

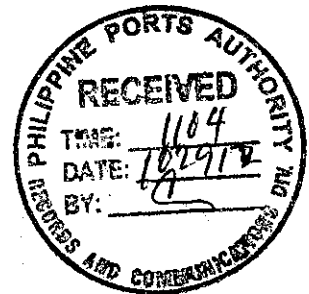


OCT 25 2012

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PPA ADMINISTRATIVE ORDER

NO. 05 - 2012



TO : All Port District Managers
All Port Managers
And Others Concerned

SUBJECT : Guidelines in the Selection of Passenger Terminal Building
(PTB) Operator of Existing PPA-Owned PTBs

Pursuant to Section 6-a(ii), (iii), (vi) and 6-b(vi) of Presidential Decree No. 857, as amended, and PPA Board Resolution No. 2267; and in order to establish the procedures for the public bidding and award of PTB services in all existing PPA-Owned PTBs, thereby widening the participation of the private sector in the provision of port related services, the following guidelines are hereby issued for the information and compliance of all concerned:

Section 1. Policy on Public Bidding of Services on Existing PTB

As a general rule, the award of contracts for the lease, management, operation and maintenance of existing PPA-Owned PTBs shall be through a transparent and competitive public bidding.

Section 2. Scope and application of the guidelines

These guidelines shall govern and apply to the bidding and award of contracts for the lease, management, operation and maintenance of existing PPA-Owned PTBs in PPA ports nationwide.

Section 3. When to Conduct Public Bidding

- 3.1. The conduct of the public bidding for PTB services shall be done at least three (3) months before the expiration of the existing PTB contract or Permit-To-Operate (PTO) in the port.
- 3.2. For contracts to be awarded in ports with existing PTB facilities but without authorized PTB Operator (PTBO), the bidding shall be conducted immediately.
- 3.3. PTB services that may be taken over by the Authority shall be bid out within six (6) months from the date of the take-over of said services.

Section 4. Bids and Awards Committee (BAC)

4.1. Constitution of the BAC

The BAC shall be constituted for the conduct of the public bidding with the following members or as the General Manager may determine.

VISION

By 2010, PPA shall have met the international standards in port facilities and services in at least ten (10) ports in support of national development.

MISSION

We commit to provide reliable and responsive services in our ports, sustain development of our port communities and the environment, and be a model corporate agency of the government.

Regular Members:

- | | | |
|------------------|---|--|
| Chairperson | - | Port District Manager |
| Vice Chairperson | - | Port Manager
(PMO having jurisdiction over the PTB) |
| Members | - | Manager, Legal Affairs Division,
PDO |
| | - | Manager, Port Services Division,
PMO |
| | - | Manager, Engineering Services Division,
PMO |

4.2 Observers

Authorized representative from each of the following organizations:

- Philippine Chamber of Commerce and Industry (PCCI)
- Catholic Bishops Conference of the Philippines (CBCP)
- Volunteers Against Crime & Corruption (VACC)
- Commission on Audit (COA)/Resident Auditor

The BAC shall have at least five (5), but not more than seven (7) regular members.

Unless sooner removed for cause, the members of the BAC shall have a fixed term of one (1) year reckoned from the date of appointment, renewable at the discretion of the General Manager.

Section 5. Functions of the BAC

- a) The BAC shall have the following functions:
1. Prepare the bidding documents;
 2. Advertise and post the Invitation to Bid (IB);
 3. Conduct pre-procurement and pre-bid conferences;
 4. Issue Supplemental/Bid Bulletin;
 5. Determine the eligibility of prospective bidders;
 6. Receive and open bids;
 7. Conduct evaluation and comparison of bids;
 8. Undertake post-qualification proceedings;
 9. Resolve motions for reconsideration;



10. Recommend award of PTB contract to the General Manager; and
11. Perform such other related functions as may be necessary, including the application of relevant provisions of Republic Act No. 9184 and its Implementing Rules and Regulations (IRR), and the creation of a Technical Working Group (TWG), from a pool of technical, financial and/or legal experts to assist in the bidding.

b) Quorum

A majority of the total BAC composition shall constitute a quorum for the transaction of business, provided the presence of the Chairperson or Vice Chairperson shall be required.

c) Meetings

The Chairperson, or in his absence, the Vice Chairperson, shall preside at all BAC meetings. The decision of at least a majority of those members present at a meeting in which there is a quorum shall be valid and binding as an act of the BAC.

The Chairperson or in his absence, the Vice Chairperson, shall vote only in case of a tie.

Observers and representatives of BAC members shall have no right to vote during BAC meetings, nor shall the representatives of BAC members be authorized to sign in behalf of the members represented.

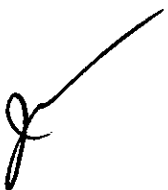
Section 6. **BAC Observers**

- a) To enhance the transparency of the competitive bidding, the BAC shall, in all the stages of the selection process, invite all observers mentioned in Section 4 of this Order to sit in its proceedings.
- b) Observers will be informed at least two (2) days before the stages of bidding to which observers shall be invited on the following bidding activities:
 1. Pre-bid conference;
 2. Opening of bids;
 3. Post-qualification; and
 4. Special meetings.

The absence of observers will not nullify the BAC proceedings, provided, that they have been duly invited in writing.

c) The observers shall have the following responsibilities:

1. Preparation of report either jointly or separately indicating their observations on the bidding activity, BAC compliance with the provisions of this Order, and areas of improvement

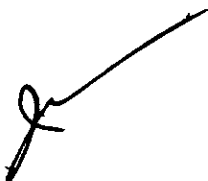


in the BAC's proceedings for submission to the General Manager, copy furnished the BAC Chairperson;

2. Upon request, the BAC shall furnish the observers a copy of the following documents:
 - a. Minutes of BAC Meetings;
 - b. Abstract of Bids;
 - c. Post-qualification Summary Report; and
 - d. Copies of opened bids.
3. Sign the abstract of bids and post-qualification report, if amenable to the bidding activities and results of the post-qualification; and
4. May give a copy of their reports to the Office of the Ombudsman or Resident Ombudsman if the BAC is found to have failed in following the prescribed bidding procedures or for any justifiable and reasonable ground where the award of the PTB contract will not redound to the benefit of the Authority.

Section 7. BAC Secretariat and its Functions

- a) The Chairperson of the BAC shall designate a Secretariat which will serve as the main support unit of the BAC. The Secretariat shall have the following functions:
 1. Provide administrative support to the BAC;
 2. Organize and make all necessary arrangements for BAC meetings;
 3. Attend BAC meetings as Secretary;
 4. Prepare the "Minutes" of the BAC meetings;
 5. Take custody of all bidding documents and be responsible for the sale and distribution of bidding documents to interested bidders;
 6. Assist in managing the bidding process;
 7. Monitor bidding activities and milestones for proper reporting to relevant agencies when required;
 8. Make arrangements for the pre-procurement and pre-bid conferences and bid openings;
 9. Record all proceedings of the bidding and prepare the corresponding report thereof, as well as the relevant



documents to be submitted to the concerned offices of the Authority; and

10. Serve as the central channel of communications for the BAC.
- b) The Head of the BAC Secretariat shall be at least a third ranking permanent employee of the PMO concerned, or if not available, a permanent official of the next lower rank.
- c) The members of the BAC, TWG and Secretariat may be granted honoraria in accordance with the pertinent Department of Budget and Management (DBM) guidelines on the matter.

Section 8. **Bidding Documents**


- 8.1 The bidding documents shall be prepared by the BAC concerned following the generic forms appended in this Order and subject to review and approval of the Office of the Assistant General Manager for Operations. The Bidding Documents shall be as follows:
 1. Invitation to Bid (Annex "A")
 2. Instructions to Bidders (Annex "B")
 3. Bid Data Sheet (Annex "C")
 4. Terms of Reference (Annex "D")
 5. Technical Component (Annex "E")
 6. Financial Component (Annex "F")
 7. Pro-forma PTB Contract (Annex "G")
- 8.2 Bidders shall be required to pay for the bidding documents to recover the cost of this preparation and development. The BAC shall issue the bidding documents upon the payment of the corresponding cost thereof to the collecting officer of the Authority.
- 8.3 The Authority shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the Authority.

Section 9. **Criteria for the Award of PTB Contract**

The PTB Contract shall be awarded to the eligible bidder that offered the highest rental fee for the PTB for the entire duration of the contract and whose bid complies with all the requirements and limitations thereof.

Section 10. **Percentage Government Share**

The winning bidder shall remit to the Authority not later than the tenth (10th) day of every month, a government share on the gross income from passenger terminal fee, PTB parking fee and concessionaire contracts, which shall be at the rate of ten percent (10%).



Section 11. Single Calculated and Responsive Bid Submission

A single calculated and responsive bid (SCRB) shall be considered for award if the process falls under any of the following circumstances:

- a) If after advertisement, only one (1) prospective bidder submits an LOI in accordance with the provisions of this Order and the sole bidder meets the eligibility and technical requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements; or
- b) If after advertisement, more than one (1) prospective bidder submits an LOI in accordance with the provisions of this Order and only one bidder meets the eligibility requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements.

The BAC shall ensure that the technical and financial bids of this bidder are advantageous to the government.


Section 12. Failure of Bidding

12.1 The BAC shall declare the bidding a failure and conduct a rebidding with re-advertisement and/or posting, after a re-evaluation of the terms, conditions and specifications of the first bidding, when:

- 1) No bidder submits an LOI or no bids are received;
- 2) All prospective bidders are declared ineligible;
- 3) All bids fail to comply with the bid requirements or failed post-qualification;
- 4) The bidder with the HCRB refuses, without justifiable cause to accept the award of the contract; or
- 5) Unavoidable reasons resulting to non-completion of the selection process not attributable to the participating PTB applicant-operators.

12.2 The BAC shall modify the terms, conditions and specifications in the first bidding documents, when necessary. All bidders who have initially responded to the IB and have been declared eligible in the first bidding shall be allowed to submit new bids. The BAC shall observe the same process and set the new bidding timetable according to the same rules following the first bidding.

12.3 Should there occur a second failure of bidding, the Authority may adopt the alternative method of negotiated procurement.



Section 13. Protest Mechanism**a) Protests on Decisions of BAC**

Decisions of the BAC on the bidding conducted may be protested in writing to the Authority. Provided, however, that a prior motion for reconsideration has been filed by the party concerned within the periods specified in this Order. The protest must be filed within seven (7) calendar days from receipt by the party concerned of the resolution of the BAC denying its motion for reconsideration. A protest may be made by filing a verified position paper with the Authority, accompanied by the payment of a non-refundable protest fee. The protest fee shall be in an amount equivalent to one percent (1%) of the total gross income from PTB operations for the preceding year in the port subject of bidding as indicated in the bidding documents.

b) The verified position paper shall contain the following information:

- 1) Name of bidder;
- 2) Office address of the bidder;
- 3) Name/location of the PTB subject of bidding;
- 4) Name of the contract;
- 5) Issue(s) to be resolved; and
- 6) Other matters and information pertinent and relevant for the proper resolution of the protest.

The position paper is verified by an affidavit that the affiant has read and understood the contents thereof and that the allegations therein are true and correct of his personal knowledge or based on authentic records. An unverified position paper shall be considered unsigned, produces no legal effect and results to the outright dismissal of the protest.

c) Resolution of Protests

The protests shall be resolved primarily on the basis of the records of the BAC. The Authority shall resolve the protest within seven (7) calendar days from receipt thereof.

d) Non-Interruption of the Bidding Process

In no case shall any protest taken from any decision treated in this Order stay or delay the bidding process. Provided, however, that protests must first be resolved before any award is made.



e) **Resort to Regular Courts**

Court action may be resorted to only after the protests contemplated in this Order shall have been completed and resolved by the Authority with finality.

Section 14. Applicability Clause

Any of the rules and regulations issued or promulgated by the Authority and, not covered by this Order but are deemed by the Authority to be pertinent in ensuring the effective provision of PTB services at the ports, including the proper collection of rental and government share, shall be applied and implemented accordingly.

Section 15. Separability Clause

If for any reason, any section of this "Guidelines in the Selection of Passenger Terminal Building (PTB) Operator of Existing PPA-Owned PTBs" is declared to be invalid or inconsistent with pertinent PPA issuances, the other provisions hereof shall not be affected by such declaration.

Section 16. Amendatory Clause

This Order may be subject to appropriate amendments by the Authority as the need arises after the effectivity of this Order.

Section 17. Effectivity Clause

This Order shall take effect fifteen (15) calendar days from its publication in the Official Gazette or in a newspaper of general circulation and a copy filed with the University of the Philippines Law Center.


JUAN C. STA. ANA
General Manager

Published in the Philippine Star - October 31, 2012.

Effectivity Date November 14, 2012

ANNEX “A”

INVITATION TO BID



Port District Office of _____
Address

INVITATION TO BID

PASSENGER TERMINAL BUILDING (PTB) AT THE PORT OF _____

1. The Philippine Ports Authority (PPA), through the PDO _____ - Bids and Awards Committee (BAC,) invites potential bidders to submit Letters of Intent (LOI) for the public bidding of the above mentioned PTB. The Passenger Terminal Services to be bid shall include the Lease, Management, Operation and Maintenance of existing PPA-Owned PTB, including parking, all the spaces for passengers, the facilities and amenities therein and other PTB related services (**other PTB related services to be specified by the BAC**). The Contract for the aforesaid PTB services shall be for a period of **five (5) years**.
2. Bidders should have experience relative to operations and management of a Passenger Terminal Building. The shipping companies shall not be eligible to participate in the said bidding, either as a sole bidder or as a member in a joint venture. However, individual stockholders of the shipping companies are allowed to be a member of a joint venture provided that the individual share holdings shall not exceed 5% nor the aggregate share holdings of all such stockholders shall exceed 10% of the total shares of the corporation that will be formed if it will be declared the winning bidder. The description of an eligible bidder is contained in the Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act".
4. Bidding is restricted to Filipino citizens or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines. The bidder with the Highest Calculated Bid shall advance to the post-qualification stage in order to finally determine its responsiveness as to eligibility and bidding requirements. The contract shall then be awarded to the Bidder with the Highest Calculated and Responsive Bid (HCRB) who was determined as such during the post-qualification process.
5. Interested bidders may obtain further information from the BAC Secretariat at _____ (**address & telephone number to be specified by the BAC**), during regular office hours.

6. A complete set of Bidding Documents may be purchased by interested bidders starting **(date to be specified by the BAC)** upon payment of a non-refundable fee for the Bidding Documents in the amount of _____ (_____) (VAT- inclusive).
7. The schedule of bidding activities from the issuance of Bidding Documents up to Opening of Bids is as follows:

Bidding Activities	Date	Time	Place
1. Issuance and Availability of Bidding Documents	(To be specified by the BAC)		
2. Pre-Bid Conference			
3. Deadline for Submission of Bid Documents			
4. Bid Opening			

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the Instructions to Bidders.
9. The PPA assumes no responsibility whatsoever to compensate or indemnify bidders of any expenses incurred in the preparation of their bids.
10. The PPA reserves the right to reject any or all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding.

Name & Signature of Chairperson

ANNEX “B”

INSTRUCTIONS TO BIDDERS

PART I: INSTRUCTIONS TO BIDDERS

1. Scope of Bid

1.1 The scope of this bid is the lease, management, operation and maintenance of existing PPA-Owned PTB at the Port of _____, including parking, all the spaces for passengers, the facilities and amenities therein, comprising a floor area of _____ square meters, with seating capacity of _____ persons, particularly defined and delineated in the PTB Layout Plan hereto attached as Annex "A".

1.2 The successful bidder, hereinafter referred to as the **"PTB Operator"**, is allowed to offer and provide the services as mentioned hereunder, and to charge PTB users for the services rendered in accordance with the Passenger Terminal Fee specified in the bid as prescribed by the Authority.

(Note: The BAC should indicate the applicable passenger terminal fee)

1.3 The services to be provided shall cover the operation and management of passenger terminal facilities dedicated to provide environmental friendly areas for the optimum convenience, safety and security to passengers during pre-departure/arrival. It also includes the management and operation of parking areas, restaurants, entertainment centers and basic amenities, as well as the leasing out of spaces, business centers and other areas within the PTB premises, including other related PTB services as provided for in Section 3 of the Terms of Reference (TOR).

