

TERMS OF REFERENCE

MPF-MRQ-37-2026 Emergency Maintenance of Comfort Rooms at Passenger Terminal Building, Port of Lucena, Lucena City (P 999,687.11)

I. OVERVIEW AND SCOPE

The Philippine Ports Authority – Port Management Office of Marinduque/Quezon (PPA-PMO MarQueZ), through its Engineering Services Division (ESD), is committed to ensuring that its port facilities are properly maintained to support safe, efficient, and reliable port operations and to effectively meet the needs of port users.

The project covers the minor repairs of the Comfort Rooms at Passenger Terminal Building, coupled with damaged toilet fixtures, defective plumbing works, and replacement of damaged ceilings and replacement of wall tiles.

Considering the Approved Budget for the Contract (ABC) and the nature of the required works, procurement of the project shall be undertaken through Small Value Procurement (SVP) pursuant to Section 34 of the IRR of Republic Act No. 12009, otherwise known as the New Government Procurement Act (NGPA).

The scope of work of the project involves the following:

Bill No. 1 General Expenses

- 1.01 Mobilization/Demobilization and Cleaning-up
- 1.02 Provision of Construction Safety and Health Program

Bill No. 2 Maintenance of CT at Area - 1

- 2.01 Replacement of Damaged Ceiling Panels
- 2.02 Replacement of Damaged and Missing Toilet & Sanitary Fixtures
- 2.03 Replacement of Lighting and Electrical Fixtures

Bill No. 2 Maintenance of CT at Area - 3

- 3.01 Regrouting and replacement of Damaged Wall Tiles
- 3.02 Replacement of Damaged and Missing Toilet & Sanitary Fixtures
- 3.03 Replacement of Lighting and Electrical Fixtures

II. CONTRACT DURATION

The project shall be completed within Thirty (30) calendar days from the date of receipt of the Notice to Proceed (NTP) by the winning bidder.

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) for the project is Nine Hundred Ninety Nine Thousand Six Hundred Eighty Seven Pesos and 11/100 (P 999,687.11), inclusive of all applicable taxes and other charges.

IV. ELIGIBILITY OF BIDDERS

The prospective Contractor shall provide the following equipment and documentary requirements as part of its eligibility and technical submissions:

A. Technical Documents:

1. Certificate of PhilGEPS Registration
2. Valid PCAB License – At least "Small A" for Building
3. Current Mayor's Permit
4. Latest Income or Business Tax Return
5. Duly Notarized Omnibus Sworn Statement
6. Duly Notarized Manpower and Equipment Deployment

B. Financial Document:

1. Duly Accomplished Request for Quotation (RFQ) / Canvass Form

C. Equipment Required

1. 1 unit – Electric Drill
2. 1 unit – Electric Grinder
3. 1 unit – H-Frame Scaffolding

Only Bids found to be legally, technically, and financially eligible will be evaluated.

V. BID EVALUATION AND AWARD

The evaluation of quotations shall be undertaken in accordance with the New Government Procurement Act (NGPA) and its Implementing Rules and Regulations (IRR), using the criterion of the Lowest Calculated and Responsive Bid (LCRB).

The quotation with the lowest calculated price shall be evaluated based on its full compliance with the technical specifications, scope of work, documentary requirements, and other conditions stipulated in this Terms of Reference (TOR) and the Request for Quotation (RFQ).

The Philippine Ports Authority – Port Management Office of Marinduque/Quezon (PPA PMO MarQuez), through its Bids and Awards Committee (BAC), reserves the right to verify all submitted documents and quotations, require additional supporting documents for validation, and reject any quotation that is incomplete, non-compliant, or technically deficient. The BAC shall recommend the award of contract to the bidder determined to have submitted the Lowest Calculated and Responsive Bid (LCRB).

VI. PERFORMANCE SECURITY

To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the procurement documents, the winning bidder shall post a Performance

Security prior to the signing of the contract. The Performance Security shall remain valid and effective until the issuance of the Certificate of Final Acceptance.

