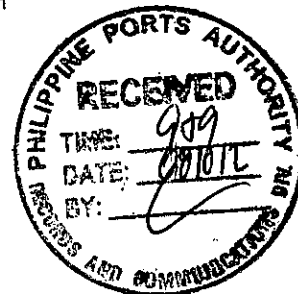




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AUG 01 2012

PPA ADMINISTRATIVE ORDER
NO. 04 - 2012



TO : All Port District Managers/Port Managers,
Cargo Handling Operators, Ancillary Service Operators,
Shipping Companies, Ship Agents, Consignees/Shippers
and Others Concerned

SUBJECT : Guidelines on the Provision of Roll-On/Roll-Off
Services at PPA Ports

ARTICLE I. PRELIMINARY PROVISION

Section 1. **Authority.**

- a. Sections 6-a (ii), (iii) and (v), 6-b (vi), (ix) and (xv) of P.D. 857, as amended
- Corporate Powers and Duties of PPA
- b. Executive Order Nos. 170 and 170-A
- Road Roll-on/Roll-off Terminal System
- c. DOTC Department Order Nos. 2003-16 and 2003-39
- IRR of EO Nos. 170 and 170-A, respectively
- d. PPA Administrative Order No. 01-2006, as amended
- Compendium of Regulations on CH Operations
- e. COA Decision No. 1222 dated January 26, 1990
- Negotiated Contracts

Section 2. **Scope.**

These regulations shall apply to the provision of RORO services in ports under the jurisdiction of the Philippine Ports Authority which have:

- a. At least seventy-five percent (75%) of the total cargo traffic classified as RORO as certified by the PPA Port Manager holding jurisdiction over the port; and
- b. At least one (1) ferry or RORO vessel operator, holder of a Certificate of Public Convenience (CPC) among other requirements, dedicated to providing RORO shipping services at the port.

Section 3. **Objectives.**

- a. To tap the full potential benefits of RORO system of transportation in the country.

VISION

By 2030, customers doing business in our ports shall experience full and sustained productivity, efficiency, comfort, connectivity, safety and security.

MISSION

We commit to provide reliable and responsive services in our ports, sustain development of our port communities and environment and be a model corporate agency of the government.

- b. To minimize delays by eliminating unnecessary port activities and procedures thereby making RORO transport an integral part of the nautical highway system.
- c. To encourage participation of the private sector in the provision of RORO services.

ARTICLE II. GENERAL GUIDELINES

Section 4. Basic Principles.

The rules and regulations provided hereunder are guided by the following basic principles:

- a. That the PPA is the terminal operator and shall compensate the RORO Service Provider (RRSP).
- b. That RORO Vehicles covered by these guidelines shall be those that are self-powered and self-driven by the vehicle owner/driver.
- c. There is no transfer of responsibility between the owner/driver of the RORO Vehicle and the RRSP.
- d. That, should there be a transfer of responsibility for the RORO Vehicle from the owner/driver to the RRSP for reasons such as vehicle breakdown, safety and security, among others, for the latter to render cargo handling services, such vehicle shall thence be treated as regular cargo and charged regular rates.
- e. That all other cargoes loaded onto or discharged from the RORO vessel not covered under any of the foregoing principles and which require re-handling on the wharf of dock shall be treated as regular cargo and charged regular rates.

Section 5. Major Components of Operations.

RORO services under these guidelines shall involve three (3) major components:

- 5.1. Operation in the Marshalling Area – allocating queuing lanes, setting up proper signs concerning information and instructions and establishing adequate access lanes for other vehicular traffic. This may involve setting up a public address system to cover a marshalling area of operations.
- 5.2. Segregation of RORO Traffic – concerns the establishment of the sequence of activities to be covered in RORO operations, thus:
 - (1) For inbound traffic, all passengers shall be required to disembark prior to unloading of inbound vehicles;
 - (2) For outbound traffic, all vehicles shall be loaded prior to boarding of passengers.

- 5.3 Establishment of Loading Sequence – is the obligation of the shipping company to book outbound vehicles and indicate the loading sequence for the RRSP to implement. As an alternative, an explicit written procedure using the “first-come, first-serve” principle with the desired mix of vehicle types and load configurations may be followed which will be subject to prior agreement and arrangement between PPA and the shipping line for implementation by the RRSP.

Depending on the type of RORO vessel, the ship's captain may implement a sequence and/or procedure for a safe and secure embarkation and disembarkation of passengers, provided the PPA and RRSP are given prior information and concurrence on the same.

Section 6. Other Services in RORO Operations

Since not all terminals have available purposely-built RORO facilities, the following services are necessary in RORO operations:

- (1) Supervision of the parking of **outbound** RORO vehicles in the marshalling area.
- (2) Ship's stowage services in coordination with the vessel officer concerned under the direct supervision of the vessel master/chief mate.
- (3) Securing RORO vehicle onto vessel deck at the option of ship captain to be conveyed in writing. Said services shall be performed only by personnel of the authorized RRSP under the supervision of an officer of the vessel concerned who shall bear the responsibility for the consequences arising therefrom.
- (4) Provision of appropriate supplemental shore-based ramps or facilities to enable RORO operations when there are port constraints due to force majeure, tidal conditions and the like.
- (5) Provision of dunnages or wedges (“*kalso*”) to ensure safety of vehicles while rolling in and out through the vessel's ramp or while parked at the designated parking area.
- (6) Provision of stand-by equipment such as tow-trucks, prime movers or forklifts (with operator or driver) in case of breakdown of RORO vehicle.
- (7) Provision of driver or vehicle operator upon the request of the vehicle/cargo owner or in case of inability of the vehicle owner/driver to maneuver into or out of the carrying vessel.
- (8) Stripping of cargo from stalled RORO vehicles inside the port and re-stuffing or re-loading of cargo into the RORO vehicles.
- (9) Towing or removal of stalled RORO vehicles within the port premises.
- (10) Other services on the dockside or on-board the vessel that may be requested by the RORO vehicle owner/driver or RORO cargo owner.

Section 7. Provision of RORO Services.

- 7.1. For **outbound** RORO vehicles, the RRSP shall be responsible only for directing the RORO vehicle from the port gate to the marshalling

area and from the marshalling area to the vessel's ramp. The RRSP shall then ensure that the loading is properly documented and tallied by the ship's checker. **The owner/driver of the RORO vehicle/cargo shall be responsible for his vehicle/cargo at all times while inside the port.**

- 7.2. For **inbound** RORO vehicles, the RRSP shall be responsible for directing the RORO vehicle from the vessel's ramp to the port gate. Should the shipper/consignee/trucker wish to use the parking or truck-holding area, the RRSP shall direct the same to the parking or truck-holding area and from there to the port gate.
- 7.3. Any damage to the RORO vehicle/cargo or loss while inside the port, due to negligence of the RORO vehicle driver/owner or disregard for port procedures and instructions on RORO Operations, including injury caused to passengers and port workers and damage to port and other facilities, shall be the responsibility of the RORO vehicle driver/owner.
- 7.4. The PMO shall, from time to time, review the procedures on RORO operations and modify or introduce if necessary, special procedures for RORO operations to address peculiar characteristics in the locality consistent with this policy to ensure the efficient and safe movement of RORO vehicles and cargo at the RORO Port.
- 7.5. The RRSP shall immediately inform the Port Manager of any order from any government agency to seize, confiscate or detain the RORO vehicle and/or cargo. The Port Manager is authorized to enter into a suitable arrangement with the seizing or confiscating government agency to immediately remove the RORO vehicle and its cargo from the port premises at the expense of the owner and after collecting appropriate port charges.

Section 8. **Non-RORO Ports**

In ports where RORO operations constitute less than seventy-five percent (75%) as determined by the Port Manager, such operations shall continue to be handled by the incumbent CH operator concerned.

Section 9. **Non-RORO Cargo at RORO Ports**

The RRSP shall handle **non-RORO cargo** at a RORO Port as regular cargo whereby rules and regulations applicable to regular cargo, including regular cargo handling charges shall apply.

Such operations shall be governed by rules and regulations applying to regular CH contracts.

ARTICLE III. SELECTION OF RORO SERVICE PROVIDER**Section 10. Policy on Public Bidding of RORO Service Provider**

As a general rule, the award of contract for the provision of RORO services shall be through competitive public bidding.

Section 11. When to Conduct Public Bidding

- 11.1 The conduct of the public bidding for RORO services shall be done when the port has 75% or more RORO traffic as certified by the Port Manager and has no existing CH operator.
- 11.2 The conduct of the public bidding for RORO services shall be done at least three (3) months before the expiration of the existing RORO service contract in the port.
- 11.3 For newly constructed RORO ports without prior records of operation.
- 11.4 RORO services that may be taken over by the Authority shall be bid out within six (6) months from the date of the take-over of said services.

Section 12. Bids and Awards Committee (BAC)**12.1 Constitution of the BAC**

The BAC shall be constituted for the conduct of the public bidding with the following members or as the General Manager may determine.

Regular Members:

- | | | |
|------------------|---|---|
| Chairperson | - | Port District Manager |
| Vice Chairperson | - | Port Manager
(PMO having jurisdiction over the Port) |
| Members | - | Manager, Legal Affairs Division,
PDO |
| | - | Manager, Port Services Division,
PMO |
| | - | Manager, Engineering Services Division,
PMO |

12.2 Observers

Authorized representative from each of the following organizations:

- Philippine Chamber of Commerce and Industry (PCCI)
- Catholic Bishops Conference of the Philippines (CBCP)

- Volunteers Against Crime & Corruption (VACC)
- Commission on Audit (COA)/Resident Auditor

The BAC shall have at least five (5), but not more than seven (7) regular members.

Unless sooner removed for cause, the members of the BAC shall have a fixed term of one (1) year reckoned from the date of appointment, renewable at the discretion of the General Manager.

Section 13. Functions of the BAC

a) The BAC shall have the following functions:

1. Prepare the bidding documents;
2. Advertise and post the Invitation to Bid (IB);
3. Conduct pre-procurement and pre-bid conferences;
4. Issue Supplemental/Bid Bulletins;
5. Determine the eligibility of prospective bidders;
6. Receive and open bids;
7. Conduct evaluation and comparison of bids;
8. Undertake post-qualification proceedings;
9. Resolve motions for reconsideration;
10. Recommend award of RORO service contract to the General Manager; and
11. Perform such other related functions as may be necessary, including the application of relevant provisions of Republic Act No. 9184 and its Implementing Rules and Regulations (IRR), and the creation of a Technical Working Group (TWG), from a pool of technical, financial and/or legal experts to assist in the bidding.

b) Quorum

A majority of the total BAC composition shall constitute a quorum for the transaction of business, provided that the presence of the Chairperson or Vice Chairperson shall be required.

c) Meetings

The Chairperson, or in the absence thereof, the Vice Chairperson, shall preside at all BAC meetings. The decision of at least a majority of those members present at a meeting in which there is a quorum shall be valid and binding as an act of the BAC.

The Chairperson or in the absence thereof, the Vice Chairperson, shall vote only in case of a tie.

Observers and representatives of BAC members shall have no right to vote during BAC meetings, nor shall the representatives of BAC members be authorized to sign on behalf of the members represented.

Section 14. BAC Observers

- a) To enhance the transparency of the competitive bidding, the BAC shall, in all the stages of the selection process, invite all observers mentioned in Section 12 of this Order to sit in its proceedings.
- b) Observers will be informed at least two (2) days before the stages of bidding to which observers shall be invited on the following bidding activities:
 - 1. Pre-bid conference;
 - 2. Opening of bids;
 - 3. Post-qualification; and
 - 4. Special meetings.

The absence of observers will not nullify the BAC proceedings, provided, that they have been duly invited in writing.

- c) The observers shall have the following responsibilities:
 - 1. Preparation of report either jointly or separately indicating their observations on the bidding activity, BAC compliance with the provisions of this Order, and areas of improvement in the BAC's proceedings for submission to the General Manager, copy furnished the BAC Chairperson;
 - 2. Upon request, the BAC shall furnish the observers a copy of the following documents:
 - a. Minutes of BAC Meetings;
 - b. Abstract of Bids;
 - c. Post-qualification Summary Report; and
 - d. Copies of opened bids.
 - 3. Sign the abstract of bids and post-qualification report, if amenable to the bidding activities and results of the post-qualification; and
 - 4. May give a copy of their reports to the Office of the Ombudsman or Resident Ombudsman if the BAC is found to have failed in following the prescribed bidding procedures or for any justifiable and reasonable ground where the award of the RORO service contract will not redound to the benefit of the Authority.

Section 15. BAC Secretariat and its Functions

- a) The Chairperson of the BAC shall designate a Secretariat which will serve as the main support unit of the BAC. The Secretariat shall have the following functions:
1. Provide administrative support to the BAC;
 2. Organize and make all necessary arrangements for BAC meetings;
 3. Attend BAC meetings as Secretary;
 4. Prepare the "Minutes" of the BAC meetings;
 5. Take custody of all bidding documents and be responsible for the sale and distribution of bidding documents to interested bidders;
 6. Assist in managing the bidding process;
 7. Monitor bidding activities and milestones for proper reporting to relevant agencies when and as required;
 8. Make arrangements for the pre-procurement and pre-bid conferences and bid openings;
 9. Record all proceedings of the bidding and prepare the corresponding report thereof, as well as the relevant documents to be submitted to the concerned offices of the Authority; and
 10. Serve as the central channel of communications for the BAC.
- b) The Head of the BAC Secretariat shall be at least a third ranking permanent employee of the PMO concerned, or if not available, a permanent official of the next lower rank.
- c) The members of the BAC, TWG and Secretariat may be granted honoraria in accordance with the pertinent Department of Budget and Management (DBM) guidelines.

