sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. PBD Related Forms.

b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

c) Upon Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

11) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

12) Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit fees, and other such levies imposed for the completion of this Contract.

13) Performance Security

13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clauses 31.2 and 31.3.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:

a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;

b) The Supplier has no pending claims for labor and materials filed against it; and

c) Other terms specified in the **SCC**.

13.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14) Use of Contract Documents and Information

14.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

15) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

16) Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be allowed to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity shall reject the Goods or any part thereof that fail any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

17) Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:

a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or

b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or

c) Other such amount, if so specified in the **SCC**.

17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.

17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

18) Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

19) Liquidated Damages

19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed

goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

20) Settlement of Disputes

20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.

20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC.**

20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

21) Liability of the Supplier

21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

23) Termination Due to Force Majeure

23.1 For purposes of this Contract, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

23.2 The Procuring Entity may terminate this Contract and impose liquidated damages when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the Contract Price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.

23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure,* provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure.*

23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

24) Termination for Convenience

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;

b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;

c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or

d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or

b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25) Termination for Unlawful Acts

25.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

a) Corrupt, fraudulent, collusive, and coercive practices as defined in ITB Clause 3.1;

b) Drawing up or using forged documents;

c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

d) Any other act analogous to the foregoing.

26) Procedures for Termination of Contracts

26.1 The following provisions shall govern the procedures for termination of this Contract:

a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.

b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:

i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;

ii) The extent of termination, whether in whole or in part;

iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and

iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.

d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.

e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.

f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.

h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:

   i) To have any portion delivered or performed and paid at the contract terms and prices; or

   ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

27) Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

28) Amendment to Order

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

29) Application

These General Conditions shall apply to the extent that they are not suspended by the provisions from other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is Philippine Ports Authority
1(b)	The Supplier is *[to be inserted at the time of contract award].*
1(c)	The Funding Source is: 2.1 The GoP through the source of funding as indicated below for **Calendar Year (CY) 2026** in the amount of **FIFTEEN MILLION PESOS (P15,000,000.00)** 2.2 The source of funding is Corporate Operating Budget of the PHILIPPINE PORTS AUTHORITY.
1(d)	The Project sites are defined in Section VI. Schedule of Requirements
2	No further instructions.
5.1	The Procuring Entity's address for Notices is: BAC Secretariat Philippine Ports Authority 5th Floor, PPA Bldg., A. Bonifacio Drive, South Harbor, Port Area, Manila Telephone Nos. 527-47-35 , 527-83-56 to 83 loc. 539 PPA Website: **www.ppa.com.ph**
5.2	No further instructions.
6.2	**Delivery and Documents** For purposes of this Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *For Goods Supplied from Abroad, state* "The delivery terms applicable to the Contract are DDP delivered *[insert place of destination].* In accordance with INCOTERMS." (DAP) *For Goods Supplied from Within the Philippines, state* "The delivery terms applicable to this Contract are delivered *[insert place of destination].* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

	For Goods supplied from within the Philippines: Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Delivery receipt/note, railway receipt, or truck receipt; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported Goods); vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. *For goods supplied from abroad:* Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported goods); vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Philippine Ports Authority Head Office, Manila and the following Port Management Offices (PMOs), Terminal Management Offices (TMOs) and Port Terminals; • Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Northern Luzon Area • Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Southern Luzon Area • Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Visayas Area • Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Southern Mindanao Area • Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Northern Mindanao Area **Incidental Services** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a) performance or supervision of onsite assembly and/or startup of the supplied goods; b) furnishing of tools required for assembly and/or maintenance of the supplied goods; c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. The Contract price for the goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Transportation** The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract.

	The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site. The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the goods were first ready for shipment to the actual date of shipment will be considered *force majeure* in accordance with **GCC** Clause 23. The Procuring Entity accepts no liability for the damage of goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of goods supplied from within the Philippines or supplied by domestic Suppliers, risk and ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination.
10.2	The terms of payment shall be as follows: Total Bid Price shall include among others, the transportation fare, food and hotel accommodation, Professional Fees, other contingencies and 12% Value Added Tax. The Contract Price shall be subject to Expanded Withholding Tax and Final Withholding Tax on VAT. Progress billing is allowed based on the Appraisal Reports submitted and signed in accordance with Section 10.2 of the Terms of Reference. The computation of the progress billing shall be: Total Contract Price ÷ 26 Volumes x Actual Number of Volumes submitted = Progress Billing
11.4	Payment shall be made in Philippine Peso.
11.5	Payment using LoC is allowed, the amount of provisional sum shall not exceed 10% of the ABC and shall form part of the ABC.
13.4(c)	No further instructions.
16.1	Not applicable.
17.3	The period for correction of defects in the Warranty Period is specified in the Terms of Reference.

