PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE OF BATANGAS
BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

OF
PREVENTIVE MAINTENANCE OF GENERATOR SETS AT PMO BATANGAS AND TERMINAL MANAGEMENT OFFICES

BAC-BGS-033C-2022

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Section I. Invitation to Bid

PHILIPPINE PORTS AUTHORITY
Port Management Office – Batangas
(PPA-PMO BGS)

INVITATION TO BID FOR
Preventive Maintenance of Generator Sets at PMO Batangas and Terminal Management Offices

1. The PPA PMO Batangas, through the PPA Corporate Funds intends to apply the sum of **Php 1,189,440.00** being the ABC to payments under the contract for **Preventive Maintenance of Generator Sets at PMO Batangas and Terminal Offices / BAC-BGS-033C-2022**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PPA PMO Batangas now invites bids for the above Procurement Project. Delivery of the Goods is required one (1) year period (quarterly from receipt of 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).

3. 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) No. 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 No. 5183.

4. Prospective Bidders may obtain further information from PPA PMO Batangas and inspect the Bidding Documents at the address given below during **8:00 A.M. to 5:00 P.M.**

5. A complete set of Bidding Documents may be acquired by interested Bidders on **16 June to 07 July 2022** from the given address and websites 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 **Php 5,600.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

6. The PPA PMO Batangas will hold a Pre-Bid Conference[1] on **10:00 A.M., 24 June 2022** at the Engineering Services Division Conference Room, 5/F, PPA

[1] May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Administration Building, Port Access Road, Calicanto, Batangas City and/or through video conferencing or webcasting via **Google Meet**, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **9:00 A.M., 07 July 2022** at the Engineering Services Division Office, 5/F, PPA Administration Building, Port Access Road, Calicanto, Batangas City :Late bids shall not be accepted.

JEFREN P. PANGANIBAN
Chairperson, PMOB-BAC
Philippine Ports Authority
Port Management Office of Batangas
PPA Administration Building,
Port Access Road, Calicanto,
Batangas City 4200

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

9. Bid opening shall be on **10:00 A.M., 07 July 2022** at the Engineering Services Division Conference Room, 5/F, PPA Administration Building, Port Access Road, Calicanto, Batangas City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity and who has presented a valid negative RT PCR result before the Safety Officer of PPA PMO Batangas.

10. The PPA PMO Batangas 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.

11. For further information, please refer to:

CRISANTO LOSANDE RABINA
Head, PMOB-BAC Secretariat
Port Access Road, Calicanto,
Batangas City 4200
63-43-7238706

12. You may visit the following websites:

For downloading of Bidding Documents: **philgeps.gov.ph, ppa.com.ph**

15 June 2022

(Signed)
JEFREN P. PANGANIBAN
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PPA PMO Batangas wishes to receive Bids for the **Preventive Maintenance of Generator Sets at PMO Batangas and Terminal Offices**, with identification number **BAC-BGS-033C-2022**.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of **Php 1,189,440.00**.

2.2. The source of funding is: **Corporate Operating Budget.**

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:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, 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

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, Engineering Services Division Conference Room, 5/F, PPA Administration Building, Port Access Road, Calicanto, Batangas City 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[2] 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 until one hundred twenty (120) calendar days from date of 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

15.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 10 and 11 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

15.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

15.3 The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

15.4 All envelopes shall:

(a) contain the name of the contract to be bid in capital letters;

[2] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

(b) bear the name and address of the Bidder in capital letters;

(c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;

(d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and

(e) bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of bids, in accordance with **ITB** Clause 21.