2. Corrupt, Fraudulent and Coercive Practices

2.1 The Authority and the bidders shall observe the highest standard of ethics during the bidding and execution of the PTB Contract. In pursuance of this policy, the Authority:

a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) **"corrupt practice"** means the behavior on the part of officials in the public and private sectors by which they improperly and unlawfully enrich themselves and/or others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the bidding process or in contract execution; entering on behalf of the Government, into any contract or transaction manifestly

and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby;

- (ii) **“fraudulent practice”** means a misrepresentation of facts in order to influence the bidding process or execution of a contract to the detriment of the Government, and includes collusive practices among bidders (prior to or after bid submission) designed to deprive the Authority of the benefits of free and open competition;
- (iii) **“collusive practices”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Authority, designed to establish non-competitive levels of bids; and
- (iv) **“coercive practices”** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a bidding process, or affect the execution of a contract.

- b) Will reject a bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing or, in executing, a contract.

2.2 Further, the Authority will seek to impose the maximum penalties for civil and criminal liability available under the applicable law on individuals and organizations deemed to be involved with corrupt or fraudulent practices.

2.3 Furthermore, the Authority reserves the right to inspect and audit records and accounts of the bidders in the bidding for and performance of the PTB contract.

3. Conflict of Interest

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the bidding on hand, without prejudice to the imposition of appropriate administrative, civil and criminal sanctions. A bidder may be considered to have conflicting interests with another bidder if any of the events described in paragraphs (a) to (c) and a general conflict of interest, if any, of the circumstances set out in paragraphs (d) to (e), below:

- a) A bidder has controlling shareholders in common with another bidder;
- b) A bidder receives or has received any direct or indirect subsidy from another bidder;

- c) A bidder has the same legal representative as that of another bidder for purposes of this bid;
- d) A bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another bidder or influence the decisions of the Authority regarding this bidding process; and
- e) A bidder submits more than one (1) bid in this bidding process.

3.2 All bids shall be accompanied by a sworn affidavit of the bidder that he or she or any officer of the company is not related to the PPA General Manager, the District Manager, the Port Manager or any member of the BAC, members of the TWG or BAC Secretariat, by consanguinity or affinity up to the third civil degree. This provision shall apply to the following persons:

- a. If the bidder is an individual or a sole proprietorship, to the bidder himself;
- b. If the bidder is a partnership or cooperative, to all its officers and members;
- c. If the bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- d. If the bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Failure to comply with this requirement shall be a ground for the automatic disqualification of the bidder.

4. Eligible Bidders

The following shall be allowed to participate in the eligibility screening and bidding of PTB services:

- a) Duly licensed Filipino citizens/sole proprietorships;
- b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines.
- d) Persons or entities forming themselves into a joint venture that intend to be jointly and severally responsible or liable for the PTB contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%); or

- e) Cooperatives duly registered with the Cooperatives Development Authority (CDA).

Provided, that the shipping companies shall not be eligible to participate in the bidding of PTB, either as a sole bidder or as a member in a joint venture. However, individual stockholders of the shipping companies are allowed to be a member of a joint venture provided that the individual shareholdings shall not exceed five percent (5%) nor the aggregate shareholdings of all such stockholders shall exceed ten percent (10%) of the total shares of the corporation that will be formed if it will be declared the winning bidder.

5. One Bid Per Bidder

Each bidder shall submit only one (1) bid. A bidder who submits or participates in more than one (1) bid will cause all the proposals with the bidder's participation to be rejected. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

6. Familiarity with, Examination and Acceptance of the Provisions of Bid Documents

Each bidder shall thoroughly examine and be familiar with the requirements of all the bidding documents, including but not limited to, Instruction to Bidders, Bid Data Sheet, Terms of Reference, Bid Forms, and Pro-forma PTB Contract. The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined, is familiar with, and unconditionally accepts the provisions of the bidding documents. Failure or neglect of a bidder to receive or examine any of the bidding documents shall, in no way, relieve him from any obligation with respect to his bid or to the PTB contract.

7. Site Inspection

- 7.1 The bidder, by the act of submitting its bid, shall be deemed to have inspected the site and determined the general characteristics of the existing PPA-Owned PTB at the **Port of _____** and its surroundings in order to obtain for itself, on its own responsibility, all information that may be necessary for the correctness and sufficiency of its bid. The cost of visiting the site shall be at the bidder's own expense. An affidavit and certificate of site inspection shall be required from the bidder.
- 7.2 The bidder or his official representative will be granted permission by the Authority to enter the PTB at the **Port of _____** for the purpose of such inspection, upon request; provided that the bidder and its personnel and agents will release and indemnify the Authority from and against all liabilities with respect to personal injury, loss or damage to property and any other losses, damages, costs and expenses

incurred as a result of the inspection. The site inspection may be conducted by bidder before the date of the Pre-Bid Conference.

- 7.3 If after inspection, the bidder encountered facts or conditions which appear to be in conflict with any provision of the bidding documents or any other data provided relative to the bidding, clarification may be made with the BAC before submission of the bid.

8. Pre-Bid Conference

- 8.1 The purpose of the Pre-Bid Conference is to clarify any outstanding issue and answer any query that may be raised on matters relating to the bid.
- 8.2 The Pre-Bid Conference shall discuss among other things, the technical and financial components of the contract to be bid. The minutes of the Pre-Bid Conference, including queries raised and the replies to the queries shall be recorded and made available to all bidders not later than three (3) calendar days after the Pre-Bid Conference.
- 8.3 The bidder or his authorized representative is invited to a Pre-Bid Conference, the venue, time and date as indicated in the Invitation to Bid (IB). Non-attendance at the Pre-Bid Conference shall not be a ground for disqualification of a bidder.
- 8.4 The Pre-Bid Conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. However, attendance of the bidders shall not be mandatory.

9. Content of the Bidding and Contract Documents

- 9.1 The Bidding Documents, which consist of the following and shall be read in conjunction with any amendment that may be issued in accordance with Section 10 hereof, shall become part of the Contract Documents:

Part 1: Instructions to Bidders
Part 2: Bid Data Sheet
Part 3: Terms of Reference
Part 4: Technical Bid
Part 5: Financial Bid
Part 6: Pro-forma PTB Contract

- 9.2 The Authority will only accept bids from bidders that have purchased the bidding documents from the office indicated in the Invitation to Bid.

10. Clarification and Amendments of Bidding Documents

- 10.1 Bidders may request for clarification(s) or interpretation on any part of the bidding documents. Such request must be in writing and submitted to the BAC at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, duly signed by the BAC Chairperson to be made available to all those who have properly secured the bidding documents, at least seven (7) calendar days before the deadline for the submission and receipt of bids. It shall be the responsibility of all those who have properly secured the bidding documents to inquire and secure Supplemental/Bid Bulletin that may be issued by the BAC.
- 10.2 Supplemental/Bid Bulletin may be issued upon the Authority's initiative for purposes of clarifying or modifying any provision of the bidding documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. It is the responsibility of the BAC to notify in writing and through posting in the website of the Authority and the G-EPS the said documents to all those who have properly secured the bidding documents. Any modification to the bidding documents shall be identified as an amendment. Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids. The Supplemental/Bid Bulletin issued shall become part of the Bidding and Contract Documents.
- 10.3 The Supplemental/Bid Bulletin shall be posted in the Port District Office of _____, Port Management Office of _____ and the G-EPS and the Authority's website.

11. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and the Authority will, in no case, be responsible or liable for those costs.

12. Bidders Responsibilities and Disclaimer

- 12.1 Bidders shall be responsible for having taken steps to carefully examine all the bidding documents. Failure to do so shall be at the bidder's risk.
- 12.2 It shall be the sole responsibility of the bidder to determine and to satisfy himself by such means as necessary or desirable as to all matters pertaining to the PTB, PTB services, the location of the **Port**, the climatic conditions of the area, the availability of labor, transportation and communications and other factors that may affect the bid.

- 12.3 Prior to the submission of bids, the bidders are expected to be familiar with all the applicable existing laws, decrees, ordinances, rules and regulations thereof.
- 12.4 The Authority shall not assume any responsibility regarding erroneous interpretations or conclusions by the bidder out of the information and data furnished by the Authority.
- 12.5 The bidder shall bear all costs associated with the preparation and submission of the bid. The Authority assumes no obligation whatsoever to compensate or indemnify the bidders for any expenses or loss that they may incur in the preparation of their bids nor does the Authority guarantee that an award will be made.

13. Documents Comprising the Bid

Bidders shall submit their bids through their duly authorized officer or representative in the prescribed bid forms, including their annexes on or before the specified deadline and in two (2) separate sealed envelopes which shall be submitted simultaneously. The first envelope shall contain the eligibility requirements and technical bid and the second envelope the financial bid.

14. The First Envelope shall contain the Eligibility Documents and Technical Bid.

A. Eligibility Documents

Legal Documents:

- 1) Authority of signing official (E-Form 01).
- 2) Articles of Incorporation/Partnership/ Cooperation and By-Laws, whichever may be appropriate under existing laws of the Philippines (E-Form 02).
- 3) DTI Business Registration or SEC Registration Certificate, or Cooperative Development Authority (CDA) Certificate of Registration, whichever may be appropriate under existing laws of the Philippines (E-Form 03).
- 4) Valid and current Mayor's Permit or Municipal License (E-Form 04).
- 5) Taxpayer's Identification Number (TIN) (E-Form 05).
- 6) Joint Venture Agreement in case of persons or entities forming themselves into a Joint Venture (E-Form 06).

- 7) Affidavit of the prospective bidder or duly authorized representative that the company is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, or corporations and has no PTB or any other contract with PPA terminated or cancelled for cause (E-Form 07).
- 8) Affidavit by the bidder or duly authorized representative that each documents submitted is an authentic and original copy or a true and faithful reproduction of the original and that all statements and information provided therein are true and correct (E-Form 08).
- 9) Affidavit of the bidder or duly authorized representative of its compliance with existing labor laws and standards (E-Form 09).
- 10) Affidavit of Disclosure of No Relationship (E-Form 10).
- 11) Letter Authority to verify submitted documents (E-Form 11).
- 12) Other appropriate documents, clearances and licenses that may be required by the Authority.

Technical Documents:

- 1) Business Profile of the Prospective Bidder (E-Form 12).
- 2) Curriculum Vitae (CV) of prospective bidder's principal/key personnel for PTB operations, namely: PTB Manager, PTB Operations Manager, Safety, Health and Security Officer, all of which must have at least two (2) years relevant work experience (E-Form 13).
- 3) Statement of prospective bidder of all completed, ongoing and awarded but not yet started PTB, cargo handling and related contracts (E-Form 14).
- 4) Copy of latest General Information Sheet (GIS) submitted to the SEC, if applicable (E-Form 15).

Financial Documents:

- 1) Audited financial statements, stamped "Received" by the BIR or its duly accredited and authorized institutions for the immediately preceding calendar year showing, among others, total and current assets and liabilities. For new establishments, balance sheet and income statement, stamped "Received" by the BIR or its duly accredited and authorized institutions for the most recent quarter (E-Form 16).

- 2) Income Tax Return (ITR) for the immediately preceding year duly filed and stamped "Received" by the BIR, or proof of electronic filing of the same. For new establishments which have no annual ITR, the most recent quarterly ITR duly filed and stamped "Received" by the BIR or proof of electronic filing thereof (E-Form 17).
- 3) Value Added Tax (VAT) or Percentage Tax Return (PTR) covering the immediately preceding six (6) months duly filed and stamped "Received" by the BIR, or proof of electronic filing of the same. For those with less than six (6) months of operations, the monthly business tax returns duly filed and stamped "Received" by the BIR or proof of electronic filing thereof (E-Form 18).
- 4) Tax Clearance Certificate issued by the Collection Enforcement Division of the BIR (E-Form 19).
- 5) Certification from the PPA Head Office Treasury Department that the bidder has no outstanding account (E-Form 20).
- 6) Bidder's computation of its Available Paid Up Capital/owner's equity for the Contract (APCC/OE) (E-Form 21).

The APCC shall be at least equal to the paid up capital/owner's equity required for the PTB subject of bidding.

FORMULA:

APCC/OE = Paid Up Capital/Owner's Equity per financial statements less paid up capital required for all existing PTB contract, cargo handling and related contracts.

Or, in lieu thereof, a commitment from a bank duly licensed by the Bangko Sentral Ng Pilipinas to extend to the prospective bidder a credit line if awarded the PTB contract the amount of which shall be at least equal to the paid up capital/owner's equity required for the PTB contract to be bid.

- 7) Prospective bidder's intended working capital for PTB operations (E-Form 22).

The minimum amount of capitalization and working capital to be maintained by the contractor shall be in accordance with the following schedule:

PTB Passenger Capacity	Minimum Capitalization	Working Capital
50-pax	Php 2.0 Million	Php 600,000.00
100-pax	Php 4.0 Million	Php 1.2 Million
200-pax	Php 8.0 Million	Php 2.4 Million
300-pax	Php 12.0 Million	Php 3.6 Million
400-pax	Php 16.0 Million	Php 4.8 Million
500-pax	Php 16.0 Million	Php 6.0 Million
750-pax	Php 16.0 Million	Php 6.0 Million
1000-pax	Php 16.0 Million	Php 6.0 Million
1500-pax	Php 16.0 Million	Php 6.0 Million

The BAC may prescribe the above minimum working capital for 6 months or longer, or it may increase said minimum depending on the prevailing conditions at the port. This should cover the salaries and wages of PTB workers, repair and maintenance of facilities and a basic e-ticketing system.

However, a certain percentage of the Working Capital may still be required to be set aside for minimum maintenance expenditure, to be determined by the BAC.

B. Technical Bid

- a) Submission Form (TB Form 1);
- b) Authority of signing official (TB Form 2);
- c) Bid security as to form, amount and validity period (TB Form 3);
- d) Certificate of Site Inspection issued by duly authorized official of PMO concerned (TB Form 4);
- e) Affidavit of Site Inspection of the port executed by the bidder or authorized representative (TB Form 5);
- f) Affidavit of Compliance on Bidder's Responsibilities (TB Form 6);
- g) Organizational Chart for the PTB contract to be bid (TB Form 7);
- h) Business Plan with all its components (TB Form 8). Each component shall include the prescribed minimum requirements thereof, if any; and
- i) List of principal/key PTB personnel for deployment at the start of operations which should include the three (3) principal/key personnel committed in the Eligibility Documents. (TB Form 9).

15. The Second Envelope shall contain the Financial Bid.

- a. Financial Bid Submission Form (FB Form 1); and
- b. Highest rental fee for the PTB per square meter per month exclusive of 12% VAT for the entire duration of the contract (FB Form 2).

The Financial Bid which does not comply with the requirements thereof is considered non-complying and shall be rejected.

16. Validity Period

- a. The bid shall remain valid for a period of one hundred twenty (120) calendar days after the date of bid opening.
- b. In exceptional cases, prior to expiry of the original validity period of the bid, the Authority may request the bidders to extend the validity period thereof.

17. Bid Security

- 17.1 All bids shall be accompanied by a bid security, payable to the Authority as a guarantee that the successful bidder shall, within ten (10) calendar days from receipt of the Notice of Award (NOA), enter into a PTB contract with the Authority.
- 17.2 The bid security shall be in the amount at least equal to, and not lower than, a percentage of the total gross income from PTB operations at the subject port in the immediately preceding year based on the record of the Authority in any of the following forms:
 - i. Cash, certified check, cashier's check, manager's check, bank draft/guarantee confirmed by a reputable local bank;
 - ii. Irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the same shall be confirmed or authenticated by a reputable local bank;
 - iii. Surety bond, callable upon demand, issued by the Government Service Insurance System (GSIS) or other reputable surety or insurance company duly licensed by the Office of the Insurance Commission; or
 - iv. Any combination thereof.

