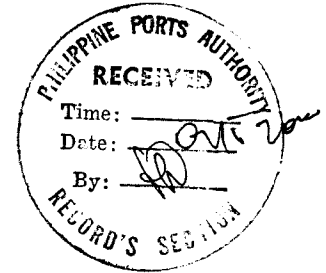


15 February 2000

PPA ADMINISTRATIVE ORDER
NO. 03 - 2000



TO : District Managers, Port Managers,
Department Managers and
Others Concerned

SUBJECT : **REVISED GUIDELINES IN THE CONDUCT OF PUBLIC
BIDDING AND COMPARATIVE EVALUATION FOR
CARGO HANDLING SERVICES**

1. AUTHORITY

- 1.1 Sections 6a (ii), (iii) and (v), and b (vi), Presidential Decree No. 857, as amended.
- 1.2 PPA Board Resolution No. 912, as adopted on December 17, 1987, re: Policy on the Cargo Handling Contract System.
- 1.3 PPA Board Resolution No. 1797, as adopted on 11 October 1999, re: Revised Delegation of Authority for Operations Office.

2. SCOPE

This Order shall govern the public bidding and comparative evaluation in the award of cargo handling services in government ports under PPA jurisdiction.

3. OBJECTIVES

- 3.1 To improve the conduct of public bidding and the procedures on comparative evaluation in the award of cargo handling services.
- 3.2 To serve as guide in the conduct of public bidding and comparative evaluation for cargo handling and related services.

4. POLICY STATEMENTS

- 4.1 Cargo handling services shall be subject to public bidding or comparative evaluation.
- 4.2 Contract for cargo handling services of more than three (3) years shall be awarded thru public bidding.

- 4.3 Cargo handling permits of three (3) years and below in ports where the average annual cargo throughput for the last five (5) years did not exceed 30,000 metric tons and the operations is primarily manual shall be awarded thru comparative evaluation.

5. **GUIDELINES FOR PUBLIC BIDDING**

5.1 ***When To Conduct Public Bidding***

The Port Manager concerned shall recommend to the District Manager the conduct of the public bidding for cargo handling services at least six (6) months before the expiry of the contract and a comparative evaluation at least three (3) months before expiry of the permit to operate.

5.2 ***Prequalification, Bids and Awards Committee (PBAC) and Its Functions***

5.2.1 ***Constitution of the PBAC***

A PBAC is hereby constituted for the conduct of public bidding for cargo handling services with the following members or as may be determined by the General Manager:

- | | | |
|---------------|---|---|
| Chairman | - | District Manager |
| Vice Chairman | - | Port Manager |
| Members | - | Manager, Legal Affairs Division |
| | - | Manager, Port Services Division |
| | - | Private Sector (nominated by the Port Management Advisory Council [PMAC]) |
| Observer- | - | COA Resident Auditor or Representative |
| | - | Head Office: Managers of POSD and LSD, or authorized representatives. |

5.2.2 ***Functions of the PBAC***

The PBAC thus constituted shall have the following functions:

- a) Prepare the Terms of Reference (TOR) and the Instructions to Bidders (ITB) for the specific port subject to bidding, using as guide the pro-forma TOR and the ITB provided in Annex "A" and "B", respectively.
- b) Prepare bid documents, forms and related requirements.

- c) Cause the publication of the “Invitation To Prequalify And To Bid” in newspaper of general/national circulation for ports with contracts of five (5) years and above and in local newspaper for other ports with contracts of less than five years.
- d) Determine the cost of bid documents and forms to be paid by the interested applicants.
- e) Review the completeness of documentary requirements and evaluate the same using the prequalification/selection factors.
- f) Send appropriate notices to prequalified applicants and disqualified bidders.
- g) Receive sealed bids for the “*Technical Offer*” and the “*Financial Offer*”.
- h) Open, initial/sign all pages of the bids and evaluate the same.
- i) Recommend the winning bidder to the General Manager *for approval*.
- j) Send “*Notice of Award*” upon approval of the General Manager to the winning bidder and inform the losing bidder/s including the return of unopened bids and bidder’s bonds.
- k) Prepare the cargo handling contract using the suggested pro-forma contract attached as Annex “C “ hereof for review and approval by Head Office pursuant to the “Revised Delegation of Authority.”
- l) Send the corresponding “*Notice to Commence Operations*” to the winning bidder.
- m) Promulgate necessary supplementary issuances pertinent to the bidding process to address peculiar conditions and situations in the port.
- n) Keep records of all its proceedings.
- o) Perform other PBAC-related functions as may be urgent and necessary to carry out the expeditious conduct of the bidding.

5.2.3 *Designation of the PBAC Secretariat*

The Chairman of the PBAC shall designate a Secretariat to assist in carrying out the tasks and functions of the PBAC.

