

# TERMS OF REFERENCE FOR

## *Repair of Port Terminal Building at Port of Estancia, Iloilo*

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#### A. RATIONALE

1. This Terms of Reference (TOR) and Technical Specifications refer to the "***Repair of Port Terminal Building at Port of Estancia, Iloilo***" with approved Program of Works (POW) charged to PMO Panay/Guimaras Repair and Maintenance Funds for C.Y 2023.
2. The procurement process shall be in accordance with the provisions of R.A. 9184 with its Revised Implementing Rules and Regulations.

#### B. SCOPE OF UNDERTAKING/DESCRIPTION OF WORK

- The scope of works and services to be rendered by the winning bidder shall be as follows:
  - 1.00 Mobilization/Demobilization**
  - 2.00 General Expenses**
    - 2.01 Provision of Safety and Health Program
  - 3.00 Removal / Demolition / Disposal Works**
    - 3.01 Removal of existing fascia board, gutter, and CR tiles at PTB
  - 4.00 Roofing Works**
    - 4.01 Supply/ Deliver/ Replace existing fascia board and gutter
  - 5.00 Repair of Comfort Rooms**
    - 5.01 Supply/ Deliver/ Replace damaged wall tiles
  - 6.00 Painting Works**
    - 6.01 Repainting of elevated water tank, and exterior of PTB
  - 7.00 Waterproofing Works**
    - 7.01 Supply/ Deliver/ Apply Waterproofing on RC Elevated Water Tank

The equipment needed for the project:

- 1-unit Hauling Truck/Stake Truck
- 1-unit Elect. drill
- 1-unit Angle Grinder

#### C. BUDGETARY REQUIREMENTS

The Philippine Ports Authority, PMO-Panay/Guimaras through its CY 2023 corporate funds intends to apply the sum of **Nine Hundred Twenty-Eight Thousand Eight Pesos and 88/100 Only (Php 928,008.88)** 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 B)
- 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
- 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.
- Submission of ALL DOCUMENTARY REQUIREMENTS will apply the one (1) envelope system duly sealed and signed by the contractor/contractor's representative. Folder comprising the documentary requirements must have a covering indicating the project name and ID of the project address to the BAC Chairman. It is also advised to observe proper labeling and use of table of contents for easy access of the documents submitted.

## **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)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p>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.</p>	<p>Ten percent (10%)</p>
<p>(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.</p> <p>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.</p>	

(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%)
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- 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. All demolished and salvage materials must be properly turn-over and reported to the Authority for proper safekeeping or disposal.
- xix. 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 9184.
- 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 deliver 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)
<p>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.</p>	Five percent (5%)
<p>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.</p>	Ten percent (10%)
<p>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.</p>	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**

- ✓ General Expenses
  - Proper used of PPE’s and allocation of first aid kit in the project area as specified in the safety program must be implemented.
  - Installation of project safety signages and enclosures must be implemented during the project duration.
  - Used of scaffoldings in the demolition of roof fascia board, gutter and repainting of exterior walls of the building including the exterior of elevated water tank must be observed.
- ✓ Roofing Works

TERMS OF REFERENCE

- Used Hardie Senepa, 12" x1/2" for the senepa and 0.6mm x600mm pre-painted Spanish gutter duly screwed and applied with sealant.
- ✓ **Repair of Comfort Rooms**
  - The winning bidder must always refer and adhere to the approve plans of the project.
  - Install 60x60cm ceramic tiles for CR walls with tile trim in the edges using heavy duty adhesive
  - Remove and install new panel door with jamb, 0.90m x2.10m (Lacquer finish) door for comfort rooms.
- ✓ **Painting Works**
  - Surface preparation must be properly clean using pressure washer to remove all dirt's and any loose, peeling paint with a paint scraper and sandpaper. Sand all edges to smooth the surface and help the new paint adhere. Scrub all surfaces with a mild detergent and a sponge or rag to remove all dirt, grease, oil, etc. Rinse surface well and allow to dry.
  - Paint to be used shall be Latex paint and shall be painted with paint in two (2) coats following the required colored specified in the plan.
- ✓ **Waterproofing Works**
  - Application of waterproofing for the interior of the elevated water tank using water -base waterproofing applied in 2-coats.

**H. CONTRACT DURATION**

- Completion of the project is required within **Ninety (90) calendar days** upon receipt of Notice to Proceed

**I. 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.

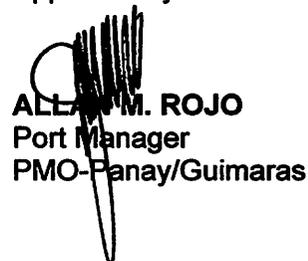
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