The required amount of the above forms as bid security shall be in accordance with the following schedule:

FORM OF BID SECURITY	Php _____ (TOTAL GROSS INCOME FROM PTB OPERATIONS OF THE PORT FOR THE IMMEDIATELY PRECEDING YEAR)
Cash, certified check, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit	Two percent (2%)
Surety Bond	Five percent (5%)

The required bid security based on the above schedule shall be the minimum amount thereof and shall be stated in Philippine Peso in the bidding documents.

- 17.3 No bid securities shall be returned to the bidder after the opening of bids and before contract signing, except to those that (i) failed to comply with any of the requirements to be submitted in the first bid envelope (Technical Bid) of the bid, or (ii) were post-disqualified and submitted a written waiver of its right to file a motion for reconsideration and/or protest in accordance with the pertinent provisions hereof. Without prejudice to the provisions on the forfeiture of bid securities, bid securities shall be returned only after the winning bidder has signed the PTB contract and furnished the performance security, but in no case later than the expiration of the bid security validity period.
- 17.4 Failure to enclose the bid security with the **First Envelope** of the bid or the posting of a bid security less than the stipulated amount shall be a ground for outright rejection of the bid.
- 17.5 The bid security of the successful bidder will be discharged when he has signed the PTB contract and furnished the required performance security.
- 17.6 The bid security may be forfeited:
 - a) if the bidder withdraws the bid after the bid opening during the period of bid validity; or
 - b) in the case of a successful bidder, if such bidder fails within the specified time limit to sign the PTB contract or furnish the required performance security.

18. Format and Signing of Bid

- 18.1 The bidder shall submit their bids in two (2) separate sealed envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 14.A, and the second shall contain the financial

component of the bid. The bidder shall submit one (1) original of the Technical Component and one (1) original of the Financial Component and clearly marked each as "ORIGINAL – TECHNICAL COMPONENT" and "ORIGINAL – FINANCIAL COMPONENT". In addition, the bidder shall submit seven (7) copies of the Technical and Financial Components, and clearly marked them "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT". In the event of any discrepancy between the original and the duplicate copies, the original shall prevail.

- 18.2 The original and all copies of the bid shall be properly book-bound and chronologically paged. Properly book-bound means the bid is either hard-bound, or cloth-bound, or paper-bound. Failure to comply with any of these requirements shall be a ground for rejection of the bid.
- 18.3 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the technical and financial components shall be initialed by the person or persons signing the bid. Failure to comply with any of these requirements shall be a ground for rejection of the bid.
- 18.4 Any alterations, erasures, interlineations or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

19. Sealing and Marking of Bids

- 19.1 The bidder shall enclose the original of the Technical Component in one sealed envelope marked as "ORIGINAL – TECHNICAL COMPONENT", and the original of the Financial Component shall be enclosed in another sealed envelope marked as "ORIGINAL – FINANCIAL COMPONENT". Both sealed envelopes shall then be placed in another single envelope marked as "ORIGINAL BID".
- 19.2 Each copy of the Technical Bid and Financial Bid shall be similarly sealed duly marked as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT", respectively and the outer envelope as "COPY NO. ____". These envelopes containing the original and the duplicate copies shall then be enclosed in one (1) single envelope or package that shall:
 - a) bear the name of the contract to be bid: **"LEASE, MANAGEMENT, OPERATION AND MAINTENANCE OF EXISTING PPA-OWNED PASSENGER TERMINAL BUILDING AT THE PORT OF _____"**;
 - b) bear the name and address of the bidder;
 - c) be addressed to the BAC; and

- d) bear a warning "DO NOT OPEN BEFORE _____ (the date and time for the opening of bids indicated in the Invitation to Bid).

19.3 If all envelopes are not sealed and marked as required, the BAC will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of Bids

20.1 Bids shall be submitted by bidders and received by the BAC on/or before _____ (time and date to be specified by the BAC) at the following address:

THE CHAIRPERSON
Bids and Awards Committee
PHILIPPINE PORTS AUTHORITY
Port District Office of _____
Address:

20.2 During submission of the bids, the names of the persons delivering and receiving, as well as the time the bids are received shall be recorded by the designated BAC Secretariat.

20.3 At its discretion, the BAC may extend the deadline for the submission of Bids by issuing an Addendum in which case all rights and obligations of the bidders previously subjected to the original deadline will thereafter be subject to the amended deadline.

21. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the BAC shall be declared "Late" and shall not be accepted.

22. Modification and Withdrawal of Bids

22.1 A bidder may modify its bid, provided this is done before the deadline for the submission and receipt of bids. Where a bidder modifies its bid, it shall not be allowed to retrieve its original bid but shall only be allowed to send another bid equally sealed, identified and linked to its original bid and marked as "Modification" thereof and stamped "Received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the bidder unopened.

22.2 A bidder, through a letter, may withdraw its bid before the deadline for the receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as may be imposed by the Authority. A bidder may also express its intention not to participate in

the bidding through a letter, which should reach and be stamped received by the BAC before the deadline for the receipt of bids. A bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same bidding.

23. Opening and Preliminary Examination of Bids

- 23.1 The BAC shall open the first envelopes of Bidders in public to determine each Bidder's compliance with the documents prescribed in ITB Clause 14. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement or an incomplete or patently insufficient submission shall be considered "failed" for the particular requirement and immediately return to the bidder concerned its Financial Bid unopened. Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 23.2 A bidder determined as "failed" has three (3) calendar days upon written notice, or if present at the time of bid opening, upon verbal notification, within which to file a request for reconsideration with the BAC; provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to fault of the bidder concerned; provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of said failed bidder unopened and duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 23.3 Immediately after determining compliance with the requirements in the Technical Component, the BAC shall forthwith open the Financial Component of each remaining eligible bidder whose Technical Bid was rated "passed". The Financial Bid of each complying bidder shall be opened within the same day. In case one or more of the requirements in the Financial Bid of a particular bid is missing, incomplete or patently insufficient, the BAC shall rate the bid concerned as "failed".
- 23.4 The Financial Bid shall be considered non-complying and shall be rejected if the Financial Bid submitted provides a rental fee less than the prevailing rental rate of the PTB at the port subject of bidding.
- 23.5 Only bids that are determined to contain all the requirements for both technical and financial components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 23.6 The BAC shall prepare the minutes of the proceedings of the bid opening that shall include among others the following:

- a). the names of the bidders, checklist of requirements, financial bids, bid securities, and findings if any; and
 - b). attendance sheet.
- 23.7 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award.

24. Detailed Evaluation and Comparison of Bids

- 24.1 The BAC shall undertake detailed evaluation and comparison of the financial bids to determine their compliance with the requirements as specified in Section 23 hereof. If the financial bid does not meet the said requirements, the same is considered non-complying and shall be rejected.
- 24.2 The BAC shall rank the complying bidders thereof in descending order based on their financial bids to identify the Highest Calculated Bid (HCB).
- 24.3 The bidder with the HCB shall be subject to post-qualification to determine its responsiveness to the bid requirements.
- 24.4 After all bids have been received, opened, examined, evaluated and ranked, the BAC shall prepare the corresponding Abstract of Bids. All members of the BAC shall sign the Abstract of Bids and attach thereto all the bids with their corresponding bid securities and the minutes or proceedings of the bidding. The Abstract of Bids shall contain the following:
- a). Name/location of the PTB subject of bidding.
 - b). Time, date and place of bid opening.
 - c). Names of bidders and their corresponding financial bid arranged from highest to lowest, the amount of bid security and the name of the issuing entity.

25. Post Qualification

- 25.1 Within three (3) calendar days from the determination of the highest calculated bid, the BAC shall conduct and accomplish a post qualification of the bidder with the HCB, to determine whether the bidder concerned complies with all the requirements and conditions for eligibility and the bidding requirements, as specified in the bidding documents, in which case the said bidder's bid shall be considered and declared as the Highest Calculated and Responsive Bid (HCRB).

- 25.2 The post qualification shall validate and ascertain all statements made and documents submitted by the bidder with the HCB, among others, the following:
- a) Legal Requirements – To verify, validate and ascertain licenses and agreements submitted by the bidder and the fact that he has not been blacklisted as a PTB operator.
 - b) Technical Requirements – To determine compliance with the requirements of the bidding documents and the contract, to include, among others:
 - 1) Verification and validation of the bidder's stated competence and experience and those of the key officials and personnel to operate and manage the PTB.
 - 2) Verification of availability and commitment, and/or inspection of PTB equipment and gears owned by the bidder.
 - 3) Ascertainment of sufficiency of the bid security, as to type, amount, form and wording and the validity period.
 - c) Financial Requirements – To verify, validate and ascertain among others, the financial bid, available paid-up capital, committed working capital and credit line with a bank, if any.
- 25.3 If the BAC determines that the bidder with the HCB passes all the criteria for post qualification, it shall declare the said bidder as the HCRB and the PTB contract shall be awarded to the said bidder.
- 25.4 If, however, the BAC determines that bidder with the HCB fails the criteria for post qualification, it shall immediately notify the said bidder in writing of its post disqualification, and the grounds for it. The post-disqualified bidder shall have three (3) calendar days from receipt of the said notification to request from the BAC, if it so wishes, a reconsideration of this decision. The BAC shall evaluate the request for reconsideration, if any, using the same non-discretionary criteria and shall issue its final determination of the said request within seven (7) calendar days from receipt thereof.
- 25.5 Immediately after the BAC has notified the first-ranked bidder of its post-disqualification and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the second-ranked bidder. If the second-ranked bidder passes the post-qualification and provided that the request for reconsideration of the first-ranked bidder has been denied, the second-ranked bidder shall be post-qualified as the bidder with the HCRB and the PTB contract shall be awarded to it.

- 25.6 If the second-ranked bidder, however, fails the post-qualification, the post-qualification procedure shall be repeated for the bidder with the next-ranked bidder, and so on until the HCRB is determined for award.
- 25.7 In the event two or more bidders have been post qualified as HCRB, the tie shall be resolved through a tie-breaking scheme, viz:
1. The LOTTO Scheme shall be used wherein the concerned bidders shall select when will be the Lotto draws date shall be used (e.g. 6/42 – every Tuesday and Saturday, 6/45 – every Monday, Wednesday and Friday or 6/49 – every Sunday and Thursday);
 2. From slots 1 to 6, each concerned bidder shall select their respective slot thru drawing of numbers;
 3. During the Lotto draw date (as selected by the bidders), the numbers as consecutively drawn shall be placed in the slots 1 to 6; i.e. first numbers to be drawn shall be placed in slot no. 1, second to be drawn in slot no. 2 and so on;
 4. The bidder whose slot gets the highest number shall be declared as the HCRB;
 5. In case there are more than six (6) tied bidders, the BAC shall use the bingo chips to break the tie.

26. Reservation Clause

The BAC reserves the right to reject any and all bids, declare a failure of bidding, or not award the PTB contract in the following situations:

- a) If there is prima facie evidence of collusion between appropriate public officers or employees of the procuring entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- b) If the BAC is found to have failed in following the prescribed bidding procedures; or
- c) For any justifiable ground where the award of the PTB contract will not redound to the benefit of the Authority.

27. Contract Award

- 27.1 The General Manager shall within a period of fifteen (15) calendar days from the determination and declaration of the HCRB and recommendation of the award approve or disapprove

said recommendation. In case of approval, the Notice of Award (NOA) shall be immediately issued to the bidder with the HCRB with corresponding advice to submit the required performance security bond within thirty (30) calendar days from the signing of the contract.

27.2 Contract award shall be made within the bid validity period. Should it become necessary to extend the validity of the bids and, if applicable, the bid securities, the Authority shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their bid securities.

27.3 The BAC shall also notify all losing bidders of its decision.

28. Signing of the Contract

The winning bidder or its duly authorized representative shall formally enter into contract with the Authority within ten (10) calendar days from receipt of the NOA.

29. Performance Security

29.1 To guarantee the faithful performance by the winning bidder of its obligations under the contract prepared in accordance with the bidding documents, it shall post a performance security within thirty (30) calendar days from signing of the contract. The performance security may be in any of the following forms:

- (a) Cash, certified check, cashier's/manager's check, bank draft/guarantee confirmed by a reputable local bank;
- (b) Irrevocable letter of credit issued by a reputable commercial bank or in case of an irrevocable letter of credit issued by a foreign bank the same shall be confirmed or authenticated by a reputable local bank;
- (c) Surety bond, callable upon demand issued by the GSIS or other reputable surety or insurance company duly licensed by the Office of the Insurance Commission; or
- (d) A combination of the foregoing;

The required amount of the above forms of security shall be in accordance with the following schedule:

FORM OF PERFORMANCE SECURITY	Php _____ (TOTAL GROSS INCOME FROM PTB OPERATIONS OF THE PORT FOR THE IMMEDIATELY PRECEDING YEAR)
Cash, certified check, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit	Five percent (5%)
Surety Bond	Thirty percent (30%)

The performance security shall be posted in favor of the Authority and shall be forfeited in favor of the Authority in the event it is established that the winning bidder is in default in any of its obligations under the PTB contract.

30. Notice to Proceed (NTP)

The Authority shall issue the NTP, together with a copy of the approved PTB contract to the successful bidder within three (3) calendar days from the date of approval. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful bidder. If an effectivity date is provided in the NTP, all notices called for by the terms of the approved contract shall be effective only from such effectivity date.

31. Venue of Court Cases

The venue of any court action arising from or resulting from the conduct of this bidding shall be laid solely and exclusively in the proper court of the City/Municipality of (to be determined by the BAC).

32. Governing Rules and Regulations

Any and all matters regarding the bidding and award of contract for the passenger terminal services at the Port of _____ not covered by the provisions of this ITB shall be governed by the applicable provisions of R.A. No. 9184 and its revised IRR.

ANNEX “C”

BID DATA SHEET

BID DATA SHEET

ITB Clause	
1	<p>The Scope of Bid is the lease, management, operation and maintenance of existing PPA-Owned PTB at the Port of _____, including parking, all the spaces for passengers, the facilities and amenities therein, particularly defined and delineated in the PTB Layout Plan, hereto attached as Annex "A".</p> <p>The services to be provided shall cover the operation and management of passenger terminal facilities, parking areas, restaurants, entertainment centers and basic amenities within the PTB premises, as well as leasing out of open spaces, business centers and other areas thereat, and other related services as provided for in Section 3 of the TOR.</p>
8	<p>The BAC will hold a pre-bid conference on:</p> <p style="margin-left: 40px;"> Date : _____ Time : _____ Venue : _____ </p>
10.1	<p>The address of the BAC is:</p> <p style="margin-left: 40px;"> _____ _____ _____ </p> <p style="margin-left: 40px;"><i>Contact person:</i></p> <p style="margin-left: 40px;">_____</p> <p style="margin-left: 40px;">Head Secretariat</p> <p style="margin-left: 40px;">Telephone No.: _____</p>
14	<p>The statement of all ongoing and completed PTB, cargo handling and related contracts shall include all such contracts within <u>(period to be prescribed by the BAC)</u> prior to the deadline for the submission and receipt of bids.</p>
16	<p>Bids will be valid for one hundred twenty (120) calendar days from the date of the opening of bids.</p>
17	<p>The bid security shall be valid for one hundred twenty (120) calendar days from the date of the opening of bids</p>

17.6	<p>The additional grounds for forfeiture of bid security are the following:</p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents. 2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. 3. Allowing the use of one's name, or using the name of another for purposes of public bidding. 4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Highest Calculated and Responsive Bid. 5. Refusal or failure to post the required performance security within the prescribed time. 6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. 7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. 9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
18	<p>Each Bidder shall submit one (1) original and seven (7) duplicate copies of the technical and financial components of its bid.</p> <p>In the event of any discrepancy between the original and the reproduced copies, the original shall prevail.</p> <p>All bid documents shall be properly book-bound (cloth-bound, hard-bound or paper-bound) and labelled.</p> <p>Failure of the bidder to comply with the requirements of the Procuring Entity on format and signing, sealing and marking and packaging of bids shall be a ground for disqualification.</p>

20	<p>The address for submission of bids is:</p> <p>THE CHAIRPERSON Bids and Awards Committee PHILIPPINE PORTS AUTHORITY Port District Office of _____ Address: _____</p> <p>The deadline for submission of bids is:</p> <p>Date and Time: _____ Venue : _____ Address : _____</p>
23	<p>The place of bid opening is:</p> <p>PHILIPPINE PORTS AUTHORITY Port District Office of _____ ____ Flr., PPA Bldg., _____ _____</p> <p>The date and time of bid opening is <u>(date)</u> –<u>(time)</u></p>
30	<p>The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the contract.</p>

ANNEX “D”

TERMS OF REFERENCE



Port District of _____

**TERMS OF REFERENCE
FOR THE PUBLIC BIDDING FOR THE LEASE,
MANAGEMENT, OPERATION AND MAINTENANCE OF
EXISTING PPA-OWNED PASSENGER TERMINAL BUILDING
AT THE PORT OF _____**

1. Introduction

- 1.1 The Philippine Ports Authority (PPA) has decided to implement a policy of wider private sector participation and equity investments in the provision of port facilities and infrastructures, and adopt a service-oriented approach that is characterized by social orientation, service efficiency and public accountability. Such program is based on Presidential Decree No. 857, the Revised Charter of PPA, and in consonance with Board Resolution Nos. 931 and 879 and other pertinent government policies and regulations.
- 1.2 The Philippine Ports Authority (PPA) wishes to engage the services of a Passenger Terminal Building (PTB) Operator to lease, manage, operate and maintain the PTB, and provide PTB related services, in the abovementioned port.
- 1.3 This Terms of Reference (TOR) is intended to convey the obligations required of the PTB Operator.

