



TERMS OF REFERENCE FOR

“Maintenance of Comfort Rooms at Port of Estancia, Iloilo”

TABLE OF CONTENTS

- A. RATIONALE
- B. SCOPE OF UNDERTAKING/DESCRIPTION OF WORK
- C. BUDGETARY REQUIREMENTS
- D. TECHNICAL AND DOCUMENTARY REQUIREMENTS:
- E. OBLIGATIONS AND RESPONSIBILITIES
- F. DELIVERABLES
- G. SPECIFICATIONS
- H. CONTRACT DURATION
- I. INSPECTION AND TESTS

A. RATIONALE

1. This Terms of Reference (TOR) and Technical Specifications refer to the ***“Maintenance of PTB at Port of Buenavista, Guimaras”*** with approved Program of Works (POW) charged to PMO Panay/Guimaras Repair and Maintenance Funds for C.Y 2026.
2. The procurement process shall be in accordance with the provisions of R.A. 12009 with its Revised Implementing Rules and Regulations.

B. SCOPE OF UNDERTAKING/DESCRIPTION OF WORK

- The scope of works to be rendered by the winning bidder shall be as follows:

1. Mobilization, Demobilization and Clearing	lot	1.00
2. General Expenses		
2.1 Temporary Facility/Storage Area	lot	1.00
2.2 Construction Safety and Health Program	lot	1.00
3. Maintenance of Comfort Rooms		
3.1 Demolition of Floor Tiles and Countertop and Removal of Partitions and Fixtures	lot	1.00
3.2 Excavation of Septic Tank	sq.m.	14.40
3.3 Construction of Septic Tank	sq.m.	14.40
3.4 Supply, Deliver and Install Sanitary Pipes and Rough-Ins	lot	1.00
3.5 Supply, Deliver and Install Water Line Pipes and Rough-Ins	lot	1.00
3.6 Supply, Deliver and Install Ceramic Floor and Wall Tiles	sq.m.	56.11
3.7 Supply, Deliver and Install Ceiling Framing and Boards	sq.m.	36.25
3.8 Supply, Deliver and Install CR Partition	sq.m.	28.03
3.9 Supply, Deliver and Install Countertop	lot	1.00
3.10 Supply, Deliver and Install CR Fixtures	lot	1.00
- The equipment needed for the project:
 - 1-unit Angle Grinder
 - 1-unit Electric Drill with Bit

C. BUDGETARY REQUIREMENTS

The Philippine Ports Authority, PMO-Panay/Guimaras through its CY 2026 corporate funds intends to apply the sum of **Nine Hundred Seventy-Three Thousand Eight Hundred One Pesos (Php 973,801.00)** inclusive of VAT, being the Approved Budget for the Contract (ABC).

D. TECHNICAL AND DOCUMENTARY REQUIREMENTS:

The Service Contractor/provider shall submit the following documents to the Authority:

- PCAB License (Small A)
- DTI Certificate of Registration of Business Name or Sec Registration
- Current Mayor's Permit
- Phil-GEPS Registration
- VAT Certificate of Registration
- Current Tax Clearance issued by BIR
- Omnibus Sworn Statement
- List of Equipment, either owned, leased and/or has under Purchase Agreement to be used for the execution of the project, if applicable
- List of Key Personnel (Project Manager, Project Engineer, Construction Foreman, etc.)
- Bid Proposal / Quotation
- Bill of Quantities
- Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid and Cash Flow/Bar Chart

E. OBLIGATIONS AND RESPONSIBILITIES**1. OF THE SERVICE CONTRACTOR/SERVICE PROVIDER:**

- i. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- ii. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- iii. The Contractor shall be responsible for the safety of all activities on the Site.
- iv. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- v. The Contractor shall submit to the Authority the list of the company's key personnel to be assigned in the project.
- vi. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- vii. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- viii. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- ix. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.

- x. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.
- xi. Security and safety rules and regulation must at all-time be observed and implemented in adherence with the Authority security and safety requirements for the duration of the project.
- xii. Clearing of project site after the project shall also be implemented.
- xiii. Winning bidder/supplier shall shoulder all contingencies covering the foregoing projects without additional cost to PPA PMO Panay-Guimaras.
- xiv. If in case of unforeseen time restrictions on the deliveries, execution of work or weather disturbances, the winning bidder/supplier shall immediately inform thru writing the Authority on the request for time extension/suspension thereto whichever applies.
- xv. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- xvi. If in case of defects/damaged, winning bidder/supplier shall replace all-inclusive items within 15 calendar days from delivery otherwise the same shall be considered as INCOMPLETE DELIVERY and corresponding charges shall be deducted from the payable amount of the contract.
- xvii. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

1.1. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks	

certified by the BSP as authorized to issue such financial instrument.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 1.2. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

xviii. Any inquiry regarding the project must be directly refer to the Authority.

