TERMS OF REFERENCE (TOR)

Project Title & Code: **Maintenance of Guard House for Baseport and Terminal Ports (MPF-MOC-66-2025)**
Project Location: **Port of Cagayan de Oro**

I. INTRODUCTION

The **Philippine Ports Authority – Port Management Office of Misamis Oriental/Cagayan de Oro (PPA PMO MOC)**, through its **Engineering Services Division (ESD)**, regularly undertakes preventive maintenance works to ensure the safe, efficient, and reliable operation of all port facilities. As part of these efforts, the abovementioned project at the Port of Cagayan de Oro aims to preserve cultural integrity and improve functionality for security personnel stationed at these facilities.

II. PROJECT DESCRIPTION & BUDGET

The project covers the maintenance, repair, and minor rehabilitation of guard houses within the Port of Cagayan de Oro, in support of the PMO's thrust toward Sustainability, Efficiency, & Admirability.

The Approved Budget for the Contract (ABC) is **Nine Hundred Thousand Pesos and 00/100 only (₱900,000.00)**, inclusive of taxes, labor, materials, equipment, and incidental expenses. Any bid higher than the ABC shall be disqualified in accordance with applicable procurement regulations of the PPA and Republic Act (RA) No. 9184.

III. SCOPE OF WORKS/SERVICES

The abovementioned project covers to supply all necessary materials, tools, labor and equipment, which include, but are not limited to:

1.) Repair and repainting of walls, ceilings, and roofing;
2.) Replacement of Door and Window Fixtures;
3.) Provision of Solar Lights and other electrical/lighting components.

IV. MATERIALS, LABOR, AND EQUIPMENT REQUIREMENTS

MATERIALS

Galv. Square Tube
Galv. Rectangular Tube
C Purlins
Angle & Flat Bar
Vinyl Tiles
Rugby
Corr. Blue Longspan Roofing
Ridge Roll
Enamel White
Flat Latex White
Semi-Gloss White
Body Filler
Floodlight with Solar Panel
Metal Furring
Hardiflex
Sticker Logo Signages
Stainless Handle
Steel Plates
Barreled Bolt
Door Hinges
Marine Plywood
Epoxy Primer
Lacquer Spot Putty

LABOR

Foreman
Plumber
Skilled and Unskilled Labor

EQUIPMENT

1 Truck Mounted (2 Tons)
2 Welding Machine
Minor Tools

V. PROJECT DURATION & WORK EXTENSION/SUSPENSION

The Contractor shall complete all works under this project within Sixty **(60)** calendar days from the **date of receipt** of the **Notice to Proceed (NTP).**

Any request for **Time Extension or Suspension of Work** shall be subject to the written approval of the PMO MO/C, upon valid justification such as **force majeure, unfavorable weather conditions, or circumstances beyond the Contractor's control**, in accordance with the provisions of RA 9184 and its Revised Implementing Rules and Regulations (IRR).

- **Request for Time Extension** shall be formally submitted **at least seven (7) calendar days** prior to the original contract completion date.
- **Request for Work Suspension** shall be submitted **within seven (7) calendar days** from the occurrence of the event causing the suspension or hindrance to work.

Unauthorized suspension of work or delay without prior approval shall be considered a breach of contract and may be grounds for the imposition of **Liquidated Damages (LD)** as provided under RA No 9184 RIRR.

VI. CONTRACTOR DELIVERABLES

The Contractor shall be responsible for the completion and submission of the following deliverables to the PMO MO/C, through the ESD, but are not limited to:

1.) **Detailed Work Schedule** prior to start of works;
2.) **Progress & Completion Reports** with **Photographs** (before, during, and after);
3.) **Warranty and Performance Bonds**;
4.) **Complete and Satisfactory Execution of the project**;
5.) **Proper Disposal of Waste & Debris**;
6.) **Final Billing with Inspection & Acceptance Documents;**
7.) **Other documents** as required by the ESD.