17.3(c)	Not applicable.
17.4	No further instructions.
17.5	No further instructions.
20.2	Not applicable.
21.1	If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description[1]	Quantity	Total	Delivery Schedule
	Procurement of Service Provider for CY 2026 Re-Appraisal of Port Property, Plant and Equipment (PPE)			Within one (1) year period from receipt by the winning bidder of the Notice to Proceed (NTP).
	The delivery period of the appraisal reports shall be on a per PMO basis on the following period:			
	Draft Appraisal Report			Within thirty (30) calendar days after actual inspection
	Final Appraisal Report			Within fifteen (15) working days after the HO/PMO's review and confirmation

[1] Subject to the Technical Specifications of the Terms of Reference

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		Bidders must state "Comply" or "Not Comply" for each specification and provide the corresponding performance parameters for offered equipment. *Each response must be supported by a clear documentary support in the bid and properly cross-referenced. Acceptable evidence includes unaltered manufacturer sales brochures, official specification sheets, product samples, independent test results, and similar documents.* *Claims should be backed by documentary support. If the evidence contradicts the claim, the bid may be rejected. Any*

		false statement— whether in the compliance form or supporting documents— found during evaluation, post-qualification, or contract implementation may be considered fraudulent in accordance with ITB Clause 3.1(a)(ii) and without prejudice to the imposition of appropriate administrative, civil, and criminal penalty in accordance with law.
	PROCUREMENT OF SERVICE PROVIDER FOR CY 2026 RE-APPRAISAL OF PORT PROPERTY, PLANT AND EQUIPMENT (PPE)	
	TECHNICAL SPECIFICATIONS	
1	**PROJECT DESCRIPTION** 1.1 The Project will involve the re-appraisal of the following fixed assets owned by the Authority to which the individual appraised value of the land and the Replacement Cost New, Accumulated Depreciation and Carrying/Sound Value as of June 30, 2026 of all other Property, Plant and Equipment (PPE) **except Office Furniture, Fixtures, Books and Office Equipment shall be determined:** 1.1.1 Land 1.1.2 Other Land Improvements 1.1.3 Buildings 1.1.4 Other Minor Structures 1.1.5 Port Facilities 1.1.6 Watercrafts 1.1.7 Land Transportation Equipment 1.1.8 Other Machineries and Equipment 1.1.9 Technical and Scientific Equipment 1.1.10 Information and Communication Technology Equipment 1.1.11 Construction/Port Equipment	

	1.2 The Project shall likewise include the determination of the individual Replacement Cost New, Accumulated Depreciation and Carrying Value/Sound Value as of June 30, 2026 of all buildings/structures constructed by the lessees on PPA leased lot whose Lease Contract expired or will expire in CY 2026. **A listing of these properties shall be provided by the PPA-PMO Counterpart Appraisal Committee. These properties shall be listed in the appraisal report separately.** 1.3 Actual inspection of the PPEs and confirmation of its physical existence, area/description and actual economic condition shall be conducted. All Schedules of PPEs as of December 31, 2025 shall be provided by the Treasury Department for reference.	
2	**SCOPE OF SERVICE & IMPLEMENTATION** 2.1 The Appraiser's engagement shall be for a one (1) year period from receipt by the winning bidder of the Notice to Proceed (NTP). The properties owned by the PPA located in the following areas shall be appraised: 2.1.1 Head Office 2.1.2 Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Northern Luzon Area 2.1.3 Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Southern Luzon Area 2.1.4 Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Visayas Area 2.1.5 Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Southern Mindanao Area 2.1.6 Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Northern Mindanao Area 2.2 The timeline of activities for the re-appraisal of fixed assets PPA-wide is attached as Annex A of the Terms Of Reference.	
3	**APPRAISAL TEAM COMPOSITION AND QUALIFICATION REQUIREMENTS** 3.1 One (1) Team leader / Lead Appraiser • Must be a licensed Real Estate Appraiser (PRC) • At least 5-10 years of relevant experience • Extensive experience in: o Government appraisal projects o Land and Building valuation • Responsible for: o Final review and signing of reports	

	o Project management and coordination 3.2 One (1) Senior Appraiser • Licensed Real Estate Appraiser • At least 3-5 years of experience • Supports review and validation of reports 3.3 Minimum of Four to Six (4-6) Field Appraisers • Licensed Appraiser or Graduate of Real Estate, Engineering or related field • At least 1-3 years of experience • Responsible for: o Site inspection o Data gathering o Preparation of field reports 3.4 Technical Support Staff • Documentation Staff • Data Encoder/Analyst • Responsible for: o Document management o Data processing and report preparation 3.5 Technical Specialists (as needed) • Civil/Structural Engineer • Geodetic Engineer • Other specialists depending on project requirements	
4	**APPRAISAL PROCEDURE AND METHODOLOGY** 4.1 The Appraisal shall be performed applying the two traditional approaches to value, namely, the **MARKET DATA APPROACH** and the **COST APPROACH** and using fully acceptable valuation techniques and principles. The **MARKET DATA APPROACH** shall be used mainly for the valuation of natural land. It is reached primarily on a comparison of the subject property with other similar land properties which have been sold recently, plus current asking prices and offers, thereby establishing a measure of market reaction to the subject property. In the process of comparison, adjustments are usually made on the actual sale prices of the properties to account for differences in the properties. Functional or economic divergences are considered, as well as location and physical variations, and adjustments made accordingly. The **COST APPROACH** shall be used for the valuation of all other properties including reclaimed areas. It requires, in addition to an estimate of the value of the subject by comparison with similar property, an estimate of the current cost to reproduce or replace the improvements and estimates of the extent to which the subject improvements have	