2. Objectives

- 2.1 Passenger Terminal Services is classified as first priority in the utilization of port real estate properties. For this purpose, PPA must institute through public bidding the selection of the most qualified operator to lease, manage and operate passenger terminal services in the ports.
- 2.2 This TOR shall serve as guide to the eligible bidders interested to participate in the public bidding for the lease, management, operations and maintenance of existing PPA-Owned PTB at the Port of _____ (name of port) _____, in _____ (place) _____.

3. Scope of Services Subject to Bidding

- 3.1 The scope of this bid is the lease, management, operation and maintenance of existing PPA-Owned PTB at the Port of _____, including the facilities and amenities therein, comprising a floor area of _____ square meters, with seating capacity of _____ persons, particularly defined and delineated in the

PTB Layout Plan (PTB Layout Plan to be provided by the PMO concerned), hereto attached as Annex "A".

3.2 The services to be provided shall cover the operation and management of passenger terminal facilities dedicated to provide environment-friendly areas for the optimum convenience, safety and security to passengers during pre-departure/arrival to/from vessels. It also includes the management of and operations of parking areas, restaurants, entertainment centers and basic amenities within the PTB premises, as well as the leasing out of open spaces, business centers and other areas thereat.

3.3 **(Other PTB related services to be specified by the BAC, if any).**

4. Area of Operations and Duration of Contract

4.1 The operational area that is the subject of the bid shall cover the existing PPA-Owned PTB at the Port of _____, including PTB parking, all the spaces for passengers, the facilities and amenities therein, particularly described and delineated in Annex "A" hereof.

4.2 The PTB Contract subject of the bid shall be for a period of **five (5)** years.

5. Rental Fee and Percentage Government Share

5.1 The rental fee for the PTB shall be the amount committed in the financial bid of the winning bidder per square meter per month exclusive of 12% VAT.

The minimum rental fee shall not be less than the prevailing rental rate of the PTB at the port subject of bidding, including all the spaces for passengers, the facilities and amenities therein. **(Note: The prevailing rental rate of the PTB at the port subject of bidding shall be determined by the BAC).**

5.2 The percentage government share on the gross income from the passenger terminal fee, PTB parking fee and concessionaire contracts shall be ten percent (10%) thereof.

6. Criteria for Award of PTB Contract

6.1 The PTB Contract shall be awarded to the eligible bidder that offered the highest rental fee for the PTB for the entire duration of the contract and whose bid complies with all the requirements and limitations thereof.

6.2 In the event that there is a tie between or among the eligible bidders, the tie shall be resolved through the following tie-breaking scheme, viz:

- a. The LOTTO Scheme shall be used wherein the concerned bidders shall select when will be the Lotto draws date shall be used (e.g. 6/42 – every Tuesday and Saturday, 6/45 – every Monday, Wednesday and Friday or 6/49 – every Sunday and Thursday);
- b. From slots 1 to 6, each concerned bidder shall select their respective slot thru drawing of numbers;
- c. During the Lotto draw date (as selected by the bidders), the numbers as consecutively drawn shall be placed in the slots 1 to 6; i.e. first numbers to be drawn shall be placed in slot no. 1, second to be drawn in slot no. 2 and so on;
- d. The bidder whose slot gets the highest number shall be declared as the winning bidder;
- e. In case there are more than six (6) tied bidders, the BAC shall use the bingo chips to break the tie.

7. Business Plan

- 7.1 The PTB Operator must have a Business Plan highlighting the business strategy that will be employed in the management, operation and maintenance of the passenger terminal for the duration of the contract. The Plan shall include the following:
 - Passenger Traffic Projection and Analysis
 - PTB Modernization Plan
 - PTB Maintenance Program
 - Capital Structure/Requirement
 - Safety and Security Program
 - Marketing Strategy
 - Manual of Systems and Procedures
 - People Development

8. Financial Obligations

- 8.1 The PTB Operator shall pay to the Authority the monthly rental fee for the PTB on or before the tenth (10th) day of the following month.
- 8.2 The PTB Operator shall remit to the Authority not later than the tenth (10th) day of every month, the committed government share on the gross income from passenger terminal fee, PTB parking fee and concessionaire contracts.
- 8.3 The PTB Operator shall pay all taxes and other impositions that may be levied upon its interests or activities covered by PTB Contract, by the government or its agencies, instrumentalities or political subdivisions.

- 8.4 The PTB Operator shall pay Real Property Tax and other taxes, fees or charges due or which may become due on areas subject of lease.
- 8.5 The PTB Operator shall secure the required insurance coverage from the Government Service Insurance System (GSIS) or other Insurance Companies accredited by the Insurance Commission for the government-owned facilities and structures that the PTB Operator shall be responsible for. The insurance policies shall be effective from the date of signing of the Contract and shall be for the duration of the PTB contract. All related insurance costs shall be borne and paid for by the PTB Operator.
- 8.6 The PTB Operator shall, within thirty (30) days from the effectivity of the contract, put up the required performance security which shall be in accordance with the following schedule:

FORM OF PERFORMANCE SECURITY	Php (TOTAL GROSS INCOME FROM PTB OPERATIONS OF THE PORT FOR THE IMMEDIATELY PRECEDING YEAR)
Cash, certified check, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit	Five percent (5%)
Surety Bond	Thirty percent (30%)

Performance security if in the form of a surety bond shall be callable upon demand and secured from the GSIS or other reputable surety or insurance company duly licensed by the Office of the Insurance Commission.

The performance security, until so released in writing by the Authority, shall remain in full force and effect and shall answer and guarantee the full and faithful compliance with each and every term, stipulation and condition of the contract and shall be further subject to pertinent provisions of existing and applicable rules and regulations.

The amount of the performance security shall be subject to adjustment during the term of the contract in accordance with the pertinent guidelines of the Authority.

- 8.7 The PTB Operator shall pay charges relating to electric, water, communications and other utilities used within its area of responsibility.

- 8.8 The PTB Operator shall during the term of the PTB contract maintain a working capital in a reputable bank to efficiently meet the day to day operational expenses involved for the proper rendition of services (amount to be determined by the BAC).

The amount of the working capital shall, from time to time be progressively increase in proportion with the recorded increase in the average monthly income by the PTB Operator.

9. Management and Operational Requirements

- 9.1 The PTB Operator shall on its own account provide and deploy upon commencement of operation its committed principal/key operations personnel and PTB workers as well as the committed PTB facilities and amenities. These shall include the **minimum requirements** thereof which shall be as follows:

PRINCIPAL/KEY PTB PERSONNEL	Years of Relevant Work Experience
PTB Operations Manager	2
Safety, Health and Security Officer	2

PTB PASSENGER CAPACITY	MINIMUM NUMBER OF PTB WORKERS / WORKFORCE (in addition to the Principal/Key PTB Personnel)
50-pax	6
100-pax	12
200-pax	24
300-pax	36
400-pax	48
500-1500-pax	60

The BAC may increase the minimum workforce and the Port Manager may require the PTB Operator to increase the number of PTB workers at any time within the term of the PTB Contract as may be deemed necessary for efficient PTB operations.

PTB AMENITIES	STANDARDS
Comfort Rooms	(TO BE SPECIFIED BY THE BAC IN ACCORDANCE WITH PTB TEMPLATE APPROVED BY THE DOTC AND THE NATIONAL BUILDING CODE)
Sufficient Ventilation	
Life Saving Apparatus	
First Aid Station, Medicines	
Drinking Fountain	
Television Sets	
Information Board	
Public Address System	
Prayer Room	
Nursing Room with Diaper Changing Table and Lavatory	
Gang Chairs	
Information Counter	
Telephone Booth	
Celphone Charging Station	
(OTHER AMENITIES TO BE DETERMINED BY THE BAC)	

SAFETY EQUIPMENT/GEARS	UNIT	CAPACITY
Fire Extinguisher	(TO BE SPECIFIED BY THE BAC IN ACCORDANCE WITH PTB TEMPLATE APPROVED BY THE DOTC AND THE NATIONAL BUILDING CODE)	
Axe		
Emergency Light		
Fire Ladder		
Safety Mask		
Buckets		
Emergency Exit		
Signages		
(OTHER EQUIPMENT/GEARS TO BE DETERMINED BY THE BAC)		

- 9.2 The PTB Operator shall likewise provide on its own account the additional and replacement equipment and facilities/amenities committed in its Business Plan according to its schedules and such other necessary equipment as may be required by the Authority.
- 9.3 The PTB Operator shall be responsible for the repair and maintenance of the PTB, all attendant equipment, furnitures and fixtures and other facilities and amenities used in the PTB operations.

All repairs thereof, whether major or minor, and regardless of the cost, shall be for the sole account and responsibility of the PTB Operator, and the Authority shall have no obligation, at the termination/expiration of its Contract, to reimburse the PTB Operator for the cost thereof.

- 9.4 If during the contract period, PTB facilities/amenities are provided by the PTB Operator whose depreciation period is longer than the contract period, the existing PTB contract shall not be deemed automatically extended to allow full depreciation.
- 9.5 All properties owned and belonging to the Authority but made available to the PTB Operator shall be returned to the former in good working conditions immediately upon the termination or expiration of the PTB contract.
- 9.6 The PTB Operator shall submit PTB financial and operational reports in accordance with the format and schedules as may be prescribe by the Authority.

10. Passenger Terminal Facilities and Services

- 10.1 The PTB Operator shall provide and operate ancillary services for the convenience and comfort of embarking and disembarking passengers, including shuttle and portage if not provided by the authorized CH Operator, within the standards set forth by PPA.
- 10.2 The PTB Operator shall provide and operate and clean reasonably priced food concessions, souvenirs, newspapers, "pasalubongs" and other related services.
- 10.3 The PTB Operator shall provide decent and functional booking offices for shipping companies catering to the transport needs of passengers.
- 10.4 The PTB Operator shall provide 24/7 security personnel and implement security systems and procedures for the passenger terminal building and all its occupants in the leased area.
- 10.5 The PTB Operator shall provide, operate, and maintain medical health clinic/services and first aid medicines at the passenger terminal building.
- 10.6 The PTB Operator shall provide for solid waste management system and receptacles for garbage segregation and collection.
- 10.7 The PTB Operator shall provide and operate parking services for both private and public utility vehicles.
- 10.8 The PTB Operator shall provide a passenger monitoring system.

- 10.9 The PTB Operator shall provide other related services for the optimum convenience and comfort of passengers.

11. Facilities Constructed or Introduced by the PTB Operator

- 11.1 The PTB Operator shall provide, on its own account and expense, the facilities committed in the Business Plan or necessary for the PTB operations as may be required by the Authority, and shall be responsible for its repair, maintenance and security.
- 11.2 The facilities and amenities constructed or introduced by the PTB Operator shall, upon termination or expiration of the Contract, automatically become, free of charge, the property of the Authority, free from all liens and encumbrances.

12. PTB Inspection

- 12.1 The Authority or its duly authorized representative/s shall have the right to inspect the PTB at any reasonable hour of the day to determine the PTB Operator's compliance with the conditions stipulated herein and applicable regulations thereto.
- 12.2 The PTB Operator shall make available at all times during office hours for inspection, examination and audit by PPA, the Commission on Audit & other government agencies exercising visitorial powers, all books of accounts, properties, inventories, payrolls & financial records of the contractor.
- 12.3 The PTB Operator shall be responsible to PPA or to third parties for damages and/or injuries resulting from any accident/s or operations of the facilities within the leased premises caused by its employees or agents or by concessionaires, subleases or their employees, or agents.

13. PTB Labor

- 13.1 The PTB Operator shall utilize and employ qualified workers from the locality below supervisory level as may be needed in the passenger terminal operations, subject to pertinent provisions of existing labor laws, rules and regulations, as well as the pertinent provisions of PPA Administrative Order No. 01-2006, as amended.
- 13.2 The PTB Operator shall respect existing Collective Bargaining Agreements, (CBA), if any, pursuant to pertinent labor laws and other existing rules and regulations.
- 13.3 The PTB Operator shall put up the Retirement and Separation Fund based on actuarial computation which shall be exclusively used to finance the benefits of PTB workers who resign, retire or have been retrenched or whose services have been terminated due to changes in PTB Operator in the said port.

14. Port Management Information System

- 14.1 The PTB Operator shall undertake and implement appropriate management information systems (MIS) or computer programs for its PTB operations and financial transactions, adoptable and compatible with the PPA MIS Computerization.
- 14.2 The computerization programs shall cover data transfer collaboration between the Authority and the PTB Operator and other port stakeholders that will allow efficient handling of information.
- 14.3 The PTB Operator shall ensure the proper accounting of passengers including, but not limited to, maintenance of database containing relevant passenger information through implementation of e-ticketing system.

15. Maintenance and Upkeep of PTB

- 15.1 The PTB Operator shall maintain the PTB, parking area and all other areas covered by the contract in a clean, safe, usable and in proper condition at the PTB Operator's expense and account.
- 15.2 The PTB Operator shall be responsible for the good housekeeping, as well as PTB garbage collection and disposal in accordance with the policies of the Authority in the area, offices, shed and other premises under its operational control.
- 15.3 The PTB Operator shall comply with the minimum PTB Operating and Maintenance Standards set by the BAC for the particular PTB subject of this bidding which may include, but not limited to those listed in the PTB Housekeeping Report hereto attached as Annex "B". The PTB Housekeeping Report and PTB Evaluation and Rating System shall serve as a guide in the PTB Operator's performance appraisal hereto attached as Annexes "B-1" and "B-2", respectively.

16. Precautionary Measures

- 16.1 The PTB operator shall not bring into or store in the PTB any inflammable and explosive goods or materials or any article which may expose the premises to fire or increase the fire hazard of the building, or any other article which the Authority may prohibit. Any damage caused directly or indirectly by any infringement of this prohibition shall be borne and paid for by the PTB Operator.
- 16.2 The PTB Operator shall ensure at all times that neither dangerous goods nor building effects which may pose hazards to passengers be installed, brought into or stored in the PTB premises.

17. PTB Standardization and Modernization

The Authority is currently in the process of reviewing and formulating standards relative to the provision of PTB services. Such review includes, among others, adoption of a PTB standardization and modernization template for implementation in all PTBs nationwide.

The PPA will undertake renovation of PTBs in accordance with the PTB Template approved by the DOTC and National Building Code. Upon completion thereof, the PTB Operator shall be responsible for the operation, maintenance and repair of renovated facilities consistent with conditions set under Sections 9.3 and 9.5 hereof.

18. Compliance with Laws, Rules and Regulations, Policies and Guidelines

18.1 The PTB Operator shall comply with all applicable existing laws, rules and regulations, policies and guidelines, requirements relative to the standardization and modernization of PTB and those which may hereafter be promulgated by PPA and other government instrumentalities.

