



PHILIPPINE
PORTS
AUTHORITY



**PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE OF BATANGAS
Bids And Awards Committee (PMOB-BAC)**

SUPPLEMENTAL / BID BULLETIN NO. 1

Notice To : All Contractors-Applicants/Bidders
: Members, PMOB-BAC
: Others Concerned

This is in connection with the project “**PROCUREMENT OF WATER SUPPLY FOR TMO TABLAS**” through “**Small Value Procurement (53.9)**” which was posted at PhilGEPS, PPA website and PPA-PMOB Bulletin Board on **17 October 2023**.

Item 2 of the **REQUEST FOR QUOTATION** for the project is hereby revised as:

“The duly accomplished Terms of Reference (Annex “A”), Price Quotation Form (Annex “B”) and Omnibus Sworn Statement (Annex “C”) xxxx”

Issued this **17th** day of **October 2023**.

**THE BIDS AND AWARDS COMMITTEE
(PMOB-BAC)**

By:


JEFREN P. PANGANIBAN
Chairperson

Port Management Office of Batangas
Administration Building, Port Access Road,
Calicanto, Batangas City 4200 Philippines

REQUEST FOR QUOTATION (RFQ)

1. The Philippine Ports Authority - Port Management Office of Batangas (PPA-PMOB) through its Bids and Awards Committee (BAC) will undertake **procurement of Water Supply for TMO Tablas** in accordance with **Section 53.9, Small Value Procurement**, of the **2016 Revised Implementing Rules and Regulations of Republic Act No. 9184**. The details of the project are the following:

- a. Name of Project : **Procurement of Water Supply for TMO Tablas**
- b. Reference No. : **BAC-BGS-013D-2023**
- c. Approved Budget : **Php 64,000.00**
for the Contract (ABC)
- d. Source of Fund : **PPA Corporate Funds**
- e. Item Description :

Item No.	Qty.	Unit	Item Description	Unit Cost	Total Amount (in Php)
1	1	lot	Supply and Delivery of Tap Water for TMO Tablas for the period of six (6) months	64,000.00	64,000.00
TOTAL AMOUNT (in Php)					64,000.00

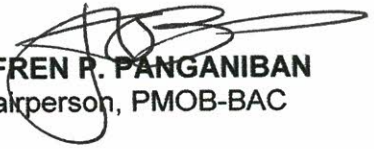
- f. Delivery Site : **TMO Tablas, Odiongan, Romblon**
- g. Delivery Period : Within six (6) months upon receipt of Notice to Proceed. Administrative penalties pursuant to Sec. 69 of the 2016 Revised IRR of R.A. 9184 shall be imposed for non-delivery without reason.
2. The duly accomplished **Price Quotation Form (Annex "A")** and **Omnibus Sworn Statement (Annex "B")** together with the **CERTIFIED TRUE COPY** of the following documents: a) Valid Mayor's / Business permit; and b) Valid PhilGEPS Registration / Registration Number, shall be submitted in a sealed envelope by mail, courier or hand carried to the PMOB-BAC on or before **09:00 a.m. of 20 October 2023** at the **Legal Unit, 6/F, PPA Administration Building, Port Access Road, Calicanto, Batangas City** addressed to:

COMPANY: (Indicate the name of the Company)
NAME OF PROJECT: (Indicate the name of the Project)

JEFREN P. PANGANIBAN
Chairperson, PMOB-BAC
Philippine Ports Authority
Port Management Office of Batangas
PPA Administration Building,
Port Access Road, Calicanto,
Batangas City 4200

Failure to comply with the instructions and to submit the required documents shall be ground for disqualification.

3. All quotations shall be inclusive of the applicable Value Added Tax (VAT) and shall be valid for a period of ninety (90) calendar days from the deadline of submission of quotations
4. 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.
5. Liquidated damages equivalent to one tenth (1/10) of one percent (1%) of the value of Purchase Order not completed within the prescribed completion period shall be imposed per day to day of delay. The PPA may rescind the agreement once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of purchase order, without prejudice to other courses of action and remedies open to it.
6. Quotations received in excess of the Approved Budget for the Contract (ABC) shall be automatically rejected.
7. Prospective bidder shall be a duly licensed Filipino citizens/sole proprietorship; partnerships, 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 Filipino Business partner.
8. A warranty security shall be required from the winning bidder for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring entity of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period. Provided, however, that the supplies delivered are free from patent and latent defects.
9. The contractor/service provider must have a functional OSH policy and program as provided in pertinent rules and regulations.
10. For the information, you may contact **Genesis Arn A Bool**, Head, BAC Secretariat at Telephone No. **(043) 723-7214**.


JEFREN P. PANGANIBAN
Chairperson, PMOB-BAC

TERMS OF REFERENCE
For the Contract for the Supply and Delivery of
Tap Water for TMO Tablas

1. RATIONALE

This Terms of Reference (TOR) shall serve as guide to the parties interested to participate for the **Contract for the Supply and Delivery of Tap Water for TMO Tablas**.

2. OBJECTIVES

- 2.1. To ensure continuous supply of fresh water for TMO TABLAS; and,
- 2.2. To engage the services of a competent supplier for the **Contract for the Supply and Delivery of Tap Water for TMO Tablas** in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations.

3. SCOPE OF UNDERTAKING

3.1. Location.

Terminal Management Office – Tablas
Brgy. Batiano, Odiongan, Romblon

3.2. Scope of Work

- 3.2.1. Delivery of tap water;
- 3.2.2. Delivery during Office Hours, Monday to Sunday, between 8:00 AM to 5:00 PM, as advised by TMO Tablas authorized representative;
- 3.2.3. Such other work necessary to ensure efficient delivery of the project.