Section 16. Bidding Documents

- 16.1 The bidding documents shall be prepared by the BAC concerned following the generic forms appended to this Order and subject to review and approval of the Office of the Assistant General Manager for Operations. The Bidding Documents shall be as follows:
1. Invitation to Bid (Annex "A")
 2. Instructions to Bidders (Annex "B")

3. Bid Data Sheet (Annex "C")
 4. Terms of Reference (Annex "D")
 5. Technical Component (Annex "E")
 6. Financial Component (Annex "F")
 7. Pro-forma RORO Service Contract (Annex "G")
- 16.2 Bidders shall be required to pay for the bidding documents to recover the costs of preparation and development. The BAC shall issue the bidding documents upon the payment of the corresponding cost thereof to the collecting officer of the Authority.
- 16.3 The Authority shall not assume any responsibility regarding erroneous interpretations of or conclusions by the prospective or eligible bidder regarding the data furnished by the Authority.

Section 17. Criteria for the Award of Contract

The Contract for the provision of RORO Services shall be awarded to the eligible bidder that offered the lowest percentage for the compensation corresponding to the approved RORO Terminal Fee (RRTF) sharing scheme for the duration of the contract and whose bid complies with all the requirements and limitations thereof.

Section 18. Percentage Government Share

The winning bidder shall remit to the Authority not later than every fifth (5th) day of every month (for the prior month's gross income), a government share of ten percent (10%) on the gross income derived from the cargo handling component for the duration of the contract.

Section 19. Single Calculated and Responsive Bid Submission

A single calculated and responsive bid (SCRB) shall be considered for award if it falls under any of the following circumstances:

- a) If after advertisement, only one (1) prospective bidder submits letter of intent (LOI) in accordance with the provisions of this Order and the sole bidder meets the eligibility and technical requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements; or
- b) If after advertisement, more than one (1) prospective bidder submits an LOI in accordance with the provisions of this Order and only one bidder meets the eligibility requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements.

The BAC shall ensure that the technical and financial bids of this bidder are advantageous to the Government.

Section 20. Failure of Bidding

- 20.1 The BAC shall declare the bidding a failure and conduct a rebidding with re-advertisement and/or posting, after a re-evaluation of the terms, conditions and specifications of the first bidding, when:
- 1) No bidder submits an LOI or no bids are received;
 - 2) All prospective bidders are declared ineligible;
 - 3) All bids fail to comply with the bid requirements or failed post-qualification;
 - 4) The bidder with the lowest calculated and responsive bid (LCRB) refuses, without justifiable cause to accept the award of the contract; or
 - 5) Unavoidable reasons resulting to non-completion of the selection process not attributable to the bidding participants.
- 20.2 The BAC may modify the terms, conditions and specifications in the first bidding documents, when necessary. All bidders who have initially responded to the Invitation to Bid and were declared eligible in the first bidding shall be allowed to submit new bids. The BAC shall observe the same process and set the new bidding timetable according to the same rules following the first bidding.
- 20.3 Should there occur a second failure of bidding, the Authority may adopt the alternative method of negotiated procurement.

Section 21. Protest Mechanism

- a) Protests on Decisions of BAC

The decisions of the BAC on the bidding conducted may be protested in writing to the Authority. Provided, however that a prior motion for reconsideration was filed by the party concerned within the periods specified in this Order. The protest must be filed within seven (7) calendar days from receipt by the party concerned of the resolution of the BAC denying its motion for reconsideration. A protest may be made by filing a verified position paper with the Authority, accompanied by the payment of a non-refundable protest fee. The protest fee shall be in an amount equivalent to one percent (1%) of the total gross income from RORO operations for the preceding year in the port subject of bidding as indicated in the bidding documents.

- b) The verified position paper shall contain the following information:

- 1) Name of bidder;

- 2) Office address of the bidder;
- 3) Name/location of the Port subject of bidding;
- 4) Name of the contract;
- 5) Issue(s) to be resolved; and
- 6) Other matters and information pertinent and relevant to the proper resolution of the protest.

The position paper is verified by an affidavit attesting that the affiant has read and understood the contents thereof and that the allegations therein are true and correct of his personal knowledge or based on authentic records. An unverified position paper shall be considered unsigned, produces no legal effect, and results to the outright dismissal of the protest.

c) **Resolution of Protests**

The protests shall be resolved primarily on the basis of the records of the BAC. The Authority shall resolve the protest within seven (7) calendar days from receipt thereof.

d) **Non-Interruption of the Bidding Process**

In no case shall any protest taken from any decision treated in this Order stay or delay the bidding process: *Provided, however,* that protests must first be resolved before any award is made.

e) **Resort to Regular Courts**

Court action may be resorted to only after the protests contemplated in this Order shall have been completed and resolved by the Authority with finality.

Section 22. Applicability Clause

Any of the rules and regulations issued or promulgated by the Authority and, not covered by this Order but are deemed by the Authority to be pertinent in ensuring the effective provision of RORO services at the ports, including the proper collection of government share, shall be applied and implemented accordingly.

Section 23. Separability Clause

If for any reason, any section of these "Guidelines on the Provision of Roll-On/Roll-Off Services at PPA Ports" is declared to be invalid or inconsistent with pertinent PPA issuances, the other provisions hereof shall not be affected by such declaration.

Section 24. Amendatory Clause

This Order may be subject to appropriate amendments by the Authority as the need arises.

Section 25. Effectivity Clause

This Order shall take effect fifteen (15) calendar days from its publication in the Official Gazette or in a newspaper of general circulation and a copy filed with the University of the Philippines Law Center.


JUAN C. STA. ANA
General Manager

Published in the Philippine Star - August 15, 2012

Effectivity Date August 29, 2012

ANNEX “A”

INVITATION TO BID



Port District Office of _____
Address

INVITATION TO BID
ROLL-ON/ROLL-OFF (RORO) SERVICES AT THE
PORT OF _____

1. The Philippine Ports Authority (PPA), through the PDO _____ - Bids and Awards Committee (BAC,) invites potential bidders to submit Letters of Intent (LOI) for the public bidding of the above mentioned RORO services. The RORO Services to be bid shall include operation in the marshalling area, segregation of RORO traffic, establishment of loading sequence, other services necessary in RORO operations as indicated in the Terms of Reference and other related port services, if any (**other related port services to be specified by the BAC**). The Contract for the aforesaid RORO services shall be for a period of **five (5) years**.
2. Bidders should have experience relative to provision of RORO services. The shipping companies shall not be eligible to participate in the said bidding, either as a sole bidder or as a member in a joint venture. However, individual stockholders of the shipping companies are allowed to be a member of a joint venture provided that the individual share holdings shall not exceed 5% nor the aggregate share holdings of all such stockholders shall exceed 10% of the total shares of the corporation that will be formed if it will be declared the winning bidder. The description of an eligible bidder is contained in the Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act".
4. Bidding is restricted to Filipino citizens or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines. The bidder with the Lowest Calculated Bid shall advance to the post-qualification stage in order to finally determine its responsiveness as to eligibility and bidding requirements. The contract shall then be awarded to the Bidder with the Lowest Calculated and Responsive Bid (LCRB) who was determined as such during the post- qualification process.
5. Interested bidders may obtain further information from the BAC Secretariat at _____ (**address & telephone number to be specified by the BAC**), during regular office hours.

6. A complete set of Bidding Documents may be purchased by interested bidders starting **(date to be specified by the BAC)** upon payment of a non-refundable fee for the Bidding Documents in the amount of _____ (_____) (VAT- inclusive).
7. The schedule of bidding activities from the issuance of Bidding Documents up to Opening of Bids is as follows:

Bidding Activities	Date	Time	Place
1. Issuance and Availability of Bidding Documents	(To be specified by the BAC)		
2. Pre-Bid Conference			
3. Deadline for Submission of Bid Documents			
4. Bid Opening			

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the Instructions to Bidders.
9. The PPA assumes no responsibility whatsoever to compensate or indemnify bidders of any expenses incurred in the preparation of their bids.
10. The PPA reserves the right to reject any or all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding.

Name & Signature of Chairperson

ANNEX “B”

INSTRUCTIONS TO BIDDERS

PART I: INSTRUCTIONS TO BIDDERS

1. Scope of Bid

- 1.1 The scope of this bid is the provision of the RORO services at the Port of _____, particularly defined and delineated in the Port Layout Plan hereto attached as Annex "A".
- 1.2 The successful bidder, hereinafter referred to as the "**RORO Service Provider**", is allowed to offer and provide the services as mentioned hereunder, be compensated for the RORO services rendered and may charge port users for other services rendered in accordance with the RORO services fees specified in the bid as prescribed by the Authority.

(Note: The BAC should indicate only the applicable RORO services fee)

- 1.3 The services to be provided include the operation in the marshalling area, segregation of RORO traffic, establishment of loading sequence and other services necessary in RORO operations as provided for in Section 3 of the Terms of Reference (TOR).

2. Corrupt, Fraudulent and Coercive Practices

- 2.1 The Authority and the bidders shall observe the highest standard of ethics during the bidding and execution of the Contract for RORO services. In pursuance of this policy, the Authority:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "**corrupt practice**" means the behavior on the part of officials in the public and private sectors by which they improperly and unlawfully enrich themselves and/or others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the bidding process or in contract execution; entering on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby;
 - (ii) "**fraudulent practice**" means a misrepresentation of facts in order to influence the bidding process or execution of a contract to the detriment of the Government, and includes collusive practices among bidders (prior to or after bid submission) designed to deprive the Authority of the benefits of free and open competition;

- (iii) **“collusive practices”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Authority, designed to establish non-competitive levels of bids; and
 - (iv) **“coercive practices”** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a bidding process, or affect the execution of a contract.
 - b) Will reject a bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
 - c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing or, in executing, a contract.
- 2.2 Further, the Authority will seek to impose the maximum penalties for civil and criminal liability available under the applicable law on individuals and organizations deemed to be involved with corrupt or fraudulent practices.
- 2.3 Furthermore, the Authority reserves the right to inspect and audit records and accounts of the bidders in the bidding for and performance of the contract for RORO services.

3. Conflict of Interest

- 3.1 All bidders found to have conflicting interests shall be disqualified to participate in the bidding on hand, without prejudice to the imposition of appropriate administrative, civil and criminal sanctions. A bidder may be considered to have conflicting interests with another bidder if any of the events described in paragraphs (a) to (c) and a general conflict of interest, if any, of the circumstances set out in paragraphs (d) to (e), below:
- a) A bidder has controlling shareholders in common with another bidder;
 - b) A bidder receives or has received any direct or indirect subsidy from another bidder;
 - c) A bidder has the same legal representative as that of another bidder for purposes of this bid;
 - d) A bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another bidder or influence the decisions of the Authority regarding this bidding process; and
 - e) A bidder submits more than one (1) bid in this bidding process.

3.2 All bids shall be accompanied by a sworn affidavit of the bidder that he or she or any officer of the company is not related to the PPA General Manager, the District Manager, the Port Manager or any member of the BAC, members of the TWG or BAC Secretariat, by consanguinity or affinity up to the third civil degree. This provision shall apply to the following persons:

- a. If the bidder is an individual or a sole proprietorship, to the bidder himself;
- b. If the bidder is a partnership or cooperative, to all its officers and members;
- c. If the bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- d. If the bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Failure to comply with this requirement shall be a ground for the automatic disqualification of the bidder.

4. Eligible Bidders

The following shall be allowed to participate in the eligibility screening and bidding for the provision of RORO services:

- a) Duly licensed Filipino citizens/sole proprietorships;
- b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines.
- d) Persons or entities forming themselves into a joint venture that intend to be jointly and severally responsible or liable for the RORO service contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%); or
- e) Cooperatives duly registered with the Cooperatives Development Authority (CDA).

Provided, that the shipping companies shall not be eligible to participate in the bidding for the provision of RORO services, either as a sole bidder or as a member in a joint venture. However, individual stockholders of the shipping companies are allowed to be a member of a joint venture provided that the,

individual shareholdings shall not exceed five percent (5%) nor the aggregate shareholdings of all such stockholders shall exceed ten percent (10%) of the total shares of the corporation that will be formed if it will be declared the winning bidder.

5. One Bid Per Bidder

Each bidder shall submit only one (1) bid. A bidder who submits or participates in more than one (1) bid will cause all the proposals with the bidder's participation to be rejected. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

6. 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 bidding documents, including but not limited to, Instruction to Bidders, Bid Data Sheet, Terms of Reference, Bid Forms, and Pro-forma Contract for RORO services. The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined, is familiar with, and unconditionally accepts the provisions of the bidding documents. Failure or neglect of a bidder to receive or examine any of the bidding documents shall, in no way, relieve him from any obligation with respect to his bid or to the contract for RORO services.

7. Site Inspection

7.1 The bidder, by the act of submitting its bid, shall be deemed to have inspected the site and determined the general characteristics of the **Port** of _____ and its surroundings in order to obtain for itself, on its own responsibility, all information that may be necessary for the correctness and sufficiency of its bid. The cost of visiting the site shall be at the bidder's own expense. An affidavit and certificate of site inspection shall be required from the bidder.

7.2 The bidder or his official representative will be granted permission by the Authority to enter the **Port** of _____ for the purpose of such inspection, upon request; provided that the bidder and its personnel and agents will release and indemnify the Authority from and against all liabilities with respect to personal injury, loss or damage to property and any other losses, damages, costs and expenses incurred as a result of the inspection. The site inspection may be conducted by bidder before the date of the Pre-Bid Conference.

7.3 If after inspection, the bidder encountered facts or conditions which appear to be in conflict with any provision of the bidding documents or any other data provided relative to the bidding, clarification may be made with the BAC before submission of the bid.

