



## REQUEST FOR QUOTATION

DATE: 04 JUNE 2024

Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Dear Sir/Madam:

Please quote your best offer for the item/s described below, subject to the Terms and Conditions provided in the table below, and at the dorsal portion of this form. We would appreciate receiving your offer in this form duly accomplished and signed by you or your authorized representative:

Submission of Quotation	Delivery Terms	Payment Terms
Closing Date & Time: 07 JUNE 2024 AT 12:00NN  Via E-mail or Fax to:  <a href="mailto:ranjev.garcia@ro.mwss.gov.ph">ranjev.garcia@ro.mwss.gov.ph</a>  Submit Eligibility Documents/ Info:  PhilGEPS Registration; TIN; Business Permit	1. <u>Delivery of services in accordance with the Schedule of Deliverables in the Terms of Reference (TOR).</u>  2. Place of delivery: <u>MWSS Regulatory Office</u> <u>Katipunan Ave., cor. H. Ventura Street, Brgy. Pansol</u> <u>Quezon City, Manila</u>	1. <u>In accordance with the Terms of Payment in the TOR.</u>  2. <input checked="" type="checkbox"/> Check or <input type="checkbox"/> Cash  3. <input checked="" type="checkbox"/> Full or <input type="checkbox"/> Partial <input type="text"/> % Bal. _____

Thank you very much.

Very truly yours,

RAMON A. JAVIER  
Department Manager

Date: \_\_\_\_\_

The Manager:

After having carefully read and accepted the Terms and Conditions, I/We submit our quotation for the items as follows: (please indicate number of pages/sheets including this page (1 of \_))

Particulars/ Descriptions / Specifications	Estd. Cost / Approved Budget	OFFER		
		Qty./Units	Unit Price	Total
PR No. 24-104 Procurement of services for the conduct of Certification Audit and issuance of ISO 9001:2015 Certificate, covering the ff. MWSS RO Core Processes: <ul style="list-style-type: none"><li>- Customer Complaints Management Process, and</li><li>- Annual Adjustment of Consumer Price Index (CPI)-Based Items in the Revised Concession Agreement</li></ul>	P334,000.00	1 lot		
		If any, <u>Delivery/Pick-up Terms:</u> _____  <u>Payment Terms:</u> _____		
Amount in Words:		TOTAL:		
Our Legal Documents/ Eligibility Information:  PhilGEPS Reg. No.: _____ TIN: _____ Business Permit No.: _____ Issued at: _____ Expiry Date: _____		Signature Over Printed Name Contact No.: _____ Email Address: _____		



**TERMS AND CONDITIONS:**

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN **THIRTY (30)** CALENDAR DAYS FROM DATE OF QUOTATION.
2. The following requirements must be submitted PRIOR to: ☒ submission of offer/s; ☐ evaluation of offer/s; or ☐ issuance of Notice of Award (please check one)

(Please check one)	Mayor's Permit	Curriculum Vitae (Consulting)	PhilGEPS No.	Income, Business Tax Returns	Omnibus Sword Statement
<input type="checkbox"/> Direct Contracting	✓		✓	✓ For ABC above P500K	
<input type="checkbox"/> Shopping	✓		✓		
<input checked="" type="checkbox"/> NP-Small Value Procurement	✓	✓	✓	✓ For ABC above P500K	✓ For ABC above P50K
<input type="checkbox"/> Lease of Venue	✓ Except for gov't agency		✓ Except for gov't agency	✓ Except for gov't agency	

\*For individuals engaged under Small Value Procurement, only the BIR Certificate of Registration shall be submitted in lieu of DTI Registration and Mayor's Permit.

