

**Philippine Ports Authority  
PORT MANAGEMENT OFFICE-NCR NORTH**

**TERMS OF REFERENCE**

**FOR THE PREPARATION OF THE REQUIREMENTS AND THE PROCUREMENT  
OF AN ENVIRONMENTAL COMPLIANCE CERTIFICATE (ECC) FROM THE DENR  
FOR THE PROPOSED REHABILITATION AND UPGRADING OF EXISTING BERTH  
AND BACK-UP AREA AT PIER 18, VITAS, TONDO, MANILA**

**PART I – PRELIMINARY REQUIREMENTS:**

**I. INTRODUCTION**

The Philippine Ports Authority, Port Management Office – NCR North, hereinafter referred to as the Procuring Entity wishes to engage the services of a local consulting firm or a private preparer/or group of preparers for the preparation of all the requirements as required by DENR-EMB in the **Procurement of an Environmental Compliance Certificate (ECC) for the Proposed Rehabilitation and Upgrading of Existing Berth and Back-up Area @ Pier 18, Vitas, Tondo, Manila.**

The proposed project will involve: Rehabilitation and Upgrading of Existing Berth and Back-up Area, and Installation of Port Lighting System.

Under the Revised Procedural Manual for DENR Administrative Order (DAO) 2003-30, the project will require the preparation of an Environmental Performance Report and Management Plan (EPRMP) and to secure the Environmental Compliance Certificate (ECC) prior to project implementation.

The purpose of preparation of an Environmental Performance Report and Management Plan (EPRMP) is to provide pro-active programs aimed at achieving effective mitigation of identified and predicted adverse impacts and effectiveness of current measures for the project.

**II. UNDERTAKINGS**

The Consultant/Preparer shall undertake an environmental performance report and management plan.

The EPRMP and acquisition of ECC shall be undertaken in consonance with the requirements of the Philippine Laws and Guidelines of the DENR and other relevant agencies.

The Consultant/Preparer shall prepare the environmental performance report and management plan study in a format as required by DENR.

**III. REPORT REQUIREMENTS**

The Consultant/Preparer shall submit the following reports to the Port Manager, PMO-NCR North,

- a) Inception Report
- b) Monthly Progress Report
- c) Draft Final EPRMP Report
- d) Final EPRMP Report
- e) Special Reports as necessary

#### **IV. SCOPE OF WORK**

A. The scope of work to be undertaken for the conduct of the Environmental Performance Report and Management Plan

- ❖ Gathering of the primary and secondary data needed
- ❖ Identification, prediction and assessment of impacts during construction, operation and abandonment phase
- ❖ Report preparation, documentation and submission
- ❖ Documentation of social acceptability process
- ❖ Overall project result examination

B. Approach and Methodologies

- ❖ Overall Approach – the conduct of an Environmental Performance Report and Management Plan (EPRMP) of the project will use a multidisciplinary and participatory assessment based on the required format set by the DENR.
- ❖ Methodologies – all methodologies shall conform to the required format set by the DENR as follows:

- 1.0 Survey Data
  - 1.01 Data Collection, Site Survey and Investigation
- 2.0 Sampling and Laboratory Testing
  - 2.01 Assessment, Effluent Water Sampling and Testing
- 3.0 Preparation of EPRMP and Acquisition of ECC
  - 3.01 Preparation of EPRMP/Review by PPA/Submission to DENR/Attends meeting and review sessions/Follow-up Application including Fees and Penalties, Acquisition of ECC

A minimum of four (4) sets, hard and soft copies shall be submitted by the consultant/preparer to the Procuring Entity upon completion of the report.

#### **V. DURATION OF THE CONSULTANCY SERVICES**

The period or the term of service for the acquisition of the ECC shall be ninety (90) calendar days starting on the day the Consultant/Preparer received the Notice to Commence Work from the Procuring Entity.

### **PART II – BIDDING REQUIREMENTS:**

#### **I. BIDDING DOCUMENTS**

The scope of works, bidding procedure and contract terms and conditions are prescribed in the Terms of Reference.

The bidder is expected to peruse and examine carefully the Terms of Reference in the Bidding Documents. Failure to comply with the requirements will be at the bidder's own risk. Failure to furnish the information required by the Bidding Documents in every respect will result in the rejection of the bid.

## **II. DOCUMENTS COMPRISING THE BID**

The bid shall be prepared in the manner described below,

The bid shall comprise the following:

Envelope 1: Technical Information/Documents

- a) Valid DENR-EMB Accreditation or Certification
- b) Valid BIR Certificate of Registration/TIN
- c) PhilGEPS Registration Number
- d) Income and Business Tax Returns
- e) Company Profile
- f) Curriculum Vitae (Form 2)
- g) Duly signed List of Completed and On-going Contracts (Form 3)
- h) Notarized Omnibus Sworn Statement (Form 4)
- i) Duly signed Approach, Work plan and Schedule

Envelope 2: Financial Proposal

- a) Bid Offer/Bid Form (Form 1)
- b) Detailed Cost Estimates

Alternative bids shall not be considered.

## **III. BID PRICES**

Unless otherwise stated, the Contract shall be for the whole Scope of Work as described in this Terms of Reference.

The Total Bid Price shall be quoted by the bidder entirely in the Philippine Peso unless otherwise specified.

A bidding offering completion of the Works beyond the specified completion period shall be considered as non-responsive and shall be rejected.

## **IV. BID VALIDITY**

Bids shall remain valid for a period of one hundred twenty (120) days after the date of the bidding or as prescribed by the Procuring Entity.