5.3 Bidding Procedures

The procedures in the conduct of any public bidding for cargo handling services shall be as follows:

5.3.1 Invitation to Bid and Prequalify

The PBAC shall cause the publication of the “*Invitation to Prequalify and Bid*” in a newspaper of general/national circulation for a bidding of cargo handling services in ports with contracts of five (5) years and above, and in local newspapers for other ports with contracts of less than 5 years, at least once a week for two (2) weeks. At the same time, copies of the “Invitation” shall be posted in conspicuous places at the PDO, PMO and the port or terminal subject to bidding.

5.3.2 Prequalification Forms

The PBAC shall provide interested bidders with “*PB Form 1*” for purposes of prequalification for the public bidding.

5.3.3 Prequalification of Interested Bidders

The PBAC shall prequalify responding bidders by evaluating their prequalifications using, among others, such factors like completeness and authenticity of required legal financial and other documents submitted, minimum requirements for paid-up capital, working capital and bank deposit (where applicable), primary purpose of the company/firm and other relevant information and data to establish that such applicants are qualified to participate in the public bidding.

5.3.4 Bid Forms

The PBAC shall provide the corresponding forms to the prequalified bidders “*PB Form 2*” for the Technical Offer and “*PB Form 3*” for the Financial Offer after payment of the prescribed fees.

5.3.5 Pre-Bid Conference

The PBAC shall conduct pre-bid conference/s with prequalified bidders to discuss the requirements and the conduct of the public bidding, including the “*floor*” estimate for the Financial Offer.

5.3.6 Submission of Technical and Financial Bids

The prequalified bidders shall be required to submit two (2) separate sealed envelopes each for the “*Technical Offer*” using “*PB Form 2*” with all its document requirements therefore and the “*Financial Offer*”

using the "PB Form 3", on the date, time and place prescribed for submission.

5.3.7 *Bid Security/Bond*

The bid security in the form of cash or manager's/cashier's check in the name of PPA encashable in venue to be prescribed by PBAC shall be included in the envelope containing the *Financial Offer*. This is to guarantee that the winning bidder, if awarded, shall enter into a contract with the Authority.

5.3.8 *Floor and Ceiling Estimates for Financial Offer*

The "ceiling" estimate shall not be announced/revealed by the PBAC until immediately before the opening of sealed Financial Offer.

5.3.9 *Opening and Evaluation of Technical and Financial Offers*

On the date specified for the opening of bids, the PBAC shall open, review and evaluate the Technical and Financial Offers and determine whether the technical and financial capability and other bidding requirements comply with the set criteria to select the most qualified bidder to manage and operate such services in the port subject to bidding.

5.3.10 *Notification of Results of the Public Bidding*

The PBAC shall formally notify the winning bidder and all the losing bidders of the results of the bidding. The bid bonds of bidders who ranked second and third shall be returned only after the winning bidder has entered into a contract with PPA.

5.3.11 *Notice of Award*

The PBAC shall prepare the corresponding resolution, notice of awards, contract and all pertinent documents attendant thereto and forward the same to the General Manager, thru the Assistant General Manager for Operations.

The corresponding Notice of Award shall be forwarded to the winning bidder after the approval of the General Manager of the result of the bidding.

5.3.12 *Failure/Refusal to Enter Into Contract*

Failure or refusal by the winning bidder to enter into contract within the specified time shall cause the nullification of the award, disqualification of the winning bidder to any subsequent public bidding for cargo

handling services and forfeiture of the bid security in favor of the Authority.

5.3.13 Consideration for Next Ranked Bidder/s

In the event of refusal, inability or failure of the winning bidder to make good its bid by entering into contract with the Authority within the specified time, the second ranked bidder may be considered for award provided that it shall match the bid or offer of the former. This rule may likewise apply to the third ranked bidder in case the second ranked bidder refuse. Otherwise, the cargo handling services shall be advertised anew for public bidding.

5.4 Bid Information, Data and Documents

5.4.1 Terms of Reference (TOR)

The TOR shall define the scope of the undertakings, rights, obligations and responsibilities expected from both the Authority and the winning bidder. The suggested pro-forma TOR in Annex "A" hereof may serve as guide for the PBAC in preparation thereof.

5.4.2 Instructions to Bidders (ITB)

The ITB shall contain all PPA requirements, procedures and instructions for the bidding process to be complied with by interested bidders. The suggested pro-forma ITB in Annex "B" hereof may serve as guide for the PBAC in the preparation thereof.

5.4.3 Pro-Forma Cargo Handling Contract

The suggested pro-forma contract (Annex "C") may be used by the PBAC in the preparation of the corresponding cargo handling contract to be signed by and between the Authority and the winning bidder.

5.4.4 Bid Information, Data and Forms

In addition to the foregoing documents, the following information, data and bid forms shall be provided, if available, to prequalified bidders:

- a) Fees, rates and charges collectible by the cargo handling operator,
- b) Cargo and vessel traffic of the port for the last ten (10) years,
- c) Gross cargo handling revenue of the port for the last five (5) years,
- d) Physical description and/or plan layout of the port or terminal,

- e) Cargo handling service productivity rate per commodity type and mode of handling obtaining in the port,
- f) Bid forms (PB Form 2, PB Form 3 & PB Form 4), and
- g) Other data relevant and necessary for the bidding.