The ESD shall designate a **Project-in-Charge (PIC)** to monitor the project before, during, and after implementation, and to coordinate or follow up with the Contractor as necessary.

VII. PAYMENT TERMS

Payment shall be made to the Contractor only upon full completion and final acceptance of the work by the PMO MO/C, through the ESD, and upon submission of all required billing and supporting documents.

No advance or progress payment shall be allowed under this Contract. The total contract amount shall be released after project completion, subject to the usual government accounting, auditing, and tax deduction requirements.

VIII. FINAL BILLING REQUIREMENTS

The Contractor shall prepare and submit the following documents to the **ESD** upon completion of the project. These documents shall serve as **prerequisites for the conduct of the Final Inspection** by the **PPA PMO MO/C Inspectorate Team**.

1.) **Letter Requests for Final Inspection & Final Billing,** duly received by the PMO MO/C Records Units;
2.) **Project Accomplishment Report** with summary of completed works;
3.) **Photographic Documentation** (Before, During, and After Completion);
4.) **Signed Copies** of the **Notice of Award (NOA), Contract Agreement, and Notice to Proceed (NTP)**
5.) **Affidavits** certifying payment of labor and materials, and that the claimant is the true and lawful contractor;
6.) **As-Built Plan**, duly checked and approved by the ESD and the Port Manager;
7.) **Performance and Warranty Bonds**; and
8.) **Other supporting documents** as may be required by the ESD for billing verification.

Failure to submit the required documentation may result in the **postponement or non-scheduling** of the Final Inspection and the **delay in the processing of the Final Billing**.

IX. PROCUREMENT METHOD & BIDDER QUALIFICATIONS

The contract for this project shall be procured through **Small Value Procurement (SVP)** in accordance with **Section 53.9 and Annex "H"** of the **2016 Revised IRR of RA No. 9184**.

Interested and eligible bidders shall submit the following:

1.) Technical Proposal:
   a. Valid and updated **PhilGEPS Registration Certificate**, including all Annexes and attachments;
   b. Valid **PCAB License** (for infrastructure works);
   c. Current **Mayor's/Business Permit**;
   d. **Latest Income/Business Tax Return**;
   e. **Omnibus Sworn Statement (OSS)**;

2.) Financial Proposal:
   a. Duly accomplished **Request for Quotation (RFQ)**
   b. Duly accomplished **Detailed Canvass Form**

Interested bidders must submit their sealed quotations/proposals addressed to the **BAC Chairperson on or before October 14, 2025, at 8:30 A.M.**, at the **ESD Office, Amenity Building 3, Building 2, PPA PMO MO/C, Port Area, Macabalan, Cagayan de Oro City.** Incomplete/late submissions shall not be accepted.

X. CONTRACTOR'S LIABILITY & WARRANTY

For unjustified delay, **Liquidated Damages** shall be imposed at **zero point ten percent (0.10%) per calendar day** of the unperformed portion and shall **not exceed 10% of the total contract price**, after which the PMO MOC may rescind the contract.

The Contractor shall warrant the quality of workmanship and materials for **one (1) year** from the final acceptance and shall correct any defects at no additional cost to PPA. The Contractor shall also be held liable for any **defects, deficiencies, or non-conformance** discovered within the warranty period and shall perform the necessary corrections or replacements **at no additional cost to the Government**.

XII. EFFECTIVITY AND GENERAL PROVISIONS

This **TOR** shall take effect upon approval by **the Port Manager of PMO MOC** and shall remain in force until full and satisfactory completion of the project, including the lapse of the warranty period as provided herein. Matters not covered herein shall follow the provisions of **RA 9184,** its **2016 Revised IRR**, and applicable PPA/GPPB guidelines.

Prepared by:

JONATHAN A. PEREZ
Engineering Assistant A

Noted by:

ANTONIO M. TORCINO, JR.
Acting ESD Manager

Approved by:

Digitally signed by Fernando B. Mapalo, Jr.
Date: 2025.10.07 16:31:06 +08'00'

FERNANDO B. MAPALO, JR.
Port Manager, PMO MOC