8. Pre-Bid Conference

- 8.1 The purpose of the Pre-Bid Conference is to clarify any outstanding issue and answer any query that may be raised on matters relating to the bid.
- 8.2 The Pre-Bid Conference shall discuss among other things, the technical and financial components of the contract to be bid. The minutes of the Pre-Bid Conference, including queries raised and the replies to the queries shall be recorded and made available to all bidders not later than three (3) calendar days after the Pre-Bid Conference.
- 8.3 The bidder or his authorized representative is invited to a Pre-Bid Conference, the venue, time and date as indicated in the Invitation to Bid (IB). Non-attendance at the Pre-Bid Conference shall not be a ground for disqualification of a bidder.
- 8.4 The Pre-Bid Conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. However, attendance of the bidders shall not be mandatory.

9. Content of the Bidding and Contract Documents

- 9.1 The Bidding Documents, which consist of the following and shall be read in conjunction with any amendment that may be issued in accordance with Section 10 hereof, shall become part of the Contract Documents:

Part 1: Instructions to Bidders

Part 2: Bid Data Sheet

Part 3: Terms of Reference

Part 4: Technical Bid

Part 5: Financial Bid

Part 6: Pro-forma Contract for RORO Services

- 9.2 The Authority will only accept bids from bidders that have purchased the bidding documents from the office indicated in the Invitation to Bid.

10. Clarification and Amendments of Bidding Documents

- 10.1 Bidders may request for clarification(s) or interpretation on any part of the bidding documents. Such request must be in writing and submitted to the BAC at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, duly signed by the BAC Chairperson to be made available to all those who have properly secured the bidding documents, at least seven (7) calendar days before the deadline for the submission and receipt of bids. It shall be the responsibility of all those

who have properly secured the bidding documents to inquire and secure Supplemental/Bid Bulletin that may be issued by the BAC.

- 10.2 Supplemental/Bid Bulletin may be issued upon the Authority's initiative for purposes of clarifying or modifying any provision of the bidding documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. It is the responsibility of the BAC to notify in writing and through posting in the website of the Authority and the G-EPS the said documents to all those who have properly secured the bidding documents. Any modification to the bidding documents shall be identified as an amendment. Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids. The Supplemental/Bid Bulletin issued shall become part of the Bidding and Contract Documents.
- 10.3 The Supplemental/Bid Bulletin shall be posted in the Port District Office of _____, Port Management Office of _____ and the G-EPS and the Authority's website.

11. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and the Authority will, in no case, be responsible or liable for those costs.

12. Bidders Responsibilities and Disclaimer

- 12.1 Bidders shall be responsible for having taken steps to carefully examine all the bidding documents. Failure to do so shall be at the bidder's risk.
- 12.2 It shall be the sole responsibility of the bidder to determine and to satisfy himself by such means as necessary or desirable as to all matters pertaining to the RORO services, the location of the **Port**, the climatic conditions of the area, the availability of labor, transportation and communications and other factors that may affect the bid.
- 12.3 Prior to the submission of bids, the bidders are expected to be familiar with all the applicable existing laws, decrees, ordinances, rules and regulations thereof.
- 12.4 The Authority shall not assume any responsibility regarding erroneous interpretations or conclusions by the bidder out of the information and data furnished by the Authority.
- 12.5 The bidder shall bear all costs associated with the preparation and submission of the bid. 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.

13. Documents Comprising the Bid

Bidders shall submit their bids through their duly authorized officer or representative in the prescribed bid forms, including their annexes on or before the specified deadline and in two (2) separate sealed envelopes which shall be submitted simultaneously. The first envelope shall contain the eligibility requirements and technical bid and the second envelope the financial bid.

14. The First Envelope shall contain the Eligibility Documents and Technical Bid.

A. Eligibility Documents

Legal Documents:

- 1) Authority of signing official (E-Form 01);
- 2) Articles of Incorporation/Partnership/ Cooperation and By-Laws, whichever may be appropriate under existing laws of the Philippines (E-Form 02);
- 3) DTI Business Registration or SEC Registration Certificate, or Cooperative Development Authority (CDA) Certificate of Registration, whichever may be appropriate under existing laws of the Philippines (E-Form 03);
- 4) Valid and current Mayor's Permit or Municipal License (E-Form 04);
- 5) Taxpayer's Identification Number (TIN) (E-Form 05);
- 6) Joint Venture Agreement in case of persons or entities forming themselves into a Joint Venture (E-Form 06);
- 7) Affidavit of the prospective bidder or duly authorized representative that the company is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, or corporations and has no RORO or any other contract with PPA terminated or cancelled for cause (E-Form 07);
- 8) Affidavit by the bidder or duly authorized representative that each documents submitted is an authentic and original copy or a true and faithful reproduction of the original and that all statements and information provided therein are true and correct (E-Form 08);

- 9) Affidavit of the bidder or duly authorized representative of its compliance with existing labor laws and standards (E-Form 09);
- 10) Affidavit of Disclosure of No Relationship (E-Form 10);
- 11) Letter Authority to verify submitted documents (E-Form 11);
- 12) Other appropriate documents, clearances and licenses that may be required by the Authority.

Technical Documents:

- 1) Business Profile of the Prospective Bidder (E-Form 12);
- 2) Curriculum Vitae (CV) of prospective bidder's principal/key personnel for RORO operations, namely: General Manager, Operations Manager, Safety Officer and Supervisor, all of which must have at least five (5) years relevant work experience (E-Form 13);
- 3) Statement of prospective bidder of all completed, ongoing and awarded but not yet started RORO, cargo handling and related contracts (E-Form 14);
- 4) Copy of latest General Information Sheet (GIS) submitted to the SEC, if applicable (E-Form 15);

Financial Documents:

- 1) Audited financial statements, stamped "Received" by the BIR or its duly accredited and authorized institutions for the immediately preceding calendar year showing, among others, total and current assets and liabilities. For new establishments, balance sheet and income statement, stamped "Received" by the BIR or its duly accredited and authorized institutions for the most recent quarter (E-Form 16);
- 2) Income Tax Return (ITR) for the immediately preceding year duly filed and stamped "Received" by the BIR, or proof of electronic filing of the same. For new establishments which have no annual ITR, the most recent quarterly ITR duly filed and stamped "Received" by the BIR or proof of electronic filing thereof (E-Form 17);
- 3) Value Added Tax (VAT) or Percentage Tax Return (PTR) covering the immediately preceding six (6) months duly filed and stamped "Received" by the BIR, or proof of electronic filing of the same. For those with less than six (6) months of operations, the monthly business tax returns duly filed and stamped

"Received" by the BIR or proof of electronic filing thereof (E-Form 18);

- 4) Tax Clearance Certificate issued by the Collection Enforcement Division of the BIR (E-Form 19);
- 5) Certification from the PPA Head Office Treasury Department that the bidder has no outstanding account (E-Form 20);
- 6) Bidder's computation of its Available Paid Up Capital/owner's equity for the Contract (APCC/OE).

The APCC shall be at least equal to the paid up capital/owner's equity required for the contract for RORO services subject of bidding.

FORMULA:

APCC/OE = Paid Up Capital/Owner's Equity per financial statements less paid up capital required for all existing contract for RORO services, cargo handling and related contracts.

Or, in lieu thereof, a commitment from a bank duly licensed by the Bangko Sentral Ng Pilipinas to extend to the prospective bidder a credit line if awarded the contract for RORO services the amount of which shall be at least equal to the paid up capital/owner's equity required for the contract for RORO services to be bid (E-Form 21); and

- 7) Prospective bidder's intended working capital for RORO operations (E-Form 22).

The minimum amount of working capital to be maintained by the contractor shall be One Hundred Thousand Pesos (Php100,000.00).

B. Technical Bid

- a) Submission Form (TB Form 1);
- b) Authority of signing official (TB Form 2);
- c) Bid security as to form, amount and validity period (TB Form 3);
- d) Certificate of Site Inspection issued by duly authorized official of PMO concerned (TB Form 4);
- e) Affidavit of Site Inspection of the port executed by the bidder or authorized representative (TB Form 5);

- f) Affidavit of Compliance on Bidder's Responsibilities (TB Form 6);
- g) Organizational Chart for the contract for RORO services to be bid (TB Form 7);
- h) Business Plan with all its components (TB Form 8). Each component shall include the prescribed minimum requirements thereof, if any; and
- i) List of principal/key RORO personnel for deployment at the start of operations which should include the four (4) principal/key personnel committed in the Eligibility Documents. (TB Form 9).

15. The Second Envelope shall contain the Financial Bid.

- a. Financial Bid Submission Form (FB Form 1); and
- b. Lowest compensation offered corresponding to the approved RORO Terminal Fee (RRTF) sharing scheme for the duration of the contract (FB Form 2).

(Note: Said compensation shall not be more than 40% of the income derived from the provision of RORO services)

The Financial Bid which does not comply with the requirements thereof is considered non-complying and shall be rejected.

16. Validity Period

- a. The bid shall remain valid for a period of one hundred twenty (120) calendar days after the date of bid opening.
- b. In exceptional cases, prior to expiry of the original validity period of the bid, the Authority may request the bidders to extend the validity period thereof.

17. Bid Security

- 17.1 All bids shall be accompanied by a bid security, payable to the Authority as a guarantee that the successful bidder shall, within ten (10) calendar days from receipt of the Notice of Award (NOA), enter into a contract for RORO services with the Authority.
- 17.2 The bid security shall be in the amount at least equal to, and not lower than, a percentage of the total gross income from RORO operations at the subject port in the immediately preceding year based on the record of the Authority in any of the following forms:

- i. Cash, certified check, cashier's check, manager's check, bank draft/guarantee confirmed by a reputable local bank;
- ii. Irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the same shall be confirmed or authenticated by a reputable local bank;
- iii. Surety bond, callable upon demand, issued by the Government Service Insurance System (GSIS) or other reputable surety or insurance company duly licensed by the Office of the Insurance Commission; or
- iv. Any combination thereof.

The required amount of the above forms as bid security shall be in accordance with the following schedule:

FORM OF BID SECURITY	Php _____ (TOTAL GROSS INCOME FROM RORO OPERATIONS OF THE PORT FOR THE IMMEDIATELY PRECEDING YEAR)
Cash, certified check, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit	Two percent (2%)
Surety Bond	Five percent (5%)

The required bid security based on the above schedule shall be the minimum amount thereof and shall be stated in Philippine Peso in the bidding documents.

- 17.3 No bid securities shall be returned to the bidder after the opening of bids and before contract signing, except to those that (i) failed to comply with any of the requirements to be submitted in the first bid envelope (Technical Bid) of the bid, or (ii) were post-disqualified and submitted a written waiver of its right to file a motion for reconsideration and/or protest in accordance with the pertinent provisions hereof. Without prejudice to the provisions on the forfeiture of bid securities, bid securities shall be returned only after the winning bidder has signed the contract for RORO services and furnished the performance security, but in no case later than the expiration of the bid security validity period.
- 17.4 Failure to enclose the bid security with the **First Envelope** of the bid or the posting of a bid security less than the stipulated amount shall be a ground for outright rejection of the bid.

17.5 The bid security of the successful bidder will be discharged when he has signed the contract for RORO services and furnished the required performance security.

17.6 The bid security may be forfeited:

- a) if the bidder withdraws the bid after the bid opening during the period of bid validity; or
- b) in the case of a successful bidder, if such bidder fails within the specified time limit to sign the contract for RORO services or furnish the required performance security.

18. Format and Signing of Bid

18.1 The bidder shall submit their bids in two (2) separate sealed envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 14.A, and the second shall contain the financial component of the bid. The bidder shall submit one (1) original of the Technical Component and one (1) original of the Financial Component and clearly marked each as "ORIGINAL – TECHNICAL COMPONENT" and "ORIGINAL – FINANCIAL COMPONENT". In addition, the bidder shall submit seven (7) copies of the Technical and Financial Components, and clearly marked them "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT". In the event of any discrepancy between the original and the duplicate copies, the original shall prevail.

18.2 The original and all copies of the bid shall be properly book-bound and chronologically paged. Properly book-bound means the bid is either hard-bound, or cloth-bound, or paper-bound. Failure to comply with any of these requirements shall be a ground for rejection of the bid.

18.3 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the technical and financial components shall be initialed by the person or persons signing the bid. Failure to comply with any of these requirements shall be a ground for rejection of the bid.

18.4 Any alterations, erasures, interlineations or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

19. Sealing and Marking of Bids

19.1 The bidder shall enclose the original of the Technical Component in one sealed envelope marked as "ORIGINAL – TECHNICAL COMPONENT", and the original of the Financial Component shall be enclosed in another sealed envelope marked as "ORIGINAL –

FINANCIAL COMPONENT". Both sealed envelopes shall then be placed in another single envelope marked as "ORIGINAL BID".

19.2 Each copy of the Technical Bid and Financial Bid shall be similarly sealed duly marked as "COPY NO. _____ - TECHNICAL COMPONENT" and "COPY NO. _____ - FINANCIAL COMPONENT", respectively and the outer envelope as "COPY NO. _____". These envelopes containing the original and the duplicate copies shall then be enclosed in one (1) single envelope or package that shall:

- a) bear the name of the contract to be bid: **"PROVISION OF RORO SERVICES AT THE PORT OF _____"**;
- b) bear the name and address of the bidder;
- c) be addressed to the BAC; and
- d) bear a warning "DO NOT OPEN BEFORE _____ (the date and time for the opening of bids indicated in the Invitation to Bid).

19.3 If all envelopes are not sealed and marked as required, the BAC will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of Bids

20.1 Bids shall be submitted by bidders and received by the BAC on/or before _____ (time and date to be specified by the BAC) at the following address:

THE CHAIRPERSON

Bids and Awards Committee

PHILIPPINE PORTS AUTHORITY

Port District Office of _____

Address:

20.2 During submission of the bids, the names of the persons delivering and receiving, as well as the time the bids are received shall be recorded by the designated BAC Secretariat.