5.5 Selection Factors for Public Bidding

The PBAC shall formulate and submit for the approval of the General Manager, appropriate selection factors depending on the requirements and characteristics of port and cargo handling operations of the port subject to public bidding

5.6 Negotiated Award of Contract

5.6.1 Conditions for Negotiation

Negotiated award of cargo handling contract may, subject to the approval by the General Manager, be resorted to by the PBAC only when there is failure of public bidding for two (2) times. There shall be a failure of public bidding when anyone or more of the following instances exists:

1. No interested bidder responded to the Invitation to Prequalify and Bid.
2. Only one (1) bidder responded to the said invitation.
3. None of the interested bidders who responded is prequalified.
4. Only one (1) interested bidder is found to be prequalified.
5. None of the prequalified bidders submitted the Technical and Financial Proposals/Offers.
6. Only one (1) of the prequalified bidders submitted both the Technical and Financial Proposals/Offers.
7. None of the Technical and Financial Proposals submitted by the prequalified bidders is responsive and/or complying.
8. The winning bidder eligible for award refused or failed to enter into contract with the Authority.

5.6.2 Procedures of Negotiation

Subject to the approval of General Manager or the Board, the PBAC may negotiate for the award of a cargo handling contract in the following cases:

- a) Where only one (1) interested bidder is prequalified, the negotiation may be with the only prequalified bidder first. If there is none, or if it failed, negotiation may be with the prequalified bidder who responded with the second

prequalification, and if none, or if it failed, the negotiation may be with the prequalified bidder who responded in the first prequalification, provided that the prequalified bidders considered for negotiation are qualified to undertake the cargo handling services as called for in the bid documents.

- b) Where there has been a failure of bidding, the negotiation may be first with the highest responsive evaluated bid but whose evaluated financial bid is lower than the approved financial bid. If the foregoing situation does not occur, the negotiation may first be with the bidder with the best technical bid, and so on, until the award of the contract.
- c) In the event that no negotiation can be made under the conditions aforementioned, or no award resulted under the same, the PBAC may invite the existing operators or other operators of similar port to submit their proposal in accordance with the guidelines, provided that those invited have very satisfactory performance.
- d) The procedure in the submission of the proposals and the documents to be submitted under the negotiated award may still be those provided in these guidelines. However, the submission of required documents can be under the one (1) stage, one (1) envelope system and the evaluation can be done on a one (1) stage basis.
- e) Under negotiated award, the approved financial bid/offer used in the bidding may not be required for purposes of award. The financial consideration as basis for the award may be agreed upon between the PBAC and the negotiating bidder.
- f) Unless the General Manager designates a negotiating committee, the PBAC may hall be the designated negotiator for PPA. The agreed financial consideration may be recommended for approval. Upon the approval of the financial consideration, the Notice of Award may be issued. All the succeeding procedures and documents required to be submitted, may now be in accordance with the pertinent provisions of these guidelines

6. GUIDELINES FOR COMPARATIVE EVALUATION

6.1 Constitution of a Comparative Selection and Evaluation Committee (COSEC)

The Comparative, Selection and Evaluation Committee (COSEC) is hereby constituted for the conduct of comparative evaluation in the PMO concerned with the following members or as may be determined by the General Manager.

Chairman	-	Port Manager
Vice Chairman	-	Manager, Legal Affairs Division
Members	-	Manager, Port Services Division
	-	Terminal Supervisor (PMO or TMO concerned)
Observer	-	COA Auditor of the PMO

6.2 Designation of the COSEC Secretariat

The Chairman shall designate and constitute a Secretariat to assist in carrying out the task and functions of the COSEC.

6.3 Duties and Functions of the COSEC

- 6.3.1 Prepare Terms of Reference, forms and other documents required for the comparative evaluation using the TOR and forms as guide in the preparation thereof.
- 6.3.2 Determine and formulate the selection factors.
- 6.3.3 Determine the cost of the evaluation documents and forms to be paid by the interested applicants.
- 6.3.4 Evaluate the documentary requirements based on the selection factors provided in Annex "E".
- 6.3.5 Recommend the winning applicant-offeror, either to the Port Manager or District Manager, pursuant to the existing RDA of the Operations Office.
- 6.3.6 Keep records of all its proceedings.

6.4 Procedures for Comparative Evaluation

The COSEC shall:

- 6.4.1 Invite interested applicants for the comparative evaluation process by proper publication of at least two (2) times within two (2) weeks in local newspapers and posting appropriate announcements in conspicuous places in the PMO, Terminal Management Office (TMO) and in the port subject to the selection process, for a period of two (2) consecutive weeks.
- 6.4.2 Conduct pre-selection meeting/s to discuss the procedures and requirements of the selection process.