	depreciated. Estimates shall be based on reasonable determinants being used in the industry. **REPLACEMENT COST, NEW** shall be based on the cost of reproducing a new replica property as of appraisal date, based on current cost of construction materials and labor, including reasonable contractor's overhead, profit and fees and all other attendant cost associated with its acquisition and installation in place. **CARRYING VALUE/SOUND VALUE** shall be based upon the Replacement Cost, New, as defined, less an allowance for accumulated depreciation as evidenced by the observed condition in comparison with new or like kind with consideration of physical deterioration and functional and economic factors deemed relevant. 4.2 The appraisal service shall determine the physical existence, area/description, actual economic condition and inventory of all properties as reflected in the PPA Schedule of PPE. 4.3 The appraisal service shall likewise determine the assessed value of the land based from the records of the City/Municipality Assessor's Office and the BIR Zonal Value of all land properties appraised.	
5	**SPECIFICATION OF SERVICES** The work to be performed by the independent appraiser, shall be as follows: 5.1 Submit to the respective Port Manager/ASD Manager a work program to include schedule of activities per team. 5.1.1 In collaboration with respective PPA-PMO or HO-RC Manager, examine available property records to identify which are useful in the appraisal process. 5.2 For the valuation of land: 5.2.1 Conduct a personal inspection and undertake a thorough investigation and record of the utility, environment, market condition, sales and holding prices of similar land and supplemented by informed local opinions, records and judgement. 5.2.2 Secure the Assessed Value per square meter from the City/Municipal Assessor's Office; and 5.2.3 Secure the Zonal Value per square meter from the Bureau of Internal Revenue/BIR website.	

5.2.4 There shall be a separate valuation for the natural land and the reclaimed areas.

5.3 Valuation of other Port Properties Plant and Equipment

5.3.1 Undertake detailed inspection of the buildings, other land improvements, wharves, piers, breakwaters, causeways, roads and pavements, port operational area, back-up area, lighting facilities, to determine:

- Nature and extent of construction
- Quality and materials of construction
- Dimensions and configuration
- Physical condition

and for each location, investigate current cost of materials, machinery and equipment and contractor's practices.

5.3.2 As required by the COA/PFRS, parts and/or accessory/ies (particularly detached parts) shall have separate valuation, such as but not limited to the following:

- Fender Piles, Rubber Dock Fenders, Mooring Bollard, Mooring Cleat and Breasting Dolphins, which were formerly lumped with Wharves and Piers
- Lighted Buoy/Marker Buoy formerly lumped with Navigational Aids

5.4 Conduct physical inventory of the boats, transportation equipment/vehicles, machinery and equipment, to determine the following:

- Technical specification
- Details of installation
- Utility and condition of maintenance
- Physical condition

5.5 Conduct necessary research and gather basic price information and statistics to establish current prices for materials, labor, manufactured plant and equipment.

5.6 Using appropriate appraisal technique, price in detail the items as physically inventoried, giving due consideration to all elements of cost to arrive at an estimate of the Replacement Cost, New (CRN).

5.7 Guided by physical conditions as recorded during field inspection, adjust the Accumulated Depreciation to arrive at the individual Carrying Value (CV) or Sound Value (SV)

	of the property. The regulations of the Commission on Audit to observe 10% Residual Value shall be followed. 5.8 Exit Conference The Appraiser shall conduct an exit conference with the respective PMO/HO Counterpart Appraisal Committee to secure conformity on the Appraisal Report. 5.8.1 The completeness of the properties appraised as reflected in the final Appraisal Reports shall be confirmed by the Chairperson PMO/HO Counterpart Appraisal Committee and approved by the Port Manager/HO-DSD/ASD Manager. 5.8.2 The Appraisal Reports should bear their signatures before they are submitted by the Appraiser to the Office of the Assistant General Manager for Finance and Administration.	
6	**DELIVERY OF APPRAISAL REPORTS** 6.1 The Appraisal Report must be signed by a real property appraiser or valuer duly licensed by the Professional Regulation Commission (PRC) and registered with the Professional Regulatory Board of Real Estate Service (PRBRES) pursuant to Republic Act No. 9646. 6.2 The delivery period of the appraisal reports shall be on a per PMO basis on the following period: 6.2.1 Draft Appraisal Report – within thirty (30) calendar days after actual inspection. 6.2.2 Final Appraisal Report – within fifteen (15) working days after the HO/PMO's review and confirmation. 6.3 The Final Appraisal Reports duly signed by the Licensed Real Estate Appraiser and approved by the Port Manager shall be submitted to the Assistant General Manager for Finance and Administration in six (6) sets of 26 volumes per set (156 pieces) and electronic copies in pdf format, as follows: Volume I – Head Office (including the Supply/Attendant Boats, Motor Vehicles, and Computer Servers) Volume II – PMO NCR -South (Baseport, 2 Government Ports and 1 Private Port)	