2. OF THE AUTHORITY

- i. Evaluate and Award the Contract to the winning bidder in accordance with the provision of RA 12009.
- ii. Identify, supervise and monitor the activities during the fabrication works and related services.
- iii. Pay to the service contractor the amount due to them as specified in the contract, actual accomplishment and presentation of Statement of Account supported with Acceptance Certificate, subject to existing government accounting rules and regulations.

F. DELIVERABLES

1. SET-UP AND DELIVERY

- All prices quoted should be express in peso and shall be inclusive of delivery and installation/set-up to site.
- Projects includes provision of Protective Personal Equipment (PPE's), First Aid Kit with Medicine, safety signage's and project signage during the duration of the project implementation.
- Project includes scaffoldings and provision of Temporary Filed Office, location to be identified and assigned by the Authority.
- All material included in the projects must be delivered on site as prescribed.

2. WARRANTY

The project shall be covered by a warranty, duly evidenced by a Warranty Certificate intended for the project covering a period of one (1) year to commence a day after its final inspection and acceptance.

- For the procurement of Infrastructure Projects, the following warranties shall be made:
62.2.1 From the time project construction commenced up to final acceptance, the contractor shall assume full responsibility for the following: a) any damage or

destruction of the works except those occasioned by force majeure; and b) safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction work.(a)

62.2.2 One (1) year from project completion up to final acceptance or the defects liability period.

62.2.2.1 The contractor shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

62.2.2.2 The defects liability period shall be covered by the Performance Security of the contractor required in Section 39.1 of this IRR, which shall guarantee that the contractor performs his responsibilities stated in the immediately preceding Section. If the contractor fails to 115 As amended by GPPB Resolution No. 15-2020, dated 28 July 2020, published in the Official Gazette on 21 September 2020. The 2016 Revised Implementing Rules and Regulations – Annex “A” 92 comply with its obligations under Section 62.2.2.1 of the IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any competitive bidding. All payables of the GoP in his favor shall be offset to recover the costs.

Form of Warranty Security	Amount of Warranty Security (Not less than the required percentage of the Total Contract Price)
a) Cash or Letter of Credit issued by a Universal or Commercial Bank: Provided, however, That the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, the Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)
b) Bank guarantee confirmed by a Universal or Commercial Bank. For biddings conducted by LGUs, the bank draft/guarantee may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Ten percent (10%)
c) Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

3. DOCUMENTATION

Photos of project before, during and after project implementation should be supported with visuals photos and as built plan duly signed by the contractor and the Authority and shall form part of the documents to be submitted upon request for payment of the project.

G. SPECIFICATIONS

The winning bidder must always refer and adhere to the approved plans of the project and specifications on the following items;

General Requirements

The Contractor shall provide all labor, materials, tools, equipment, supervision, transportation, testing, cleaning, and incidentals necessary to complete the works. All materials shall be brand new and approved by the Authority. Upon completion, the Contractor shall clean the work area, remove all debris, and turn over the completed works in a safe, functional, and acceptable condition. A minimum one (1) year warranty on workmanship and materials shall be provided from the date of final acceptance.

Plumbing Works, Ceiling Works, Toilet Fixtures and Tileworks

All pipes, fitting traps, fixture, appurtenances and devices of plumbing and drainage system shall be inspected and approved by the engineer to ensure compliance with all requirements of all codes and regulation referred to in these specifications.

Use any commercial brand sanitary pipes, fittings, accessories, materials and all works obviously necessary for the proper functioning of all specifications or indicated in the drawing are included in this works.

Use 60x60cm non-skid tile for flooring. Other tile sizes shall be referred to as per specifications.

The tiles and their accessories shall be free from imperfection that affects their quality, appearance and strength. The tile should be thoroughly soaked in water before installation. All tiles for wainscoting shall be set to correct grades and levels true to lines and laid even in accordance with the details shown on the drawing the tiles shall be firmly laid on 1:2 cement paste.