- 6.4.3 Provide corresponding forms after payment of the prescribed fees for such purpose.
- 6.4.4 Receive the evaluation documents and offers from interested applicants within the prescribed date and time.
- 6.4.5 Review, evaluate and select the most qualified applicant using the comparative evaluation factors prescribed and approved for such purpose.
- 6.4.6 Prepare the corresponding contract or permit with all its documentary requirements for review and approval, either by the Port Manager, the District Manager or AGM for Operations, pursuant to the new RDA of the Operations Office.
- 6.4.7 Notify the winning applicant-offeror and the other applicants of the result of the comparative evaluation conducted.
- 6.4.8 Whenever applicable and appropriate, use as reference the guidelines contained in Section 5 hereof for the conduct of public bidding.

7. ***RECORD OF PROCEEDINGS***

The PBAC and COSEC shall record all its proceedings of the bidding and the comparative evaluation selection processes. A report of such proceedings shall be submitted together with the cargo handling contract or permit to operate to concerned offices of the Authority.

8. ***ISSUANCE OF SUPPLEMENTAL REGULATIONS***

The General Manager may promulgate such supplementary regulations and additional guidelines to address peculiar and existing conditions in the port which are necessary for the efficient and expeditious conduct of the public bidding or comparative evaluation.

9. ***VENUE OF COURT CASES RESULTING FROM PUBLIC BIDDING***

The venue of any action or case arising from the conduct of public bidding shall be laid solely and exclusively with the proper court in the place where the Port District Office (PDO) is located, which has jurisdiction over the port subject to bidding.

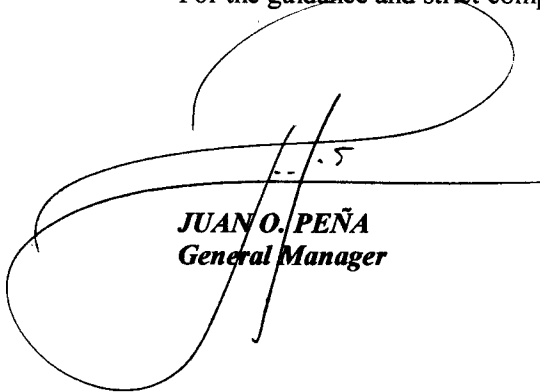
10. ***REPEALING CLAUSE***

PPA Admin. Order No. 3-90 dated 14 May 1990 is hereby amended by substitution and all PPA policies, regulations and other issuance or parts thereof which are inconsistent with or contrary to any of the provisions of this Order shall be deemed repealed or modified accordingly.

10. EFFECTIVITY

This Order shall take effect fifteen (15) days after publication in a newspaper of general/national circulation.

For the guidance and strict compliance of all concerned.



A large, stylized handwritten signature in black ink, appearing to be 'J. O. Peña', is written over the printed name and title.

JUAN O. PEÑA
General Manager

Attachments: As stated

POSD/DPB
AO bidding & ce
02112000

Published in the following newspapers:

1. Philippine Star)
2. Manila Standard) February 17, 2000

Effectivity Date - March 3, 2000

**TERMS OF REFERENCE FOR THE BIDDING OF THE
CARGO HANDLING SERVICES OF THE
PORT OF _____**

1. RATIONALE/OBJECTIVES

- 1.1 This Terms of Reference (TOR) shall serve as guide to parties interested to participate in the public bidding of arrastre, stevedoring and related services at the Port of _____.

2. SCOPE OF UNDERTAKING

- 2.1 The operational area to be granted to the winning bidder shall cover the existing facilities and pier structures particularly described and delineated in the Port Layout Plan hereto attached as Attachment "1" and made part hereof.
- 2.2 The services subject to public bidding shall include, but not limited to, arrastre, stevedoring, portorage and other related services as may be determined and authorized by the AUTHORITY.

3. DESCRIPTION OF SERVICES

The services to be provided include arrastre and stevedoring (other related services). Specifically, arrastre service is the act of receiving, delivery/transfer, checking, sorting, piling, custody of cargo or merchandise passing through piers or wharves, its transit sheds or warehouses and open storage areas within the jurisdictional area of responsibility of the operator.

Stevedoring service includes all work on board vessel, that is the process or act of loading and unloading cargo, stowing inside hatches, compartments and on deck or open cargo spaces on board vessel, and related services to stevedoring are rigging ship's gears, opening and closing of hatches, securing cargo stored on board by lashing, shoring and trimming.

Portorage (definition)

4. OBLIGATIONS AND RESPONSIBILITIES

4.1 The Cargo Handling Contractor

4.1.1 Financial Consideration:

- a) Remit to the Authority the government share from the operator's gross revenue.