## **V. FORMAT AND SIGNING OF BIDS**

Bidders shall submit their bids through their duly representative on or before the deadline in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid and the second shall contain the financial component of the bid. Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its

bid. All pages of the original and two (2) copies including attachments thereto shall be authenticated and countersigned or initialed by the Bidder or its authorized signatory. Failure to comply with these requirements shall be ground for automatic disqualification.

Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

Only one bid shall be submitted by each bidder and no bidder shall participate in the bid of another for the same Contract in any relations whatsoever, otherwise, the bids shall be automatically rejected by the Procuring Entity as non-responsive and as evidence of collusion among of bidders.

## **VI. SEALING AND MARKING OF BIDS**

The bidder shall seal the two (2) envelopes and correspondingly marked them as "Technical Information/Documents" and "Financial Proposal" as appropriate.

All envelopes shall:

- a) be addressed to the Procuring Entity as follows:

**Mr. Orville Odicta**  
BAC Chairperson  
Philippine Ports Authority  
PMO- NCR North  
PMO-NCR North Administration Building,  
Radial Road 10, North Harbor, Tondo, Manila

If the envelopes are not sealed or marked as instructed above, the Procuring Entity shall not assume any responsibility for the misplacement or premature opening of any bid. A bid opened prematurely for this cause will be rejected by the Procuring Entity and returned to the bidder.

## **VII. DEADLINE FOR THE SUBMISSION OF BIDS**

Bids must be received on or before the designated time and date to be eligible for consideration.

## **VIII. LATE BIDS**

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

## **IX. OPENING OF BIDS BY THE PROCURING ENTITY**

The Procuring Entity through its Bid and Award Committee (BAC), will open bids in the presence of bidders or their representatives who choose to attend at the time, date and place prescribed by the Procuring Entity. The bidders or their representatives who are present shall sign and register their company name as evidence of their attendance. Every page of the original copies of all bid documents received and read must be initialed by all members of the BAC and the auditor's representative.

The envelope marked "Technical Information/Documents" shall be opened first, and the bidder's name shall be announced followed by the presence or absence of the required

information/documents contained in the envelope. The envelope marked "Financial Proposal" shall be opened only if the bidder has complied with the requirements of the first envelope, otherwise, the second envelope shall be returned unopened to the bidder and his bid shall be considered substantially non-responsive and shall be rejected.

After all bids has been received and opened, the corresponding Abstract of Bids shall be signed by all members of the BAC attaching thereto all the bids with their corresponding bid securities and the minutes or proceedings of the bidding. The Abstract of Bids shall contain the following:

- a. Name of the Project and its Location
- b. Time and Place of the bidding
- c. Names of bidders and their corresponding bids arranged from lowest to highest showing their respective variances in percent from the Approved Budget for the Contract to be Bid, the amount of security and name of the issuing entity.

#### **X. CONFIDENTIALITY OF EVALUATION**

Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award.

#### **XI. RIGHTS OF THE PROCURING ENTITY TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Substantially non-responsive bids shall be rejected pursuant to the applicable clauses in this Terms of Reference.

In addition, the Procuring Entity shall also reject any bid under the following circumstances:

- a) When there is a compelling reason to suspect an evident collusion among bidders
- b) False statements or declaration in the bid whether such statements or declarations were given by the bidder himself, or by the other persons whose statements or declarations are being made part of any and/or a supporting document to the bid.
- c) Bid submitted by two or more bidders whose officers and stockholders and/or principals are the same.
- d) Bids not properly signed or initialed pursuant to the clauses in this Terms of Reference.
- e) Conditional bids or bids offering alternative bid proposal or conditions other than those specified in the Bidding Documents.
- f) In the event that the winning bidder has been determined by the Procuring Entity as "Blacklisted" by DENR, such bidder shall be automatically disqualified.

### **PART III – CONTRACT AWARD:**

#### **I. AWARD OF CONTRACT**

The Procuring Entity shall award the contract to the bidder whose bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).

In the event of refusal, inability or failure of the LCRB to make good his bid by the acceptance of the award or by entering into a contract or failure to submit the required documents within the time stipulated by the Procuring Entity, the second LCRB shall be considered subject to this Clause and

other applicable Clauses of this Term of Reference. In the event of the refusal, inability or failure of the second LCRB to make good his bid, the third LCRB shall be considered under the same conditions above. Otherwise, the project shall be advertised anew for bidding.

## **II. NOTIFICATION OF AWARD**

The Procuring Entity shall notify the successful bidder of the award through the issuance of the Notice of Award specifying the price for the Contract, the basis by which the bid has been accepted, the posting Performance Bond and other documents required including the time for which the bidder shall accept the award and deadline for submission of the documents.

The bidder shall sign the "CONFORME" in the Notice of Award to indicate his acceptance of the award which shall be returned to the Authority within the stipulated time.

The acceptance of the Notice of Award and its return to the Procuring Entity shall constitute the formation of a Contract until the Contract Agreement has been signed by both parties and rendered effective by approval of the proper authority.

## **III. SIGNING OF CONTRACT**

The Procuring Entity shall prepare the Contract Document incorporating all terms of the agreement between the contracting parties in so far as the services is concerned and in due time will promptly notify the successful bidder or his duly authorized representative to sign the Contract Agreement.

The Contract Document should be signed by both parties and submitted for the approval of higher authorities if required in accordance with the existing rules and regulations, thereafter the Procuring Entity will issue the Notice to Proceed to the Consultant/Preparer.

Prepared by:

Reviewed/Recommended by:

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Head, TWG

**(SGD) ORVILLE A. ODICTA**  
Chairperson, BAC

Approved by:

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Port Manager, PMO-NCR North