15.5 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

16. Deadline for Submission of Bids

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

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

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

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**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: **a. Preventive maintenance or repair of Generator Sets.** b. **completed within five (5) years prior to the deadline for the submission and receipt of bids.**
7.1	N/A
12	N/A
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 **Php 23,788.80**, 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 **Php 59,472.00** if bid security is in Surety Bond.
15	Each bidder shall sign or initial on every page of and submit **three (3) sets/copies (one (1) original and two (2) copies)** of their duly accomplished Technical and Financial Components. All sets/copies of the said bid documents shall be properly book-bound.
19.3	*N/A*
20.2	*N/A*
21.2	*N/A*

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: "The delivery terms applicable to this Contract are delivered to **PMO Batangas, TMO Bauan, Batangas, TMO Tablas, Odiongan, Romblon, TMO Romblon, Romblon, Port of Ambulong, Romblon, Port of San Juan, Batangas, Port of Calatagan, Batangas, Port of Nasugbu, Batangas and Four (4) Radar Station locations (Baseport-Batangas; Pagkilatan, Batangas City; Escarceo, Puerto Galera, Or. Mindoro; and Tingloy, Batangas)**. 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 Representative at the Project Site is **the Division Manager (DM) concerned or his/her authorized representative.** **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 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
	Spare Parts – The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract. The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract

	price. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for the Contract period. Spare parts or components shall be supplied as promptly as possible.
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **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	"The terms of payment shall be **as indicated in the Terms of Reference**."
4	The inspections and tests that will be conducted are: **For parts and consumables: during office hours at PPA PMO – Batangas Administration Building.** **For testing: overall functionality at the locations of the Generator Sets.**

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
1	Radiator liquid with coolant additive	150 liters	300	1st and 3rd visits
2	Coolant/water filters	9 pcs	18	1st and 3rd visits
3	Fuel filters	9 pcs	18	1st and 3rd visits
4	Oil/lube filters	9 pcs	18	1st and 3rd visits
5	Engine oil	120 liters	240	1st and 3rd visits
6	Disposal of all waste fluids (if applicable)	9 pcs	18	1st and 3rd visits

Section VII. Terms of Reference

TERMS OF REFERENCE

PREVENTIVE MAINTENANCE OF (9 UNITS) GENERATOR SETS AT PMO BATANGAS AND ITs TMOs INCLUDING RADAR STATION 1, 2, 3 & 4.

1. BACKGROUND

Preventive Maintenance is an essential part of cost-effective operation, but it needs a carefully planned and systematic program of inspection, testing, adjustment, and servicing of Stand by Generator set. This involves keeping maintenance records so that performance and operating cost can be properly monitored and evaluated.

The service provider for Genset maintenance shall conduct inspection and Maintenance Service Program, which is designed specifically for the respective of the specified standby Genset of PMO Batangas and Its TMOs including Radar Stations to keep it in optimum performance reliable in case power outages.

As a preventive measure, regular check-up, implementation of repair works and maintenance of the equipment are necessary undertakings to guarantee its good running condition, and to ultimately maximize its service life.

2. OBJECTIVES

2.1 To ensure that all Generators Sets of PMO Batangas and its TMOs including Radar Stations are in good running condition at all times in order to provide comfort to its employees, port users and stakeholders, and to prevent work interruptions brought by unfavorable environmental working condition;

2.2 To maximize the service life of all Generator sets installed at PMO Batangas and its TMOs including Radar Stations through the conduct of regular check-up and maintenance by competent service provider;

2.3 To save on time, effort and resources of PMO and its personnel brought by intermittent shut down of local power company and the scouting of reliable service providers that will implement the repair works;

2.4 To engage the services of a competent contractor for the **Preventive Maintenance of (9 units) Generator Sets at PMO Batangas and Its TMOs including Radar Stations 1, 2, 3 & 4** through alternative mode of procurement in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

3. SCOPE OF WORK

The following activities shall cover the quarterly provision of services which include checkups, repair, and maintenance works of the following:

1. General Preventive Maintenance

1.1 Electrical System

1.1.1 Control and power connections
1.1.2 Wire insulation condition
1.1.3 Safeties and alarm
1.1.4 Cabinet, Panels, and Platform
1.1.5 Legible emergency sticker numbers

1.2 Generator

1.2.1 Voltage frequency check and recheck
1.2.2 Frequency

1.2.3 Instrumentation
1.2.4 Wire conditions
1.2.5 General conditions

1.3 Battery System
1.3.1 Battery charger
1.3.2 Terminal tight and clean
1.3.3 Battery position tighten clamps
1.3.4 Overall operation
1.3.5 Check battery water level and refill water, if necessary.
1.3.6 Check Battery DC output voltage and charging rate.
1.3.7 Replace battery, if necessary.