4.1.2 *Cargo Handling and Other Related Services:*

- a) Provide and operate efficient cargo handling services in accordance with the standards prescribed by the Authority.
- b) Provide and maintain the required minimum cargo handling and safety equipment and gears, in serviceable and readyline conditions.
- c) Load and discharge cargoes to and from vessels, weather and ship's gear permitting, in accordance with prescribed production rates.
- d) Control pilferages of damages to cargo which shall not be more than one percent (1) of the contractor's gross revenue for the current year.
- e) Accept liability and pay promptly to port users concerned for any loss, damage or non-delivery of cargoes, as decided by the PPA Claims and Adjudication Committee.
- f) Employ and utilize members of the existing labor force needed in the cargo handling operations, subject to existing PPA regulations, labor laws and jurisprudence.
- g) Respect existing collective bargaining agreements of port labor in the port subject to bidding.
- h) Collect rates and charges for services rendered pursuant to approved cargo handling tariffs, including approved RORO rates.
- i) Maintain the port and its facilities in clean, safe, usable and proper working condition.
- j) Submit to the Authority detailed reports of cargo and vessel movements in the port following the form, substance and frequency prescribed by PPA.
- k) Post the required performance bond either in the form of cash, manager's check, or cashier's check, secured from the Government Service Insurance System (GSIS) to guarantee full performance and compliance with every stipulation, terms and condition of the cargo handling contract.
- l) Make available at all times during office hours, for inspection, examination and audit by the Authority, the Commission on Audit (COA) and other government agencies exercising visitorial powers all books of accounts, properties, inventories, payrolls and financial records of the Contractor, including records of cargo received and delivered, and all other labor agreements and contracts as well as other

**BIDDING OF CARGO HANDLING SERVICES
FOR THE PORT OF _____**

INSTRUCTION TO BIDDERS

1. SUBJECT OF BIDDING

The subject of this bidding is the management and operations of cargo handling services at the Port of _____, which encompasses the area of _____ (exact area of operations).

2. DESCRIPTION OF SERVICES

The services to be provided include arrastre and stevedoring (other related services). Specifically, arrastre service is the act of receiving, delivery/transfer, checking, sorting, piling, custody of cargo or merchandise passing through piers or wharves, its transit sheds or warehouses and open storage areas within the jurisdictional area of responsibility of the operator.

Stevedoring service includes all work on board vessel, that is the process or act of loading and unloading cargo, stowing inside hatches, compartments and on deck or open cargo spaces on board vessel, and related services to stevedoring are rigging ship's gears, opening and closing of hatches, securing cargo stored on board by lashing, shoring and trimming.

Porterage (Description/ or definition)

Related Services (Description or definition)

3. PREQUALIFICATION, BIDS AND AWARDS COMMITTEE (PBAC)

The General Manager shall constitute a PBAC in each Port District Office, which is responsible for the prequalification, bidding, evaluation and recommendation for the award of the cargo handling contract. All documents relative to the prequalification and bidding shall be addressed to the PBAC Chairman who has jurisdiction over the port subject to bidding.

4. PARTIES TO BID AND ACCEPTANCE OF BID

Only bidders duly prequalified and notified by PBAC can participate in the bidding for the cargo handling services at the Port of _____.

documents or papers in connection with the Contractor's cargo handling operations.

m) Comply with all other applicable regulations of the AUTHORITY.

4.2 THE AUTHORITY

a) Grant the cargo handling operator the contract to render cargo handling services for the Port _____.

5 RIGHTS

5.1 THE CONTRACTOR

5.1.2 Financial:

a) Collect all fees and charges on all services rendered to clients as prescribed or approved by the Authority except rates, fees and charges collectible by the Authority.

5.2 THE AUTHORITY

5.2.2 Financial:

a) Collect the prescribed government share derived from the gross revenue from cargo handling services and other authorized related services of the Contractor.

5.2.3 Operational:

a) Supervise and control the cargo handling operations and other related services being rendered by the Contractor to ensure maximum efficiency of the cargo handling contractor.

b) Exercise audit and visitorial powers over the Contractor.

c) Take over cargo handling operations from the Contractor for reasons or causes as provided for in the contract and under regulations of the Authority.

d) During takeover, exercise control of serviceable cargo handling equipment and gears, as may be needed by it to ensure continuous and uninterrupted port and cargo handling operations.

5 BIDDERS' COMPETENCE AND EXPERIENCE

Mere issuance of the prescribed official bid forms herein mentioned shall not be construed as full and final recognition of the bidders' competence as cargo handling operators. PPA reserves the right to examine more carefully the competence and responsibility of a bidder during any stage of the bidding or before the actual award of the contract and to reject any bid when the facts as to the primary purpose of the company, organization, financial resources and operational and management capability compared with the requirements of the undertaking to bid upon, justify such rejection. Competence of a bidder as herein mentioned shall comprise reasonable acquaintance with, adequate preparation for, and technical and financial ability to undertake efficient management and operations of subject port for which the bid is to be submitted.

6 BIDDERS' ELIGIBILITY

- 6.1 Firms allowed to participate in the prequalification and in the bidding may either be individual, sole proprietorship, partnership, cooperatives, corporation, or a joint venture duly registered with the appropriate government agency.
- 6.2 Corporations duly organized, registered or licensed under the laws of the Philippines and at least sixty percent (60%) of the capital stock of which belongs to Filipino citizens shall be allowed to participate in the prequalification and in the bidding process.
- 6.3 A winning joint venture is not allowed to reduce or to replace any member of the formation of the new corporation, however, a new additional member is allowed provided that it is approved by PPA prior to the formation of the new corporation.
- 6.4 A foreign firm can become a member of a joint venture provided that its interest shall not be more than forty percent (40%) of the capital stock in the new corporation to be formed in case the joint venture is the successful bidder.
- 6.5 Only eligible bidders as defined above may be awarded contracts if the same bidders are found qualified.
- 6.6 Firms whose existing contract has been pre-terminated due to the fault of the firm or those under suspension, or those with arrears with PPA are not eligible to participate in the bidding. In the case of the latter, payment of the arrears will lift the disqualification.
- 6.7 Only one (1) of the firms with interlocking interest, directors and/or officers or whose major principals and/or stockholders are one and the same is eligible to participate in the bidding. The rest shall be disqualified.