18.2 All such laws, rules and regulations, policies and guidelines shall be read into and made integral part of this TOR.

RECOMMENDING APPROVAL:

Port District Manager/BAC Chairperson

APPROVED BY:

RAUL T. SANTOS
Assistant General Manager for Operations

ANNEX “B”

PTB OPERATING AND MAINTENANCE STANDARDS SETTING

PTB OPERATING AND MAINTENANCE STANDARDS SETTING

I.	CLEANLINESS
	A. Cleanliness of the inside & outside portions of doors & windows; all are free from dirt, dust & fingerprints.
	B. All areas of the PTB, including corners, ceilings and walls are clean free from cobwebs, mopped flooring.
	C. Free of dirt marks air-conditioning units; their front grille, adjustable louvers, filter, control panel etc.
II.	WASTE MANAGEMENT
	A. Floor/ground areas are litter-free.
	B. Sufficient waste collections bins are placed in strategic locations w/in the PTB. Waste bins provided; supplied & replaced regularly with fresh liners.
	C. Trash/wastes collected daily by the assigned Garbage Collector.
	D. Waste segregation properly observed.
III.	COMFORT ROOMS
	A. Sanitized countertops and well-polished mirrors.
	B. Soap and toilet paper supplied and replenished.
	C. Deodorized/fresh-smelling lavatories, cubicles & water closets.
	D. Sufficient water supply available in a continuing sustainable basis.
	E. No leaks/damaged water line system.
	F. Janitorial tools and materials such as detergents, cleaning cloths, scrubbers, gloves, glass and surface cleaner/squeegees, soft brooms, hard brooms, dustpan, mop, mop bucket always available.
IV.	JANITORS/MAINTENANCE CREW
	A. Deployment schedule with photos of janitors/maintenance crew posted inside the CRs.
	B. Cleaning and maintenance tasks properly assigned to all duty personnel.
	C. Maintenance crew perform regular check-up on fittings, plumbing, etc.
	D. Comfort Rooms are manned continually by janitors during the PTB operating hours.
V.	PTB LIGHTING SYSTEM
	A. PTB premises properly illuminated during PTB operating hours.
	B. Lighting fixtures/installations are functional.
	C. Optimal number of emergency lights installed inside and outside the PTB.
	D. Properly-illuminated with signages on location of fire-fighting equipment, first-aid corner, stairs, change of direction and level, and other points of interest.

VI.	VENTILATION
	A. Optimal number of ACUs, electric ceiling/wall-mounted/stand fans, blowers to ventilate the entire PTB.
	B. Ensure that all ventilation and ACUs are functional.
	C. Regular maintenance check done on all ACUs, electric/wall-mounted/stand fans/blowers, cleaning and replacement of filters.
VII.	GENERATOR SET
	A. Presence of a stand-by genset to be used when power service interruption occurs.
	B. Adequate supply of fuel for the genset.
	C. Available funds/petty cash for the genset's fuel consumption.
	D. Deployment of a regular maintenance crew to manage and operate the genset. Names to be submitted to the PSD / TMO Division Manager, cc.: PM
	E. Monthly report on fuel consumption, record of brownouts submitted to the PSD/TMO Division Manager.
VIII.	SAFETY & SECURITY
	A. Baggage X-ray Machine (BXM) functioning properly.
	B. Thoroughly cleaned interior and exterior of BXM unit.
	C. Walk-thru detector functioning properly.
	D. Maintenance check on BXM and walk-thru detector periodically conducted.
	E. BXM operators deployed and assigned specific tasks to conduct the screening, searching and confiscating duties & proper turn-over to PPA.
	F. Report of deadly weapons/contraband intercepted submitted to Port Police Officer (PPO) or TMO Division Manager in the absence of the PPO.
	G. Owners of intercepted items immediately reported/turned-over to PPA Port Police for questioning and for subsequent turn-over to local PNP.
	H. Presence of a functional CCTV installation.
	I. A well-defined passenger flow system is in place.
	J. Optimal number of fire-fighting equipment installed & strategically distributed within the PTB premises, in reference to the Fire Code Requirements such as Fire extinguishers, Sprinkler system, Hose boxes, Hose reels and Fire alarm system.
	K. Deployment schedule of security guards submitted monthly to TMO Div. Mgr.
	L. Deployment of PTB Security Guard on all required shifts.
	M. Presence of instructional/directional signages.
X.	PTB AMENITIES
	A. Availability of an accessible wi-fi service.
	B. Designation of a competent personnel to man the INFORMATION COUNTER.
	C. A serviceable public address system is in place.
	D. Presence of a clean nursing area with diaper changing table.
	E. Designated area/s with accessibility features designed for use of elderly and Entities with Disability (EWDs)

	F. Other staple amenities made available to passengers such as Wheel Chair, Stretcher, First Aid Kit and Life Saving Apparatus
	G. First Aider is available for every shift/operating hours of the PTB.
X.	ENVIRONMENT
	A. Presence of well-maintained indoor plants at the PTB.

Other Services and/or Amenities that may be considered as "Value Added" to the provision of PTB services include the following:

- a. Extended courtesy to Entities with Disabilities (EWD) like free portage assistance or simplified PTB procedures (fast lanes, special space for EWDs;
- b. ISO Certification
- c. Extra services such as "Umbrella Boy", recording of taxi plate numbers;
- d. Presentable and pleasant looking and sweet smelling PTB personnel;
- e. Provision of free carts and trolleys;
- f. Commendations received, positive feedbacks from clients;
- g. Active participation in PPA and other government programs/activities;
- h. Provision of other equipment such as computer kiosks, ATM machines, telephone booths, etc.

NOTE: Since not all PTBs have the same features and amenities, the BAC may use as guide the foregoing list in setting up the required standards for the PTB subject of bidding. The Standards set by the BAC for the particular port shall form an integral part of the PTB Contract.

ANNEX "B-1"

DAILY PTB HOUSEKEEPING CHECKLIST REPORT

PHILIPPINE PORTS AUTHORITY
PORT DISTRICT OFFICE OF _____
Port Management Office of _____
Daily PTB Housekeeping Checklist Report

Port of _____
PTB Operator _____
Date of Inspection _____

PARTICULARS		Compliant	Partial Compliance	Non-Compliance	Ratee's Remarks	Score (1-5)
I. CLEANLINESS						
A.	Maintain cleanliness of the inside & outside portions of doors & windows; are free from dirt, dust & fingerprints.					
B.	Ensure that all areas of the PTB, including corners, ceilings and walls are clean free from cobwebs.					
C.	Clean and with no dirt marks airconditioning units; their front grille, adjustable louvers, filter, control panel etc.					
D.	Clean and frequently mopped flooring.					
E.	Clean waste bins provided; supplied & replaced regularly with fresh liners.					
II. WASTE MANAGEMENT						
A.	Floor/ground are litter-free.					
B.	Sufficient waste collections bins are placed in strategic locations w/in the PTB.					
C.	Trash/wastes collected daily/periodically by the assigned Garbage Collector.					
D.	Waste segregation properly observed.					
III. COMFORT ROOMS						
A.	Clean and regularly sanitized countertops and well-polished mirrors.					
B.	Soap and toilet paper supplied and replenished as needed.					
C.	Disinfected/deodorized/fresh-smelling lavatories, cubicles & water closets.					
D.	Sufficient water supply and made available in a continuing sustainable basis.					
E.	Ensure the daily checking of leaks/damaged water line system.					

PARTICULARS

	Compliant	Partial Compliance	Non-Compliance	Ratee's Remarks	Score (1-5)
F. Janitorial tools and materials such as detergents, cleaning cloths, scrubbers, gloves, glass and surface cleaner/squeegees, soft brooms, hard brooms, dustpan, mop, mop bucket made available everyday.					
IV. JANITORS/MAINTENANCE CREW					
A. Deployment schedule with photos of janitors/maintenance crew posted inside the CRs.					
B. Cleaning and maintenance tasks properly assigned to all duty personnel.					
C. Maintenance crew religiously perform check-up on fittings, plumbings, etc.					
D. CRs are manned continually by janitors during the the PTB's operating hours.					
V. PTB LIGHTING SYSTEM					
A. PTB premises properly illuminated at all times.					
B. Lighting fixtures/installations are all functional and/or busted bulbs, defective ballasts & wirings are removed/replaced immediately.					
C. Optimal number of emergency lights installed inside and outside the PTB.					
D. Properly-illuminated points of emphasis such as location of fire-fighting equipment, first-aid corner, stairs, change of direction and level.					
VI. VENTILATION					
A. Optimal number of ACUs, electric ceiling/wall-mounted/stand fans, blowers to ventilate the entire PTB.					
B. Ensure that all ventilation and air-conditioning equipment are functional.					
C. Regular maintenance check done on all ACUs, electric/wall-mounted/stand fans/blowers, cleaning and replacement of filters performed regularly.					
VII. GENERATOR SET					
A. Presence of a stand-by genset to be used when power service interruption occurs.					
B. Adequate supply of fuel for the genset.					
C. Available funds/petty cash for the genset's fuel consumption.					
D. Deployment of a regular maintenance crew to manage and operate the genset. Names to be submitted to the TMO Division Manager, cc.: PM					
E. Monthly report on fuel consumption, record of brownouts submitted to the TMO Division Manager.					

PARTICULARS

PARTICULARS					Score (1-5)
VIII SAFETY & SECURITY					
A.	Baggage X-ray Machine (BXM) functioning properly.				
B.	Thoroughly cleaned interior and exterior of BXM unit.				
C.	Walk-thru detector functioning properly.				
D.	Maintenance check on BXM and walk-thru detector periodically conducted.				
E.	BXM operators/technicians deployed and assigned specific tasks to conduct the screening, searching and confiscating duties & proper turn-over to PPA.				
F.	Report of deadly weapons/contraband intercepted submitted to TMO Division Manager/Port Police Officer.				
G.	Owners of intercepted items immediately reported/turned-over to PPA Port Police for questioning and for subsequent turn-over to local PNP.				
H.	Presence of a functional CCTV installation. Initial photos submitted to the TMO Division Manager.				
I.	A well-defined passenger flow system is in place.				
J.	Optimal number of fire-fighting equipment installed & strategically distributed within the PTB premises such as:				
	- Fire extinguishers				
	- Sprinkler system				
	- Hose boxes				
	- Hose reels				
	- Fire alarm system				
K.	Deployment of PTB Security Guard on all required shifts.				
L.	Deployment schedule of security guards submitted monthly to TMO Divi. Mgr.				
M.	Presence of instructional/directional signages.				
IX. PTB AMENITIES					
A.	Designation of an Officer of the Day to man the HELP DESK.				
B.	A serviceable public address system is in place.				
C.	Presence of a clean child care station within the PTB.				
D.	Designated area/s with accessibility features designed for use of elderly and Persons with Disability (PWDs)				
					Page 3 of 4

PARTICULARS

PARTICULARS		Compliant	Partial Compliance	Non-Compliance	Ratee's Remarks	Score (1-5)
E.	Other staple amenities made available to passengers such as:					
	- Wheel Chair					
	- First Aid Kit					
E.	First Aider is available for every shift/operating hours of the PTB.					

X. ENVIRONMENT

A.	Presence of well-maintained indoor plants at the PTB.					
B.	The PTB operator encourages the use of alternative water supply such as rain water collection to conserve water.					
		TOTAL SCORE				

Evaluator's Remarks:

	TOTAL SCORE	
	AVERAGE	
EQUIVALENT ADJECTIVAL RATING		

Evaluated/Rated by:

Discussed with:

TMO Division Manager/ PTB Monitoring Inspection Team

NOTE

1. The PTB Operator shall be evaluated only on **applicable** items listed in this Housekeeping Checklist.
2. Ratee's remarks is mandatory if findings fall under partial and non-compliance.
3. If the finding fall under non-compliance, the score is 1.
4. The conduct of inspection and evaluation shall be any time within the day at the discretion of the Ratee.
5. Inspection shall be done in the presence of the PTB Operator/Representative.

Adjectival equivalent of the Score shall be as follows:

5 - Outstanding
4.5-4.9 - Very Satisfactory
4.0-4.4 - Satisfactory
3.0-3.9 - Poor
Below 3 - Fail

ANNEX “B-2”

PTB EVALUATION AND RATING SYSTEM

Annex “B-2”

PTB Evaluation and Rating System

Objectives:

1. To determine compliance of PTB Operators with the requirements of PPA;
2. To professionalize the operation of the PTB; and
3. To evaluate performance of the PTB Operator

Procedure:

1. The PMO shall prepare the Weekly Summary of PTB Rating based on the Daily PTB Housekeeping Report (PHR) showing the evaluation made on the PTB Operator.

PTB Evaluation	Week 1	Week 2	Week 3	Week 4
Total Score				
Average Score				
Equivalent Adjectival Rating				
Average Score for the Month				
Adjectival Rating for the Month				

2. The weekly score shall be added to get the average and adjectival rating (AR) for the month.
3. The monthly average score shall be added to get the average and AR for the year.

How to rate the Daily PTB Housekeeping Report:

1. The PTB Operator shall be evaluated using the attached PTB Housekeeping Checklist Report. Considering that not all PTBs have the same facilities and amenities, the inspection and evaluation shall be conducted only on the applicable items listed in the said checklist.
2. The conduct of inspection and evaluation shall be any time within the day at the discretion of the PMO.
3. The result of the inspection and evaluation shall be reflected in the Daily PTB Housekeeping Report which shall show the total score gained by the PTB Operator and the equivalent AR.
4. Range of rating shall be 1 to 5, where 1 is the lowest and 5 is the highest.

5. Equivalent AR of the total score shall be as follows:

5 and above	- Outstanding
4.5-4.9	- Very Satisfactory
4.0-4.4	- Satisfactory
3.0-3.9	- Poor
Below 3	- Fail

6. If the finding falls under non-compliance, the score is 1.

Non-complying PTB Operators:

1. For two (2) or more weekly adjectival rating of "Poor", the adjectival rating for the month shall be "Fail" with the corresponding score of 1.

2. Level of Non-compliance:

Warning	-	1 month with "Poor" and below AR
Notice of Non-compliance	-	2 months within the year with "Poor" and below AR
Notice of Violation	-	3 months within the year with "Poor" and below AR or recipient of Notice of Non-compliance in any 2 years within the duration of the contract.

3. Notice of Violation or Non-Performance

The PMO shall inform the PTB Operator in writing of any violation or non-performance of its commitments or undertaking, giving the latter up to one (1) month from receipt within which to explain such violation. In the event such explanation is not satisfactory, the PMO may recommend for the suspension, cancellation or termination of the PTB Contract after due process.

4. The PMO may specify or implement other procedures that will ensure compliance of PTB Operator subject to the approval of Head Office.

Weekly Passenger Perception and Satisfaction Survey (WPPSS)

1. The PMO shall design the appropriate form and format of the WPPSS.

2. The WPPSS shall amply measure and appraise compliance with the PTB standards to achieve a level of service acceptable to the passengers.

ANNEX “E”

TECHNICAL COMPONENT

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AUTHORITY OF SIGNING OFFICIAL

I, _____ (Name of authorized signing official), of legal age, Filipino, single/married, and residing at _____ (Postal address) after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ (Position) of _____ (Name of firm or entity) an entity engaged in _____ (Nature of business) with principal office address at _____ (Postal address);
2. That I am the only official duly authorized to sign any or all bidding documents, to submit bids and to enter into Contract for the Lease, Management, Operation and Maintenance of the PTB at the Port of _____ for and in behalf of the abovementioned firm; and
3. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the bidding requirements for the aforementioned contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 201__ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN to before me this _____ day of _____ 201__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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

NOTARY PUBLIC

Note: A Special Power of Attorney must be executed and attached in case the Authorized Signing Official is not the owner-proprietor. In case the applicant is a corporation, partnership, cooperative or joint venture, a resolution of the Board or majority of partner or member, as the case may be, granting authority to the Signing Official must be attached hereof.