1.4 Engine
1.4.1 Mounting bolts
1.4.2 Air cleaner
1.4.3 Governor and linkage correct
1.4.4 Overall operation
1.4.5 Spark plugs cleaned and regapped

1.5 Lubrication System
1.5.1 Oil filter
1.5.2 Oil level
1.5.3 Crankcase breather
1.5.4 Check oil leaks, if any

1.6 Cooling System
1.6.1 Engine cooling air obstruction
1.6.2 Outside cooling air obstruction
1.6.3 Radiator cap condition
1.6.4 Checks levels

1.7 Fuel System
1.7.1 Piping
1.7.2 Flexible and free lines
1.7.3 Tighten connections
1.7.4 Check fuel level
1.7.5 Check fuel filters
1.7.6 Change fuel filters

1.8 Air Induction and Exhaust System
1.8.1 Muffler and support system
1.8.2 Exhaust obstruction
1.8.3 Tighten connections
1.8.4 Check air cleaner
1.8.5 Check exhaust pipe

1.9 Filter and Pump System
1.9.1 Air filter and flow
1.9.2 Clean intake and louvers
1.9.3 Check water pumps for leaks

1.10 Starting System
1.10.1 Check battery cables and connections
1.10.2 Check battery fluid and terminals
1.10.3 Check fan belts
1.10.4 Check alternator belts

1.11 Control Panel

1.11.1 Check PBC and Module
1.11.2 Check all fuses
1.11.3 Check all electrical connections

1.12 Testing

1.12.1 Testing without load
1.12.1.1 Voltage
1.12.1.2 Frequency / RPM
1.12.1.3 Oil Pressure
1.12.1.4 Water Temperature
1.12.1.5 Running Hour Meter
1.12.1.6 Battery Voltage

1.12.2 Testing with load
1.12.2.1 Voltage
1.12.2.2 Frequency / RPM
1.12.2.3 Current
1.12.2.4 Oil Pressure
1.12.2.5 Water Temperature
1.12.2.6 Test AVR and Exciter

1.13 Sanitation

1.13.1 Check Cleanliness

2. Change Oil, Coolant and Filters

Item No.	Description	Qty.	Unit	Frequency	Total	Delivered
2.1	Replace radiator liquid with coolant additive	150	liters	2	300	1st and 3rd visits
2.2	Replace coolant/water filters	9	pcs	2	18	1st and 3rd visits
2.3	Replace fuel filters	9	pcs	2	18	1st and 3rd visits
2.4	Replace oil/lube filters	9	pcs	2	18	1st and 3rd visits
2.5	Change engine oil	120	liters	2	240	1st and 3rd visits
2.6	Disposal of all waste fluids (if applicable)	9	units	2	18	1st and 3rd visits

3. Dismantling & Cleaning, Baking, and Varnishing, (if necessary)

3.1 Main Alternator (field coil wiring)
3.2 Main Alternator (motor coil winding)
3.3 Exciter coil winding
3.4 Main rotor rectifier diode

4. Automatic Transfer Switch (ATS)

4.1 Check ATS indicator lamps and breaker
4.2 Checking of temperature on busbar and terminal connection using thermal scanner.

4. TECHNICAL REQUIREMENTS

The competent and qualified service provider must meet the following technical requirements:

4.1 **Manpower Complement** (Minimum)

Four (4) service technicians

4.2 **Equipment (Minimum)**

- 1 unit pressure washer and its accessories with cleaning materials
- service vehicle

Note: - Power and water supply shall be provided by PPA if needed
- Consumable materials/spare parts shall be procured in accordance with the provisions of R.A. 9184 and its revised IRR.

5. TERMS AND CONDITIONS

5.1 Obligations and Responsibilities of the Contractor

5.1.1 See to it that employees assigned to perform the services shall wear complete uniform and the required personal protective equipment (PPE) for the task to be performed. They shall at all times wear their Identification Card issued by their employer and the Port Access Pass.