7 PROSPECTIVE BIDDERS' RESPONSIBILITIES AND DISCLAIMER

- 7.1 The prospective bidder shall be responsible for having taken steps to carefully examine all the prequalification and bid documents. Failure to do so shall be at the bidder's risk.
- 7.2 It shall be the sole responsibility of the prospective bidder to determine and to satisfy himself by such means as necessary or desirable as to all matters pertaining to the services, including the location of the port and the extent of the services, the climatic conditions of the area, the availability of labor, transportation and communications and other factors that may affect his costs and price. The prospective bidder by the act of submitting his bid acknowledges that he has inspected the port location and determine the general conditions of the same.
- 7.3 Prior to the submittal of bids, the prospective bidders are considered to have become familiar with all existing laws, decrees, ordinances and regulations of the Philippines and of the locality where the port is located.
- 7.4 The Authority shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective bidder out of the information and data furnished by the Authority.
- 7.5 The Authority has the right to reject any or all bids or to declare a failure of prequalification or bidding pursuant to the provisions of this guidelines and the right to verify the statements submitted.
- 7.6 The Authority assumes no obligation whatsoever to compensate or indemnify the bidders for any expenses or loss that they may incur in the preparation of their bids nor does the Authority guarantee that an award will be made.

8 SITE INSPECTION OF THE PORT

Bidders shall inspect the location of the port and the extent of the services, climatic conditions of the area, the availability of labor, transportation and communications and declare such site inspection in order to satisfy themselves by personal examination or by his duly authorized representative as to the actual conditions of the site of the undertaking. If during the course of his examination, a bidder finds facts or conditions which appear to be in conflict with any provision of the bid documents or any other data furnished him, an inquiry may be made from PBAC for additional information and explanation before submitting his bid. The submission of a bid by the bidder shall constitute as an acknowledgement that, if awarded the contract, he has relied and is relying on his own examination of: a) the site of the undertaking; b) requirements to its fulfillment; and c) all other matters, data and requisite for the management and operations of the cargo handling and/or related services in the port subject to bidding.

8 FAMILIARITY WITH, EXAMINATION AND ACCEPTANCE OF THE PROVISIONS OF BID DOCUMENTS

Each bidder shall thoroughly examine and be familiar with the requirements of all the bid documents, including but not limited to, Invitation to Prequalify and to Bid, Terms of Reference, Pro-forma Cargo Handling Contract, Instructions to Bidders, the bid forms and documents. The submission of a bid shall constitute an acknowledgement that the bidder has thoroughly examined, is familiar with and unconditionally accepts the provision of the bid documents. Failure or neglect of a bidder to receive or examine any of the bid documents shall, in no way, relieve him from any obligation with respect to his bid or to the contract.

10 INTERPRETATION OF BID DOCUMENTS

No oral interpretation shall be made to any bidder as to the meaning of the bid documents. Requests for interpretation or correction of any ambiguity, inconsistency, discrepancy, omission or error therein which may be discovered by the bidder shall be made in writing and delivered to PPA not later than the day of the Pre-bid Conference. Any interpretation or correction will be promptly issued by the PBAC to all parties to whom the bid documents have been issued. Only written interpretation or correction shall be binding.

11 PREPARATION OF BIDS

The prequalified bidders, upon notice from PBAC, shall prepare and submit two separate offers for the "*Technical Bid*" and the "*Financial Bid*", respectively, properly documented and sealed. All bids shall clearly indicate the offer or proposal and all other information requested therein and the bidder shall prepare and submit in one (1) original copy and six (6) other copies of same, duly signed by the bidder or his authorized representatives, with his address. Their authority to represent and bid the company or organization for purposes of their bidding and execution of the contract, in the form of a board resolution, shall be attached to the bid. In the case of sole proprietorship, an affidavit of ownership shall be submitted and a written authority in case the person accomplishing the application is not the owner. Each bid shall be enclosed in a sealed envelope and delivered as specified in the Invitation to Prequalify and to Bid. The bid security shall be submitted together with the sealed Financial Bid envelope.

All pages of the technical bid and financial bid shall be signed in full by the person or persons duly authorized by the bidder. Correction of errors made by the bidder shall be initialed by the person or persons signing the bid.

12 RECEIPT AND OPENING OF BIDS

Sealed bids from the prequalified bidders shall be received for the undertaking specified herein at the time, place and date in the Invitation to Prequalify and to Bid or as officially scheduled, and there and then, be publicly opened and read. No bids shall be accepted after the scheduled closing time for receipt of bids.