**COPY OF ARTICLES OF
INCORPORATION/PARTNERSHIP/COOPERATION AND BY-LAWS,
WHICHEVER MAY BE APPROPRIATE UNDER EXISTING LAWS OF
THE PHILIPPINES**

E Form - 03

**COPY OF DEPARTMENT OF TRADE AND INDUSTRY (DTI),
SECURITIES AND EXCHANGE COMMISSION (SEC), OR
COOPERATIVE DEVELOPMENT AUTHORITY (CDA)
CERTIFICATE OF REGISTRATION, WHICHEVER MAY BE
APPROPRIATE UNDER EXISTING LAWS OF THE
PHILIPPINES**

**COPY OF VALID AND CURRENT MAYOR'S PERMIT OR
MUNICIPAL LICENSE FROM THE CITY OR MUNICIPALITY
WHERE THE PRINCIPAL PLACE OF BUSINESS IS
LOCATED**

E Form - 05

**COPY OF TAXPAYER'S IDENTIFICATION NUMBER
(TIN) CARD**

**COPY OF JOINT VENTURE AGREEMENT IN CASE OF
PERSONS OR ENTITIES FORMING THEMSELVES INTO A
JOINT VENTURE (IF APPLICABLE)**

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AFFIDAVIT OF NON-INCLUSION IN THE BLACKLIST

I, _____ (Name of authorized signing official) _____, of legal age, Filipino, single/married, and residing at _____ (Postal address) _____ after having been duly sworn to in accordance with law hereby depose and say:

1. That I am the _____ (Position) _____ of the _____ (Name of firm or entity) _____ engaged in _____ (Nature of business) _____ with principal office address at _____ (Postal Address) _____.
2. That the aforesaid firm, which I am representing and intends to participate in the bidding of the Contract for the Lease, Management, Operation and Maintenance of the PTB at the Port of _____, is not blacklisted or barred from bidding by the government, or any of its agencies, offices, or corporations and has no PTB or any other contract with PPA terminated or cancelled for cause.
3. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the bidding requirements for the aforementioned contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201__ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 201__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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

NOTARY PUBLIC

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AFFIDAVIT OF AUTHENTICITY

I, _____ (Name of authorized signing official), of legal age, single/married, Filipino and residing at _____ (Postal address), after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ (Position) of the _____ (Name of the firm or entity), engaged in the business of _____ (Nature of business) with principal office address at _____ (Postal address);
2. That each of the bidding documents submitted for the bidding of the lease, management, operation and maintenance of the PTB at the Port of _____ is an authentic and original copy or a true and faithful reproduction of the original, and that all statements and information provided therein are true and correct;
3. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the bidding requirements for the aforementioned contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201____ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN to before me this _____, day of _____ 201____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

NOTARY PUBLIC

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

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ SS }

AFFIDAVIT OF COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS

I, _____ (Name of authorized signing official) _____ of legal age, with residence and address at _____ (Postal address) _____, after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ (position/title) _____ of _____ (Name of company) _____, or entity engaged in the business of _____ (nature of business) _____ with principal office and business address at _____ (postal address) _____;
2. That our firm shall abide with the existing labor laws and standards, rules and regulations of the Department of Labor and Employment (DOLE) in connection with the implementation of the contract for the lease, management, operation and maintenance of PTB.
3. That if our firm violates any rules and regulations as prescribed for by DOLE, I/We will accept sanctions that may be imposed on our firm.

IN WITNESS WHEREOF, I hereunto affixed my signature this _____ day of _____, 201__ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN to before me this _____ day of _____ 201__ in _____, Philippines, affiant exhibiting to me his Community Tax Certificate No. _____ issued on _____ at _____.

NOTARY PUBLIC

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

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AFFIDAVIT OF DISCLOSURE OF NO RELATIONSHIP

I, _____ (Name of authorized signing official) _____, of legal age, Filipino, single/married, and residing at _____ (Postal address) _____ after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ (Position) _____ of the _____ (Name of firm or entity) _____ engaged in the business of _____ (nature of business) _____ with principal office address at _____ (Postal address) _____;
2. That I or any of the employees, officers, directors, or controlling stockholders of the firm that I am representing is not related by consanguinity or affinity within the third civil degree to the PPA General Manager, the members of BAC, TWG, Secretariat, or any officials or employees of the Philippine Ports Authority (PPA) having direct access to information that may substantially affect the result of the bidding of the contract for the lease, management, operation and maintenance of PTB at the Port of _____; and
3. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the bidding requirements for the aforementioned contract.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 201__ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 201__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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

NOTARY PUBLIC

LETTER OF AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

Date

Name of the Chairperson
Bids and Awards Committee (BAC)
Philippine Ports Authority
Port District Office of _____
Address

Dear Sir:

Reference is made to our Application to Bid on the contract for the lease, management, operation and maintenance of PTB at the Port of _____.

In accordance with PPA Administrative Order No. _____, I/we hereby authorize the Port District Office of _____ or its authorized representative(s) to verify the statements, documents and information submitted herewith to substantiate our bid.

The following persons, including telephone/fax numbers may be contacted to provide further information with regard to this application:

	NAME	TEL. NUMBER	FAX NUMBER
a. Technical Matters	_____	_____	_____
b. Financial Matters	_____	_____	_____
c. Personnel Matters	_____	_____	_____

Very truly yours,

(Name of Firm)

By:

(Name and Signature of Authorized Signing Official)

BUSINESS PROFILE OF THE PROSPECTIVE BIDDER

I. GENERAL INFORMATION

Name of Company:

Tax Account No.:

Address:

Tel. No.:

Fax No.:

Email Address:

Form of Organization:

Officers

Name	Nationality	Position

Board of Directors

Name	Nationality

Stockholders or Shareholders owning at least five percent (5%) of the company's interest or outstanding capital stock

Name	Nationality	Percentage Share

Principal/Key Personnel for PTB operations

Name	Nationality	Position	No. of yrs. Occupying the Position
PTB Manager			
PTB Operations Manager			
Safety, Health and Security Officer			

Person Managing the Company:

Name: _____

Designation: _____

Tel/Cellphone No.: _____

II. LEGAL INFORMATION:

Place of Incorporation / registration: _____

Year of incorporation / registration: _____

DTI Registration: _____

SEC Registration: _____

III. FINANCIAL INFORMATION:

(for the last three (3) years)

Year	Total Assets	Current Assets	Total Liabilities	Current Liabilities	Networth

IV. PTB OR PORT RELATED SERVICE CONTRACTS AND PERMITS:

(for the last five (5) years or such period prescribed by the BAC)

Area of Operation	Date Issued	Date Expired	Average Annual Gross Income	Government Share Paid to PPA

V. AWARDS, CITATIONS and RECOGNITIONS (relevant to port and related services)

Attach certified true copies of awards, citations and recognitions received by the company, as applicable.

VI. OTHER RELEVANT INFORMATION

(Name and Signature of Authorized Signing Official)

Date: _____

Note: Please use additional separate sheet if necessary.

**CURRICULUM VITAE (CV) OF PROSPECTIVE BIDDER'S
PRINCIPAL/KEY PERSONNEL FOR PTB OPERATIONS
(FOR PTB MANAGER, PTB OPERATIONS MANAGER, SAFETY,
HEALTH AND SECURITY OFFICER)**

NAME (LAST, FIRST, MIDDLE)	STATUS:	SEX:	1X1" ID PHOTO
RESIDENCE ADDRESS:	BIRTHDATE:	AGE:	
	BIRTHPLACE:		

HIGHEST EDUCATIONAL ATTAINMENT

NAME OF SCHOOL	ADDRESS	DEGREE/COURSE	YR. GRADUATED

PTB OR PORT RELATED WORK EXPERIENCE

INCLUSIVE DATES	POSITION	NAME OF COMPANY, ADDRESS

PTB OR PORT RELATED TRAININGS UNDERTAKEN

TITLE AND DESCRIPTION	CONDUCTED BY	INCLUSIVE DATES	NO. OF HOURS

NAME AND SIGNATURE

It is hereby certified that the above personnel will be assigned for the PTB operations at the Port of _____ if the PTB contract thereat is awarded to our firm.

(Name of firm)

By:

(Name and Signature of Authorized Signing Official)

Date : _____

**STATEMENT OF COMPLETED, ONGOING, AND AWARDED BUT NOT YET STARTED PTB, CARGO
HANDLING (CH) AND RELATED CONTRACTS**

Title of the PTB, CH and related Contract and Name of Party Contracted With	Location of Port	Type of PTB/Cargo Handling Service	Contract Term (no. of years)	Effectivity and Expiry Dates of the Contract	Annual Average Throughput (Metric Tons, TEUs, or Units)	Paid Up Capital Required
COMPLETED (for the last five (5) yrs. or period as prescribed by the BAC)						
1.						
2.						
3.						
4.						
5.						

ONGOING							
1.							
2.							
3.							
4.							
5.							
AWARDED							
1.							
2.							
3.							
4.							
5.							

AWARDED BUT NOT YET STARTED									
1.									
2.									
3.									
4.									
5.									

Notes:

This statement shall be supported with:

- 1. Copy of Notice of Award
- 2. Copy of PTB, CH and related contracts
- 3. Certification from the Government or Private Port Owner Concerned as to the annual volume of cargoes handled

Please use additional sheet if necessary.

By: _____
(Name of Firm)

(Name and Signature of Authorized Signing Official)
Date: _____

**COPY OF LATEST GENERAL INFORMATION SHEET (GIS)
SUBMITTED TO THE SECURITIES AND EXCHANGE
COMMISSION (SEC), IF APPLICABLE**

**COPY OF AUDITED FINANCIAL STATEMENTS, STAMPED
"RECEIVED" BY BIR OR ITS DULY ACCREDITED AND
AUTHORIZED INSTITUTIONS FOR THE IMMEDIATELY
PRECEDING CALENDAR YEAR SHOWING, AMONG OTHERS,
TOTAL AND CURRENT ASSETS AND LIABILITIES. FOR NEW
ESTABLISHMENTS, COPY OF BALANCE SHEET AND
INCOME STATEMENT, STAMPED "RECEIVED" BY THE BIR
OR ITS DULY ACCREDITED AND AUTHORIZED
INSTITUTIONS FOR THE MOST RECENT QUARTER**

**COPY OF INCOME TAX RETURN (ITR) FOR THE
IMMEDIATELY PRECEDING YEAR DULY FILED AND
STAMPED "RECEIVED" BY THE BIR OR PROOF OF
ELECTRONIC FILING OF THE SAME. FOR NEW
ESTABLISHMENTS WHICH HAVE NO ANNUAL ITR,
COPY OF THE MOST RECENT QUARTERLY ITR DULY
FILED AND STAMPED "RECEIVED" BY THE BIR OR
PROOF OF ELECTRONIC FILING THEREOF**

**COPY OF VALUE ADDED TAX (VAT) OR PERCENTAGE
TAX RETURN (PTR) COVERING THE IMMEDIATELY
PRECEDING SIX (6) MONTHS DULY FILED AND
STAMPED "RECEIVED" BY THE BIR OR PROOF OF
ELECTRONIC FILING OF THE SAME. FOR THOSE WITH
LESS THAN SIX (6) MONTHS OF OPERATIONS, COPY
OF THE MONTHLY BUSINESS TAX RETURNS DULY
FILED AND STAMPED "RECEIVED" BY THE BIR OR
PROOF OF ELECTRONIC FILING THEREOF**

E Form - 19

**COPY OF TAX CLEARANCE CERTIFICATE ISSUED BY THE
COLLECTION ENFORCEMENT DIVISION OF THE BUREAU OF
INTERNAL REVENUE (BIR)**

E Form - 20

**CERTIFICATION FROM THE PPA HEAD OFFICE TREASURY
DEPARTMENT THAT THE PROSPECTIVE BIDDER HAS NO
OUTSTANDING ACCOUNT**

**COMPUTATION OF AVAILABLE PAID UP CAPITAL/OWNER'S
EQUITY FOR THE CONTRACT (APCC/OE)**

The APCC/OE shall be at least equal to the paid up capital/owner's equity required for the PTB contract subject of bidding.

FORMULA:

APCC/OE = Paid Up Capital/Owner's Equity per financial statements less paid up capital required for all existing PTB contracts, CH and related contracts awarded but not yet started.

(Name of Prospective Bidder) APCC is Php _____.

**OR COPY OF THE BANK CREDIT LINE COMMITMENT THE
AMOUNT OF WHICH SHALL BE AT LEAST EQUAL TO THE
APCC/OE REQUIRED FOR THE PTB CONTRACT TO BE BID.**

(Name and Signature of Authorized Signing Official)

Date : _____

INTENDED WORKING CAPITAL FOR PTB OPERATIONS

CERTIFICATION

This is to certify that the (Name of the company) commits to provide and maintain a working capital in the amount of Php _____ for the lease, management, operation and maintenance of PTB at the Port of _____.

Attached is the bank deposit certificate issued by (name of bank) in support thereof.

Issued this _____ day of _____, 201 ____.

(Name and signature of authorized signing official)

TECHNICAL BID SUBMISSION FORM

(Name of Company)

(Address)

Date: _____

The Chairperson

Bids and Awards Committee

PHILIPPINE PORTS AUTHORITY

PDO _____

Address

Dear Sir:

In response to your "INVITATION TO BID" dated _____, the undersigned _____ (Name & Position in the Company) of _____ (Name of Company), duly organized in accordance with the laws of the Republic of the Philippines, after having been issued and examined the Instructions to Bidders, Terms of Reference and Pro-forma PTB Contract for the Lease, Management, Operation and Maintenance of Passenger Terminal Building at the Port of _____, hereby submits the following technical proposal documents/information:

- a. Authority of signing official
- b. Bid Security
- c. Certificate of Site Inspection
- d. Affidavit of Site Inspection
- e. Affidavit of Compliance on Bidder's Responsibilities
- f. Organizational Chart for the PTB contract
- g. Business Plan
- h. List of principal/key PTB personnel for deployment at the start of operations

Personally, and for and in behalf of the firm, I do hereby certify that:

- a. All the statements made in this Technical Bid and in the required attachments, altogether consisting of _____ () pages which are consecutively numbered and signed in full by me on the bottom margins, are true and correct.
- b. This Technical Bid is made for the lease, management, operation and maintenance of Passenger Terminal Building at the Port of _____.
- c. The General Manager of the Philippine Ports Authority (PPA) or his duly authorized representative is hereby authorized to look into the books of accounts, documents, and other relevant records of our company, or to secure certified copies of our company's financial statements filed with the Bureau of Internal Revenue, for the purpose of verifying and ascertaining our technical and financial capabilities as a PTB operator.
- d. Any public official, surety company, bank, equipment manufacturer or distributor or any other person, firm or corporation is hereby authorized and requested to furnish any pertinent information requested by the Authority as necessary to verify the documents submitted regarding the competence and general reputation of the company.

I hereby agree that the venue of court action on any case(s) arising or resulting from the conduct of public bidding for the aforesaid PTB shall be filed exclusively in a proper court in the City/Municipality of (to be determined by the BAC).

I hereby guarantee the truth and correctness of the foregoing information and hold the firm and myself liable, criminally and civilly, for any misrepresentation or false statement made herein.

Very truly yours,

(Name and Signature of Authorized Signing Official)

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

SUBSCRIBED AND SWORN to before me this ____ day of _____ 201____, affiant exhibiting to me his Community Tax Certificate No. _____, issued on _____, at _____, Philippines.

NOTARY PUBLIC

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

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AUTHORITY OF SIGNING OFFICIAL

I, _____ (Name of authorized signing official) _____, of legal age, Filipino,
single/married, and residing at _____ (Postal address) _____ after
having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ (Position/title) _____ of
_____ (Name of firm or entity) _____ an entity engaged in
_____ (Nature of business) _____ with principal office and
business address at _____ (Postal address) _____;
2. That I am the only official authorized to sign any or all bidding
documents, to submit bids and to enter into contract for the lease,
management, operations and maintenance of PTB at the Port of
_____;
3. That I am executing this affidavit to attest to the truth of the foregoing
facts and as part of the bidding requirements for the aforementioned
contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____ 201____ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN TO before me this _____ day of
_____ 201____, affiant exhibiting to me his/her Community Tax
Certificate No. _____ issued on _____ at
_____, Philippines.