The Performance Security shall be in any of the following forms and in an amount not less than the corresponding percentage of the total contract price:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
a) Cash or Cashier's or Manager's check issued by a bank. <i>For biddings conducted by LGUs, the cashier's or manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Ten percent (10%)
b) Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

VII. PAYMENT

Payment shall be made in full to the Contractor upon completion and acceptance of the project by PPA PMO Marinduque/Quezon, subject to applicable accounting and auditing rules and regulations.

VIII. LIQUIDATED DAMAGES

In case the prospective Contractor fails to satisfactorily complete the Works under the contract within the specified contract duration, inclusive of duly granted time extensions, if any, the Contractor shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay until such project is finally completed.

IX. RESPONSIBILITY OF THE PROSPECTIVE CONTRACTOR

The Contractor shall:

- A. Provide all necessary labor, materials, tools, equipment, supervision, and other resources required for the proper execution and completion of the project;
- B. Execute all works in accordance with the approved plans, technical specifications, applicable engineering standards, and instructions of the PPA PMO Marinduque/Quezon;
- C. Ensure the safety and security of workers, port users, and the general public throughout the duration of the project, and provide all necessary temporary safety devices, warning signs, barricades, and protective measures;
- D. Submit all required project documents and reports as required by the PPA PMO Marinduque/Quezon;
- E. Maintain proper housekeeping at the project site, including the collection, removal, and lawful disposal of construction debris, waste materials, and other refuse generated during project implementation; and
- F. Repair, restore, or replace any property, facility, or improvement damaged as a result of the Contractor's operations at no additional cost to the PPA.

X. RESPONSIBILITY OF THE PHILIPPINE PORTS AUTHORITY

The PPA PMO Marinduque/Quezon, through its Engineering Services Division (ESD) shall:

- A. Designate a Project-in-Charge (PIC) who shall oversee, monitor, and coordinate the implementation of the project;
- B. Provide the Contractor reasonable access to the project site and designated work areas, subject to applicable port safety and security regulations;
- C. Conduct inspections of the works and evaluate compliance with the approved plans, specifications, and contract requirements;
- D. Review and validate all reports, documents, and other project submissions required under the contract;
- E. Inspect, verify, and accept completed works that conform to the approved plans, specifications, and contract provisions; and
- F. Process payment to the Contractor in accordance with the contract terms and subject to existing accounting and auditing laws, rules, and regulations.

XI. FINAL INSPECTION, ACCEPTANCE AND WARRANTY PERIOD

Upon completion of all works, the Contractor shall formally request the conduct of the Final Inspection and processing of final billing through a written request addressed to the Port Manager, PPA-PMO Marinduque/Quezon, through the Engineering Services Division (ESD).

The Final Inspection shall be conducted by the designated Inspection Team and the Project-in-Charge (PIC) to verify that:

- A. All works have been completed in accordance with the approved plans, technical specifications, scope of work, and applicable engineering standards;
- B. All punch-list items and identified deficiencies have been satisfactorily corrected and completed;
- C. The quality of workmanship and installed materials is acceptable and free from defects;
- D. The project site has been properly cleaned, cleared of debris, and restored to an orderly condition; and
- E. All required reports, photographs, and supporting documents have been submitted.

Upon satisfactory compliance with all contractual requirements and acceptance of the completed works, PPA-PMO Marinduque/Quezon shall issue the corresponding Certificate of Completion and Acceptance as the basis for the processing of final billing and payment, subject to applicable accounting and auditing laws, rules, and regulations.

For purposes of Final Billing, the Contractor shall submit the following documents:

- A. Approved As-Built Plans/Drawings;
- B. Approved Recapitulation with complete forms and final quantification;
- C. Photo Documentation showing the project condition before, during, and after completion of the works;
- D. Signed Progress Billings forms;
- E. Affidavit certifying full payment of labor, materials, and other project-related obligations;
- F. Performance Security and Warranty Security, together with the corresponding Official Receipts; and
- G. Such other supporting documents as may be required by PPA-PMO Marinduque/Quezon.