3. AWARDEE shall be responsible for the source(s) of his supplies/materials/equipment shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDEE and for awarding to the next lowest complying quotation.
4. AWARDEE shall pick up purchase order(s) issued in his favor within **three (3)** days after receipt of notice to that effect. A telephone call or fax transmission shall constitute an official notice to the AWARDEE. Thereafter, if the purchase order(s) remain unclaimed, the said purchase order(s) shall be sent by messenger service to the AWARDEE at the latter's expense. To avoid delay in the delivery of the requesting agency's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
5. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, he shall be extended a minimum fifteen (15) calendar days under liquidated damages to make good his delivery. Thereafter if AWARDEE has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE. The procurement service shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under RA-9184 and its IRR-A.
6. All deliveries by suppliers shall be subject to inspection and acceptance by the MWSS Regulatory Office. All necessary laboratory tests undertaken by the MWSS Regulatory Office on the item(s) shall be for the account of the supplier.
7. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
8. Supplier shall guarantee his deliveries to be free from defects. Any defective item(s) / product(s), therefore that may be discovered by the MWSS Regulatory Office, within three (3) months after acceptance of the same, shall be replaced by the supplier within seven (7) calendar days upon receipt of a written notice to that effect.
9. A penalty of one-tenth of one percent (0.001) of the total value of the product(s)/good(s) purchased shall be deducted for each day of delay in the delivery of the product(s)/good(s) ordered.
10. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
11. As a pre-condition to payment, IMPORTATION DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the MWSS Regulatory Office.
12. All transactions are subject to withholding of credible Value Added Tax (VAT) per Revenue Regulation No. 10-93.



## TERMS OF REFERENCE FOR THE CERTIFICATION AUDIT AND ISSUANCE OF 9001:2015 CERTIFICATE

### 1. RATIONALE

Executive Order (EO) No. 605, dated February 23, 2007, Institutionalizing the Structure, Mechanisms and Standards to Implement the Government Quality Management program, amending for the Purpose Administrative Order No. 161, was issued to effect improvements in public sector performance recognizing the International Organization for Standardization (ISO) 9000 series which ensures consistency of products and services through quality processes.

EO 605 directs all departments and agencies of the Executive branch, including all Government-Owned and/or Controlled Corporations (GOCCs) and Government Financial Institutions, to adopt ISO 9001:2000 Government Quality Management Systems Standards (GQMSS) as part of the implementation of a Government-wide Quality Management Program (GQMP).

The Inter-Agency Task Force on the Harmonization of National Government Performance Monitoring, Information and Reporting System created under Administrative Order No. 25, s. 2011 (otherwise known as "IATF") issued Memorandum Circular No. 2014-01 providing "Supplemental Guidelines on the Grant of the Performance-Based Bonus for Fiscal Year 2014". The IATF reiterated that the establishment of a Quality Management System (QMS) aligned with ISO standards should be a common target of all government agencies, including GOCCs.

The Governance Commission for Government Owned and Controlled Corporations ("GCG") adopted the IATF guidelines and issued Memorandum Circular No. 2013-02 dated 24 June 2014 re: "Performance Evaluation System for the GOCC Sector" that prescribed and established rules and regulations for the grant of interim-PBB to qualified GOCC Officers and Employees. Said Circular requires GOCCs to comply with the Good Governance Conditions which include, among others, the establishment of a QMS and the Certification of the same under the latest ISO 9001:2015 Standards.

MWSS Regulatory Office (MWSS RO) attained the ISO 9001:2015 standard with Certificate Registration Number: 01 100 1834855 valid from 31 December 2018 until 30 December 2021. A recertification was achieved last 20 October 2021 valid from 31 December 2021 until 30 December 2024. The scope of Certification covered during the audit is "Provision of Regulatory Services on Service Obligations



Monitoring for Water Supply and Wastewater Effluent Quality based on the Concession Agreement”.

For 2024, the MWSS RO decided to have two additional core processes certified to coincide with the recertification of the previously-certified core processes. These core processes are Customer Complaints Management Process and Annual Adjustment of CPI-based items in the Revised Concession Agreement.

## **2. OBJECTIVE**

The overall objective of the engagement is to provide independent confirmation that MWSS RO meets ISO 9001:2015 requirements, and if found compliant, issue the corresponding Certification (Phase 1), and conduct the required Surveillance Audits within the three (3) year validity period of the Certification.

## **3. SCOPE OF SERVICES**

3.1 The certification and surveillance audits shall cover conformity assessment of the established QMS of the MWSS RO, where scope covers the following core processes:

3.1.1 Provision of Regulatory Services on Service Obligations Monitoring for Water Supply and Wastewater Effluent Quality, Customer Complaints Management Process and Annual Adjustment of Consumer Price Index-based items.