	Volume III	PMO NCR – North (Baseport, 3 TMO/PTO and 9 Private Ports)	
	Volume IV	PMO Bataan/Aurora (Baseport and 8 TMO/PTO)	
	Volume V	PMO Northern Luzon (Baseport, Baseport Extension and 10 TMO/PTO)	
	Volume VI	PMO Batangas (Baseport, 8 TMO/PTO and 11 Government Port)	
	Volume VII	PMO Bicol (Baseport and 18 TMO/PTO and 1 Government Port)	
	Volume VIII	PMO Mindoro (Baseport and 11 TMO/PTO)	
	Volume IX	PMO Palawan (Baseport and 15 TMO/PTO)	
	Volume X	PMO Marinduque/Quezon (Baseport, 4 TMO/PTO and 20 Government/Municipal Ports)	
	Volume XI	PMO Masbate (Baseport and 7 TMO/PTO)	
	Volume XII	PMO Bohol (Baseport and 13 TMO/PTO)	
	Volume XIII	PMO Panay/Guimaras (2 Baseport and 19 TMO/PTO)	
	Volume XIV	PMO Eastern Leyte/Samar (Baseport and 30 TMO/PTO)	
	Volume XV	PMO Negros Oriental/Siquijor (Baseport and 8 TMO/PTO)	
	Volume XVI	PMO Negros Occ./Bacolod/Banago/Bredco (Baseport and 7 TMO/PTO)	
	Volume XVII	PMO Western Leyte/Biliran (Baseport, 12 TMO/PTO and 15 Government Ports)	
	Volume XVIII	PMO Misamis Oriental/Cag. De Oro (Baseport and 7 TMO/PTO)	
	Volume XIX	PMO Lanao del Norte/Iligan (Baseport, 2 TMO/PTO and 1 Government Port)	

	Volume XX	PMO Misamis Occ./Ozamis (Baseport, 3 TMO/PTO, 1 Government Port and 1 Private Port)	
	Volume XXI	PMO Agusan (Baseport and 2 TMO/PTO)	
	Volume XXII	PMO Surigao (Baseport, 15 TMO/PTO and 1Government Port))	
	Volume XXIII	PMO Davao (Baseport, 10 TMO/PTO and 3 Private Ports)	
	Volume XXIV	PMO SOCSARGEN (Baseport, 6 TMO/PTO and 1 Private Port)	
	Volume XXV	PMO Zamboanga (Baseport and 12 TMO/PTO)	
	Volume XXVI	PMO Zamboanga del Norte (Baseport and 4 TMO/PTO)	

6.4 Each volume shall be segregated by area such as Base Port and Port Terminal Office.

6.5 Materials and Bindings:

Cover	Thick Moroccan Board or better
Binder	Ring Binder
Pages	Book Paper Substance 20

6.6 Each volume shall include as attachment the following:

6.6.1 Location map/s indicating the land area and location of the buildings and other structures inside the port.

6.6.2 Picture of each building, structure, vehicles, heavy equipment, floating craft and others.

6.7 The Appraisal Reports shall include the following column headings:

6.7.1 Asset Description (to include the total area in square meters). For the land area, include also the applicable Assessed Value and BIR Zonal Value per square meter.

6.7.2 Asset Number per PPA Books

6.7.3 Acquisition Date

	6.7.4 Cost per PPA Books 6.7.5 Replacement Cost, New 6.7.6 Accumulated Depreciation as of June 30, 2026 6.7.7 Carrying Value/Sound Value as of June 30, 2026 6.7.8 Remaining Economic Life	
	All other provisions stated in the Terms of Reference not included herein	

TERMS OF REFERENCE
PROCUREMENT OF SERVICE PROVIDER
FOR CY 2026 RE-APPRAISAL OF PORT PROPERTY, PLANT AND EQUIPMENT (PPE)

1. BACKGROUND

The Authority shall engage the services of an independent appraiser to determine the current and fair market value of the fixed assets in the Financial Statements. The re-appraisal is conducted every five years in compliance with the Loan Covenant and existing COA regulations. The last re-appraisal of fixed assets was conducted in 2021.

2. GENERAL OBJECTIVES

The re-appraisal of fixed assets PPA-wide shall be conducted in CY 2026 with the following objectives:

1. To present the current and fair market value of the fixed assets in the Financial Statements.
2. To provide for a more realistic asset base which shall be the basis in determining a meaningful profitability ratio (Return on Assets or ROA) as a tool for managerial decisions.
3. To serve as basis for the rental rate adjustment program.
4. To serve as basis for determining the appropriate insurable value for property insurance.
5. To reflect in the financial statements the effect of revaluation of the foreign loan in relation to the current and fair market value of the related asset.
6. To serve as basis for disposition of fixed assets/properties.
7. To serve as basis in the evaluation of the necessary cost components which shall serve as an input in determining the adequate tariff that shall cover cost to deliver an efficient and effective port service.