20.3 At its discretion, the BAC may extend the deadline for the submission of Bids by issuing an Addendum in which case all rights and obligations of the bidders previously subjected to the original deadline will thereafter be subject to the amended deadline.

21. Late Bids

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

22. Modification and Withdrawal of Bids

- 22.1 A bidder may modify its bid, provided this is done before the deadline for the submission and receipt of bids. Where a bidder modifies its bid, it shall not be allowed to retrieve its original bid but shall only be allowed to send another bid equally sealed, identified and linked to its original bid and marked as "Modification" thereof and stamped "Received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the bidder unopened.
- 22.2 A bidder, through a letter, may withdraw its bid before the deadline for the receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as may be imposed by the Authority. A bidder may also express its intention not to participate in the bidding through a letter, which should reach and be stamped received by the BAC before the deadline for the receipt of bids. A bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same bidding.

23. Opening and Preliminary Examination of Bids

- 23.1 The BAC shall open the first envelopes of Bidders in public to determine each Bidder's compliance with the documents prescribed in ITB Clause 14. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement or an incomplete or patently insufficient submission shall be considered "failed" for the particular requirement and immediately return to the bidder concerned its Financial Bid unopened. Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 23.2 A bidder determined as "failed" has three (3) calendar days upon written notice, or if present at the time of bid opening, upon verbal notification, within which to file a request for reconsideration with the BAC; provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to fault of the bidder concerned; provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of said failed bidder unopened and duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 23.3 Immediately after determining compliance with the requirements in the Technical Component, the BAC shall forthwith open the Financial Component of each remaining eligible bidder whose Technical Bid was

rated "passed". The Financial Bid of each complying bidder shall be opened within the same day. In case one or more of the requirements in the Financial Bid of a particular bid is missing, incomplete or patently insufficient, the BAC shall rate the bid concerned as "failed".

- 23.4 The Financial Bid shall be considered non-complying and shall be rejected if the Financial Bid submitted provides a compensation corresponding to the approved RRTF sharing scheme greater than 40%.
- 23.5 Only bids that are determined to contain all the requirements for both technical and financial components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 23.6 The BAC shall prepare the minutes of the proceedings of the bid opening that shall include among others the following:
 - a) the names of the bidders, checklist of requirements, financial bids, bid securities, and findings if any; and
 - b) attendance sheet.
- 23.7 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award.

24. Detailed Evaluation and Comparison of Bids

- 24.1 The BAC shall undertake detailed evaluation and comparison of the financial bids to determine their compliance with the requirements as specified in Section 23 hereof. If the financial bid does not meet the said requirements, the same is considered non-complying and shall be rejected.
- 24.2 The BAC shall rank the complying bidders thereof in ascending order based on their financial bids to identify the Lowest Calculated Bid (LCB).
- 24.3 The bidder with the LCB shall be subject to post-qualification to determine its responsiveness to the bid requirements.
- 24.4 After all bids have been received, opened, examined, evaluated and ranked, the BAC shall prepare the corresponding Abstract of Bids. All members of the BAC shall sign the Abstract of Bids and attach thereto all the bids with their corresponding bid securities and the minutes or proceedings of the bidding. The Abstract of Bids shall contain the following:
 - a) Name/location of the port subject of bidding.

- b) Time, date and place of bid opening.
- c) Names of bidders and their corresponding financial bid arranged from lowest to highest, the amount of bid security and the name of the issuing entity.

25. Post Qualification

- 25.1 Within three (3) calendar days from the determination of the lowest calculated bid, the BAC shall conduct and accomplish a post qualification of the bidder with the LCB, to determine whether the bidder concerned complies with all the requirements and conditions for eligibility and the bidding requirements, as specified in the bidding documents, in which case the said bidder's bid shall be considered and declared as the Lowest Calculated and Responsive Bid (LCRB).
- 25.2 The post qualification shall validate and ascertain all statements made and documents submitted by the bidder with the LCB, among others, the following:
 - a) Legal Requirements – To verify, validate and ascertain licenses and agreements submitted by the bidder and the fact that he has not been blacklisted as a RORO service provider/CH operator.
 - b) Technical Requirements – To determine compliance with the requirements of the bidding documents and the contract, to include, among others:
 - 1) Verification and validation of the bidder's stated competence and experience and those of the key officials and personnel to operate and manage the RORO operations.
 - 2) Verification of availability and commitment, and/or inspection of RORO equipment and safety gears owned by the bidder.
 - 3) Ascertainment of sufficiency of the bid security, as to type, amount, form and wording and the validity period.
 - c) Financial Requirements – To verify, validate and ascertain among others, the financial bid, available paid-up capital, committed working capital and credit line with a bank, if any.
- 25.3 If the BAC determines that the bidder with the LCB passes all the criteria for post qualification, it shall declare the said bidder as the LCRB and the contract for RORO services shall be awarded to the said bidder.

- 25.4 If, however, the BAC determines that bidder with the LCB fails the criteria for post qualification, it shall immediately notify the said bidder in writing of its post disqualification, and the grounds for it. The post-disqualified bidder shall have three (3) calendar days from receipt of the said notification to request from the BAC, if it so wishes, a reconsideration of this decision. The BAC shall evaluate the request for reconsideration, if any, using the same non-discretionary criteria and shall issue its final determination of the said request within seven (7) calendar days from receipt thereof.
- 25.5 Immediately after the BAC has notified the first-ranked bidder of its post-disqualification and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the second-ranked bidder. If the second-ranked bidder passes the post-qualification and provided that the request for reconsideration of the first-ranked bidder has been denied, the second-ranked bidder shall be post-qualified as the bidder with the LCRB and the contract for RORO services shall be awarded to it.
- 25.6 If the second-ranked bidder, however, fails the post-qualification, the post-qualification procedure shall be repeated for the bidder with the next-ranked bidder, and so on until the LCRB is determined for award.
- 25.7 In the event two or more bidders have been post qualified as LCRB, the tie shall be resolved through a tie-breaking scheme, viz:
1. The LOTTO Scheme shall be used wherein the concerned bidders shall select when will be the Lotto draws date shall be used (e.g. 6/42 – every Tuesday and Saturday, 6/45 – every Monday, Wednesday and Friday or 6/49 – every Sunday and Thursday);
 2. From slots 1 to 6, each concerned bidder shall select their respective slot thru drawing of numbers;
 3. During the Lotto draw date (as selected by the bidders), the numbers as consecutively drawn shall be placed in the slots 1 to 6; i.e. first numbers to be drawn shall be placed in slot no. 1, second to be drawn in slot no. 2 and so on;
 4. The bidder whose slot gets the highest number shall be declared as the LCRB;
 5. In case there are more than six (6) tied bidders, the BAC shall use the bingo chips to break the tie.

26. Reservation Clause

The BAC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract for RORO services in the following situations:

- a) If there is prima facie evidence of collusion between appropriate public officers or employees of the procuring entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- b) If the BAC is found to have failed in following the prescribed bidding procedures; or
- c) For any justifiable ground where the award of the contract for RORO services will not redound to the benefit of the Authority.

27. Contract Award

27.1 The General Manager shall within a period of fifteen (15) calendar days from the determination and declaration of the LCRB and recommendation of the award approve or disapprove said recommendation. In case of approval, the Notice of Award (NOA) shall be immediately issued to the bidder with the LCRB with corresponding advice to submit the required performance security bond within thirty (30) calendar days from the signing of the contract.

27.2 Contract award shall be made within the bid validity period. Should it become necessary to extend the validity of the bids and, if applicable, the bid securities, the Authority shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their bid securities.

27.3 The BAC shall also notify all losing bidders of its decision.

28. Signing of the Contract

The winning bidder or its duly authorized representative shall formally enter into contract with the Authority within ten (10) calendar days from receipt of the NOA.

29. Performance Security

29.1 To guarantee the faithful performance by the winning bidder of its obligations under the contract prepared in accordance with the bidding

documents, it shall post a performance security within thirty (30) calendar days from signing of the contract. The performance security may be in any of the following forms:

- (a) Cash, certified check, cashier's/manager's check, bank draft/guarantee confirmed by a reputable local bank;
- (b) Irrevocable letter of credit issued by a reputable commercial bank or in case of an irrevocable letter of credit issued by a foreign bank the same shall be confirmed or authenticated by a reputable local bank;
- (c) Surety bond, callable upon demand issued by the GSIS or other reputable surety or insurance company duly licensed by the Office of the Insurance Commission; or
- (d) A combination of the foregoing;

The required amount of the above forms of security shall be in accordance with the following schedule:

FORM OF PERFORMANCE SECURITY	Php _____ (TOTAL GROSS INCOME FROM RORO OPERATIONS OF THE PORT FOR THE IMMEDIATELY PRECEDING YEAR)
Cash, certified check, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit	Five percent (5%)
Surety Bond	Thirty percent (30%)

The performance security shall be posted in favor of the Authority and shall be forfeited in favor of the Authority in the event it is established that the winning bidder is in default in any of its obligations under the contract for RORO services.

30. Notice to Proceed (NTP)

The Authority shall issue the NTP, together with a copy of the approved contract for RORO services to the successful bidder within three (3) calendar days from the date of approval. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful bidder. If an effectivity date is provided in the NTP, all notices called for by the terms of the approved contract shall be effective only from such effectivity date.

31. Venue of Court Cases

The venue of any court action arising from or resulting from the conduct of this bidding shall be laid solely and exclusively in the proper court of the City/Municipality of (to be determined by the BAC).

32. Governing Rules and Regulations

Any and all matters regarding the bidding and award of contract for RORO services at the Port of _____ not covered by the provisions of this ITB shall be governed by the applicable provisions of R.A. No. 9184 and its revised IRR.

ANNEX “C”

BID DATA SHEET

BID DATA SHEET

ITB Clause	
1	<p>The Scope of Bid is the provision of RORO services at the Port of _____, particularly defined and delineated in the Port Layout Plan, hereto attached as Annex "A".</p> <p>The services to be provided shall include the operation in the marshalling area, segregation of RORO traffic, establishment of loading sequence and other services necessary in RORO operations as provided for in Section 3.d of the TOR.</p>
8	<p>The BAC will hold a pre-bid conference on:</p> <p>Date : _____</p> <p>Time : _____</p> <p>Venue : _____</p>
10.1	<p>The address of the BAC is:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>Contact person:</i></p> <p>_____</p> <p>Head Secretariat</p> <p>Telephone No.: _____</p>
14	<p>The statement of all ongoing and completed RORO, cargo handling and related contracts shall include all such contracts within (period to be prescribed by the BAC) prior to the deadline for the submission and receipt of bids.</p>
16	<p>Bids will be valid for one hundred twenty (120) calendar days from the date of the opening of bids.</p>
17	<p>The bid security shall be valid for one hundred twenty (120) calendar days from the date of the opening of bids</p>
17.6	<p>The additional grounds for forfeiture of bid security are the following:</p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents. 2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in

	<p>order to influence the outcome of eligibility screening or any other stage of the public bidding.</p> <ol style="list-style-type: none"> 3. Allowing the use of one's name, or using the name of another for purposes of public bidding. 4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid. 5. Refusal or failure to post the required performance security within the prescribed time. 6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. 7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. 9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
18	<p>Each Bidder shall submit one (1) original and seven (7) duplicate copies of the technical and financial components of its bid.</p> <p>In the event of any discrepancy between the original and the reproduced copies, the original shall prevail.</p> <p>All bid documents shall be properly book-bound (cloth-bound, hard-bound or paper-bound) and labelled.</p> <p>Failure of the bidder to comply with the requirements of the Procuring Entity on format and signing, sealing and marking and packaging of bids shall be a ground for disqualification.</p>
20	<p>The address for submission of bids is:</p> <p>THE CHAIRPERSON Bids and Awards Committee PHILIPPINE PORTS AUTHORITY Port District Office of _____ Address: _____</p>

	<p>The deadline for submission of bids is:</p> <p>Date and Time: _____</p> <p>Venue : _____</p> <p>Address : _____</p>
23	<p>The place of bid opening is:</p> <p>PHILIPPINE PORTS AUTHORITY Port District Office of _____ Address : _____ _____</p> <p>The date and time of bid opening is (date) – (time)</p>
30	<p>The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the contract.</p>

ANNEX “D”

TERMS OF REFERENCE



Port District of _____

TERMS OF REFERENCE
For the Bidding of Roll-On/Roll-Off (RORO) Services at the
Port of _____

1. Introduction

- 1.1 The Philippine Ports Authority (PPA) wishes to engage the services of a RORO Service Provider (RRSP) to provide the RORO Services in the abovementioned port.
- 1.2 This Terms of Reference (TOR) is intended to convey the services and obligations required of the RRSP.

2. Objectives

- 2.1 This TOR shall serve as guide to the eligible bidders interested to participate in the public bidding for the provision of RORO Services at the Port of _____ (**name of port**), in _____ (**place**).
- 2.2 This part of the bidding documents sets out the general and operating conditions both of which shall be mandatory and will form part of the Contract for the provision of RORO Services.