3.2 The said Third Party Certification Audit shall involve the following activities:

3.2.1 Prepare and submit a Certification Audit Plan, subject to the concurrence of the MWSS RO;

3.2.2 Conduct Certification Audits of the QMS in accordance with the mutually agreed Audit Plan;

3.2.3 Provide Audit Reports within the content and approved scope of work/deliverables to the MWSS RO. The report shall contain the following minimum items:

- a. Summary of the activities performed;
- b. Details of the audit findings, substantiated by relevant objective evidence;

- c. Audit conclusion; and
- d. Statement on the status of the QMS of the MWSS RO and the fulfillment of the applicable standard.

3.2.4 Issue ISO 9001:2015 Certificate to MWSS RO upon satisfactory compliance to Standard and Certification requirements;

3.2.5 Conduct regular Surveillance Audits where frequency of surveillance audit as determined/ recommended by the Certifying Body (CB) Audit Team.

#### 4. DELIVERABLES

The Certifying Body shall perform and deliver the following services:		
<i>Tasks</i>	<i>Timelines</i> (Flexibility in the project schedule shall be allowed subject to MWSS RO approval.)	<i>Deliverables/ Output</i>
Preparation of Certification Audit Plan	Within Fifteen (15) working days from receipt and acceptance of the Contract.	Audit Plan, subject to the concurrence of the MWSS RO
Conduct of certification audits	Within thirty (30) working days after acceptance of the Audit Plan.	Audit Reports covered by the scope of work/ deliverables to the MWSS RO after completion. The report shall contain the following minimum items:  1. Summary of the activities performed; 2. Details of the audit findings, substantiated by relevant objective evidence; 3. Audit conclusion; and 4. Statement on the status of the QMS of the MWSS RO and the fulfillment of the applicable standard.
Preparation of Audit Reports	Within Fifteen (15) working days after completion of certification audits.	
Issuance of ISO 9001:2015 Certificate (valid for 3 years)	Within thirty (30) working days after conduct of audit.	ISO 9001:2015 Certificate to MWSS RO
Conduct of Surveillance Audits within the three	Frequency as determined/	Surveillance audits, plans, schedules and reports:

The Certifying Body shall perform and deliver the following services:		
<i>Tasks</i>	<i>Timelines</i> (Flexibility in the project schedule shall be allowed subject to MWSS RO approval.)	<i>Deliverables/ Output</i>
(3) year validity period of the Certification	recommended by the CB after Certification audit.	Surveillance audit reports upon completion

**5. CERTIFYING BODY'S RESPONSIBILITIES** - The Certifying Body shall have the following responsibilities:

- 5.1 Provide MWSS RO its company profile highlighting related projects, scope of work and implementation methodology. Curriculum vitae of the proposed certification team shall also be submitted;
- 5.2 Abide with the principles and requirements for the competence, consistency and impartiality of bodies providing audit and certification as specified in the ISO 17021:2015 – Conformity assessment - Requirements for bodies providing audit and certification of management systems;
- 5.3 In order to avoid conflict of interest, Certifying Bodies that have provided quality management system consulting services or site-specific auditor training to a particular group/unit within the agency, shall not be contracted as a Certifying Body for MWSS RO;
- 5.4 Include in the audit proposal a procedure for client appeals. Any dispute which may arise between MWSS RO and the Certifying Body shall be resolved amicably in good faith. However, MWSS RO shall be afforded the right to lodge appeals about the decisions of the audit team through the accreditation body. Further, the parties are not precluded from resorting to any legal remedy that may be available to them;
- 5.5 Adhere to the agreed scope of work/deliverables which were approved by MWSS RO;
- 5.6 Provide a full report on the operations audited consistent with the content of the approved scope of work/deliverables to the MWSS RO of each task, surveillance and re-surveillance audits unless otherwise agreed by MWSS RO;

- 5.7 All information reviewed and recorded by the Certifying Body audit team shall be treated in the strictest confidence at all times;
- 5.8 At all times, the Certification Body shall not be allowed to sub-contract its services to any other person or entities.