Furthermore, a Final Inspection shall be conducted jointly by the Contractor and the authorized representative(s) of the PMO prior to the expiration of the one (1) year warranty period. During such period, the Contractor shall undertake, at its own expense, the repair, rectification, or replacement of any defective work, damage, or deficiency attributable to the use of substandard materials, construction defects, poor workmanship, or non-compliance with the requirements of the Contract. Upon satisfactory completion of all required corrective works and confirmation that no outstanding defects remain, the PMO may recommend the issuance of the Certificate of Final Acceptance in accordance with applicable PPA policies, rules, and regulations.

XII. GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

1. REPLACEMENT OF DAMAGED CEILING PANELS

1.1 Description

This item covers the removal and replacement of damaged ceiling materials in the public comfort room, including necessary framing repairs, installation of new ceiling panels, joint treatment, finishing, and repainting where specified.

1.2 Scope of Work

The Contractor shall:

- A. Removal of damaged ceiling panels and deteriorated materials within the approved work area.
- B. Inspection of the existing ceiling framework and supports.
- C. Replacement of damaged or deteriorated framing members, where included in the approved scope.
- D. Supply and installation of new ceiling panels matching the approved material and thickness.
- E. Installation of necessary screws, fasteners, jointing materials, and accessories.
- F. Application of joint compound, sealant, and finishing materials, as applicable.
- G. Sanding, surface preparation, and application of primer and paint to achieve a uniform finish, where specified.
- H. Collection, hauling, and proper disposal of construction debris.
- I. Cleaning and protection of the completed ceiling.

1.3 Execution

- A) The Contractor shall inspect the ceiling and identify the extent of damage before starting work.
- B) Damaged ceiling panels shall be removed carefully to avoid damage to electrical wiring, lighting fixtures, plumbing lines, and other existing installations.
- C) The exposed framing and supports shall be inspected. Defective members shall be replaced only as included in the approved scope or duly authorized variation.
- D) New ceiling panels shall be installed securely, properly aligned, and supported in accordance with the manufacturer's recommendations.
- E) Joints, edges, and screw heads shall be treated and finished to provide a smooth, uniform surface.
- F) Where painting is required, the surface shall be properly prepared, primed, and painted with the approved coating system.
- G) The completed ceiling shall be inspected for secure attachment, alignment, visible defects, and uniform finish.
- H) Any damage to existing utilities or facilities caused by the Contractor shall be repaired at no additional cost to the Procuring Entity.

1.4 Method of Measurement

The completed and accepted ceiling replacement shall be measured in square meters based on the actual surface area replaced, as verified by the Engineer.

Framing, painting, or other associated work shall not be measured separately if expressly included in the ceiling replacement item.

1.5 Basis of Payment

Payment shall be made at the approved contract unit price per square meter for the completed and accepted work. The unit price shall include labor, materials, tools, equipment, removal of damaged ceiling panels, installation of new panels, ordinary fasteners and accessories, joint treatment, finishing, debris disposal, and other incidental work specified

under this item.

2. REPLACEMENT OF PLUMBING FIXTURES AND ACCESSORIES

2.1 Description

This item covers the supply and installation of replacement plumbing fixtures and accessories identified in the approved BOQ and plans..

2.2 Scope of Work

1. Supply and install the specified replacement fixtures and accessories.
2. Provide compatible connectors, mounting hardware, seals, and fittings required for proper installation.
3. Connect fixtures to the existing water supply and drainage systems, as applicable.
4. Adjust and secure each fixture.
5. Conduct operational and leakage tests.
6. Remove packaging, surplus materials, and installation debris.

2.3 Execution

The Contractor shall verify the dimensions and condition of existing connections before installation. Fixtures shall be securely mounted, correctly aligned, and connected using compatible fittings and seals. Water supply connections shall be leak-free, and drainage connections shall discharge properly without leakage or obstruction.

Each installed fixture shall be tested for proper operation and checked for leaks before acceptance.

2.4 Method of Measurement

Fixtures and accessories shall be measured by the actual number of completed and accepted units, classified according to the BOQ. Different fixture types shall not be combined under one unit rate unless the BOQ clearly defines the composition of the item.

2.5 Basis of Payment

Payment shall be made at the approved contract unit price per fixture or accessory, including supply, delivery, installation, connections, fittings, mounting hardware, seals, testing, labor, tools, and incidental work expressly included in the item.