PHILIPPINE PORTS AUTHORITY

PROCUREMENT OF GENERAL SUPPORT SERVICES FOR PPA PORT MANAGEMENT OFFICES AND PROJECTS (LUZON CLUSTER)

BID DOCS
BAC-PGCS-096-2021

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations 3
Section I. Invitation to Bid 6
Section II. Instructions to Bidders 9
1. Scope of Bid 10
2. Funding Information 10
3. Bidding Requirements 10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 10
5. Eligible Bidders 10
6. Origin of Goods 11
7. Subcontracts 11
8. Pre-Bid Conference 11
9. Clarification and Amendment of Bidding Documents 11
10. Documents comprising the Bid: Eligibility and Technical Components 11
11. Documents comprising the Bid: Financial Component 12
12. Bid Prices 12
13. Bid and Payment Currencies 13
14. Bid Security 13
15. Sealing and Marking of Bids 13
16. Deadline for Submission of Bids 14
17. Opening and Preliminary Examination of Bids 14
18. Domestic Preference 14
19. Detailed Evaluation and Comparison of Bids 14
20. Post-Qualification 15
21. Signing of the Contract 15
Section III. Bid Data Sheet 16
Section IV. General Conditions of Contract 18
1. Scope of Contract 19
2. Advance Payment and Terms of Payment 19
3. Performance Security 19
4. Inspection and Tests 19
5. Warranty 20
6. Liability of the Supplier 20
Section V. Special Conditions of Contract 21
Section VI. Schedule of Requirements 25
Section VII. Technical Specifications 26
Section VIII. Checklist of Technical and Financial Documents 33
Section IX. Bidding Forms 36

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

PHILIPPINE PORTS AUTHORITY

INVITATION TO BID

FOR THE PROCUREMENT OF GENERAL SUPPORT SERVICES FOR PPA PORT MANAGEMENT OFFICES AND PROJECTS (LUZON CLUSTER)

The Philippine Ports Authority, through the Corporate Budget of the Authority for CY 2021, intends to apply the sum of **P78,466,768.63** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of General Support Services for PPA Port Management Offices and Projects (Luzon Cluster) (BAC PGCS-096-2021). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority now invites bids for the above Procurement Project. Completion of the services is required for a period of One (1) year from receipt by the winning bidder of the Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

Prospective Bidders may obtain further information from the Philippine Ports Authority Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m., Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **06 August 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifty Thousand (P50,000.00) Pesos.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The Philippine Ports Authority's Bids and Awards Committee will hold a Pre-Bid Conference on **17 August 2021 at 10:30 a.m.** at the PPA Function Room, 7th Floor, PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, and/or through video conferencing or webcasting via zoom, which shall be open to all prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **31 August 2021 at 9:00 a.m.** Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

A. Bonifacio Drive, South Harbor, Port Area, Manila 1018 Philippines
P.O. Box 436 Manila, Philippines
Tel. No. (+632) 527-8356 to 83 Fax No. (+632) 527-4855
website: www.ppa.com.ph

Bid opening shall be on **31 August 2021 at 10:00 a.m.** at the 7th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Philippine Ports Authority reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

BAC Secretariat, Philippine Ports Authority
5th Floor, PPA Bldg., A. Bonifacio Drive,
South Harbor, Port Area, Manila
Telephone Nos. 8 527-47-35
8 527-83-56 to 83 loc. 539
PPA Website: www.ppa.com.ph
PhilGEPS Website: www.philgeps.gov.ph

MARK JON S. PALOMAR
Chairperson, PPA Head Office Bids and Awards
Committee for the Procurement of Goods and
Consultancy Services (HO-BAC-PGCS)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PHILIPPINE PORTS AUTHORITY wishes to receive Bids for the Procurement of General Support Services for PPA Port Management Offices and Projects (Luzon Cluster) with identification number BAC-PGCS-096-2021.

The Procurement Project (referred to herein as "Project") is composed of a single lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Philippine Ports Authority through its corporate budget for the Calendar Year (CY) 2021 in the amount of SEVENTY EIGHT MILLION FOUR HUNDRED SIXTY SIX THOUSAND SEVEN HUNDRED SIXTY EIGHT PESOS AND 63/100 (Php78,466,768.63).