3. Scope of Services Subject to Bidding

- 3.1 The scope of this bid is the RORO Services at the Port of _____, which encompasses the area of _____ (**exact area of operations**), particularly defined and delineated in the Port Layout Plan (**Port Layout Plan to be provided by the PMO concerned**), hereto attached as Annex "A".
- 3.2 The services to be provided include the operation in the marshalling area, segregation of RORO Traffic, establishment of loading sequence and other related RORO services.
 - a) **Operation in the Marshalling Area** – allocating queuing lanes, setting up proper signs concerning information and instructions and establishing adequate access lanes for other vehicular traffic. This may involve setting up a public address system to cover a marshalling area of operations.

b) **Segregation of RORO Traffic** – concerns the establishment of sequence of activities to be covered in RORO operations, thus:

- (1) For inbound traffic, all passengers shall be required to disembark prior to unloading of inbound vehicles;
- (2) For outbound traffic, all vehicles shall be loaded prior to boarding of passengers.

c) **Establishment of Loading Sequence** – is the obligation of the shipping company to book outbound vehicles and indicate the loading sequence for the RRSP to implement. As an alternative, an explicit written procedure using the “first-come, first-serve” principle with the desired mix of vehicle types and load configurations may be followed which will be subject to prior agreement and arrangement between PPA and the shipping line for implementation by the RRSP.

Depending on the type of RORO vessel, the ship’s captain thereof may implement a sequence and/or procedure for a safe and secure embarkation and disembarkation of passengers, provided the PPA and RRSP are given prior information and concurrence on the same.

d) **Other Services in RORO Operations**

Other services which are necessary in RORO operations, which the RRSP may subject to certain fees or charges, are:

- (1) Supervision of the parking of **outbound** RORO vehicles in the marshalling area.
- (2) Ship’s stowage services in coordination with the vessel officer concerned.
- (3) Securing RORO vehicle onto vessel deck at the option of ship captain to be conveyed in writing. Said services shall be performed only by personnel of the authorized RRSP under the direct supervision of the Vessel Master/Chief Mate or any equivalent officer of the vessel concerned, who shall bear the responsibility for the consequences arising therefrom.
- (4) Provision of appropriate supplemental shore-based ramps or facilities to enable RORO operations when there are port constraints due to force majeure, tidal conditions and/or the like.

- (5) Provision of dunnages or wedges ("ka/so") to ensure safety of vehicles while rolling in and out of the vessel's ramp or while parked at the designated parking area.
- (6) Provision of stand-by equipment such as tow-truck, prime mover or forklift (with operator or driver) in case of breakdown of RORO vehicle.
- (7) Provision of driver or vehicle operator upon the request of the vehicle owner.
- (8) **Stripping of cargo from stalled RORO vehicles** inside the port and **re-stuffing and re-loading of cargo into RORO vehicles.**
- (9) Towing or removal of stalled RORO vehicles within the port premises.

e) **(Other related port services to be specified by the BAC, if any).**

4. Area of Operations and Duration of Contract

- 4.1 The operational area that is the subject of the bid shall cover the existing facilities at the Port of _____ particularly described and delineated in Annex "A" hereof.
- 4.2 The contract for the provision of RORO services subject of the bid shall be for a period of **five (5) years**.

5. RORO Terminal Fee (RRTF) Sharing Scheme and Percentage Government Share

- 5.1 The Authority shall compensate the RRSP with the amount corresponding to the PPA approved RRTF sharing scheme required in the contract. Said compensation shall not be more than 40% of the income derived from the provision of RORO Services.
- 5.2 The percentage government share on the gross income derived from the cargo handling (CH) component of the RRSP for the entire duration of the contract shall be ten percent (10%) thereof.

6. Criteria for Award of Contract for RORO Operation

- 6.1 The Contract for the provision of RORO Services shall be awarded to the eligible bidder that offered the lowest compensation corresponding to the RRTF sharing scheme for the entire duration of the contract which comply with all the requirements and limitations thereof.

6.2 In the event that there is a tie between or among the eligible bidders, the tie shall be resolved through the following tie-breaking scheme, viz:

1. The LOTTO Scheme shall be used wherein the concerned bidders shall select when will be the Lotto draws date shall be used (e.g. 6/42 – every Tuesday and Saturday, 6/45 – every Monday, Wednesday and Friday or 6/49 – every Sunday and Thursday);
2. From slots 1 to 6, each concerned bidder shall select their respective slot thru drawing of numbers;
3. During the Lotto draw date (as selected by the bidders), the numbers as consecutively drawn shall be placed in the slots 1 to 6; i.e. first numbers to be drawn shall be placed in slot no. 1, second to be drawn in slot no. 2 and so on;
4. The bidder whose slot gets the highest number shall be declared as the winning bidder;
5. In case there are more than six (6) tied bidders, the BAC shall use the bingo chips to break the tie.

7. Business Plan

7.1 The RRSP must have a Business Plan highlighting the business strategy that will be employed in the provision of RORO Services for the duration of the contract. The Plan shall include the following:

- RORO Traffic Projection and Analysis
- RORO Equipment/Safety Gears and Facility
- Capital Structure/Requirement
- Manual of Systems and Procedures
- People Development

7.2 Each component of the Business Plan should comply or include the prescribed minimum requirements thereof, if any.

8. RORO Services Fees

8.1 The RORO charges and related fees to be collected by the RRSP for the provision of RORO and other port related services shall be the rates prescribed by the Authority.

(Note: The BAC should indicate only the applicable RORO rates)

8.2 Authorized RORO Charges

- a. RORO Terminal Fee – Charge on the self-powered vehicles for the use of the terminal.
- b. RORO Berthing Fee – Charge on the RORO vessel for mooring and berthing at the RORO Terminal.

8.3 Authorized CH Rates for Non-RORO Services - The RRSP shall not change or alter the existing rates or charges, introduce new fees other than those prescribed and approved by the Authority. Items for which there are no official rates issued by the Authority shall immediately be reported by the Port Manager concerned to the AGM for Operations for the issuance of an official rate.

- a. Charges on Cargo Handling Services rendered as part of the Non-RORO Component of Terminal RORO operations
- b. Charges on performed services by the RRSP listed under Item Nos. 3.2, (d) and (e) of this TOR subject to the approval of Authority.

8.4 The RRSP shall at all times implement a “no-service-no-pay” policy.

9. Financial Obligations and Responsibilities

- 9.1 The RRSP shall remit to the Authority, not later than the fifth (5th) day of every month (for the prior month's gross income), a government share on the gross income derived from the cargo handling component, whether billed/unbilled and collected/uncollected by the RRSP. The remittance of the government share is without prejudice to the implementation by the Authority of the direct or daily collection system.
- 9.2 The RRSP shall pay all taxes and other impositions that may be levied upon its interests or activities covered by Contract for the provision of RORO Services, by the government or its agencies, instrumentalities or political subdivisions.
- 9.3 The RRSP shall secure the required insurance coverage from the Government Service Insurance System (GSIS) for the government-owned facilities and structures that the RRSP shall be responsible for. The insurance policies shall be effective from the date of signing of the Contract and shall be for the duration of the Contract for the provision of RORO Services. All related insurance costs shall be borne and paid for by the RRSP.

- 9.4 The RRSP shall, within thirty (30) days from the effectivity of the contract, put up the required performance security which shall be in accordance with the following schedule:

FORM OF PERFORMANCE SECURITY	Php (TOTAL GROSS INCOME FROM RORO OPERATIONS OF THE PORT FOR THE IMMEDIATELY PRECEDING YEAR)
Cash, certified check, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit	Five percent (5%)
Surety Bond	Thirty percent (30%)

Performance security if in the form of a surety bond shall be callable upon demand and secured from the GSIS or any private insurance company accredited by the Insurance Commission pursuant to PPA BoardCom Resolution No. 2009-1201.

The performance security, 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 the contract and shall be further subject to pertinent provisions of existing and applicable rules and regulations.

The amount of the performance security shall be adjusted from time to time in accordance with pertinent guidelines of the Authority.

- 9.5 The RRSP shall pay charges relating to electric, water, communications and other utilities used within its area of responsibility.
- 9.6 The RRSP binds itself to establish and maintain a deposit in a reputable bank the amount specified in the contract but not less than One Hundred Thousand Pesos (Php 100,000.00) as working capital to sufficiently meet its day-to-day operational needs, including claims arising from its RORO operations.

10. Management and Operational Requirements

- 10.1 The RRSP shall on its own account provide and deploy upon commencement of operation its committed principal/key operations

personnel and portworkers as well as the committed RORO equipment and gears. These shall include the minimum requirements thereof which shall be as follows:

PRINCIPAL/KEY RRSP PERSONNEL	Years of Relevant Work Experience
Operations Manager	5
Safety Officer	5

RORO EQUIPMENT/SAFETY GEARS	UNIT	CAPACITY
(TO BE DETERMINED BY THE BAC)		

10.2 The RRSP shall likewise provide and deploy on its own account the additional and replacement equipment and gears committed in its Business Plan according to its schedules and such other necessary RORO equipment and safety gears as may be required by the Authority.

10.3 The RRSP shall be responsible for the repair and maintenance of all RORO equipment/safety gears used in the Terminal RORO operations as well as the security thereof.

All repairs thereof, whether major or minor, and regardless of the cost, shall be for the sole account and responsibility of the RRSP, and the Authority shall have no obligation, at the termination/expiration of its Contract, to reimburse the RRSP for the cost thereof.

10.4 If during the contract period, RORO equipment are procured by the RRSP whose depreciation period is longer than the contract period, the existing Contract for the provision of RORO Services shall not be deemed automatically extended to allow full depreciation.

10.5 All properties owned and belonging to the Authority but made available to the RRSP shall be returned to the former in good working conditions immediately upon the termination or expiration of the Contract the provision of RORO Services.

11. Facilities Constructed or Introduced by the RRSP

- 11.1 The RRSP shall provide, on its own account and expense, the facilities committed in the Business Plan or necessary for the RORO operations as may be required by the Authority, and shall be responsible for its repair, maintenance and security.
- 11.2 The facilities constructed or introduced by the RRSP in the port shall, upon termination or expiration of the Contract, automatically become, free of charge, the property of the Authority, free from all liens and encumbrances.

12. Port Labor

- 12.1 The RRSP shall employ and utilize existing portworkers, subject to pertinent provisions of existing labor laws, rules and regulations, as well as the pertinent provisions of PPA Administrative Order No. 01-2006, as amended.
- 12.2 The RRSP shall respect existing Collective Bargaining Agreements, (CBA), if any, pursuant to pertinent labor laws and other existing rules and regulations.
- 12.3 The RRSP shall put up the Portworkers' Retirement and Separation Fund (PRSF) in accordance with the provision of PPA Administrative Order No. 01-2006, as amended, which shall be exclusively used to finance the benefits of portworkers who resign, retire or have been retrenched or whose services have been terminated due to changes in RRSP in the said port.

13. Port Management Information System

- 13.1 The RRSP shall undertake and implement appropriate management information systems (MIS) or computer programs for its port operations and financial transactions, adoptable and compatible with the PPA MIS Computerization Project.
- 13.2 The computerization programs shall, save for confidential and privileged information, cover data transfer collaboration between the Authority and the RRSP and other port stakeholders that will allow efficient handling of information.

14. Maintenance and Upkeep of Port

14.1 The RRSP shall maintain the operational areas of the port in a clean, safe, usable and in proper working condition at the Terminal RRSP's expense and account.

14.2 The RRSP shall be responsible for the cleanliness, good housekeeping, as well as port garbage collection in accordance with the policies of the Authority in the area, offices, shed and other premises under its operational control.

15. Port Safety and Security

15.1 The RRSP shall implement a Port Security Plan in accordance with the pertinent rules and regulations of the Authority to safeguard and protect port personnel and legitimate port clients, users, cargoes, buildings, RORO and safety equipment and gears in the port.

15.2 Provide safety signs, slogans and similar notices in strategic places in the Port.

16. Access to the Port Premises

16.1 The RRSP shall ensure that access to the port and its premises shall be governed by a Port Security Plan implemented by the Authority. However, any person authorized by the Authority shall have, at any time upon prior and proper notification, access to the port premises.

17. Compliance with Laws, Rules and Regulations, Policies and Guidelines

17.1 The RRSP shall comply with all applicable existing laws, rules and regulations, policies and guidelines and those which may hereafter be promulgated by PPA and other government instrumentalities.

17.2 All such laws, rules and regulations, policies and guidelines shall be read into and made integral part of this TOR.

ANNEX “E”

TECHNICAL COMPONENT

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AUTHORITY OF SIGNING OFFICIAL

I, _____ (Name of authorized signing official), of legal age, Filipino, single/married, and residing at _____ (Postal address) after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ (Position) of _____ (Name of firm or entity) an entity engaged in _____ (Nature of business) with principal office address at _____ (Postal address);
2. That I am the only official duly authorized to sign any or all bidding documents, to submit bids and to enter into Contract for the provision of RORO Services at the Port of _____ for and in behalf of the abovementioned firm; and
3. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the bidding requirements for the aforementioned contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 201__ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN to before me this _____ day of _____ 201__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of _____.

NOTARY PUBLIC

Note: A Special Power of Attorney must be executed and attached in case the Authorized Signing Official is not the owner-proprietor. In case the applicant is a corporation, partnership, cooperative or joint venture, a resolution of the Board or majority of partner or member, as the case may be, granting authority to the Signing Official must be attached hereof.