3. PROJECT DESCRIPTION

3.1 The Project will involve the re-appraisal of the following fixed assets owned by the Authority to which the individual appraised value of the land and the Replacement Cost New, Accumulated Depreciation and Carrying/Sound Value as of June 30, 2026 of all other Property, Plant and Equipment (PPE) **except Office Furniture, Fixtures, Books and Office Equipment shall be determined:**

- 3.1.1 Land
- 3.1.2 Other Land Improvements
- 3.1.3 Buildings
- 3.1.4 Other Minor Structures
- 3.1.5 Port Facilities
- 3.1.6 Watercrafts
- 3.1.7 Land Transportation Equipment
- 3.1.8 Other Machineries and Equipment
- 3.1.9 Technical and Scientific Equipment
- 3.1.10 Information and Communication Technology Equipment
- 3.1.11 Construction/Port Equipment

3.2 The Project shall likewise include the determination of the individual Replacement Cost New, Accumulated Depreciation and Carrying Value/Sound Value as of June 30, 2026 of all buildings/structures constructed by the lessees on PPA leased lot whose Lease Contract expired or will expire in CY 2026. **A listing of these properties shall be provided by the PPA-PMO Counterpart Appraisal Committee. These properties shall be listed in the appraisal report separately.**

3.3 Actual inspection of the PPEs and confirmation of its physical existence, area/description and actual economic condition shall be conducted. All Schedules of PPEs as of December 31, 2025 shall be provided by the Treasury Department for reference.

4. APPROVED BUDGET FOR THE CONTRACT

PPA intends to apply the sum of Fifteen Million Pesos (PHP15,000,000.00) inclusive of 12% VAT, being the Approved Budget for the Contract (ABC).

5. ELIGIBLE BIDDERS

1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

2. The Bidder should have a Single Largest Completed Contract (SLCC) that is similar to the Project within the last ten years, the value of which must be at least equivalent to fifty percent (50%) of the ABC.

   A similar contract refers to any APPRAISAL SERVICES RELATED TO VALUATION OF LAND, OTHER LAND IMPROVEMENTS, BUILDINGS, OTHER MINOR STRUCTURES, OTHER MACHINERIES AND EQUIPMENT, TECHNICAL AND SCIENTIFIC EQUIPMENT, INFORMATION AND COMMUNICATION TECHNOLOGY EQUIPMENT, LAND TRASPORTATION EQUIPMENT, CONSTRUCTION/PORT EQUIPMENTS AND WATERCRAFTS.

6. SCOPE OF SERVICE & IMPLEMENTATION

6.1 The Appraiser's engagement shall be for a one (1) year period from receipt by the winning bidder of the Notice to Proceed (NTP). The properties owned by the PPA located in the following areas shall be appraised:

- 6.1.1 Head Office
- 6.1.2 Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Northern Luzon Area
- 6.1.3 Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Southern Luzon Area
- 6.1.4 Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Visayas Area
- 6.1.5 Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Southern Mindanao Area
- 6.1.6 Port Management Offices (PMOs) / Terminal Management Offices (TMOs) / Port Terminals within Northern Mindanao Area

6.2 The timeline of activities for the re-appraisal of fixed assets PPA-wide is attached as Annex A.

7. APPRAISAL TEAM COMPOSITION AND QUALIFICATION REQUIREMENTS

7.1 One (1) Team leader / Lead Appraiser

- Must be a licensed Real Estate Appraiser (PRC)
- At least 5-10 years of relevant experience
- Extensive experience in:
  - Government appraisal projects
  - Land and Building valuation
- Responsible for:
  - Final review and signing of reports
  - Project management and coordination

7.2 One (1) Senior Appraiser

- Licensed Real Estate Appraiser
- At least 3-5 years of experience
- Supports review and validation of reports

7.3 Minimum of Four to Six (4-6) Field Appraisers

- Licensed Appraiser or Graduate of Real Estate, Engineering or related field
- At least 1-3 years of experience
- Responsible for:
    - Site inspection
    - Data gathering
    - Preparation of field reports

7.4 Technical Support Staff

- Documentation Staff
- Data Encoder/Analyst
- Responsible for:
    - Document management
    - Data processing and report preparation

7.5 Technical Specialists (as needed)

- Civil/Structural Engineer
- Geodetic Engineer
- Other specialists depending on project requirements

8. APPRAISAL PROCEDURE AND METHODOLOGY

8.1 The Appraisal shall be performed applying the two traditional approaches to value, namely, the **MARKET DATA APPROACH** and the **COST APPROACH** and using fully acceptable valuation techniques and principles.

The **MARKET DATA APPROACH** shall be used mainly for the valuation of natural land. It is reached primarily on a comparison of the subject property with other similar land properties which have been sold recently, plus current asking prices and offers, thereby establishing a measure of market reaction to the subject property. In the process of comparison, adjustments are usually made on the actual sale prices of the properties to account for differences in the properties. Functional or economic divergences are considered, as well as location and physical variations, and adjustments made accordingly.

The **COST APPROACH** shall be used for the valuation of all other properties including reclaimed areas. It requires, in addition to an estimate of the value of the subject by comparison with similar property, an estimate of the current cost to reproduce or replace the improvements and estimates of the extent to which the subject improvements have depreciated. Estimates shall be based on reasonable determinants being used in the industry.