2.2. The source of funding is the Corporate Budget of the PHILIPPINE PORTS AUTHORITY.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

5.2 Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1 The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at the PPA Function Room, 7th Floor, PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for One Hundred Twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each bidder shall submit one copy of the first and second components of the Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Contract for the Procurement of General Support Services. b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP *[Manila]* or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than One Million Five Hundred Sixty Nine Thousand Three Hundred Thirty Five Pesos and 37/100 (Php1,569,335.37), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Three Million Nine Hundred Twenty Three Thousand Three Hundred Thirty Eight Pesos and 43/100 (Php3,923,338.43) if bid security is in Surety Bond.
15	Each Bidder shall submit **ONE (1) original and SIX (6) copies** of its Technical and Financial Components of its Bid in two (2) separate sealed bid envelopes, which should be submitted simultaneously. Each of the bid documents should be individually sealed. All bid documents shall be book-bound with hard cover and properly labelled with index tabs. Failure to comply with the said requirements is a ground for automatic disqualification of the bidder.
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.1	No additional requirements.
21.1	No additional requirements.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (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.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the 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 [*indicate place of destination*]. In accordance with INCOTERMS." *For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate 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). For purposes of this Clause the Procuring Entity's Representatives at the Project Sites are Philippine Ports Authority-Head Office, Manila and the Port Management Offices within the Luzon Cluster. **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. Provision of four (4) sets of office uniform, the specifications of which are provided under Annex "B" of the Terms of Reference and shall be delivered sixty (60) days from receipt of the Notice to Proceed; b. Provision of Identification Cards (radio-frequency identification) in the designed agreed upon by the parties; c. Provision for janitorial materials and supplies to be used in the rendition of services in accordance with Annex C of the Terms of Reference; d. Provision or pay for the HMO Health Insurance Premiums for general support personnel to be deployed; e. Assign on-site Supervisor/Coordinator to act as its admin and address all personnel concerns assigned in PPA;

	f. Subjecting the general support personnel to be deployed to medical examinations and psychological evaluation and providing PPA with corresponding examination and evaluation results; and g. Provision of at least one (1) Seminar/Training interventions focusing on the learning and development of the personnel. 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 –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. 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 title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	PPA shall pay the Contractor the Monthly Billing Rates stipulated in the Contract, subject to existing government auditing and accounting rules and regulations. For and in consideration of the services rendered by support personnel deployed by the

	Contractor, payment shall be made upon presentation of its semi-monthly personnel payment and affidavit or sworn certification that it has paid the salaries, benefits and premium of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to Pag-Ibig, SSS, Philhealth, ECC, etc. as well as the withholding of taxes to BIR.
4	Not applicable.

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	Quantity	Total	Delivered, Weeks/Months
	Procurement of General Support Services for PPA Port Management Offices and Projects (Luzon Cluster)			For a period of One (1) year from receipt of the Notice to Proceed

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid

		evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	Procurement of General Support Services for PPA Port Management Offices and Projects (Luzon Cluster) for a period of One (1) year from receipt of the Notice to Proceed.	
	Pursuant to the terms and conditions of the Contract granted by the PPA, the winning manpower service contractor shall provide all general support positions required, as listed in ANNEX A of the Terms of Reference. It is emphasized that the list contains some vacant positions for future additional requirements that may arise within the Contract period. Hiring and deployment of personnel to specific sites//workstation shall be based on the actual need of RC Head concerned as required in the actual implementation of the projects or commitments to be undertaken.	
	Should there be any law passed increasing the minimum wage or requiring additional compensation in any form, the agreed consideration shall be automatically adjusted. As such additional compensation as mandated by law or adjusted by PPA (Gratuity Pay, Hazard Pay, etc.) are reimbursable to PPA without additional charge and shall be subject to existing government and auditing and accounting rules and regulations.	
	The Contractor shall agree to provide four (4) sets of office uniform *(specifications attached as Annex B)* to general support personnel to be deployed under the Contract, which shall be delivered sixty (60) days upon receipt of Notice to Proceed (NTP).	
	The Contractor shall agree to provide identification cards (radio-frequency identification) in the design agreed upon by the parties at no additional cost to PPA.	
	The Contractor shall agree to provide all janitorial materials and supplies to be used in the rendition of service at no additional cost to PPA in accordance with	