5.1.2 The SERVICE PROVIDER shall also be readily available in case a problem with the critical genset operation occurs. Attend to field trouble call and perform the necessary check-up and repair, free of charge and without additional cost to PPA. Immediate response for service or repair may be availed anytime of the day even during holidays. Response time should be within one (1) hour especially for failure of genset to operate. The SERVICE Provider shall arrive with the complete tool, willing to lend a back up battery and battery charger to series and activate the existing malfunctioning batteries if any.

5.1.3 Free pull out, delivery and re-installation of the repaired unit .

5.1.4 Prior to the conduct of actual services, the CONTRACTOR shall inform the PPA representative its schedule of service to be undertaken at least one (1) day before the scheduled service.

5.1.5 Disposal of used oil, oil-contaminated rags, used oil filters, containers previously containing chemicals and other hazardous wastes that may be generated during the process.

5.1.6 The Parties, likewise, agree that the employees of the CONTRACTOR are not employees of the PPA. The PPA shall not in any way be liable or responsible for any physical injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by failure, negligence or conduct of the CONTRACTOR arising out of or in connection with or on the occasion of the performance of this Agreement.

5.1.7 The CONTRACTOR shall at all times, stand solely liable and responsible for the enforcement of, and compliance with all existing laws, rules and regulation and binds itself to save and hold PPA free and harmless from any and all liabilities, losses, damages, judgements, fines and penalties arising from and by reason of this Terms of Reference (TOR) and its implementation.

5.1.8 No Employer – Employee relationship between PPA and the personnel assigned to it shall exist. Said personnel are to be considered employees of the Contractor.

5.1.9 To guarantee the faithful performance of the winning Contractor of its obligations under the contract, it shall post a Performance Security in any of the following forms:

Form of Performance Security	Minimum Amount % of Total Contract Price
Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit	Five Percent (5%)
Bank guarantee	Five Percent (5%)
Surety Bond	Thirty Percent (30%)

5.1.10 The CONTRACTOR guarantees and warrants availability, quality and genuineness of all materials, supplies and accessories to be delivered and used in the rendition of service under the Contract. It shall in its own account and expense rectify any defect(s) which may be discovered in accordance with the provision of Section 62 of the 2016 Revised IRR of R.A. 9184.

5.1.11 The CONTRACTOR agrees and binds itself to hold PPA free and blameless from any damage, claims, liabilities or legal actions which may be brought by any third party whomsoever by reason of this Contract.

5.1.12 The CONTRACTOR shall strictly comply with all existing PPA rules, regulations, policies and guidelines.

5.1.13 The CONTRACTOR shall provide personnel, as stated under Manpower Complement of this TOR, that possess the following qualifications requirement:

5.1.13.1 Should be physically fit to work;
5.1.13.2 Should have the technical knowledge to perform the required task;
5.1.13.3 Should be able to read and write;
5.1.13.4 Must be of good moral character; and
5.1.13.5 Should not have been held liable/convicted, criminally or administratively, before any court, tribunal, or quasi-judicial agency.

5.2 Rights and Authority of Philippine Ports Authority

5.1.1. Grant the Contractor the sole and exclusive **Contract for the Preventive Maintenance of (9 units) Generator Sets at PMO Batangas and It's TMOs including Radar Station 1, 2, 3 & 4** within its vicinity subject to the scope of undertaking to be prescribed thereafter.

5.1.2. PPA may cause the removal/change of personnel who violated existing laws, PPA rules and regulations and those who are found incompetent.

5.1.3. PPA may cancel/rescind or terminate the contract in case of unsatisfactory service provided by the CONTRACTOR.

5.1.4. PPA may call the CONTRACTOR to conduct emergency check-up or repair of units without additional cost to PPA.

6. PARAMETERS FOR PAYMENT

6.1. For and in consideration of the full, satisfactory and faithful performance by the Contractor of all its undertaking defined and provided for under this Terms and Conditions (TOR) and contract documents the Authority agrees to pay the amount prescribed on the agreement signed inclusive of 12% Value Added Tax, payment to be made monthly computed on daily basis at the unit bid price of work, actually performed, upon submission of the following supporting documents:

6.1.1. Pictures taken before and after actual service; and
6.1.2. Service reports duly signed by PPA representative.

6.2. Any or all payment/s to be made shall be subjected to existing accounting and auditing rules and regulations.

7. WARRANTY

7.1. In order to assure the 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 or RA No. 9184.

7.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims 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.

