall be a ground for disqualification.

3. All quotations may be submitted by mail, courier or hand carried on or before January 15, 2025, 12:00NN at the Admin. Division Office, 2/F, PPA Administration Building, Port Area, Puerto Princesa City addressed to:

ERWIN S. GATPANDAN

Chairperson

Bids and Awards Committee for the Procurement of Goods & Consultancy Services and Engineering Projects

PPA, PMO-Palawan

4. All quotations shall be inclusive of the applicable Value Added Tax (VAT) for VAT registered suppliers and shall be valid for a period of ninety (90) calendar days from the deadline of submission of quotations.
5. The Authorized Representative must sign the conformed of the Terms of Reference of this RFQ.
6. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the signatory or his/her duly authorized representative/s.
7. The project shall be awarded to the supplier determined to have submitted the complete documents and lowest quotation or the single quotation in case of lone supplier.
8. Prospective supplier shall be a duly licensed Filipino citizens/sole proprietorship; partnerships, corporations, organizations, cooperatives duly organized under laws of the Philippines or a joint venture with at least sixty percent (60%) interest or outstanding capital stock belongs to citizens of the Philippines.
9. PPA-PLW reserves the right to reject any or all quotations at any time prior to award of the project without thereby incurring any liability to the affected proponents and to waive any minor defects therein and to accept quotation as may be considered advantageous to the government.
10. For information, you may contact Ms. Mariza O. Nallana, Head, Secretariat at Telephone No. (048) 434-5321 or Ms. Meriel S. Dolor, Procurement Officer B at Telephone No. (048)433-0356.

ERWIN S. GATPANDAN

Chairperson

Bids and Awards Committee for the Procurement of Goods & Consultancy Services
and Engineering Projects (PMO-PALAWAN BAC)

PPA, PMO-Palawan

PRICE QUOTATION FORM

Date: _____

ERWIN S. GATPANDAN

Chairperson, Bids and Awards Committee for Procurement
Of Goods, Consultancy Services and Engineering Projects
(PMO-PALAWAN-BAC)
PPA, PMO- Palawan
Port Area, Puerto Princesa City

Dear Mr. Gatpandan,

After having carefully read and accepted the terms and conditions in the Request for Quotation (RFQ) for the project entitled "Supply and Delivery of 3,000 jugs Purified Water (5-gallon container) for Baseport, PMO Palawan for period of January to December 2025", we hereby submit our proposal corresponding to your requirements.

Item Description	Quoted Amount (in Pesos) / Jug
Supply and Delivery of 3,000 jugs (5-gallon container) of Purified Drinking Water for Baseport, PMO-Palawan for period of January to December 2025.	

The above quoted prices are inclusive of all costs and applicable taxes.

Very truly yours,

Name/Position/Signature of Representative

Name of Company

Company Address

Contact Number

Email Address

OMNIBUS SWORN STATEMENT

I, _____, of legal age, _____, _____
 (Name of Affiant) (Civil Status) (Nationality)

and residing at _____ after having been duly sworn in accordance with law, hereby depose and say :

(If a sole partnership) :

1. That I am _____ of the _____
 (Designation) (Name of applicant firm/contractor)
 with office address at _____.

(If a partnership, corporation, cooperative or joint venture):

1. I am the duly authorized and designated representative of _____
 _____ with office address at _____
 _____.

(If a sole proprietorship) :

2. As the owner and sole proprietor of _____,
 (Name of Bidder)
 have full power and authority to do, execute and perform any and all acts necessary to represent in the bidding for _____
 (name of the Project)
 _____ of the Philippine Ports Authority, PMO-
 Palawan.

(If a partnership, corporation, cooperative or joint venture):

2. I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the _____ in the bidding as shown in the attached _____
 (state title of attached documents showing proof of authorization (e.g.duly authorized Secretary's Certificate issued by the corporation or by the members of the joint venture):

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 Body.

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;

(If a sole proprietorship)

6. I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group (TWG) and the BAC Secretariat, or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree;

(If a partnership, corporation, cooperative or joint venture) :

6. None of the Officers, directors, and controlling stockholders of _____ (Name of Bidder) is related to the Head of the Procuring Entity, members of the Bids and Committee (BAC), the BAC Secretariat, the Technical working Group (TWG) or the end-user and the project consultants by consanguinity or affinity up to the third civil degree ;

7. _____ (Name of Bidder) complies with existing labor laws and standards; and

8. _____ (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder :

- a. Carefully examine all the 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 _____ (name of project).

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2025 _____ at Puerto Princesa City, Philippines.

(Affiant/Bidder's Representative/Authorized Signatory
SUBSCRIBED AND SWORN to before me this _____ day of _____, 2025, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____.

NOTARY PUBLIC
Until

Doc. No. _____
Page No. _____
Book No. _____
Series of _____