	Annex C of the Terms of Reference.	
	The Contractor shall agree to increase or decrease the number of general support personnel to be deployed under the Contract, subject to actual manpower support requirements of PPA during the effectivity of the Contract, provided that increase shall not exceed ten percent (10%) of the original contract price.	
	The Contractor shall assume all accountabilities over all support personnel that shall be provided and deployed in various PPA Responsibility Centers and Projects under Contract.	
	The Contractor shall ensure that all general support personnel provided are physically fit, possessing agility and alertness, to deliver the duties and responsibilities of assigned position.	
	The Contractor shall ensure the physical and psychological fitness of general support personnel by subjecting said personnel to medical examinations and psychological evaluation and providing PPA with corresponding examination and evaluation results. In addition to medical examinations, the Contractor shall provide COVID-19 test kits upon request which shall be charged to PPA, subject to existing government auditing rules and regulations. The Contractor shall agree to provide or pay for the HMO Health Insurance premiums for their employees.	
	PPA reserves the right to reject any general support personnel who shall be found unqualified and unfit to cope with PPA job requirements based on the personnel qualification credentials to be submitted by the Contractor and the initial screening to be conducted by PPA HO/PMO.	
	The Contractor shall exercise administrative supervision over said support personnel provided, including the imposing of the wearing of office uniform or proper attire during office hours, observance of proper office decorum and monitoring of attendance, absences and tardiness. PPA may oversee the functions and activities of support personnel on the matters regarding their assignments.	

The Contractor shall assign on-site Supervisor/ Coordinator (at no cost to PPA) to act as its admin and address all personnel concerns assigned in PPA.

The Contractor fully guarantees the capabilities and competence of general support personnel to be assigned in PPA RCs and agrees to any personnel changes that the Authority shall require in case the individual work performance of respective support personnel concerned fail below project/work activity expectations.

The Contractor shall submit to the Human Resource Management Department (HRMD) summary and electronic copy of consolidated Performance Evaluation of all personnel assigned in PPA to be conducted/submitted during the following periods:

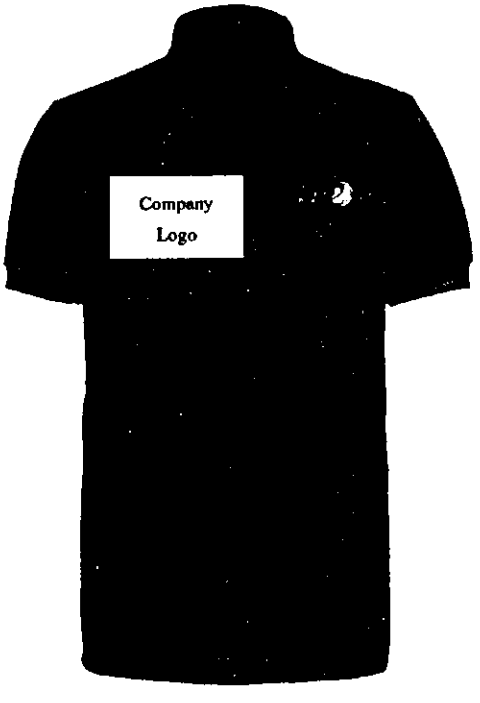
Period (semi-annual)	**Rater**	**Conduct of Evaluation**	**Submission to HRMD**
1st month to 6th month	Immediate Supervisor	the week after the 6th month	15th of the following month after the 6th month
7th month to 12th month	Immediate Supervisor	the week after the 12th month	15th of the following month after the 12th month

Based on the result of the Performance Evaluation, PPA may opt to recommend pre-termination or non-renewal of contract of the personnel assigned to PPA HO/PMO RCs.

The personnel to be assigned to the PPA shall render work for eight (8) hours a day for five (5) or six (6) days to be determined based on the actual requirement of the office/RC, and in case the need arises, said personnel may be required to render service beyond the eight (8) hour period for a minimum of two (2) hours and maximum of four (4) hours on Weekdays and a maximum of eight (8) hours during holidays or rest days, in a month. The payment of such overtime work shall be paid in accordance with the applicable government rules and regulations.