13 BIDDING CONTINUANCE

The PBAC reserves the right to postpone the date and time for submission or opening of bids at any time prior to the date and time announced in the Invitation to Prequalify and to Bid and will give written notice of any such postponement to each qualified bidder.

14 BID SECURITY

14.1 Every bid shall be accompanied by a bidder's bond in the form of cash, manager's or cashier's check to guarantee that the bidder, if awarded, shall enter into a cargo handling contract with PPA. The amount of the bidder's bond to be required shall be determined and prescribed by the PBAC. In case of refusal or failure to enter into a contract, the bid security shall be forfeited in favor of the Authority.

14.2 Failure to enclose the bid security with the bid or the posting of a bid security less than the stipulated amount shall be a ground for outright rejection of the bid.

15 DISQUALIFICATION OF BIDDERS

The following are grounds for disqualification:

- 15.1 existence of outstanding accounts with PPA,
- 15.2 firms with pre-terminated cargo handling contracts for cause,
- 15.3 incomplete or non-submission of documentary requirements,
- 15.4 if there is reason for believing that collusion exists among the bidders, all bids of such colluding bidders will be rejected,
- 15.5 submission of more than one (1) bid by a single corporation or entity,
- 15.6 insufficient or irregular bid security, and
- 15.7 a winning bidder who refused or failed to enter into a contract resulting from past bidding.

16 REJECTION OF BIDS

The PBAC reserves the right to reject any or all bids. The following, among others, are sufficient causes for rejection: (1) incomplete, obscure, irregular or non-responsive bids, and (2) bids having erasures or corrections of the offers or proposal without initials of the authorized signatories to the bid confirming the erasures or corrections.

17 SUBMISSION OF BIDS

Bids must be received by the PBAC Secretary on or before the prescribed time, date and place. The original and duplicate copies of each bid and its supporting documents shall

be clearly signed by the person delivering and the designated person receiving and the received time stamped by the designated PBAC Secretary in the presence of COA representative. Any bid delivered after the closing time as prescribed for receipt of bids will be rejected and returned unopened to the bidder.

The PBAC may, as warranted, extend the deadline for the submission of bids through the issuance of an "*Amendment*" in which case all rights and obligations of the Authority and the bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.

18 WITHDRAWAL AND/OR MODIFICATION OF BIDS

Withdrawal and/or modification of bids may be allowed upon written notice by the bidder concerned to the PBAC prior to the time and date set for the opening of bids as specified. No bids shall be modified or withdrawn after the time prescribed to open bids. Bid modifications received after said period shall be considered late and will be returned unopened. Withdrawal of bids after the bid opening shall cause the forfeiture of the bidder's bid security.

19 BIDDING PROCEDURES

- 19.1 After prequalifying of prospective bidders and their subsequent submission of separate bids for the "*Technical Offer*" and "*Financial Offer*", the PBAC, shall open, evaluate and compare the bids of the prequalified bidders.
- 19.2 The PBAC shall open the bids in the presence of bidders or their representatives on the date, time and place so specified. The bidders or their representatives present shall sign a register evidencing their attendance.
- 19.3 The PBAC will examine the bids to determine whether they are complete, requisite documents have been furnished and submitted, properly signed and the bids are generally in order. The bidders' names, the contents of the bids, modification and withdrawals if any, presence of the requisite bid security and such other details as the Authority may consider appropriate, will be announced at the bid opening. The minutes of the bid opening shall be prepared by the PBAC.
- 19.4 After the opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of the contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award is announced.

20 ADDENDUM

The PBAC may modify the regulations and documents relative to the bidding prior to the date prescribed for opening of bids by the issuance of an addendum to all parties who have been furnished bid documents for bidding purposes.

21 DETERMINATION OF RESPONSIVENESS OF BIDS

Prior to the detailed evaluation and comparison of bids, the PBAC shall determine whether a bid is responsive to the requirements of the bid documents. A responsive bid is one which conforms to all the terms, conditions and specification of the bid documents without material deviation or reservation.

22 EVALUATION AND COMPARISON OF BIDS

The PBAC shall evaluate and compare only those bids determined to be responsive. Within reasonable time after the opening, evaluation and comparison of the bids, a decision shall be made. Thereafter, a formal resolution embodying the PBAC decision and recommendation on the winning bidder shall be prepared.

23 AWARD OF CONTRACT

The contract shall be awarded to the most responsive qualified bidder who submits the proposal most advantageous and acceptable to the government. The right is further reserved to reject the bid of a bidder who has been or later on determined to have been prequalified on the basis of fraudulent, suppressed or incomplete information, previous approval of his prequalification to the contrary notwithstanding.

24 EXECUTION OF CONTRACT

The bidder to whom the award is made shall enter into a contract with the PPA relative to the management and operations of the cargo handling services in subject port, within ten (10) working days after receipt of the "*Notice of Award*" from PPA. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be a just cause for the cancellation of the award and forfeiture of the bid security.