**COPY OF ARTICLES OF
INCORPORATION/PARTNERSHIP/COOPERATION AND BY-LAWS,
WHICHEVER MAY BE APPROPRIATE UNDER EXISTING LAWS OF
THE PHILIPPINES**

E Form - 03

**COPY OF DEPARTMENT OF TRADE AND INDUSTRY (DTI),
SECURITIES AND EXCHANGE COMMISSION (SEC), OR
COOPERATIVE DEVELOPMENT AUTHORITY (CDA)
CERTIFICATE OF REGISTRATION, WHICHEVER MAY BE
APPROPRIATE UNDER EXISTING LAWS OF THE
PHILIPPINES**

E Form - 04

**COPY OF VALID AND CURRENT MAYOR'S PERMIT OR
MUNICIPAL LICENSE FROM THE CITY OR MUNICIPALITY
WHERE THE PRINCIPAL PLACE OF BUSINESS IS
LOCATED**

E Form - 05

**COPY OF TAXPAYER'S IDENTIFICATION NUMBER
(TIN) CARD**

E Form - 06

**COPY OF JOINT VENTURE AGREEMENT IN CASE OF
PERSONS OR ENTITIES FORMING THEMSELVES INTO A
JOINT VENTURE (IF APPLICABLE)**

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AFFIDAVIT OF NON-INCLUSION IN THE BLACKLIST

I, _____ (Name of authorized signing official) _____, of legal age, Filipino, single/married, and residing at _____ (Postal address) _____ after having been duly sworn to in accordance with law hereby depose and say:

1. That I am the _____ (Position) _____ of the _____ (Name of firm or entity) _____ engaged in _____ (Nature of business) _____ with principal office address at _____ (Postal Address) _____.
2. That the aforesaid firm, which I am representing and intends to participate in the bidding of the Contract for the provision of RORO Services at the Port of _____, is not blacklisted or barred from bidding by the government, or any of its agencies, offices, or corporations and has no RORO or any other contract with PPA terminated or cancelled for cause.
3. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the bidding requirements for the aforementioned contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201__ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 201__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of _____.

NOTARY PUBLIC

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AFFIDAVIT OF AUTHENTICITY

I, _____ (Name of authorized signing official) _____, of legal age, single/married, Filipino and residing at _____ (Postal address) _____, after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ (Position) _____ of the _____ (Name of the firm or entity) _____, engaged in the business of _____ (Nature of business) _____ with principal office address at _____ (Postal address) _____;
2. That each of the bidding documents submitted for the bidding of the provision of RORO services at the Port of _____ is an authentic and original copy or a true and faithful reproduction of the original, and that all statements and information provided therein are true and correct;
3. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the bidding requirements for the aforementioned contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201____ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN to before me this _____, day of _____ 201____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

NOTARY PUBLIC

Doc No. _____;
Page No. _____;
Book No. _____;
Series of _____.

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ SS }

**AFFIDAVIT OF COMPLIANCE WITH EXISTING LABOR LAWS AND
STANDARDS**

I, _____ (Name of authorized signing official) _____ of legal age, with residence and address at _____ (Postal address) _____, after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ (position/title) _____ of _____ (Name of company) _____, or entity engaged in the business of _____ (nature of business) _____ with principal office and business address at _____ (postal address) _____;
2. That our firm shall abide with the existing labor laws and standards, rules and regulations of the Department of Labor and Employment (DOLE) in connection with the implementation of the contract for RORO services.
3. That if our firm violates any rules and regulations as prescribed for by DOLE, I/We will accept sanctions that may be imposed on our firm.

IN WITNESS WHEREOF, I hereunto affixed my signature this _____ day of _____, 201__ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN to before me this _____ day of _____ 201__ in _____, Philippines, affiant exhibiting to me his Community Tax Certificate No. _____ issued on _____ at _____.

NOTARY PUBLIC

Doc No. _____;
Page No. _____;
Book No. _____;
Series of _____.

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AFFIDAVIT OF DISCLOSURE OF NO RELATIONSHIP

I, _____ (Name of authorized signing official), of legal age, Filipino, single/married, and residing at _____ (Postal address) after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ (Position) of the _____ (Name of firm or entity) engaged in the business of _____ (nature of business) with principal office address at _____ (Postal address);
2. That I or any of the employees, officers, directors, or controlling stockholders of the firm that I am representing is not related by consanguinity or affinity within the third civil degree to the PPA General Manager, the members of BAC, TWG, Secretariat, or any officials or employees of the Philippine Ports Authority (PPA) having direct access to information that may substantially affect the result of the bidding for the provision of RORO services at the Port of _____; and
3. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the bidding requirements for the aforementioned contract.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 201__ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 201__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of _____.

NOTARY PUBLIC

LETTER OF AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

Date

Name of the Chairperson
Bids and Awards Committee (BAC)
Philippine Ports Authority
Port District Office of _____
Address

Dear Sir:

Reference is made to our Application to Bid on the contract for the provision of RORO services at the Port of _____.

In accordance with PPA Administrative Order No. _____, I/we hereby authorize the Port District Office of _____ or its authorized representative(s) to verify the statements, documents and information submitted herewith to substantiate our bid.

The following persons, including telephone/fax numbers may be contacted to provide further information with regard to this application:

	NAME	TEL. NUMBER	FAX NUMBER
a. Technical Matter	_____	_____	_____
b. Financial Matters	_____	_____	_____
c. Personnel Matters	_____	_____	_____

Very truly yours,

(Name of Firm)

By:

(Name and Signature of Authorized Signing Official)

BUSINESS PROFILE OF THE PROSPECTIVE BIDDER

I. GENERAL INFORMATION

Name of Company:

Tax Account No.:

Address:

Tel. No.:

Fax No.:

Email Address:

Form of Organization:

Officers

Name	Nationality	Position

Board of Directors

Name	Nationality

Stockholders or Shareholders owning at least five percent (5%) of the company's interest or outstanding capital stock

Name	Nationality	Percentage Share

Principal/Key Personnel for RORO operations

Name	Nationality	Position	No. of yrs. Occupying the Position
Operations Manager			
Safety Officer			

Person Managing the Company:

Name: _____

Designation: _____

Tel/Cellphone No.: _____

II. LEGAL INFORMATION:

Place of Incorporation / Registration: _____

Year of Incorporation / Registration: _____

DTI Registration: _____

SEC Registration: _____

III. FINANCIAL INFORMATION:

(for the last three (3) years)

Year	Total Assets	Current Assets	Total Liabilities	Current Liabilities	Networth

IV. RORO OR PORT RELATED SERVICE CONTRACTS AND PERMITS:

(for the last five (5) years or such period prescribed by the BAC)

Area of Operation	Date Issued	Date Expired	Average Annual Gross Income	Government Share Paid to PPA

V. AWARDS, CITATIONS and RECOGNITIONS (relevant to port and related services)

Attach certified true copies of awards, citations and recognitions received by the company, as applicable.

VI. OTHER RELEVANT INFORMATION

(Name and Signature of Authorized Signing Official)

Date: _____

Note: Please use additional separate sheet if necessary.

**CURRICULUM VITAE (CV) OF PROSPECTIVE BIDDER'S
PRINCIPAL/KEY PERSONNEL FOR RORO OPERATIONS
(FOR RORO OPERATIONS MANAGER AND SAFETY OFFICER)**

NAME (LAST, FIRST, MIDDLE)	STATUS:	SEX:	1X1" ID PHOTO
RESIDENCE ADDRESS:	BIRTHDATE:	AGE:	
	BIRTHPLACE:		

HIGHEST EDUCATIONAL ATTAINMENT

NAME OF SCHOOL	ADDRESS	DEGREE/COURSE	YR. GRADUATED

RORO OR PORT RELATED WORK EXPERIENCE

INCLUSIVE DATES	POSITION	NAME OF COMPANY, ADDRESS

RORO OR PORT RELATED TRAININGS UNDERTAKEN

TITLE AND DESCRIPTION	CONDUCTED BY	INCLUSIVE DATES	NO. OF HOURS

NAME AND SIGNATURE

It is hereby certified that the above personnel will be assigned for the RORO operations at the Port of _____ if the contract for RORO services thereat is awarded to our firm.

(Name of firm)

By:

(Name and Signature of Authorized Signing Official)

Date : _____

**STATEMENT OF COMPLETED, ONGOING, AND AWARDED BUT NOT YET STARTED RORO, CARGO
HANDLING (CH) AND RELATED CONTRACTS**

Title of the RORO, CH and related Contract and Name of Party Contracted With	Location of Port	Type of RORO/Cargo Handling Service	Contract Term (no. of years)	Effectivity and Expiry Dates of the Contract	Annual Average Throughput (Metric Tons, TEUs, or Units)	Paid Up Capital Required
COMPLETED (for the last five (5) yrs. or period as prescribed by the BAC)						
1.						
2.						
3.						
4.						
5.						

ONGOING							
1.							
2.							
3.							
4.							
5.							
AWARDED							
1.							
2.							
3.							
4.							
5.							

AWARDED BUT NOT YET STARTED							
1.							
2.							
3.							
4.							
5.							

Notes:

This statement shall be supported with:

1. Copy of Notice of Award
2. Copy of RORO, CH and related contracts
3. Certification from the Government or Private Port Owner Concerned as to the annual volume of cargoes handled

Please use additional sheet if necessary.

(Name of Firm)

By:

(Name and Signature of Authorized Signing Official)

Date: _____

**COPY OF LATEST GENERAL INFORMATION SHEET (GIS)
SUBMITTED TO THE SECURITIES AND EXCHANGE
COMMISSION (SEC), IF APPLICABLE**

**COPY OF AUDITED FINANCIAL STATEMENTS, STAMPED
"RECEIVED" BY BIR OR ITS DULY ACCREDITED AND
AUTHORIZED INSTITUTIONS FOR THE IMMEDIATELY
PRECEDING CALENDAR YEAR SHOWING, AMONG OTHERS,
TOTAL AND CURRENT ASSETS AND LIABILITIES. FOR NEW
ESTABLISHMENTS, COPY OF BALANCE SHEET AND
INCOME STATEMENT, STAMPED "RECEIVED" BY THE BIR
OR ITS DULY ACCREDITED AND AUTHORIZED
INSTITUTIONS FOR THE MOST RECENT QUARTER**

**COPY OF INCOME TAX RETURN (ITR) FOR THE
IMMEDIATELY PRECEDING YEAR DULY FILED AND
STAMPED "RECEIVED" BY THE BIR OR PROOF OF
ELECTRONIC FILING OF THE SAME. FOR NEW
ESTABLISHMENTS WHICH HAVE NO ANNUAL ITR,
COPY OF THE MOST RECENT QUARTERLY ITR DULY
FILED AND STAMPED "RECEIVED" BY THE BIR OR
PROOF OF ELECTRONIC FILING THEREOF**

**COPY OF VALUE ADDED TAX (VAT) OR PERCENTAGE
TAX RETURN (PTR) COVERING THE IMMEDIATELY
PRECEDING SIX (6) MONTHS DULY FILED AND
STAMPED "RECEIVED" BY THE BIR OR PROOF OF
ELECTRONIC FILING OF THE SAME. FOR THOSE WITH
LESS THAN SIX (6) MONTHS OF OPERATIONS, COPY
OF THE MONTHLY BUSINESS TAX RETURNS DULY
FILED AND STAMPED "RECEIVED" BY THE BIR OR
PROOF OF ELECTRONIC FILING THEREOF**

E Form - 19

**COPY OF TAX CLEARANCE CERTIFICATE ISSUED BY THE
COLLECTION ENFORCEMENT DIVISION OF THE BUREAU OF
INTERNAL REVENUE (BIR)**

E Form - 20

**CERTIFICATION FROM THE PPA HEAD OFFICE TREASURY
DEPARTMENT THAT THE PROSPECTIVE BIDDER HAS NO
OUTSTANDING ACCOUNT**

**COMPUTATION OF AVAILABLE PAID UP CAPITAL/OWNER'S
EQUITY FOR THE CONTRACT (APCC/OE)**

The APCC/OE shall be at least equal to the paid up capital/owner's equity required for the contract for RORO services subject of bidding.

FORMULA:

APCC/OE = Paid Up Capital/Owner's Equity per financial statements less paid up capital required for all existing contracts for RORO services, CH and related contracts awarded but not yet started.

(Name of Prospective Bidder) APCC is Php _____.

**OR COPY OF THE BANK CREDIT LINE COMMITMENT THE
AMOUNT OF WHICH SHALL BE AT LEAST EQUAL TO THE
APCC/OE REQUIRED FOR THE CONTRACT FOR RORO SERVICES
TO BE BID.**

(Name and Signature of Authorized Signing Official)

Date : _____

INTENDED WORKING CAPITAL FOR RORO OPERATIONS

C E R T I F I C A T I O N

This is to certify that the (Name of the company) commits to provide and maintain a working capital in the amount of Php _____ for the provision of RORO services at the Port of _____.

Attached is the bank deposit certificate issued by (name of bank) in support thereof.

Issued this _____ day of _____, 201 ____.

(Name and signature of authorized signing official)

TECHNICAL BID SUBMISSION FORM

(Name of Company)

(Address)

Date: _____

The Chairperson

Bids and Awards Committee

PHILIPPINE PORTS AUTHORITY

PDO _____

Address _____

Dear Sir:

In response to your "INVITATION TO BID" dated _____, the undersigned _____ (Name & Position in the Company) of _____ (Name of Company), duly organized in accordance with the laws of the Republic of the Philippines, after having been issued and examined the Instructions to Bidders, Terms of Reference and Pro-forma Contract for RORO services at the Port of _____, hereby submits the following technical proposal documents/information:

- a. Authority of signing official
- b. Bid Security
- c. Certificate of Site Inspection
- d. Affidavit of Site Inspection
- e. Affidavit of Compliance on Bidder's Responsibilities
- f. Organizational Chart for the contract for RORO services
- g. Business Plan
- h. List of principal/key RRSP personnel for deployment at the start of operations

Personally, and for and in behalf of the firm, I do hereby certify that:

- a. All the statements made in this Technical Bid and in the required attachments, altogether consisting of _____ ()

pages which are consecutively numbered and signed in full by me on the bottom margins, are true and correct.

- b. This Technical Bid is made for the provision of RORO services at the Port of _____.
- c. The General Manager of the Philippine Ports Authority (PPA) or his duly authorized representative is hereby authorized to look into the books of accounts, documents, and other relevant records of our company, or to secure certified copies of our company's financial statements filed with the Bureau of Internal Revenue, for the purpose of verifying and ascertaining our technical and financial capabilities as a RORO service provider.
- d. Any public official, surety company, bank, equipment manufacturer or distributor or any other person, firm or corporation is hereby authorized and requested to furnish any pertinent information requested by the Authority as necessary to verify the documents submitted regarding the competence and general reputation of the company.