CR Wall Partition

This item shall consist of furnishing all labor, materials, tools, equipment, hardware, accessories, and other incidentals necessary for the complete fabrication and installation of partition walls, in accordance with these Specifications, approved plans, detailed drawings, and the manufacturer's recommendations.

Partition panels shall be 12 mm thick High-Pressure Compact Laminate (HPL) Board, moisture-resistant, impact-resistant, and suitable for heavy-duty public use. The color and finish shall be as approved by the Project Engineer prior to installation.

All accessories and hardware, including but not limited to aluminum or stainless-steel support profiles, brackets, fasteners, hinges, locks, edge trims, and other required fittings, shall be of approved quality and compatible with the partition system.

Partition walls shall be accurately set out and installed true to line, level, plumb, and securely fixed to support structural elements. Joints shall be neat, tight-fitting, and properly aligned to provide a clean and uniform appearance. Exposed edges shall be finished in accordance with the manufacturer's recommendations.

1. CONTRACT DURATION

- Completion of the project is required within **Eighty (80) calendar days** upon receipt of Notice to Proceed

H. INSPECTION AND TESTS

- Items/Units shall be brought/deliver to site and shall undergo in testing and/or inspection by PPA Representative upon completion of the project whenever applicable.

- Once the project reaches an accomplishment of ninety-five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

Prepared and Submitted by:



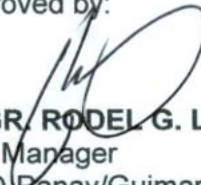
ENGR. MAYLENE G. ARANTE
Manager, Engineering Service Division

Recommending Approval:



ENGR. ROBERT M. JALBUENA
BAC Chairperson
PMO-Panay/Guimaras

Approved by:



ENGR. RODEL G. LAGMAY
Port Manager
PMO-Panay/Guimaras

3.09	Supply, Deliver and Install Countertop Amount in Words and centavos)	lot	1.00		
3.10	Supply, Deliver and Install CR Fixtures Amount in Words and centavos)	lot	1.00		
Total					

Submitted by:

Name of the Representative of the Bidder Date:

Position
Name of the Bidder

3.02	<u>Excavation of Septic Tank</u> _____ Amount in Words _____ and _____ centavos)	Sq.m.	14.40		
3.03	<u>Construction of Septic Tank</u> _____ Amount in Words _____ and _____ centavos)	Sq.m.	14.40		
3.04	<u>Supply, Deliver and Install Sanitary Pipes and Rough-Ins</u> _____ Amount in Words _____ and _____ centavos)	lot	1.00		
3.05	<u>Supply, Deliver and Install Water Line Pipes and Rough-Ins</u> _____ Amount in Words _____ and _____ centavos)	lot	1.00		
3.06	<u>Supply, Deliver and Install Ceramic Floor and Wall Tiles</u> _____ Amount in Words _____ and _____ centavos)	Sq.m.	56.11		
3.07	<u>Supply, Deliver and Install Ceiling Framing and Boards</u> _____ Amount in Words _____ and _____ centavos)	Sq.m.	36.25		
3.08	<u>Supply, Deliver and Install CR Partition</u> _____ Amount in Words _____ and _____ centavos)	Sq.m.	28.03		

Bill of Quantities

Maintenance of Comfort Rooms at Port of Estancia, Iloilo (MPF-PNG-16-2026)					
Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
I.	<u>Mobilization /Demobilization</u> _____ Amount in Words _____ and _____ centavos)	lot	1.00		
II.	<u>General Expenses</u>				
2.01	Temporary Facility/Storage Area _____ Amount in Words _____ and _____ centavos)	l.s.	1.00		
2.02	Construction Safety and Health Program _____ Amount in Words _____ and _____ centavos)	l.s.	1.00		
III.	<u>Maintenance of Comfort Rooms</u>				
3.01	Demolition of Floor Tiles and Countertop and Removal of Partitions and Fixtures _____ Amount in Words _____ and _____ centavos)	lot	1.00		

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

BID FORM

Date : _____
Project Identification No. : _____

To: **ENGR. RODEL G. LAGMAY, Port Manager**
Address: PMO Panay/Guimaras, Brgy. Loboc, Lapaz, Iloilo City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: ***“Maintenance of PTB at Port of Buenavista, Guimaras”***;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and 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 the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

¹ currently based on GPPB Resolution No. 09-2020