The Contractor shall advance traveling and overtime expenses incurred by outsourced personnel needed in the performance of their duties. Reimbursement of travel and

	overtime expenses shall be subject to submission of complete documents pursuant to existing PPA policies.	
	The Contractor shall provide at least one (1) Seminar/Training interventions focusing on the learning and development of the personnel at no cost to PPA.	
	The Contractor shall provide the Human Resource Management Department (HRMD) the following: a. Monthly Plantilla of Personnel in excel format to be submitted thru e-mail every 5th of the following month *(format will be given during contract implementation)* b. e-201 file of employees containing the following scanned copies (one folder per personnel): i. Resume/Personal Data Sheet ii. 1 x 1 photo iii. Birth Certificate iv. Transcript of Records and/or Diploma v. Certificate of Employment/Clearance (form previous employer) vi. NBI Clearance vii. Medical Results (X-ray, CBC, Urinalysis, Fecalysis and Drug Test)	
	Manpower support personnel deployed in PPA shall not be considered organic PPA personnel, neither will their assignment establish an employee-employer relationship with PPA, nor be considered as valid service in the government.	
	The Contractor shall agree that their performance will be evaluated semi-annually if the provision on their Terms of Reference (TOR) are fully complied. ➢ On the THIRD (3rd) month of the contract ➢ On the NINTH (9th) month of the contract	
	UNIFORM SPECIFICATIONS	
	Four (4) sets of office uniform with the following specifications: **<u>POLO SHIRT:</u>** CVC (60% Cotton, 40% Poly) Double pique Reactive dyed for better color fastness	

	Dyed to match tow button placket with quarter inch reinforce box Dyed to match cotton tape on neck and slide slit 1 x 1 neck rib and cuffs **COLORS:** (1) White (1) Black (1) Blue (1) Red **DESIGN:**  	
	All other provisions stated in the Terms of Reference not indicated herein.	

TERMS OF REFERENCE (TOR)

PROCUREMENT OF GENERAL SUPPORT SERVICES FOR PPA PORT MANAGEMENT OFFICES AND PROJECTS (LUZON CLUSTER)

INTRODUCTION

In compliance with the CS C, DBM and COA Joint Circular No. 1, s. 2017, dated June 1, 2017, otherwise known as the Rules and Regulations Governing Contract of Service and Job Order Workers in the Government, thereby authorizing Government agencies to enter into service contracts with other government entities, private firms or individuals, non-government organizations for services related or incidental to their respective functions and operations, whether on part-time or full-time, and in order to augment the manpower complement for priority programs activities and projects, PPA will enter into an Institutional Contract of Service for the allowable general support services positions thru manpower service provider.

The development, design, and implementation of PPA port projects, maintenance activities and general administrative office requirements require substantial manpower augmentation which cannot be provided by existing regular PPA personnel. It is in this light that PPA seeks to enter into an outsourcing agreement with a private entity for the supply and provision of competent general support services required by the PPA Responsibility Centers and projects, through competitive bidding in accordance with provisions of R.A. No. 9184 and its Implementing Rules and Regulations (IRR).

OBJECTIVES

1. To ensure unhampered operations and frontline services while processing the filling up of regular vacant positions; *and*
2. To help the country in the generation of employment opportunities.

OBLIGATIONS AND RESPONSIBILITIES

1. Pursuant to the terms and conditions of the Contract granted by the PPA, the winning manpower service contractor shall provide all general support positions required, as listed in ANNEX A. It is emphasized that the list contains some vacant positions for future additional requirements that may arise within the Contract period. Hiring and deployment of personnel to specific sites/workstation shall be based on the actual need of RC Head concerned as required in the actual implementation of the projects or commitments to be undertaken.

2. After determining the lowest and responsive bidder in the competitive bidding to be conducted for this purpose, PPA shall award to the winning manpower service provider/contractor, the Contract for the Procurement of General Support Services thru Manpower Service Provider for a period of one (1) year from receipt of the Notice to Proceed.

3. PPA shall allocate the total amount of **SEVENTY EIGHT MILLION FOUR HUNDRED SIXTY SIX THOUSAND SEVEN HUNDRED SIXTY EIGHT PESOS AND 63/100 (Php. 78,466,768.63)** as the Approved Budget for the Contract (ABC).

4. PPA shall pay the Contractor the Monthly Billing Rates stipulated in the said Contract, subject to existing government auditing and accounting rules and regulations. For and in consideration of the services rendered by support personnel deployed by the Contractor, payment shall be made upon presentation of its semi-monthly personnel payment and affidavit or sworn certification that it has paid the salaries, benefits and premium of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to Pag-Ibig, SSS, Philhealth, ECC, etc. as well as the withholding of taxes to BIR.