8. DUTIES AND RESPONSIBILITIES OF THE PHILIPPINE PORTS AUTHORITY

The PPA, through TMO Managers or Authorized Representative at the respective area, shall closely monitor the implementation of the preventive maintenance activity in accordance with the specifications and conditions of the Contract.

During preventive maintenance, an authorized representative of each TMO's and in Radar Stations shall be available to supervise the procedures and ensure that office properties, such as computers and other equipment are secured.

9. LIQUIDATED DAMAGES

Non-compliance with the Terms and Conditions stated in the Contract will result in the payment of corresponding penalties/liquidated damages of the Contract Price by the winning Service Provider. PPA reserves the right to rescind the contract after the Service Provider fails to comply, without prejudice to other courses of action and remedies open to it.

10. DISPUTE RESOLUTION

1. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Batangas City. In case of court suit, the venue shall be the courts of competent jurisdiction in Batangas City, to the exclusion of all other courts; and

2. Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:

(Signed)
MARGARITA EMELYN B VILLAMOR
End-User / Division Manager A, Administrative Division

Noted by:

(Signed)
JOSELITO O SINOCRUZ PhD
Port Manager

Conforme:

_____
Authorized Signatory

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
  or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
  and
- ☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
  and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
  or
  Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);
  and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
  or
  A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s).

Section IX. Bidding Forms

TABLE OF CONTENTS

1. FINANCIAL BID FORM
2. DETAILED COMPUTATION OF BID PRICE
3. STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) WHICH ARE SIMILAR IN NATURE
4. STATEMENT OF ALL ON-GOING GOVERNMENT & PRIVATE CONTRACTS AWARDED BUT NOT YET STARTED
5. FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK
6. JOINT VENTURE AGREEMENT
7. BID SECURING DECLARATION
8. OMNIBUS SWORN STATEMENT
9. AUTHORITY OF SIGNATORY (SPECIAL POWER OF ATTORNEY
10. AUTHORITY OF SIGNATORY (SECRETARY'S CERTIFICATE)

Financial Bid Form

Date: _____
Project Ref. No.: _____

The Chairperson
Bids and Awards Committee
Philippine Ports Authority
Port Management Office of Batangas
PPA Administration Building
Port Access Road, Calicanto
Batangas City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 us.

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[**for sole proprietorships**, insert:* as the owner and sole proprietor or authorized representative of *Name of Bidder*, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *Name of Project* of the *Name of the Procuring Entity]* *[**for partnerships, corporations, cooperatives, or joint ventures**, insert:* is granted full power and authority by the *Name of Bidder*, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for *Name of Project* of the *Name of the Procuring Entity]*.

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.

Dated this _____ day of _____ 20_____.

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE/DETAILED COMPUTATION OF BID PRICE

Company / Business Name of the Bidder : _____
Address : _____
Telephone Number : _____
Fax Number : _____
E-mail Address : _____

Particulars	**Responsibility Center**								**Grand Total**
	PPA Admin Building	PTB II at Phase 1 (all offices occupied by PPA personnel)	PPD Headquarters at Phase 1	Main Gate/Radar Station at Phase 1	Port Manager's Staff House/Guest House at Phase 1	TMO Bauan	TMO Tablas	TMO Romblon	
No. of Janitorial Staff	23	12	1	1	1	1	1	1	41
Daily Rate									
No. of Working Days									
Contract Period									
Basic Rate									
13th Month Pay									
5 Days Incentive Pay									
SSS Contributions									
Philhealth									
Employees Compensation Fund									
Pag-IBIG									
Total Wages and benefits									
Add:									
Administrative Charges									
Supplies and Consumables									
Tools and Equipment									
Total Additional Charges									
Add:									
12% VAT									
Total VAT									
Total Cost Requirements									

Note: If applicable, recurring and maintenance cost shall be included.