4. TECHNICAL REQUIREMENTS

Description	Quantity	Unit	Delivery Schedule
Tap Water	180,000	Liters	Weekly basis as per order of PPA TMO Tablas

5. TERMS AND CONDITIONS

5.1. Obligations and Responsibilities of the SUPPLIER

- 5.1.1. Sees to it that SUPPLIER’s personnel assigned to deliver shall be tidy and neat, and shall wear appropriate clothing. They shall at all times wear their employees Identification Card and Port Access Pass;
- 5.1.2. The SUPPLIER guarantees and warrants the availability tap water;

- 5.1.3.** The 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 by any of the performance of their duties. The SUPPLIER agrees and binds itself to indemnify the 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. 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 and all liabilities, losses, damages, judgments, fines and penalties arising from and by reason of thus Terms of Reference (TOR) and its implementation.
- 5.1.4.** Pay the salaries of their employees and provide them the benefits provided by existing laws and regulations;
- 5.1.5.** Pay taxes in full and on time. Failure to do so will entitle the PPA to rescind the contract/P.O with the SUPPLIER;
- 5.1.6.** No Employer – Employee relationship between PPA and the personnel assigned to it shall exist. Said personnel are to be considered employees of the SUPPLIER;
- 5.1.7.** To guarantee the faithful performance of the winning SUPPLIER of its obligations under the contract, it shall post a Performance Security in any of the following forms:

Form of Security	Minimum Amount % of Total Contract Price
Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit	Five Percent (5%)
Bank guarantee	Five Percent (5%)
Surety Bond	Thirty Percent (30%)

- 5.1.8.** The SUPPLIER agrees and obligates itself to restore to its original condition, on its own account, any facility belonging to PPA and / or public and private property which are damaged or in any manner adversely affected by the SUPPLIER in connection with the performance of its obligations under the Contract;
- 5.1.9.** The SUPPLIER agrees and binds itself to hold PPA free and blameless from any damage, claims, liabilities or legal actions which may be brought by any third party whomsoever by reason of this Contract;
- 5.1.10.** The SUPPLIER shall strictly comply with all existing PPA rules, regulations, policies and guidelines;
- 5.1.11.** The SUPPLIER shall provide sufficient number of personnel, on its own account, in connection with the performance of its obligations under the Contract, that possess the following qualification requirements:
- 5.1.11.1.** Should be physically and mentally fit to work;
- 5.1.11.2.** Must be of good moral character;

5.2. Rights of the Philippine Ports Authority

- 5.2.1.** Grant the SUPPLIER the sole and exclusive **Contract for the Supply and Delivery of Tap Water for TMO Tablas.**

- 5.2.2. PPA shall require the SUPPLIER the immediate replacement of any delivered water found to have impurities/foreign objects.
- 5.2.3. PPA may request for the removal/change of personnel who violated existing laws, PPA rules and regulations and those who are found incompetent.
- 5.2.4. PPA may rescind the contract/P.O in case of violations of the conditions of this TOR.

6. DURATION OF CONTRACT

The duration of contract shall be for a period of six (6) months from the date of execution of contract.

7. PARAMETERS FOR PAYMENT

7.1. For and in consideration of the full, satisfactory and faithful performance by the SUPPLIER of all its 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, payment to be made monthly computed on daily basis at the unit bid price of work, actually performed, upon submission of the following supporting documents:

7.1.1. Statement of Account;

7.1.2. Delivery Receipt and Invoice duly signed by PPA representative;

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

Prepared by:


MARGARITA EMELYN B VILLAMOR
Division Manager A, Administrative Division

Noted by:


JOSELITO O. SINO CRUZ PhD
Port Manager

Conforme:

Authorized Signatory

Price Quotation Form

Date: _____

JEFREN P. PANGANIBAN
Chairperson, PMOB-BAC
Philippine Ports Authority
Port Management Office of Batangas
PPA Administration Building,
Port Access Road, Calicanto,
Batangas City 4200

Dear Mr. Panganiban,

We hereby submit our quotation for the procurement of the project, entitled: **Procurement of Water Supply for TMO Tablas**, to wit:

Item No.	Qty.	Unit	Item Description	Unit Cost	Total Amount (in Php)
1	1	lot	Supply and Delivery of Tap Water for TMO Tablas for the period of six (6) months		
TOTAL AMOUNT (in Php)					

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

Very truly yours,

Name / Position / Signature of Authorized Representative over Printed Name

Name of Company

Company Address

Contact Number

Email Address

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, _____, of legal age, _____, _____, and residing at
[Name of Affiant] [Civil Status] [Nationality]

[Address of Affiant]

after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor or authorized representative of _____
[Name of Bidder] with office address at _____;
[address of Bidder]

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of _____ with
[Name of Bidder] office address at _____;
[address of Bidder]

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of _____
[Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for _____
[Name of the Project] of the _____
[Name of the Procuring Entity] as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for _____
[Name of the Project] of the _____, as shown in the attached _____
[Name of the Procuring Entity] [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]

3. _____ is not "blacklisted" or barred from bidding by the
[Name of Bidder] 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 Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and approved for in the Uniform Guidelines on Blacklisting;
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. _____ is authorizing the Head of the Procuring Entity
[Name of Bidder] or its duly authorized representative(s) to verify all the documents submitted;
6. **Select one, delete the rest:**
If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of _____
[Name of Bidder]

is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of _____
[Name of Bidder]

members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. _____ complies with existing labor laws and standards; and
[Name of Bidder]

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

- a) Carefully examine all of the Bidding 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 the Project]

9. _____ did not give or pay directly or indirectly, any commission,
[Name of Bidder]
amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of _____ at _____
Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____, with his/her photograph and signature appearing thereon,
[insert type of government identification card used]
with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at ____.

Witness my hand and seal this ____ day of _____.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____