REPLACEMENT COST, NEW shall be based on the cost of reproducing a new replica property as of appraisal date, based on current cost of construction materials and labor, including reasonable contractor's overhead, profit and fees and all other attendant cost associated with its acquisition and installation in place.

CARRYING VALUE/SOUND VALUE shall be based upon the Replacement Cost, New, as defined, less an allowance for accumulated depreciation as evidenced by the observed condition in comparison with new or like kind with consideration of physical deterioration and functional and economic factors deemed relevant.

8.2 The appraisal service shall determine the physical existence, area/description, actual economic condition and inventory of all properties as reflected in the PPA Schedule of PPE.

8.3 The appraisal service shall likewise determine the assessed value of the land based from the records of the City/Municipality Assessor's Office and the BIR Zonal Value of all land properties appraised.

9. SPECIFICATION OF SERVICES

The work to be performed by the independent appraiser, shall be as follows:

9.1 Submit to the respective Port Manager/ASD Manager a work program to include schedule of activities per team.

9.1.1 In collaboration with respective PPA-PMO or HO-RC Manager, examine available property records to identify which are useful in the appraisal process.

9.2 For the valuation of land:

9.2.1 Conduct a personal inspection and undertake a thorough investigation and record of the utility, environment, market condition, sales and holding prices of similar land and supplemented by informed local opinions, records and judgement.

9.2.2 Secure the Assessed Value per square meter from the City/Municipal Assessor's Office; and

9.2.3 Secure the Zonal Value per square meter from the Bureau of Internal Revenue/BIR website.

9.2.4 There shall be a separate valuation for the natural land and the reclaimed areas.

9.3 Valuation of other Port Properties Plant and Equipment

9.3.1 Undertake detailed inspection of the buildings, other land improvements, wharves, piers, breakwaters, causeways, roads and pavements, port operational area, back-up area, lighting facilities, to determine:

- Nature and extent of construction
- Quality and materials of construction
- Dimensions and configuration
- Physical condition

and for each location, investigate current cost of materials, machinery and equipment and contractor's practices.

9.3.2 As required by the COA/PFRS, parts and/or accessory/ies (particularly detached parts) shall have separate valuation, such as but not limited to the following:

- Fender Piles, Rubber Dock Fenders, Mooring Bollard, Mooring Cleat and Breasting Dolphins, which were formerly lumped with Wharves and Piers
- Lighted Buoy/Marker Buoy formerly lumped with Navigational Aids

9.4 Conduct physical inventory of the boats, transportation equipment/vehicles, machinery and equipment, to determine the following:

- Technical specification
- Details of installation
- Utility and condition of maintenance
- Physical condition

9.5 Conduct necessary research and gather basic price information and statistics to establish current prices for materials, labor, manufactured plant and equipment.

9.6 Using appropriate appraisal technique, price in detail the items as physically inventoried, giving due consideration to all elements of cost to arrive at an estimate of the Replacement Cost, New (CRN).

9.7 Guided by physical conditions as recorded during field inspection, adjust the Accumulated Depreciation to arrive at the individual Carrying Value (CV) or Sound Value (SV) of the property. The regulations of the Commission on Audit to observe 10% Residual Value shall be followed.

9.8 Exit Conference

The Appraiser shall conduct an exit conference with the respective PMO/HO Counterpart Appraisal Committee to secure conformity on the Appraisal Report.

9.8.1 The completeness of the properties appraised as reflected in the final Appraisal Reports shall be confirmed by the Chairperson PMO/HO Counterpart Appraisal Committee and approved by the Port Manager/HO-DSD/ASD Manager.

9.8.2 The Appraisal Reports should bear their signatures before they are submitted by the Appraiser to the Office of the Assistant General Manager for Finance and Administration.

10. DELIVERY OF APPRAISAL REPORTS

10.1. The Appraisal Report must be signed by a real property appraiser or valuer duly licensed by the Professional Regulation Commission (PRC) and registered with the Professional Regulatory Board of Real Estate Service (PRBRES) pursuant to Republic Act No. 9646.

10.2 The delivery period of the appraisal reports shall be on a per PMO basis on the following period:

10.2.1. Draft Appraisal Report – within thirty (30) calendar days after actual inspection.

10.2.2. Final Appraisal Report – within fifteen (15) working days after the HO/PMO's review and confirmation.

10.3. The Final Appraisal Reports duly signed by the Licensed Real Estate Appraiser and approved by the Port Manager shall be submitted to the Assistant General Manager for Finance and Administration in six (6) sets of 26 volumes per set (156 pieces) and electronic copies in pdf format, as follows:

Volume I	Head Office (including the Supply/Attendant Boats, Motor Vehicles, and Computer Servers)
Volume II	PMO NCR -South (Baseport, 2 Government Ports and 1 Private Port)
Volume III	PMO NCR – North (Baseport, 3 TMO/PTO and 9 Private Ports)
Volume IV	PMO Bataan/Aurora (Baseport and 8 TMO/PTO)
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Volume VII	PMO Bicol (Baseport and 18 TMO/PTO and 1 Government Port)
Volume VIII	PMO Mindoro (Baseport and 11 TMO/PTO)
Volume IX	PMO Palawan (Baseport and 15 TMO/PTO)
Volume X	PMO Marinduque/Quezon (Baseport, 4 TMO/PTO and 20 Government/Municipal Ports)
Volume XI	PMO Masbate (Baseport and 7 TMO/PTO)
Volume XII	PMO Bohol (Baseport and 13 TMO/PTO)
Volume XIII	PMO Panay/Guimaras (2 Baseport and 19 TMO/PTO)
Volume XIV	PMO Eastern Leyte/Samar (Baseport and 30 TMO/PTO)
Volume XV	PMO Negros Oriental/Siquijor (Baseport and 8 TMO/PTO)

Volume XVI	PMO Negros Occ./Bacolod/Banago/Bredco (Baseport and 7 TMO/PTO)
Volume XVII	PMO Western Leyte/Biliran (Baseport, 12 TMO/PTO and 15 Government Ports)
Volume XVIII	PMO Misamis Oriental/Cag. De Oro (Baseport and 7 TMO/PTO)
Volume XIX	PMO Lanao del Norte/Iligan (Baseport, 2 TMO/PTO and 1 Government Port)
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Volume XXII	PMO Surigao (Baseport, 15 TMO/PTO and 1Government Port))
Volume XXIII	PMO Davao (Baseport, 10 TMO/PTO and 3 Private Ports)
Volume XXIV	PMO SOCSARGEN (Baseport, 6 TMO/PTO and 1 Private Port)
Volume XXV	PMO Zamboanga (Baseport and 12 TMO/PTO)
Volume XXVI	PMO Zamboanga del Norte (Baseport and 4 TMO/PTO)

10.4. Each volume shall be segregated by area such as Base Port and Port Terminal Office.

10.5. Materials and Bindings:

Cover	Thick Moroccan Board or better
Binder	Ring Binder
Pages	Book Paper Substance 20

10.6. Each volume shall include as attachment the following:

10.6.1. Location map/s indicating the land area and location of the buildings and other structures inside the port.

10.6.2. Picture of each building, structure, vehicles, heavy equipment, floating craft and others.

10.7. The Appraisal Reports shall include the following column headings:

10.7.1. Asset Description (to include the total area in square meters). For the land area, include also the applicable Assessed Value and BIR Zonal Value per square meter.

10.7.2. Asset Number per PPA Books

10.7.3. Acquisition Date

10.7.4. Cost per PPA Books

10.7.5. Replacement Cost, New

10.7.6. Accumulated Depreciation as of June 30, 2026

10.7.7. Carrying Value/Sound Value as of June 30, 2026

10.7.8. Remaining Economic Life

11. PAYMENT

11.1 Total Bid Price shall include among others, the transportation fare, food and hotel accommodations, Professional Fees, other contingencies and 12% Value Added Tax.

11.2 The Contract Price shall be subject to Expanded Withholding Tax and Final Withholding Tax on VAT.

11.3 Progress billing is allowed based on the Appraisal Reports submitted and signed in accordance with Section 10.2 above. The computation of the progress billing shall be:

Total Contract Price
÷ 26 Volumes
x Actual Number of Volumes submitted
= Progress Billing

EMERINA R. BILLONES
Manager, Treasury Department

Annex A

PHILIPPINE PORTS AUTHORITY

Schedule of CY 2026 Re-Appraisal of PPE for the Period 2026-2027

Timeline		Head Office, Northern Luzon Cluster 4 PMOs, 29 TMOs	Southern Luzon Cluster 6 PMOs, 101 TMOs	Visayas Cluster 6 PMOs, 111 TMOs	Southern Mindanao Cluster 4 PMOs, 21 TMOs	Northern Mindanao Cluster 5 PMOs, 57 TMOs
Month 1	1-15	Initiation and Review Site Inspection				
	16-30					
Month 2	1-15	Research and Data Analysis Submission of Draft Appraisal				
	16-30					
Month 3	1-15	HO/PMO Review, Evaluation and Confirmation	Initiation and Review Site Inspection			
	16-30	Exit Conference and Submission of Final Appraisal				
Month 4	1-15					
	16-30					
Month 5	1-15		Research and Data Analysis Submission of Draft Appraisal	Initiation and Review Site Inspection		
	16-30					
Month 6	1-15		PMO Review, Evaluation and Confirmation			
	16-30		Exit Conference and Submission of Final Appraisal			
Month 7	1-15					
	16-30					
Month 8	1-15			Research and Data Analysis Submission of Draft Appraisal	Initiation and Review Site Inspection	
	16-30					
Month 9	1-15			PMO Review, Evaluation and Confirmation	Research and Data Analysis Submission of Draft Appraisal	Initiation and Review Site Inspection
	16-30			Exit Conference and Submission of Final Appraisal		
Month 10	1-15				PMO Review, Evaluation and Confirmation	Research and Data Analysis Submission of Draft Appraisal
	16-30				Exit Conference and Submission of Final Appraisal	
Month 11	1-15					PMO Review, Evaluation and Confirmation
	16-30					Exit Conference and Submission of Final Appraisal
Month 12	1-15					
	16-30					