5. Should there be any law passed increasing the minimum wage or requiring additional compensation in any form, the agreed consideration shall be automatically adjusted. As such additional compensation as mandated by law or requested by PPA (Gratuity Pay, Hazard Pay etc.) are reimbursable to PPA without additional charge and shall be subject to existing government auditing and accounting rules and regulations.

6. The Contractor shall agree to provide four (4) sets of office uniform *(specifications attached as Annex B)* to general support personnel to be deployed under the Contract, which shall be delivered sixty (60) days upon receipt of Notice to Proceed (NTP).

7. The Contractor shall agree to provide identification cards (radio-frequency identification) in the design agreed upon by the parties at no additional cost to PPA.

8. The Contractor shall agree to provide all janitorial materials and supplies to be used in the rendition of service at no additional cost to PPA in accordance with Annex C hereof.

9. The Contractor shall agree to increase or decrease the number of general support personnel to be deployed under the Contract, subject to actual manpower support requirements of PPA during the effectivity of the Contract, provided that increase shall not exceed ten percent (10%) of the original contract price.

10. The Contractor shall assume all accountabilities over all support personnel that shall be provided and deployed in various PPA Responsibility Centers and Projects under Contract.

11. The Contractor shall ensure that all general support personnel provided are physically fit, possessing agility and alertness, to deliver the duties and responsibilities of assigned position.

12. The Contractor shall ensure the physical and psychological fitness of general support personnel by subjecting said personnel to medical examinations and psychological evaluation and providing PPA with corresponding examination and evaluation results.

    In addition to medical examinations, the Contractor shall provide COVID-19 test kits upon request which shall be charged to PPA, subject to existing government auditing rules and regulations.

The Contractor shall agree to provide or pay for the HMO Health Insurance premiums for their employees.

13. PPA reserves the right to reject any general support personnel who shall be found unqualified and unfit to cope with PPA job requirements based on the personnel qualification credentials to be submitted by the Contractor and the initial screening to be conducted by PPA HO/PMO.

14. The Contractor shall exercise administrative supervision over said support personnel provided, including the imposing of the wearing of office uniform or proper attire during office hours, observance of proper office decorum and monitoring of attendance, absences and tardiness. PPA may oversee the functions and activities of support personnel on the matters regarding their assignments.

15. The Contractor shall assign on-site Supervisor/Coordinator (at no cost to PPA) to act as its admin and address all personnel concerns assigned in PPA.

16. The Contractor fully guarantees the capabilities and competence of general support personnel to be assigned in PPA RCs and agrees to any personnel changes that the Authority shall require in case the individual work performance of respective support personnel concerned fail below project/work activity expectations.

17. The Contractor shall submit to the Human Resource Management Department (HRMD) summary and electronic copy of consolidated Performance Evaluation of all personnel assigned in PPA to be conducted/submitted during the following periods:

Period (semi-annual)	Rater	Conduct of Evaluation	Submission to HRMD
1st month to 6th month	Immediate Supervisor	the week after the 6th month	15th of the following month after the 6th month
7th month to 12th month	Immediate Supervisor	the week after the 12th month	15th of the following month after the 12th month

18. Based on the result of the Performance Evaluation, PPA may opt to recommend pre-termination or non-renewal of contract of the personnel assigned to PPA HO/PMO RCs.

19. The personnel to be assigned to the PPA shall render work for eight (8) hours a day for five (5) or six (6) days to be determined based on the actual requirement of the office/RC, and in case the need arises, said personnel may be required to render service beyond the eight (8) hour period for a minimum of two (2) hours and maximum of four (4) hours on Weekdays and a maximum of eight (8) hours during holidays or rest days, in a month. The payment of such overtime work shall be paid in accordance with the applicable government rules and regulations.

20. The Contractor shall advance traveling and overtime expenses incurred by outsourced personnel needed in the performance of their duties. Reimbursement of travel and overtime expenses shall be subject to submission of complete documents pursuant to existing PPA policies.

21. The Contractor shall provide at least one (1) Seminar/Training interventions focusing on the learning and development of the personnel at no cost to PPA.

