

TERMS OF REFERENCE

For the Supply, Delivery and Services of Purified Drinking Water (5-gallons per container) for PPA-PMO NCR North

1. RATIONAL

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 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 container) for PPA in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations.

3. SCOPE OF SERVICES

The contract shall be for a period of twelve (12) months, or from November 1, 2021 to October 30, 2022. Delivery will be at PPA-PMO NCR North Admin Bldg. Office, Mel Lopez Blvd., North Harbor, Tondo, Manila. Services include the following:

Item No.	Description	Quantity	Schedule of Delivery
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 Twenty Five (125) gallons	Weekly



4. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is **Two Hundred Thousand Pesos (P200,000.00)**, inclusive of applicable government tax.

5. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER

- 5.1 Ensure weekly delivery of at least One Hundred Twenty Five (125) gallons of purified drinking water.
- 5.2 Provision of thirty one (31) units of water dispenser (hot and cold) for free use of PPA during the contract implementation.
- 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 hereof.

6. RESPONSIBILITY 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 dispenser/containers at a price reasonable to both parties.
- 6.3 Pay the winning SUPPLIER in accordance with the condition set forth in Section 7 hereof.

7. PAYMENT SCHEME

Payment will be processed upon receipt of billing/statement of account and 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:


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Admin. Officer IV

Approved:


ANNIE LEE F. MANESE
Port Manager