**6. CERTIFYING BODY'S QUALIFICATIONS** - The Certifying Body shall show proof of the following minimum qualifications requirements:

- 6.1 Accreditation by the Department of Trade and Industry- Philippine Accreditation Bureau (DTI-PAB) with PNS ISO/IEC 17021-1:2015 to provide QMS certification to ISO 9001:2015 for L75: Public Administration;
- 6.2 Locally SEC-registered office accredited to both the DTI-PAB and an international accreditation body;
- 6.3 Valid PhilGEPS registration certificate/number;
- 6.4 Minimum of five (5) years' experience in conducting ISO QMS audits/certifications and minimum of Five (5) ISO 9001:2015 QMS government certification projects conducted;
- 6.5 The Certifying Body shall field a team (1 lead auditor and at least 2 auditors) with the following qualifications:
  - 6.5.1 Audit Team Leader: Degree Relevant to the Job; conducted a minimum of five (5) similar projects (that is, ISO 9001:2015 QMS Certification for government institutions); and at least 5 relevant projects (that is, ISO 9001:2015 QMS Certification for private companies);
  - 6.5.2 Audit Team Members: Degree Relevant to the Job; conducted a minimum three (3) similar projects (that is, ISO 9001:2015 QMS Certification for government institutions); and at least three (3) relevant projects (that is, ISO 9001:2015 QMS Certification for private companies);
- 6.6 No member of the audit team should have provided consultancy services for MWSS RO prior to the audit;

- 6.7 At least one (1) auditor of the initial team shall be available to participate in the conduct of surveillance audits;
- 6.8 Replacement of any team member shall require prior written approval from MWSS RO.
7. **DURATION OF ENGAGEMENT AND APPROVED BUDGET FOR THE CONTRACT (ABC)** - The services of the Certifying Body will be engaged for three (3) years. The project is expected to commence upon receipt and acceptance of the Contract and will end in 2026. The ABC is **THREE HUNDRED THIRTY-FOUR THOUSAND PESOS (Php334,000.00)**, inclusive of all taxes and other charges imposed under applicable laws.
8. **TERMS OF PAYMENT** - Payment shall be made in four (4) installments upon completion acceptance of each of the following milestones and submission of the required deliverables, to wit:

Activities/Deliverables	Payment
Upon Submission and Acceptance of the Audit Plan	10%
After Issuance of ISO 9001:2015 Certificate Valid for three (3) years.	40%
1 <sup>st</sup> Surveillance Audit	25%
2 <sup>nd</sup> Surveillance Audit	25%
Total	100%

Each payment shall be supported by a Certificate of Acceptance for satisfactory services rendered based on the required deliverables comprising the actual outputs as certified by the Certifying Body and duly signed by the Quality Management Representative (QMR) or his authorized representative.

9. **CONFIDENTIALITY OF DATA** - The Certifying Body shall be bound to confidentiality of data and information accessed during the course of the project implementation and shall be liable for any breach thereof. A non-disclosure agreement (NDA) shall be signed by the CB auditors before the conduct of audit.
10. **RESERVATION CLAUSE** - MWSS RO reserves the right to reject any or all proposals, or to waive any defect or informality thereon or minor deviations, which do not affect the substance and validity of any or all of the proposals. MWSS RO reserves the right to reject the proposal of any proponent who;
- 10.1 does not offer the required services as provided for in this Terms of Reference;
  - 10.2 discovered to have suppressed, disclosed or falsified information; or
  - 10.3 failed to satisfactorily perform/complete any contract previously awarded to it.

MWSS RO reserves the right to review other relevant information affecting the proponent or the proposal before the approval of the contract. Should such review uncover any misrepresentation made in the proposal documents, or any change in the situation of the proponent which affects the substance of the proposals, MWSS RO may disqualify the proponent from obtaining the award.

Recommending Approval:

  
CHRISTOPHER D. CHUEGAN

Quality Management Representatives

  
MARICRIS T. LACISTE

APPROVED:

  
PATRICK LESTER NG TY  
Chief Regulator