NOTARY PUBLIC

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

Note: A Special Power of Attorney must be executed and attached in case the Authorized Signing Official is not the owner-proprietor. In case the applicant is a corporation, partnership, cooperative or joint venture, a resolution of the Board or majority of partner or member, as the case may be, granting authority to the Signing Official must be attached hereof.

TB FORM 3

**COPY OF BID SECURITY IN THE PRESCRIBED FORM, AMOUNT,
AND VALIDITY PERIOD**

**COPY OF CERTIFICATE OF SITE INSPECTION ISSUED BY
DULY AUTHORIZED OFFICIAL OF PMO CONCERNED**

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ S.\$.

AFFIDAVIT OF SITE INSPECTION

I, _____ (Name of authorized signing official) _____, of legal age, Filipino, single/married, with residence and postal address at _____, after having been duly sworn in accordance with law, hereby depose and say:

1. That I am the _____ (Position/Title) _____ of _____ (Name of Company) _____ an entity engaged in the business of _____ (Nature of Business) _____, with principal office and business address at _____ (Postal Address) _____;
2. That the Philippine Ports Authority (PPA), PDO _____ is conducting a public bidding for the Lease, Management, Operation and Maintenance of PTB at the Port of _____;
3. That a site inspection is among the requisites in the aforesaid public bidding;
4. That on _____ day of _____, 201____, I have conducted site inspection of the PTB at the Port of _____;
5. That I am executing this affidavit to attest to the truth of the foregoing facts and as a requisite for the aforesaid bidding.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this _____ day of _____ 201____, in the City of _____.

(Name and Signature of Affiant)

SUBSCRIBED AND SWORN TO before me, on this _____ day of _____, 201____, in the City of _____ by the affiant with Community Tax Certificate No. _____, issued on _____ at _____.

NOTARY PUBLIC

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

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AFFIDAVIT OF COMPLIANCE ON BIDDER'S RESPONSIBILITIES

I, (Name of authorized signing official) of legal age, Filipino, single/married, with residence and postal address at _____, after having been duly sworn in accordance with law, hereby depose and say:

1. That I am the (Position/Title) of (Name of Company) an entity engaged in the business of (Nature of business), with principal office and business address at (Postal Address);
2. That the Philippine Ports Authority, PDO _____ is conducting a public bidding for the Lease, Management, Operation and Maintenance of PTB at the Port of _____;
3. That with regard to the aforesaid bidding, the (Name of Company) is attesting that it is responsible for:
 - a. having taken steps to carefully examine all of the bidding documents;
 - b. having determined and acknowledged all matters pertaining to the PTB operations, location of the port, climatic condition of the area, availability of labor, transportation and communication and other factors that may affect the bid; and
 - c. having familiar with all the applicable laws, decrees, ordinances, rules and regulations thereof.
4. That I am executing this affidavit to attest to the truth of the foregoing statements and as a requirement for the aforesaid bidding.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this _____ day of _____ 201____ in the City of _____.

Name and Signature of Affiant _____

SUBSCRIBED AND SWORN to before me, on this _____ day of _____ 201____ in the City of _____ by the affiant with Community Tax Certificate No. _____ issued on _____ at _____.

NOTARY PUBLIC

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

**COPY OF ORGANIZATIONAL CHART FOR THE PTB CONTRACT
TO BE BID**

COPY OF THE BUSINESS PLAN

NOTE:

1. The Business Plan is a business strategy employed by the PTB Operator to effectively provide, manage, operate and market the services aimed to attain service satisfaction of concerned users and entice port clientele to patronize the port. The Plan shall include among others, the following:
 - (a) Passenger Traffic Projection and Analysis - based on actual statistics and projected passenger traffic to determine appropriate requirements of the PTB for the duration of the PTB contract.
 - (b) PTB Modernization Plan - program of acquisition of modern equipment and provision of amenities to meet the demands and exigencies of the passenger terminal services brought about by the increase in number of passengers.
 - (c) PTB Maintenance Program - programmed activities for maintenance of the PTB and other passenger facilities and equipment, including the schedule and frequency thereof.
 - (d) Capital Structure/Requirement - investment or capitalization requirements sufficient to attain the objectives as stated in the Business Plan.
 - (e) Safety and Security Program - a yearly commitment of action plans and projects to ensure safety and security of the PTB, cargoes and its facilities and amenities.
 - (f) Marketing Strategy - a set of activities that will show how the services will be marketed, to include among others, a description of marketing mix to provide the desired service to port users (product); make such services conveniently available (place); offer

a positive image of the company (promotion); and make the service affordable and reflect the value of the services rendered (price).

(g) Manual of Systems and Procedures - prepared systems and procedures manual for PTB operations and finance transactions, and other activities of the PTB Operator with its clients and port users.

(h) People Development - a program for the improvement of the workers' and employees' welfare to include, among others, training, financial amelioration and other similar benefits.

2. Each component of the Business Plan should include the minimum requirements specified in the bidding documents, if any.

**LIST OF PRINCIPAL/KEY PTB PERSONNEL FOR
DEPLOYMENT AT THE START OF OPERATIONS**

ANNEX “F”

FINANCIAL COMPONENT

FINANCIAL BID SUBMISSION FORM

(Name of Company)

(Address)

Date: _____

The Chairperson

Bids and Awards Committee

PHILIPPINE PORTS AUTHORITY

PDO _____

Address _____

Dear Sir:

In response to your "INVITATION TO BID" dated _____, the undersigned (Name & Position in the Company) of (Name of Company), duly organized in accordance with the laws of the Republic of the Philippines, after having been issued and examined the Instructions to Bidders, Terms of Reference and Pro-forma PTB Contract for the Lease, Management, Operation and Maintenance of PTB at the Port of _____, hereby submits the (proposed rental rate for the PTB and committed government share on the gross income from passenger terminal fee and PTB parking for the entire duration of the contract).

Personally, and for and in behalf of the firm, I do hereby certify that:

- a. All the statements made in this Financial Bid and in the required attachments, altogether consisting of _____ () pages which are consecutively numbered and signed in full by me on the bottom margins, are true and correct.
- b. This Financial Bid is made for the lease, management, operation and maintenance of PTB at the Port of _____.
- c. The General Manager of the Philippine Ports Authority (PPA) or his duly authorized representative is hereby authorized to look into the books of accounts, documents, and other relevant records of our company, or to

secure certified copies of our company's financial statements filed with the Bureau of Internal Revenue, for the purpose of verifying and ascertaining our technical and financial capabilities as a PTB operator.

- d. Any public official, surety company, bank, equipment manufacturer or distributor or any other person, firm or corporation is hereby authorized and requested to furnish any pertinent information requested by the Authority as necessary to verify the documents submitted regarding the competence and general reputation of the company.

I hereby agree that the venue of court action on any case(s) arising or resulting from the conduct of public bidding for the aforesaid PTB shall be filed exclusively in a proper court of the City/Municipality of (to be determined by the BAC).

I hereby guarantee the truth and correctness of the foregoing information and hold the firm and myself liable, criminally and civilly, for any misrepresentation or false statement made herein.

Very truly yours,

(Name and Signature of Authorized Signing Official)

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

SUBSCRIBED AND SWORN to before me this ____ day of _____ 201__ in _____, Philippines, affiant exhibiting to me his Community Tax Certificate No. _____ issued on _____ at _____.

NOTARY PUBLIC

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

FB FORM 2

**COPY OF THE PROPOSED RENTAL FEE
FOR THE PTB AT THE PORT OF _____ PER SQUARE
METER PER MONTH EXCLUSIVE OF 12% VAT FOR THE ENTIRE
DURATION OF THE CONTRACT**

ANNEX “G”

PRO-FORMA PTB CONTRACT

**CONTRACT FOR THE LEASE, MANAGEMENT, OPERATION AND MAINTENANCE
OF PASSENGER TERMINAL BUILDING (PTB)**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

PHILIPPINE PORTS AUTHORITY, a government instrumentality duly constituted and existing under and by virtue of Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, Port Area, Manila, represented herein by its _____, duly authorized for this purpose by virtue of PPA Board Resolution No. 1896 dated 20 December 2001, a copy of which is hereto attached and made an integral part hereof as Annex "A", and hereinafter referred to as the **AUTHORITY**;

- and -

(Name of PTB Operator) _____
a _____ duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and business address at _____, represented herein by its duly authorized _____, as evidenced by _____ dated _____, a copy of which is hereto attached and made an integral part hereof as Annex "B", and hereinafter referred to as the **PTB OPERATOR**.

WITNESSETH

WHEREAS, the corporate powers of the **AUTHORITY** as expressed by Presidential Decree No. 857, as amended, include the power to acquire, purchase, own, lease, mortgage, sell or otherwise dispose of any land, port facility, wharf, quay or property of any kind, whether movable or immovable.

WHEREAS, the **AUTHORITY** is likewise empowered under Presidential Decree No. 857, as amended, to provide port services and other related services, whether on its own, by contract or otherwise, in any Philippine ports under its jurisdiction.

WHEREAS, on _____, the **AUTHORITY**, pursuant to PPA Administrative Order No. _____, conducted a public bidding for the lease, management, operation and maintenance of Passenger Terminal Building (PTB) at the Port of _____ in _____, including all the spaces for passengers, the amenities and facilities therein, particularly described and delineated in Annex "C" hereto attached and made integral part hereof.

WHEREAS, after the opening of bids and due evaluation thereof and the conduct of the required post-qualification process, the bid of the **PTB OPERATOR** was determined to be the Highest Calculated and Responsive Bid.

WHEREAS, pursuant to the PDO _____ Bids and Awards Committee Resolution No. _____ dated _____, award of the Contract for the Lease, Management, Operation and Maintenance of the PTB at the Port of _____ in _____ was made to the **PTB OPERATOR** in a Notice of Award dated _____ and the **PTB OPERATOR** signified its "conforme" thereof.

NOW THEREFORE, for and in consideration of the foregoing premises, the **AUTHORITY** hereby grants unto and the **PTB OPERATOR** hereby accepts the lease, management, operation and maintenance of Passenger Terminal Building at the Port of _____ in _____ including all the spaces for passengers, the facilities and amenities therein, under the following terms, conditions, stipulations and covenants, to wit:

1. **Term and Effectivity of Contract** - This Contract shall take effect on _____ and shall remain in force and effect for a period of **FIVE (5) YEARS**, unless sooner terminated or cancelled for cause as provided for in Section 21 of this Contract.
2. **Scope of Services** - The **PTB OPERATOR** shall lease, manage, operate and maintain the PTB at the Port of _____, and shall provide related services to include, but not limited to the following activities:
 - a. **Passenger Terminal Services** - shall cover operations and management of passenger terminal facilities dedicated to provide environmental friendly areas for the optimum convenience, safety and security to passengers during pre-departure/arrival to/from vessels, including fastcraft. It also includes the management of concessioners, restaurants, entertainment centers, basic amenities, as well as the leasing out of office spaces, business centers and other similar areas.
 - b. **Other Related Services** - (to be specified by the BAC, if any)
3. **Common-User Policy** - To ensure the implementation of the **AUTHORITY's** Common-User Policy and fair competition to all vessel owners/operators and other port-users concerned, Berth Management shall remain under the direct control and supervision of the **AUTHORITY** or its Harbor Master or authorized officials.
4. **Consideration** - In consideration of the rights and privileges granted by the **AUTHORITY** to the **PTB OPERATOR**, the latter shall, pay a rental fee for the PTB in the amount of _____ (Php _____). In addition, the **PTB OPERATOR** shall remit to the **AUTHORITY** ten percent (10%) of its gross income from passenger terminal fees, PTB parking fees and concessionaire contracts.

Any obligation of the **PTB OPERATOR** which is unpaid when due shall bear interest and penalty charge in accordance with existing regulations.

It is further agreed that the consideration mentioned above is exclusive of the Value Added Tax (VAT) and the VAT due thereon, including any subsequent increase thereof, if any, shall be borne and paid for by the **PTB OPERATOR**.
5. **Cash Deposit** - Upon signing of the Contract, the **PTB OPERATOR** shall make a deposit with the **AUTHORITY** an amount equivalent to one (1) month advance rental and additional two (2) months rental, as security deposit for the PTB. The security deposit shall be applied for the payment of back rentals and government share, if any, and for the expenses and charges billed against the **PTB OPERATOR** for water, telephone and other utility services still remaining unpaid upon the expiration or termination of the Contract.
6. **Authorized Tariff** - The applicable Passenger Terminal Fee to be collected by the **PTB OPERATOR** or its sub-contractee shall be those provided in the list attached hereto as Annex "D", which shall form an integral part of this Contract. Any adjustments in the applicable charges in the future shall be subject to public hearing and prior approval of the **AUTHORITY**.
7. **Transfer of Leasehold Rights** - The **PTB OPERATOR** shall not sub-lease, transfer, convey, encumber or otherwise transact with its rights under this Contract nor sub-lease the PTB or any portion thereof without the prior approval of the **AUTHORITY**, and provided that any sub-lessee shall secure a Permit to Operate from the **AUTHORITY**.

8. **Working Capital** - The **PTB OPERATOR** shall establish and maintain the minimum amount of _____ (P _____) PESOS as working capital to sufficiently meet its day-to-day operational needs including claims arising from its operations, subject to the provisions of existing and applicable rules and regulations thereto.

9. **Performance Security** - To guarantee the faithful performance by the **PTB OPERATOR** of its obligations under this contract, it shall post a performance security within thirty (30) calendar days from signing of this Contract. The performance security may be in any of the following forms:

- a. Cash, certified check, cashier's/manager's check, bank draft/guarantee confirmed by a reputable local bank;
- b. Irrevocable letter of credit issued by a reputable commercial bank or in case of an irrevocable letter of credit issued by a foreign bank the same shall be confirmed or authenticated by a reputable local bank;
- c. Surety bond callable upon demand issued by the Government Service Insurance System (GSIS) or other reputable surety or insurance company duly licensed by the Office of the Insurance Commission; or
- d. A combination of the foregoing;

The required amount of the above forms of security shall be in accordance with the following schedule:

Form of Performance Security	Php _____ Total Gross Income from PTB Operations of the Port for the Immediately Preceding Year)
Cash, certified check, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit (5%)	Php _____
Surety Bond (30%)	Php _____

The amount of said security shall be adjusted from time to time in accordance with the pertinent guidelines of the **AUTHORITY**. The security, until so released in writing by the **AUTHORITY**, shall remain in full force and effect and shall answer and guarantee the full and faithful compliance with each and every term, stipulation and condition of this Contract, and shall be further subject to the provisions of existing and applicable rules and regulations thereto.

The security to be posted, if in the form of a surety bond, shall specifically contain a provision that "This bond, once accepted by the Philippine Ports Authority (PPA) cannot be cancelled or withdrawn by the surety/insurance company or the **PTB OPERATOR** without the express consent of the PPA until their obligations under the contract shall have been fully liquidated". In no case shall the **AUTHORITY** accept a surety bond not containing the aforementioned stipulation.

10. **Business Plan** - The **PTB OPERATOR** shall fully comply with the commitments and conditions stipulated in the Business Plan which is attached hereto and made an integral part of this Contract as Annex "E" during the five (5)-year contract period except those modified by the provisions of this Contract and failure to do so may cause the cancellation or termination of this Contract.

11. **Facilities and Amenities** - Upon execution of this Contract, the **PTB OPERATOR** shall provide the following passenger terminal facilities and amenities within the

period of effectivity of this Contract in accordance with the PTB Template approved by the DOTC and the National Building Code, to wit:

- i. Comfort Rooms;
- ii. Sufficient Ventilation;
- iii. Life Saving Apparatus
- iv. First Aid Station, Medicines;
- v. Drinking Fountain;
- vi. Television Sets
- vii. Information Board;
- viii. Public Address System;
- ix. Prayer Room;
- x. Nursing Room with Diaper Changing Table and Lavatory;
- xi. Gang Chairs;
- xii. Information Counter;
- xiii. Telephone Booth; and
- xiv. Celphone Charging Station

12. **Safety and Related Equipment and Gears** - At the commencement of operations, the **PTB OPERATOR** shall provide and maintain the required minimum safety and related equipment and gears all in serviceable and readyline conditions, as enumerated in the list attached hereto as Annex "F", in accordance with the PTB Template approved by the DOTC and the National Building Code. Further, the **PTB OPERATOR** shall comply with the scheduled commitment to procure and deploy additional and necessary equipment and gears during the five (5)-year period as indicated in the Equipment Deployment Schedule attached hereto as Annex "G" which shall form an integral part of this Contract, and such other equipment and gears as may be required by the **AUTHORITY**. Failure to do so shall likewise cause the cancellation of this Contract.

