



TERMS OF REFERENCE

PROJECT: SUPPLY AND DELIVERY OF FIVE (5) GALLON PURIFIED DRINKING WATER FOR OFFICIALS AND EMPLOYEES OF THE DOLE-CENTRAL OFFICE FOR A PERIOD OF ONE (1) YEAR

OWNER: DEPARTMENT OF LABOR AND EMPLOYMENT

LOCATION: INTRAMUROS, MANILA

APPROVED BUDGET FOR THE CONTRACT: P600,000.00

I. PURPOSE

The Department of Labor and Employment (DOLE) desires to engage the services of a contractor to supply five (5) gallon purified drinking water for the officials and employees of the DOLE-Central Office (CO) for a period of one (1) year.

II. GENERAL CONDITIONS:

1. The responsibilities of the CONTRACTOR are, as follows:

- a. Supply an average of 250 of five gallon purified drinking water per week or a total of 1000 gallons per month:

Description	Number of Gallons/ Week	Number of Gallons/ Month
5 gallon containers	250	1000

- b. The container shall be free of charge. However, for every loss or damage of the 5 gallon containers due to improper handling, an amount of Two Hundred Pesos (P200.00) per container will be charged to the account of DOLE.
- c. Provide **65 units of brand new hot and cold water dispensers** which shall be used by DOLE-CO for free as shown in "Annex A".
- d. Conduct of monthly cleaning, check-up and maintenance of the hot and cold water dispensers. In the event of malfunctions of any dispenser, the CONTRACTOR 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 CONTRACTOR.

- e. Submit the result of a monthly Bacteriological Test Analysis from any accredited office of the Department of Health, and the University of the Philippines, Diliman, Quezon, City to the Director, Administrative Service every 10th day after the reference month. Any result which may yield negative effect to consumers such as presence of coliform or unfit for human consumption shall cause for the termination of the contract.
- f. Deliver the required five (5) gallon purified drinking water at least twice a week, every Tuesdays and Fridays, or as the need arises at the following offices with an estimated number of monthly and annual consumption:

Office/Location	No. of Five Gallon to be Delivered	
	Monthly	Annual
Property Division Administrative Service (AS) 2nd Floor, DOLE Building Muralla corner General Luna Streets, Intramuros, Manila	740	8,880
Bureau of Labor Relations (BLR) Bureau of Local Employment (BLE) 6th Floor, BF Condominium Intramuros, Manila	160	1,920
Bureau of Workers with Special Concerns (BWSC) 9th Floor, G.E. Antonino Building Kalaw St., Manila	100	1,200
TOTAL	1,000	12,000

- g. The CONTRACTOR shall be liable/accountable for any untoward incident caused by drinking the purified water subject for verification or submission of a doctor's certificate by DOLE officials and employees who will be affected by this untoward incident.
2. Due diligence and care shall be exercised in handling the water dispenser/s and only authorized personnel shall be allowed to repair and maintain said dispenser/s. Any damage to the water dispenser/s due to improper operation by unauthorized person shall be charged to and paid by the DOLE.
 3. Prior to the relocation of the water dispenser/s in case it is needed, communicate beforehand with the CONTRACTOR who shall carry out the relocation. All expenses for such relocation shall be borne out and paid for by the DOLE. Should the DOLE opt to transport the water dispenser/s by

itself, it is understood that the DOLE shall be liable for the damage or loss of the water dispenser/s including the parts and accessories therein.

4. The DOLE shall have the option to increase the number of five (5) gallon purified drinking water to be delivered weekly or monthly subject to the actual consumption of the Department, through a written request of the Director of the Administrative Service, this Department.
5. The DOLE shall have the right to automatically terminate the contract in case any of its stipulations and covenants are violated by the CONTRACTOR upon notice to the CONTRACTOR; the DOLE shall be entitled to damages as may be granted and/or awarded to it in the courts of law, and shall have the right to unilaterally negotiate and/or award the unfinished services to another CONTRACTOR.

III. EFFECTIVITY:

The duration of this contract shall be for a period of one (1) year subject to extension at the option of the DOLE if the performance is found to be satisfactory. Violations of the terms and conditions stated herein shall be a ground for the pre-termination of the Contract. Either party may pre-terminate the Contract by giving the other party 30 days notice in writing prior to such termination.

IV. OTHER REQUIREMENTS

1. Result of monthly bacteriological test analysis from any accredited office of the Department of Health for the last six (6) months.
2. Certificate of Health Related Device Registration issued by the Department of Health.

V. BUDGETARY REQUIREMENTS

Funds necessary to implement the supply and delivery of five (5) gallon purified drinking water is estimated at **SIX HUNDRED THOUSAND PESOS (P600,000.00)** tax inclusive, broken down as follows:

Description	Delivery			Cost per Bottle	Total Cost per Annum
	Monthly	No. of Months	Total Annual		
Five (5) Gallon Purified Drinking Water	1000	12	12,000	P50.00	P600,000.00