22. The Contractor shall provide the Human Resource Management Department (HRMD) the following:
    a. Monthly Plantilla of Personnel in excel format to be submitted thru e-mail every 5th of the following month *(format will be given during contract implementation)*
    b. e-201 file of employees containing the following scanned copies (one folder per personnel):
        i. Resume/Personal Data Sheet
        ii. 1 x 1 photo
        iii. Birth Certificate
        iv. Transcript of Records and/or Diploma
        v. Certificate of Employment/Clearance (form previous employer)
        vi. NBI Clearance
        vii. Medical Results (X-ray, CBC, Urinalysis, Fecalysis and Drug Test)

23. Manpower support personnel deployed in PPA shall not be considered organic PPA personnel, neither will their assignment establish an employee-employer relationship with PPA, nor be considered as valid service in the government.

24. The Contractor shall agree that their performance will be evaluated semi-annually if the provision on their Terms of Reference (TOR) are fully complied.

    - On the THIRD (3rd) month of the contract
    - On the NINTH (9th) month of the contract

25. Similar Contract shall mean Contract for the Procurement of General Support Services.

ANNEXES

Annex A - Proposed Positions for General Support Services thru Manpower Service Provider for CY 2021
Annex B - Uniform Specifications
ANNEX C-List of Janitorial Supplies and Materials for PMOs

ERIC E. DIMACULANGAN
Acting Manager, ASD
End/User

PROPOSED GENERAL SUPPORT SERVICES FOR PMOs
FOR CY 2021

ANNEX A

RC	No. of Positions per RC	POSITIONS	SG	BASIC MONTHLY (SBL + Transpo 3)	Amount Payable to Government: SSS (including EC and MPF)	Philhealth	HDMF	13th	13th month	Amount Payable to Gov't & Employee	Admin. Cost	Billing Per Position	Value Added Tax (12%)	Monthly Billing Rate Per No. of Position	Gross Monthly Billing Rate Per Month	Annual Billing Rate	ANNUAL GROSS TOTAL PER RC
				(a)	(b)	(c)	(d)	(e)	(f)	(g)=a+b+c+d+e+f	(h)=g x %	(i)=g+h	(j)= i x12%	(k) = i + j	(l) = k x no. of pos.	(m) = l x 12	
PMO NCR SOUTH		REMD															
	1	Utility Services Assistant D	6	13,851.00													
		Admin / Records / Canteen															
	1	Utility Services Assistant D	6	13,851.00													
		Admin / GSU / Motorpool															
	1	Utility Services Assistant D	6	13,851.00													
		Admin / Supply Room / Canteen															
	1	Utility Services Assistant D	6	13,851.00													
		RMD															
	1	Utility Services Assistant D	6	13,851.00													
		RMD / Finance / Accounting / Cashier															
	1	Utility Services Assistant D	6	13,851.00													
		OPM															
	1	Utility Services Assistant D	6	13,851.00													
		TSD /VRMU / Legal / BAC Office															
	1	Utility Services Assistant D	6	13,851.00													
		Marine / Safety / Environmental Offices															
	1	Utility Services Assistant D	6	13,851.00													
		PPD															
	1		6	13,851.00													
		Training Room / VRMU / Gym															
	1	Utility Services Assistant D	6	13,851.00													
		MICT															
	1	Utility Services Assistant D	6	13,851.00													
		COA															
	1	Utility Services Assistant D	6	13,851.00													
		TWO Pasig / POLLS / Port Operation Bldg.															
	2	Utility Services Assistant D	6	13,851.00													
		PMO Parking Area / Landscape / MRF															
	1	Utility Services Assistant D	6	13,851.00													
		PMO Lobby / Ground Floor / CRS															
	1	Utility Services Assistant D	6	13,851.00													
		Ferry Landing Terminal / PPD / Employees Quarters / Pier 18															
	1	Utility Services Assistant D	6	13,851.00													
TOTAL	18																

Note:

* SSS is based on SSS Circular No. 2020-033
* PHIC Premium Rate is computed at 3.50% of monthly salary divided by 2
* Budget for Overtime Pay is already included in the ABC which amounts to 5% of basic salary per month
* The Bid offer shall include other requirements under the TOR such as RFID, Uniform, Training/Seminar, HMO etc.
* SL = ((Basic Monthly/22) * 5) x 12