25 NOTICE TO COMMENCE CARGO HANDLING OPERATIONS

After the cargo handling contract has been signed or executed, the PPA shall issue a Notice to Commence cargo handling operations.

The cargo handling operator shall not start any operations prior to the receipt from PPA of a written notice.

26 VENUE OF COURT CASES RESULTING FROM PUBLIC BIDDING

The venue of court action on any case/s resulting from the conduct of the public bidding shall be laid solely and exclusively in the proper court at the place where the Port District Office (PDO) is located, which has jurisdiction over the port subject to public bidding.

CONTRACT FOR CARGO HANDLING SERVICES
(Pro-Forma)

KNOW ALL MEN BY THESE PRESENTS;

This Contract made and entered into by and between:

The **PHILIPPINE PORTS AUTHORITY**, a government entity duly constituted and existing under and by virtue of P.D. No. 857, as amended, with offices at Marsman Building, Muelle de San Francisco Street, South Harbor, Port Area, Manila, represented herein by its General Manager, **JUAN O. PEÑA** hereinafter referred to as the **AUTHORITY**;

- and -

The _____ a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at the _____, represented herein by its authorized President, _____, by virtue of Board Resolution No. _____ dated _____ a copy of which is hereto attached as Annex "A", hereinafter referred to as the **CONTRACTOR**.

WITNESSETH

WHEREAS, the **AUTHORITY** is empowered by Presidential Decree No. 857, as amended, to provide the cargo handling services (and other related services), whether on its own, by contract or otherwise, in any Philippine Port, and the **CONTRACTOR** is capable and desirous of providing such services at the Port herein below specified;

WHEREAS, the Prequalification, Bid and Award Committee (PBAC) of PMO _____ in its Resolution No. _____, Series of _____, recommended the award of the contract for cargo handling services (and other related services) at the Port of _____ to the **CONTRACTOR** as the winning bidder for said services.

NOW THEREFORE, for and in consideration of the foregoing premises, the **AUTHORITY** hereby grants unto and the **CONTRACTOR** hereby accepts the management and operations of arvester, stevedoring and related cargo handling services at the Port of

_____ and on all vessels berthed thereat, under the following terms, conditions, stipulations and covenants;

1. **Term and Affectivity of Contract** - This Contract shall take effect on _____ and shall remain in full force and effect for a period of **TEN (10) YEARS**, unless sooner terminated or cancelled for cause as provided for hereunder.

2. **Consideration** - In consideration of the rights and privileges granted to the **CONTRACTOR** and for the **CONTRACTOR** to share the burden of accelerated development, construction and maintenance of port facilities, the **CONTRACTOR** shall remit to **AUTHORITY**, without prejudice to the implementation by the latter of the direct or daily collection system, not later than fifth (5th) day of every month (for the prior month's income) _____% **PERCENT** of the gross income, whether billed/unbilled and collected/uncollected derived by the **CONTRACTOR** from all sources in connection with its arvester and stevedoring services and related cargo handling services for domestic cargoes. Provided, that in case the **CONTRACTOR** handles foreign cargoes, the government share on the gross income derived there from shall be _____% **PERCENT** thereof which shall also be remitted to the **AUTHORITY** in accordance with the schedule mentioned above.

It is also agreed and understood that the consideration mentioned above is exclusive of the ten (10%) percent Value Added Tax (VAT) and that the VAT due thereon shall be for the account of the **CONTRACTOR**.

3. **Working Capital** - The **CONTRACTOR** shall establish and maintain the minimum amount of _____ (P _____) **PESOS** as working capital to sufficiently meet its day-to-day operational needs including claims arising from its operations, subject to the provisions of Section 10.01, Article X of PPA Administrative Order No. 10-81 and other applicable rules and regulations thereto.

4. **Performance Bond** - The **CONTRACTOR** shall, upon approval of this Contract, put up a Performance Bond in the amount of (P _____) **PESOS** to be secured from the Government Service Insurance System (GSIS) General Insurance Fund pursuant to Administrative Order No. 33 of the President dated 25 August 1987. The amount of said bond shall be adjusted from time to time in accordance with the pertinent guidelines of the **AUTHORITY**. The bond, until so released in writing by the **AUTHORITY**, shall remain in full force and effect and shall answer and guarantee the full and faithful compliance with each and every term, stipulation and condition of this Contract, and shall be further subject to the provisions of Sec. 9.04, Article IX of PPA Administrative Order No. 10-81 and the other applicable rules and regulations thereto.

5. **Authorized Cargo Handling Tariff and Rates** - The arvester, stevedoring and other related charges to be collected by the **CONTRACTOR** shall be those provided in the attached Annex "B", which shall form an integral part of this Contract, or such restructured and rationalized schedule, including RORO rates, as may be prescribed by the **AUTHORITY**.

6. **Cargo Handling, Safety and Related Equipment/Gear** - At the commencement of operations, the **CONTRACTOR** shall provide and maintain the required minimum cargo handling, safety and related equipment/gear, all in serviceable and ready line conditions, including the approved cargo handling equipment procurement and deployment program for