Provided, that the aforementioned list of equipment and gears shall be subject to periodic review, inspection, inventory and revision by the **AUTHORITY**.

Provided further, that except for such encumbrances or liens already existing on the date of effectivity of this Contract, the **PTB OPERATOR** shall not execute any chattel mortgage, deed of conveyance or any other contract that may affect, encumber or impose any lien on any of the equipment used in the PTB operations, without prior approval of the **AUTHORITY**.

13. **Renovation by PPA** - The **AUTHORITY** shall, as it may deem necessary in accordance with the PTB Template approved by DOTC, undertake renovations within the PTB and its premises subject of this Contract. Upon completion thereof, the **PTB OPERATOR** shall assume responsibility for operation, maintenance and repair of the same.

14. **Retirement and Separation Fund (RSF)** - The **PTB OPERATOR** shall within one (1) month from the execution of this Contract establish and maintain a RSF strictly in accordance with the pertinent provisions of PPA Administrative Order No. 01-2006, as amended, otherwise known as the Compendium of Regulations on Cargo Handling Operations. Said RSF shall be used exclusively to finance and pay benefits of PTB workers and employees who resign, retire, have been retrenched or whose services have been terminated due to change of **PTB OPERATOR** in the said port. The deposited amount shall be correspondingly adjusted or increased to fully cover the retirement benefits of employees retiring during the term of this contract.

15. **Submission of List of Laborers and Workers** - In the interest of security and safety and for purposes of compliance with the provisions of this Contract and the existing laws concerning benefits due to PTB workers, the **PTB OPERATOR** shall, upon effectivity of this Contract and every year thereafter, submit to the **AUTHORITY**, a list of all its employees, workers or laborers.

16. **Visitorial Powers** - The **PTB OPERATOR** shall make available at all times during office hours, for inspection, examination and audit by the **AUTHORITY**, the Commission

on Audit and other government agencies exercising visitorial powers, all books of accounts, properties, inventories, payrolls and financial records of the **PTB OPERATOR** and all other records concerning PTB Operations provided that the authority to inspect, examine and audit the records and books of accounts shall be exercised by the visiting officials concerned pursuant to and within the limits of the duties and functions vested upon their respective offices by express provision of law.

17. **Repair and Maintenance of the Premises** - The maintenance and upkeep of the PTB and all the premises in the covered ports is a material consideration of this Contract and primarily for the safety, security and convenience of the passengers and port users. As such, the **PTB OPERATOR** shall allocate at least five percent (5%) of its gross revenue for its maintenance expenditures of the port facilities, buildings and premises.

The **PTB OPERATOR** shall give priority consideration for the repair maintenance of the PTB and its facilities which shall include, but not limited to, maintenance and repair of the building, including furnitures, fixtures and equipment strictly in accordance with the Maintenance Program in the Business Plan as well as the PTB Operating and Maintenance Standards set by the **AUTHORITY** for the PTB at the Port of _____ referred hereto as Annex "H".

18. **Rehabilitation and Improvement of Facilities** - The **PTB OPERATOR** hereby binds itself to cover improvements and rehabilitation costs of up to a minimum amount of _____ (Php _____) for the PTB within the contract period of five (5) years as provided for in its Business Plan. The program of works, plans and specifications for such improvement and rehabilitation shall be submitted to the **AUTHORITY** for approval prior to implementation thereof.

19. **Permanent/Temporary Structures/Other Alterations** - The **PTB OPERATOR** shall not introduce any permanent/temporary structures or improvements or make any alterations in the leased premises without the prior written consent and approval of the **AUTHORITY**. All improvements or alterations of whatsoever nature made thereon as agreed by both parties, shall, upon completion thereof, become integral part of the leased premises and shall not be removed therefrom, but shall belong and become the exclusive property of the **AUTHORITY** without reimbursement of the cost or value thereof. Likewise, it shall not place any inscriptions, hang or display any signboard outside the leased premises or any portion of the building without the prior consent of the **AUTHORITY**.

20. **Safety Precautionary Measures** - The **PTB OPERATOR** shall not bring into or store in the leased premises any inflammable and explosive goods or materials or any article which may expose the leased premises to fire or increase the fire hazard of the building and other nearby premises, or any other article which the **AUTHORITY** may prohibit. Any damage caused directly or indirectly by any infringement of this prohibition shall be borne by and paid for by the **PTB OPERATOR**.

21. **Water, Electricity, Telephone and Other Utility Expenses** - Charges for water, electricity, telephone and other utility services in the premises, including repairs in the service utility system shall be for the account of the **PTB OPERATOR**. Upon signing of this Contract, the **PTB OPERATOR** or its duly authorized representative shall apply in the company's name for electrical and water connections of the area to be leased.

22. **Suspension, Cancellation or Termination of Contract** - The **AUTHORITY** may, without prejudice to other remedies against the **PTB OPERATOR**, extrajudicially suspend, cancel or terminate this Contract on any of the following grounds:

- a. Failure of the **PTB OPERATOR** to remit on due date to the **AUTHORITY** any two (2) monthly committed financial obligations.
- b. Overcharging of rates or collection of rates other than those prescribed in Annex "D" hereof.
- c. Failure of the **PTB OPERATOR** to post the required performance security within one (1) month from the execution of this Contract or renew the same within one (1) month upon expiration of said security.

- d. Failure and/or refusal of the **PTB OPERATOR** to fully comply with its commitments as specified in its submitted Business Plan (Annex "E") and PTB Operating and Maintenance Standards (Annex "H").
- e. Failure of the **PTB OPERATOR** to provide and maintain in good operating condition the safety and related equipment and gears specified in Annexes "F" and "G" hereof.
- f. Failure of the **PTB OPERATOR** to pay its employees and PTB workers in accordance with the minimum wage law or failure to remit premiums to SSS, PhilHealth and fringe benefits as such obligations fall due.
- g. Failure of the **PTB OPERATOR** to establish, maintain and update the PRSF prescribed in Section 14 hereof.
- h. Refusal of the **PTB OPERATOR** to make available to COA auditors and PPA officials, who are vested with authority to conduct audit, its books of accounts and other documents for inspection and examination as provided in this Contract.
- i. Refusal of the **PTB OPERATOR** to submit to supervision, inspection and/or overseeing by the **AUTHORITY** and/or its duly authorized representative.
- j. Change of control of the company arising from its sale, assignment, transfer or sub-contract in whole or in part, or other disposition of capital stock by the **PTB OPERATOR** without the prior written consent and approval of the **AUTHORITY**.
- k. Willful involvement or participation of the **PTB OPERATOR** in smuggling or related activities through any of its corporate officers and ranking management officials or employees from the rank of supervisor or higher and by taking advantage of their free access to the PTB premises resulting to the prejudice of the **AUTHORITY**, port users and others concerned.
- l. Willful involvement or participation of the **PTB OPERATOR** or allowing others to engage in any other practices that will unduly cause the termination, suspension or disruption of the PTB operations and other related services.
- m. When national security so requires or if the **AUTHORITY** shall find that public interest can be better served by the suspension, cancellation or termination of this Contract in accordance with existing and applicable laws, rules and regulations thereto.
- n. Performing other services inside the PTB without the written consent and approval of the **AUTHORITY**.
- o. Violation or non-performance of any other terms and conditions of this Contract and the **PTB OPERATOR** fails to remedy or perform the obligations within one (1) month from receipt of notice of violation or non-performance.
- p. Refusal of the **PTB OPERATOR** to comply with the PTB Standardization and Modernization requirements of the **AUTHORITY**.

The suspension, cancellation or termination of this Contract shall not, however, relieve the **PTB OPERATOR** from any liability already incurred under this Contract.

23. **Notice of Violation or Non-Performance** - The **AUTHORITY** shall inform the **PTB OPERATOR** in writing of any violation or non-performance of its commitments or undertaking specified in this Contract, giving the latter up to one (1) month from receipt within which to explain such violation. In the event such explanation is not satisfactory to the **AUTHORITY**, the **AUTHORITY** may suspend, cancel or terminate the Contract after due process.

24. **Attorney's Fees, Damages and Venue of Court Action** - Should the **AUTHORITY** be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the **PTB OPERATOR** shall be liable to the **AUTHORITY** for attorney's fees in the amount equivalent to twenty (20%) percent of the total sum claimed in the complaint, exclusive of other damages and expenses of litigation, but in no case less than One Hundred Thousand Pesos (P100,000.00). Venue of all court actions arising out of or in connection with this Contract shall be laid solely and exclusively in the proper court of the City of Manila.

25. **Takeover by the Authority** - The **AUTHORITY** shall have the right to immediately take over the operations at subject port, including all equipment and structures thereof, in any of the following instances

- a. In case of any emergency such as strikes, lock-out, stoppage of work and other causes of similar nature for the duration of such emergencies.
- b. In case of violation of any of the terms and conditions of this Contract or the **AUTHORITY's** rules and regulations.
- c. In case of cancellation or termination of this Contract.
- d. In such other cases where the **AUTHORITY** deems that the takeover is warranted in order to protect and/or promote public interest.

26. **Force Majeure** - Neither party shall be responsible or liable to the other in any manner whatsoever for the destruction, damage, losses, injury, delay, or deviation from the contract as a result of force majeure, such as typhoon, conflagration, fire, widespread epidemic, earthquake, lightning and other similar natural calamities, or those events caused by war, rebellion, civil commotion, strikes, lockouts and industrial disputes not directly or indirectly within the control of each party.

If either party is unable to comply with any of the conditions specified in this Contract including its annexes due to force majeure, that party shall notify the other as soon as practicable but not later than ten (10) days after such occurrence. The latter party shall, within one (1) month after receipt of notice, inform the former party of its concurrence of the existence of force majeure and the effect thereof on their contractual obligations and responsibilities.

27. **Taxes** - The **PTB OPERATOR** shall regularly present within the duration of this Contract, a Tax Clearance Certificate from the Bureau of Internal Revenue (BIR).

As beneficial user, the **PTB OPERATOR** shall pay Real Property Taxes on all facilities, premises or buildings leased from the **AUTHORITY** or used, possessed or occupied under this Contract to the Local Government Unit (LGU) concerned. Not later than the First Quarter of every calendar year, the **PTB OPERATOR** shall apply and/or update its Tax Declaration on the PPA facilities, premises or buildings it is directly using or occupying and shall submit the original copy of said Tax Declaration to the **AUTHORITY** together with proof of payment of the corresponding Real Property Taxes.

Provided that buildings and offices directly used or maintained by the **AUTHORITY** such as Bahay Silungan, GAD Center, Terminal Offices and the like shall be excluded from the aforementioned Tax Declaration for purposes of determining real property tax obligations of the **PTB OPERATOR**.

28. **Prohibition Against Assignment, Encumbrance, Transfer and Other Conveyance** - There shall be no assignment, mortgage or transfer, directly or indirectly, of this contract or any portion hereof, or any of the undertakings hereunder without the written approval of the **AUTHORITY**.

29. **Policies of the Authority** - The Authority is currently in the process of reviewing and formulating standards relative to the provision of PTB services. Such review includes, among others, adoption of a PTB standardization and modernization template for implementation in all PTBs nationwide.

The **PTB OPERATOR**, heretofore, agrees to comply with all applicable existing laws, rules and regulations, policies and guidelines, requirements relative to the standardization and modernization of PTB and those which may hereafter be promulgated by PPA and other government instrumentalities.

30. **Other Conditions** – Upon the effectivity of this Contract, the **PTB OPERATOR** shall:

- a. Employ qualified workers below supervisory level from the locality or utilize members of the existing labor force, subject to existing labor laws, rules and regulations and the pertinent provisions of PPA Administrative Order No. 01-2006, as amended.
- b. Respect existing Collective Bargaining Agreements (CBA), if any, and implement and carry over all current portworkers' benefits and privileges under the CBA, if any, and company policy or practice.
- c. Respect all premises, offices and buildings directly needed, used or maintained by the **AUTHORITY** for its office and public service requirements.
- d. Accept liability and pay promptly to passengers concerned for any loss or damage of baggages as adjudicated by the **AUTHORITY**.
- e. Maintain at its own cost and expense the PTB in a neat, clean, safe, usable and in proper working condition consistent with the requirements set by the **AUTHORITY** in the PTB Operating and Maintenance Standards.
- f. Provide safety signs and slogans and related notices in strategic places in the PTB premises.
- g. Hire and assign security guards to protect the passengers and their baggages inside the PTB.
- h. Assign sweepers in the PTB premises and provide corresponding garbage receptacles in strategic locations thereat including removal of collected garbage from such receptacles.
- i. Pay all the bills for utilities exclusively used by the **PTB OPERATOR** within the area of its operations.
- j. Assume payment of all real estate tax for all port facilities leased to the **PTB OPERATOR**.
- k. Secure the required insurance from the GSIS for the government owned facilities and structures that the **PTB OPERATOR** shall be responsible for.
- l. Maintain, implement and improve the firm for ISO-9001 (Quality Management Systems Standard), ISO-14001 (Environmental Management Standard) and OHSAS 18001 (Occupational Health and Safety Standards).
- m. Undertake and implement computerization programs for the **PTB OPERATOR's** financial transactions adoptable and compatible with the **AUTHORITY's** Computerization.
- n. Ensure the proper accounting of passengers including, but not limited to, maintenance of database containing relevant passenger information through implementation of e-ticketing system.
- o. Submit PTB financial and operational reports in accordance with the format and schedules as may be prescribe by the **AUTHORITY**.

Further, the **PTB OPERATOR** shall strictly comply with all the other PPA policies, rules and regulations applicable thereto, including those that may be issued or promulgated after the execution of this Contract.

31. **Contract Documents** - The following documents shall also constitute integral parts of this Contract, as fully as if the contents of said documents are reproduced, incorporated and set forth herein, and shall control in full force and effect the rights and obligations of the Parties, except those modified by the terms and conditions of this Contract, to wit:

- a. Invitation to Bid;
- b. Bidding Documents;
- c. Addenda or Supplemental/Bid Bulletin, if any;
- d. Technical and Financial Components, including all its annexes;
- e. Notice of Award and the **PTB OPERATOR's** "conforme" thereof;
- f. Performance Security; and
- g. Other documents as may be required under existing laws or by the **AUTHORITY**.

Provided, that in case of irreconcilable conflict between the provisions of the contract and the provisions of any of the aforesaid contract documents, the former shall prevail.

32. **Other Amendments** -- At any time during the effectivity of this Contract, the **AUTHORITY** and the **PTB OPERATOR** may agree to modify or amend its existing terms, conditions and requirements as circumstances demand for the mutual benefits of the parties.

33. **Separability Clause** - If at any time of this Contract one or more of the provisions is or becomes invalid, illegal or unenforceable in any respect under any law by which it may be governed or affected, the validity, legality and enforceability of the remaining provisions of this Contract shall not be impaired or affected as a result thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this _____ day of _____, 201____ in the City of _____, Philippines.

PHILIPPINE PORTS AUTHORITY

(NAME OF PTB OPERATOR)

By:

By:

**Assistant General Manager
for Operations**

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of _____, Philippines, this
_____ day of _____, 20____, personally appeared the following:

NAME	CTC No.	DATE	PLACE
_____	_____	_____	_____
_____	_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument
as:

POSITION	COMPANY	CTC NO.	DATE	PLACE
_____	PHILIPPINE PORTS AUTHORITY	_____	_____	_____
_____	_____	_____	_____	_____

and they acknowledged to me that the same is their own free act and deed as well as the free
and voluntary act of the corporation they represent.

The foregoing instrument is a Contract for the Lease, Management, Operation and
Maintenance of Passenger Terminal Building at the Port of _____ consisting of ()
pages, including this page on which this acknowledgment is written, signed by the parties and
their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these
presents at the place and on the date first above written.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 201 _____.