I hereby agree that the venue of court action on any case(s) arising or resulting from the conduct of public bidding for the aforesaid RORO services shall be filed exclusively in a proper court in the City/Municipality of (to be determined by the BAC).

I hereby guarantee the truth and correctness of the foregoing information and hold the firm and myself liable, criminally and civilly, for any misrepresentation or false statement made herein.

Very truly yours,

(Name and Signature of Authorized Signing Official)

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

SUBSCRIBED AND SWORN to before me this ____ day of _____ 201____, affiant exhibiting to me his Community Tax Certificate No. _____, issued on _____, at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AUTHORITY OF SIGNING OFFICIAL

I, _____ (Name of authorized signing official), of legal age, Filipino, single/married, and residing at _____ (Postal address) after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ (Position/title) of _____ (Name of firm or entity) an entity engaged in _____ (Nature of business) with principal office and business address at _____ (Postal address);
2. That I am the only official authorized to sign any or all bidding documents, to submit bids and to enter into contract for the provision of RORO services at the Port of _____;
3. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the bidding requirements for the aforementioned contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 201__ at _____, Philippines.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 201__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

NOTARY PUBLIC

Doc No. _____;
Page No. _____;
Book No. _____;
Series of _____.

Note: A Special Power of Attorney must be executed and attached in case the Authorized Signing Official is not the owner-proprietor. In case the applicant is a corporation, partnership, cooperative or joint venture, a resolution of the Board or majority of partner or member, as the case may be, granting authority to the Signing Official must be attached hereof.

TB FORM 3

**COPY OF BID SECURITY IN THE PRESCRIBED FORM, AMOUNT,
AND VALIDITY PERIOD**

TB FORM 4

**COPY OF CERTIFICATE OF SITE INSPECTION ISSUED BY
DULY AUTHORIZED OFFICIAL OF PMO CONCERNED**

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AFFIDAVIT OF SITE INSPECTION

I, _____ (Name of authorized signing official), of legal age, Filipino, single/married, with residence _____ and postal address _____ at _____, after having been duly sworn in accordance with law, hereby depose and say:

1. That I am the _____ (Position/Title) of _____ (Name of Company) an entity engaged in the business of _____ (Nature of Business), with principal office and business address at _____ (Postal Address) _____;
2. That the Philippine Ports Authority (PPA), PDO _____ is conducting a public bidding for the provision of RORO services at the Port of _____;
3. That a site inspection is among the requisites in the aforesaid public bidding;
4. That on _____ day of _____, 201____, I have conducted site inspection of the Port of _____;
5. That I am executing this affidavit to attest to the truth of the foregoing facts and as a requisite for the aforesaid bidding.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this _____ day of _____ 201____, in the City of _____.

(Name and Signature of Affiant)

SUBSCRIBED AND SWORN TO before me, on this _____ day of _____, 201____, in the City of _____ by the affiant with Community Tax Certificate No. _____, issued on _____ at _____.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

AFFIDAVIT OF COMPLIANCE ON BIDDER'S RESPONSIBILITIES

I, (Name of authorized signing official) of legal age, Filipino, single/married, with residence and postal address at _____, after having been duly sworn in accordance with law, hereby depose and say:

1. That I am the (Position/Title) of (Name of Company) an entity engaged in the business of (Nature of business), with principal office and business address at (Postal Address);
2. That the Philippine Ports Authority, PDO _____ is conducting a public bidding for the provision of RORO services at the Port of _____;
3. That with regard to the aforesaid bidding, the (Name of Company) is attesting that it is responsible for:
 - a. having taken steps to carefully examine all of the bidding documents;
 - b. having determined and acknowledged all matters pertaining to the RORO operations, location of the port, climatic condition of the area, availability of labor, transportation and communication and other factors that may affect the bid; and
 - c. having familiar with all the applicable laws, decrees, ordinances, rules and regulations thereof.
4. That I am executing this affidavit to attest to the truth of the foregoing statements and as a requirement for the aforesaid bidding.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this _____ day of _____ 201____ in the City of _____.

Name and Signature of Affiant

SUBSCRIBED AND SWORN to before me, on this _____ day of _____ 201____ in the City of _____ by the affiant with Community Tax Certificate No. _____ issued on _____ at _____.

NOTARY PUBLIC

Doc No. _____;
Page No. _____;
Book No. _____;
Series of _____.

**COPY OF ORGANIZATIONAL CHART FOR THE CONTRACT FOR
RORO SERVICES TO BE BID**

COPY OF THE BUSINESS PLAN**NOTE:**

1. The Roll-On/Roll-Off Terminal System (RRTS) Business Plan is a business strategy employed by the RORO Service Provider (RRSP) to effectively provide, manage and operate RORO services. The Plan shall be subject to a joint review by the Authority and the RRSP every two (2) years or as necessary and shall include, among others, the following:
 - (a) RORO Traffic Projection and Analysis – based on actual statistics to determine appropriate RORO operation requirements of the port for the duration of the contract.
 - (b) RORO Equipment/Safety Gears and Facility – the RORO equipment and facilities sufficient to cover the RORO requirements of the volume of RORO Vehicles/Cargoes passing through the port, procured and made available for the duration of the contract.
 - (c) Capital Structure /Requirement – investment or capitalization requirements sufficient to attain the objectives as stated in the RRTS Plan.
 - (d) Manual of Systems and Procedures –systems and procedures manual for RORO operations and financial transactions, and other activities of the RRSP with its clients and port users.
 - (e) People Development – a program for the improvement of the workers' and employees' welfare to include, among others, training, financial amelioration and other similar benefits.
2. Each component of the Business Plan should include the minimum requirements specified in the bidding documents, if any.

**LIST OF PRINCIPAL/KEY RRSP PERSONNEL FOR
DEPLOYMENT AT THE START OF OPERATIONS**

ANNEX “F”

FINANCIAL COMPONENT

FINANCIAL BID SUBMISSION FORM

(Name of Company)

(Address)

Date: _____

The Chairperson

Bids and Awards Committee

PHILIPPINE PORTS AUTHORITY

PDO _____

Address

Dear Sir:

In response to your "INVITATION TO BID" dated _____, the undersigned (Name & Position in the Company) of (Name of Company), duly organized in accordance with the laws of the Republic of the Philippines, after having been issued and examined the Instructions to Bidders, Terms of Reference and Pro-forma Contract for RORO services at the Port of _____, hereby submits the (proposed compensation corresponding to the approved RTEF sharing scheme for the duration of the contract).

Personally, and for and in behalf of the firm, I do hereby certify that:

- a. All the statements made in this Financial Bid and in the required attachments, altogether consisting of _____ () pages which are consecutively numbered and signed in full by me on the bottom margins, are true and correct.
- b. This Financial Bid is made for the provision of RORO services at the Port of _____.
- c. The General Manager of the Philippine Ports Authority (PPA) or his duly authorized representative is hereby authorized to look into the books of accounts, documents, and other relevant records of our company, or to secure certified copies of our company's financial statements filed with the

Bureau of Internal Revenue, for the purpose of verifying and ascertaining our technical and financial capabilities as a RORO Service Provider.

- d. Any public official, surety company, bank, equipment manufacturer or distributor or any other person, firm or corporation is hereby authorized and requested to furnish any pertinent information requested by the Authority as necessary to verify the documents submitted regarding the competence and general reputation of the company.

I hereby agree that the venue of court action on any case(s) arising or resulting from the conduct of public bidding for the aforesaid RORO services shall be filed exclusively in a proper court of the City/Municipality of (to be determined by the BAC).

I hereby guarantee the truth and correctness of the foregoing information and hold the firm and myself liable, criminally and civilly, for any misrepresentation or false statement made herein.

Very truly yours,

(Name and Signature of Authorized Signing Official)

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

SUBSCRIBED AND SWORN to before me this ____ day of _____ 201__ in _____, Philippines, affiant exhibiting to me his Community Tax Certificate No. _____ issued on _____ at _____.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

FB FORM 2

**COPY OF THE COMPENSATION OFFERED CORRESPONDING TO
THE APPROVED RRTF SHARING SCHEME FOR THE FOR THE
DURATION OF THE CONTRACT**

ANNEX "G"

PRO-FORMA RORO SERVICE CONTRACT

CONTRACT FOR THE PROVISION OF ROLL-ON/ROLL-OFF (RORO) SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

PHILIPPINE PORTS AUTHORITY, a government instrumentality duly constituted and existing under and by virtue of Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its _____, duly authorized for this purpose by virtue of PPA Board Resolution No. 1896 dated December 20, 2001, a copy of which is hereto attached and made an integral part hereof as Annex "A", hereinafter referred to as the **AUTHORITY**;

- and -

_____ a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and business address at _____, represented herein by its duly authorized _____, as evidenced by _____, a copy of which is hereto attached and made an integral part hereof as Annex "B", hereinafter referred to as the **SERVICE PROVIDER**.

WITNESSETH:

WHEREAS, the **AUTHORITY** is empowered under Presidential Decree No. 857, as amended, to provide the CH and related services, whether on its own, by contract or otherwise, in any Philippine ports under its jurisdiction;

WHEREAS, on _____, the **AUTHORITY**, pursuant to PPA Administrative Order No. _____, conducted a public bidding for the provision of RORO services at the Port of _____ in _____, particularly described and delineated in Annex "C" hereto attached and made integral part hereof.

WHEREAS, after the opening of bids and due evaluation thereof and the conduct of the required post-qualification process, the bid of the **SERVICE PROVIDER** was determined to be the Lowest Calculated and Responsive Bid.

WHEREAS, pursuant to the PDO _____ Bids and Awards Committee Resolution No. _____ dated _____, award of the Contract for the provision of RORO services at the Port of _____ in _____ was made to the **SERVICE PROVIDER** in a Notice of Award dated _____ and the **SERVICE PROVIDER** signified its "conforme" thereof.

NOW THEREFORE, for and in consideration of the foregoing premises, the **AUTHORITY** hereby grants unto and the **SERVICE PROVIDER** hereby accepts the provision of RORO services at the Port of _____ in _____, under the following terms, conditions, stipulations and covenants, to wit:

1. **Term and Effectivity of Contract** - This Contract shall take effect upon approval and signing hereof by the parties and their instrumental witnesses and shall remain in force and effect for a period of **FIVE (5) YEARS**, unless sooner terminated or cancelled for cause as provided for in Section 13 of this Contract.

2. **RORO Services** - The **SERVICE PROVIDER** shall manage, operate and provide RORO services and other CH services to include, but are not limited to, the following activities:

- a. **Operation in the Marshalling Area** - allocating queuing lanes, setting up proper signs concerning information and instructions and establishing adequate access lanes for other vehicular traffic. This may involve setting up a public address system to cover a marshalling area of operations.
- b. **Segregation of RORO Traffic** - concerns the establishment of sequence of activities to be covered in RORO operations, thus:
 - (1) For inbound traffic, all passengers shall be required to disembark prior to unloading of inbound vehicles;
 - (2) For outbound traffic, all vehicles shall be loaded prior to boarding of passengers.
- c. **Establishment of Loading Sequence** - is the obligation of the shipping company to book outbound vehicles and indicate the loading sequence for the RORO Service Provider to implement. As an alternative, an explicit written procedure using the "first-come, first-serve" principle with the desired mix of vehicle types and load configurations may be followed which will be subject to prior agreement and arrangement between PPA and the shipping line for implementation by the RORO Service Provider.

Depending on the type of RORO vessel, the ship's captain thereof may implement a sequence and/or procedure for a safe and secure embarkation and disembarkation of passengers, provided the PPA and RORO Service Provider are given prior information and concurrence on the same.

Other services necessary in RORO operations are:

- (1) Supervision of the parking of **outbound** RORO vehicles in the marshalling area.
- (2) Ship's stowage services in coordination with the vessel officer concerned.
- (3) Securing RORO vehicle onto vessel deck at the option of ship captain to be conveyed in writing. Regardless of the source of labor supply for said services, it shall be performed under the supervision of an officer of the vessel concerned, who shall bear the responsibility for the consequences arising therefrom.
- (4) Provision of appropriate supplemental shore-based ramps or facilities to enable RORO operations when there are port constraints due to force majeure, tidal conditions and/or the like.
- (5) Provision of dunnages or wedges ("kalso") to ensure safety of vehicles while rolling in and out of the vessel's ramp or while parked at the designated parking area.
- (6) Provision of stand-by equipment such as tow-truck, prime mover or forklift (with operator or driver) in case of breakdown of RORO vehicle.
- (7) Provision of driver or vehicle operator upon the request of the vehicle owner.

(8) **Stripping of cargo from stalled RORO vehicles** inside the port and **re-mounting of cargo onto RORO vehicles.**

(9) Towing or removal of stalled RORO vehicles within the port premises.

Other Related Services:

- a. Arrastre Services – refers to shore-based CH activities.
- b. Stevedoring Services – refers to work performed 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.
- c. Line Handling - refers to making fast and letting-go lines or mooring and unmooring.
- d. Porterage Services – refers to carriage by manual handling and/or with the use of wheeled equipment like pushcarts of passenger's pieces of baggage, luggage and personal belongings to/from the passenger's point of embarkation or disembarkation to/from the entrance or exit gates of the port premises.

3. **Consideration** - In consideration of the rights and privileges granted by the **AUTHORITY** to the **SERVICE PROVIDER**, the parties agreed that the compensation of the **SERVICE PROVIDER** shall be _____ percent (____%) of the income derived from RRTF.