Submitted by:

_____

(Printed Name & Signature)

_____

Designation

_____

Date

Registration of Business Name

Philippine Ports Authority – Port Management Office of Batangas

Standard Form Number: SF-GOOD-13b
Revised on: July 28, 2004

Statement of Single Largest Completed Contract (SLCC) which are similar to the contract to be bid

Name of Contract	Date of Contract	Contract Duration	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Amount of Completed Contract	Completion Date

Note: This statement shall be supported with:
1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. End user's acceptance issued for the contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Philippine Ports Authority – Port Management Office of Batangas

Standard Form Number: SF-GOOD-13a Revised on: J8

Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
Government								
Private								
						Total Cost		

Note: This statement shall be supported with:
1. Notice of Award and /or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments issued by the owner or authorized representative

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____List

Philippine Ports Authority – Port Management Office of Batangas

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the bidder's assets and liabilities on the basis of the attached income tax return and latest audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

	Year _____
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 assets 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.

Current Assets = Php _____

Current Liabilities = Php _____

Value of all outstanding or uncompleted portions of the projects under ongoing contracts, including contracts yet to be started coinciding with the contract to be bid = Php _____

NFCC = Php _____

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Note: If Partnership or Joint Venture, each partner or member Firm of Joint Venture shall submit the above requirements.

PHILIPPINE PORTS AUTHORITY
PMO BATANGAS
Port Access Road, Calicanto, Batangas City
Tel No. (043) 723-17-01 Fax No. (043) 723-01-64

Standard Form No. SF-GOOD-17
Revised on : May 24, 2004

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and Between _____, of legal age, _____, owner / proprietor of _____ and a resident of _____.

-and-

_____, of legal age, _____, owner/proprietor of _____, a resident of _____.

That both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the **PHILIPPINE PORTS AUTHORITY.**

NAME OF PROJECT	CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and / or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and / or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this _____day of _____, in the year of our Lord_____.

BID SECURING DECLARATION FORM

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

x----------x

BID SECURING DECLARATION
Invitation to Bid: *[Insert Reference number]*

To: **JEFREN P. PANGANIBAN**
Chairperson, Bids and Awards Committee
PPA-PMO Batangas
PPA Administration Building, Port Access Road
Calicanto, Batangas City

I/We[3], 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.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of 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 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; 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;

---

[3] *Select one and delete the other. Adopt the same instruction for similar terms throughout the document.*

(c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, 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]*.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

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. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
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

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

A F F I D A V I T

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

1. ***Select one, delete the other:***

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

   If a 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]*;

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

   If a 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 *[Name of the Project]* of the *[Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney*;

   If a 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 *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]*;

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;

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 rest:***

   If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

8. *[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 *[Name of the Project]*.

9. *[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.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

_____
Bidder's Representative/Authorized Signatory

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. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
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 _____

PHILIPPINE PORTS AUTHORITY
PMO BATANGAS
Port Access Road, Calicanto, Batangas City
Tel No. (043) 723-17-01 Fax No. (043) 723-01-64

Standard Form Number: SF-GOOD-35
Revised on: May 24, 2004

AUTHORITY OF SIGNATORY

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____ with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set may hand this _____ day of _____, 20____ at _____.

Signed in the Presence of:

_____ _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____)SS.

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

NAME	CTC NO.	ISSUED AT/ON
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ ( ) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20____
PTR No._____
Issued at:_____
Issued on:_____
TIN No. _____

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

PHILIPPINE PORTS AUTHORITY
PMO BATANGAS
Port Access Road, Calicanto, Batangas City
Tel No. (043) 723-17-01 Fax No. (043) 723-01-64

Standard Form Number: SF-GOOD-36
Revised on: May 24, 2004

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____be, as it hereby is, authorized to participate in the bidding of **Garbage Collection and Upkeeping of Green Areas, Roads and Pavements, Port of Batangas, Batangas Ci**(**Project Reference No.01-2016** by the *PHILIPPINE PORTS AUTHORITY, PMO BATS*; and that if awarded the project shall enter into a contract with the *PHILIPPINE PORTS AUTHORITY, PMO BATS*; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

(1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;

(2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

_____

(Corporate Secretary)

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ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___ affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No._____
Issued at:_____
Issued on:_____
TIN No. _____

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