POST ENGAGEMENT

1. Valuation Support Services-ongoing help related to valuation
2. Report Clarification/Review Support-provide clarifications

Section VIII. Philippine Bidding Document Related Forms

Bid Form for Procurement of Goods

[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM

Project Identification No.: *[Insert number]*

To: [Name of Procuring Entity]

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project [Project Title];

b) Select one, delete the other

- I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
- I/We offer to execute the Works for this Contract in accordance with the PBD;

c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*

d) The discounts offered and the methodology for their application, if any, are: *[insert information];* or indicate N/A if no discount offered]

e) The total bid price in words and figures, after applying the applicable discount, includes the cost of all taxes, such as, but not limited to *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized in the *[Select one, delete the other:* the Price Schedules/ Detailed Estimates].

f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;

g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon the Bidder.

I/We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

I/We certify/confirm that we comply with the eligibility requirements pursuant to the PBD.

The undersigned is authorized to submit the bid on behalf of [Name of the Bidder] as evidenced by the attached [State the Written Authority].

I/We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

Price Schedule for Goods

Name of Bidder _____. Project ID No. _____. Page _ of _____

Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of the Procurement Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of:_____

Price Schedule for Goods

Name of Bidder _____. Project ID No. _____. Page _ of _____

Pricing Details for Goods Offered from Abroad

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of a specific Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of:_____

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the _____ day of _____ 20_____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency],* hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

    a. Philippine Bidding Document (PBD); *[Select one, delete the others]*

    - *For Procurement of Goods*

        i. Invitation to Bid;
        ii. Instruction to Bidders;
        iii. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
        iv. Bid Data Sheet;
        v. Schedule of Requirements;
        vi. Technical Specifications;
        vii. General and Special Conditions of Contract;
        viii. Supplemental Bid Bulletins, if any; and

ix. Other contract documents that may be required by existing laws and/or the Entity.

- *For Procurement of Infrastructure Projects*

i. Drawings/Plans;
ii. Specifications;/Scope of Work;
iii. Bill of Quantities;
iv. General and Special Conditions of Contract; and
v. Supplemental Bid Bulletins, if any;

- *For Procurement of Consulting Services*

i. General and Special Conditions of Contract;
ii. Terms of Reference;
iii. Request for Expression of Interest;
iv. Instructions to Bidders;
v. Bid Data Sheet;
vi. Addenda and/or Supplemental/Bid Bulletins, if any;
vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
viii. Eligibility requirements, documents and/or statements;
ix. Performance Security;
x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
xi. Other contract documents that may be required by existing laws and/or the Entity.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of *[Contract Price in words and figures],* or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the

applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Procuring Entity	*For the Bidder*
Head of the Procuring Entity or Duly Authorized Representative	Duly authorized to sign the Contract for and behalf of *[Bidders Name]*:
[Signature over Printed Name] *[Position/Designation]* *[Date]*	*[Signature over Printed Name]* *[Position/Designation]* *[Date]*

Signed in the presence of:

[Name and Signature] *Witness – Procuring Entity*	*[Name and Signature]* *Witness- Supplier*

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of ____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

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

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and with residence at [*Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the others:*

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

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

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2. ***Select one, delete the others:***

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

   - *If partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the others:*

   - *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8. *[Name of Bidder]* complies with existing labor laws and standards; and

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

    a) Carefully examine all of the Bidding Documents;

    b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

    c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

    d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.

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

11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

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

Bid Securing Declaration Form

[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]

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

BID SECURING DECLARATION

Project Identification No.: *[Number]*

To: *[Insert name of the Procuring Entity]*

I/We, the undersigned, declare that:

1) I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration;

   [Insert paragraph for Unsolicited Offer with Bid Matching]

   I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

2) Select one, delete the other:

   - I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c),of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

   (For Unsolicited Offer with Bid Matching)

   - I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense without prejudice to other legal action the government may undertake.

3) I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

[Insert this paragraph for Unsolicited Offer with Bid Matching]

b) Upon contract award and the LCCRB is not the original offeror; or

c) I am/we are declared the bidder with the *[Insert Award Criterion[1]]* and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month] [year]* at *[place of execution].*

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

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

NET FINANCIAL CONTRACTING CAPACITY (NFFC) COMPUTATION

A. The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid

NFCC = Php _____

K = 15

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

_____
Name of Supplier/Distributor/Manufacturer

_____
Signature of Authorized Representative

STATEMENT OF THE BIDDER'S ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

This is to certify that _____ has the following ongoing government and private contracts, including contracts awarded but not yet started:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS/ SERVICES DELIVERED	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	DATE OF DELIVERY

*PROOF OF CONTRACT TO BE PRESENTED AT POST-QUALIFICATION.

_____
Name and Signature of Authorized Representative

_____
Date

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ has completed the following:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS	AMOUNT OF COMPLETED CONTRACT/S	DATE OF DELIVERY	END USER'S ACCEPTANCE OR OFFICIAL RECEIPT(S) OR SALES INVOICE ISSUED FOR THE CONTRACT*

*TO BE ATTACHED TO THE STATEMENT

_____
Name and Signature of Authorized Representative

_____
Date