For the other CH services, the **SERVICE PROVIDER** shall remit to the **AUTHORITY**, without prejudice to the implementation by the latter of the direct or daily collection system, not later than the fifth (5th) day of every month (for the prior month's income) **TEN PERCENT (10%)** of the gross income from non-RORO services rendered, whether billed/unbilled and collected/uncollected.

Any obligation of the **SERVICE PROVIDER**, which is unpaid when due shall bear interest and a penalty charge in accordance with existing regulations.

It is further agreed that the consideration mentioned above is exclusive of the Value Added Tax (VAT) and the VAT due thereon, including any subsequent increase thereof, shall be borne and paid for by the **SERVICE PROVIDER**.

4. **Working Capital** - The **SERVICE PROVIDER** shall establish and maintain the minimum amount of **ONE HUNDRED THOUSAND PESOS (Php100,000.00)** as Working Capital to sufficiently meet its day-to-day operational needs including claims arising from its operations, subject to the provisions of existing and applicable rules and regulations thereto.

5. **RRTF and Other CH Tariff** - The RRTF to be charged and collected for the RORO services shall be those prescribed in PPA Operations Memorandum Circular No. 10-2008, copy of which is attached hereto and made integral part of this Contract as Annex "D". The arrastre, stevedoring and other CH charges to be collected by the **SERVICE PROVIDER** shall be those provided in the lists attached hereto as Annexes "E", which shall form integral part of this Contract.

6. **Performance Security** - To guarantee the faithful performance by the **SERVICE PROVIDER** of its obligations under this Contract, it shall post performance security within one (1) month from its signing which may be in any of the following forms:

- a. Cash, certified check, cashier's/manager's check, bank draft/guarantee confirmed by a reputable local bank;
- b. Irrevocable letter of credit issued by a reputable commercial bank or in case of an irrevocable letter of credit issued by a foreign bank the same shall be confirmed or authenticated by a reputable local bank;
- c. Surety bond, callable upon demand issued by the Government Service Insurance System (GSIS) or other reputable surety or insurance company duly licensed by the Office of the Insurance Commission; or
- d. A combination of the foregoing;

The required amount of the above forms of security shall be in accordance with the following schedule:

FORM OF PERFORMANCE SECURITY	Php (TOTAL GROSS INCOME FROM RORO OPERATIONS OF THE PORT FOR THE IMMEDIATELY PRECEDING YEAR)
Cash, certified check, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit	Five percent (5%)
Surety Bond	Thirty percent (30%)

The amount of said security shall be adjusted from time to time based on the gross income of the **SERVICE PROVIDER** from the said services in the immediately preceding year. The security, 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 existing and applicable rules and regulations thereto.

The security to be posted, if in the form of a Surety Bond, shall specifically contain a provision that: "This bond, once accepted by the Philippine Ports Authority (PPA) cannot be cancelled or withdrawn by the surety/insurance company or the **SERVICE PROVIDER** without the express consent of the PPA and until their obligations under the contract shall have been fully liquidated". In no case shall the **AUTHORITY** accept a security not containing the aforequoted stipulation.

7. **Business Plan** - The **SERVICE PROVIDER** shall fully comply with all its commitments as stipulated in the Business Plan which is attached hereto and made an integral part of this Contract as Annex "F" during the five-(5) year contract period except those modified by the provisions of this Contract and failure to do so may cause the cancellation/termination of this Contract.

8. **RORO Equipment/Safety Gears** - At the commencement of operations, the **SERVICE PROVIDER** shall provide and maintain all the minimum RORO equipment/safety gears required and necessary for the RORO Operations and other CH services in the port, all in serviceable and readyline conditions, as enumerated in the list attached hereto as Annex "G" which shall form an integral part of this Contract. Moreover, the **SERVICE PROVIDER** shall comply with the scheduled commitment to procure and deploy additional and necessary RORO equipment/safety gears during the five-(5) year period as indicated in the RORO Equipment/Safety Gears Deployment Schedule attached hereto as Annex "H" which shall form an integral part of this Contract, and such other RORO Equipment/Safety Gears as may be required by the **AUTHORITY** to ensure fast, safe and efficient handling of cargoes. Failure to do so shall likewise cause the cancellation of this Contract.

Provided, that the aforementioned list of equipment/gears shall be subject to periodic review, inspection, inventory and revision by the **AUTHORITY**.

Provided further, that except for such encumbrances or liens already existing on the date of effectivity of this Contract, the **SERVICE PROVIDER** shall not execute any chattel mortgage, deed or conveyance or any other contract that may affect, encumber or impose any lien on any of the equipment or gears used in the RORO Operations and other CH services, without prior approval of the **AUTHORITY**.

9. **Portworkers' Retirement and Separation Fund (PRSF)** - The **SERVICE PROVIDER** shall within one (1) month from the execution of this Contract establish and maintain a PRSF strictly in accordance with the pertinent provisions of PPA Administrative Order No. 01-2006, as amended. Said PRSF shall be used exclusively to finance and pay benefits of portworkers and employees who resign, retire, have been retrenched or whose services have been terminated due to change of Service Provider in the said port. The PRSF shall be correspondingly adjusted/increased to fully cover the retirement benefits of employees retiring during the term of this Contract.

10. **Submission of List of Laborers/Workers** - In the interest of security and safety and for purposes of compliance with the provisions of this Contract and the existing laws concerning benefits due to workers, the **SERVICE PROVIDER** shall, upon effectivity of this Contract and every year thereafter, submit to PMO _____, a list of its employees, workers or laborers employed in its RORO and other CH operations in the port under their jurisdiction.

11. **Visitorial Powers** - The **SERVICE PROVIDER** shall make available at all times during office hours, for inspection, examination and audit by the **AUTHORITY**, the Commission on Audit and other government agencies exercising visitorial powers, all books of accounts, properties, inventories, payrolls and financial records of the **SERVICE PROVIDER** and all other records concerning cargo received and delivered as well as all other labor agreements and contracts provided that the authority to inspect, examine and audit the records and books of accounts shall be exercised by the visiting officials concerned pursuant to and within the limits of the duties and functions vested upon their respective offices by express provision of law.

12. **Suspension, Cancellation, Termination of Contract** - The **AUTHORITY** may, without prejudice to other remedies against the **SERVICE PROVIDER**, extrajudicially suspend, cancel or terminate this Contract on any of the following grounds:

- a. Failure of the **SERVICE PROVIDER** to remit on due date to the **AUTHORITY** any two (2) monthly committed government shares or non-compliance by the **SERVICE PROVIDER** with the stipulated RRTF sharing scheme and collection/remittance schedule thereof.
- b. Overcharging of RORO or other CH rates, or collection of rates other than those prescribed in Annex "D" and "E" hereof.

- c. Failure of the **SERVICE PROVIDER** to post the required performance security within one (1) month from the execution of this Contract or renew the same within one (1) month upon expiration of said security.
- d. Failure and/or refusal of the **SERVICE PROVIDER** to fully comply with its commitments as specified in its submitted Business Plan.
- e. Failure of the **SERVICE PROVIDER** to procure, provide and/or maintain in good operating condition the RORO equipment/safety gears specified in Section 8 hereof.
- f. Failure of the **SERVICE PROVIDER** to pay its employees, laborers, stevedores and dockworkers in accordance with the minimum wage law or failure to remit premiums to SSS, Phil Health and fringe benefits as such obligations fall due.
- g. Failure of the **SERVICE PROVIDER** to establish, maintain or update the PRSF prescribed in Section 9 hereof.
- h. Refusal of the **SERVICE PROVIDER** to make available to COA auditors and PPA officials, who are vested with authority to conduct audit, its books of accounts and other documents for inspection and examination as provided in this Contract.
- i. Refusal of the **SERVICE PROVIDER** to submit to supervision, inspection and/or overseeing by the **AUTHORITY** and/or its duly authorized representative.
- j. Change of control of the company arising from its sale, assignment, transfer, or sub-contract in whole or in part, or other disposition of capital stock by the **SERVICE PROVIDER** without the prior written consent and approval of the **AUTHORITY**.
- k. Willful involvement/participation of the **SERVICE PROVIDER** in smuggling or related activities through any of its corporate officers and ranking management officials or employees from the rank of supervisor or higher and by taking advantage of their free access to the port premises and vessels calling at the port resulting to the prejudice of the **AUTHORITY**, port users and others concerned.
- l. Willful involvement of the **SERVICE PROVIDER** or allowing others to engage in any other practices that will unduly cause the termination, suspension or disruption of the operations of RORO, CH and related services.
- m. When the **SERVICE PROVIDER's** performance is rated or considered "FAILED" in accordance with the Performance Standards and Rating System of the **AUTHORITY**.
- n. When national security so requires or if the **AUTHORITY** shall find that public interest can be better served by the cancellation or termination of this Contract in accordance with existing and applicable laws, rules and regulations thereto.
- o. Performing other services inside the port without the written consent and approval of the **AUTHORITY**.
- p. Violation or non-performance of any other terms and conditions of this Contract and the **SERVICE PROVIDER** fails to remedy/perform the obligations within one (1) month from receipt of notice of violation or non-performance.

The suspension, cancellation or termination of this Contract shall not, however, relieve the **SERVICE PROVIDER** from any liability already incurred under this Contract.

13. **Notice of Violation or Non-Performance** - The **AUTHORITY** shall inform the **SERVICE PROVIDER** in writing of any violation or non-performance of its commitments or undertakings specified in this Contract, giving the latter up to one (1) month from receipt within which to explain such violation. In the event such explanation is not satisfactory to the **AUTHORITY**, the **AUTHORITY** may suspend, cancel or terminate the Contract after due process.

14. **Attorney's Fees, Damages and Venue of Court Action** - Should the **AUTHORITY** be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the **SERVICE PROVIDER** shall be liable to the **AUTHORITY** for attorney's fees in the amount equivalent to twenty (20%) percent of the total sum claimed in the complaint, exclusive of other damages and expenses of litigation, but in no case less than One Hundred Thousand (Php100,000.00) Pesos. Venue of all court actions arising out of or in connection with this Contract shall be laid solely and exclusively in the proper court of the City of Manila.

15. **Takeover by the Authority** - The **AUTHORITY** shall have the right to immediately take over the operations at any or all of the subject ports, including all equipment and structures thereof, in any of the following instances:

- a. In case of any emergency such as strikes, lockout, stoppage of work and other causes of similar nature for the duration of such emergencies.
- b. In case of violation of any of the terms and conditions of this Contract or the **AUTHORITY's** rules and regulations.
- c. In case of cancellation or termination of this Contract.
- d. In such other cases where the **AUTHORITY** deems that the takeover is warranted in order to protect and/or promote public interest.

16. **Policies of the Authority** - The **AUTHORITY** is currently in the process of reviewing existing policies, rules and regulations relative to the RORO and other CH service. Such review includes, among others the adoption and encouragement of port modernization among authorized **SERVICE PROVIDERS** in the ports, as well as any amendment or modification of other pertinent requirements of the RORO and other CH service to ensure efficient delivery thereof.

The **SERVICE PROVIDER**, heretofore, agrees to comply with all the policies, rules and regulations generally applicable to all RORO Service Providers and CH Operators specifically to the aforementioned policies on modernization, which may be issued after the execution of this Contract. Said policies shall also form part of this Contract.

17. **Taxes** - The **SERVICE PROVIDER** shall regularly present within the duration of this Contract, a Tax Clearance Certificate from the Bureau of Internal Revenue (BIR).

As beneficial user, the **SERVICE PROVIDER** shall pay Real Property Taxes on all facilities, premises or buildings leased from the **AUTHORITY** or used, possessed or occupied under this Contract to the Local Government Unit (LGU) concerned. Not later than the First Quarter of every calendar year, the **SERVICE PROVIDER** shall apply and/or update its Tax Declaration on the PPA facilities, premises or buildings it is directly using or occupying and shall submit the original copy of said Tax Declaration to the **AUTHORITY** together with proof of payment of the corresponding Real Property Taxes.

Provided that buildings and offices directly used or maintained by the **AUTHORITY** such as Bahay Silungan, GAD Center, Terminal Offices and the like shall be excluded from the

aforementioned Tax Declaration for purposes of determining real property tax obligations of the **SERVICE PROVIDER**.

18. **Prohibition Against Assignment, Encumbrance, Transfer and Other Conveyance** - There shall be no assignment, mortgage or transfer, directly or indirectly, of this Contract or any portion hereof, or any of the undertakings hereunder without the written approval of the **AUTHORITY**.

19. **Other Conditions** - Upon the effectivity of this Contract, the **SERVICE PROVIDER** shall:

- a. Employ qualified workers below supervisory level from the locality or utilize members of the existing labor force, subject to existing labor laws, rules and regulations and the pertinent provisions of PPA Administrative Order No. 01-2006, as amended..
- b. Respect existing Collective Bargaining Agreement, if any.
- c. Provide First Aid-Medical Stations and Training to RSP employees and workers.
- d. Maintain at its own cost and expense the port facilities in a neat, clean, safe, usable and in proper working conditions.
- e. Provide safety signs/slogans and related notices in strategic places in the port premises.
- f. Hire and assign security guards to protect cargoes under its custody and the number and deployment of which should be coordinated with the Port Manager concerned.
- g. Assign sweepers in the port and provide corresponding garbage receptacles in strategic locations thereat including removal of collected garbage from such receptacles.
- h. Pay all the bills for utilities exclusively used by the **SERVICE PROVIDER** within the area of its operations.
- i. Assume payment of all real estate tax for all port facilities leased to the **SERVICE PROVIDER**.
- j. Secure the required insurance from the GSIS for the government-owned facilities and structures that the **SERVICE PROVIDER** shall be responsible for.
- k. Initiate and attain the certification of the **SERVICE PROVIDER** for ISO-9001 (Quality Management Systems Standard), ISO-14001 (Environmental Management Standard) and OSHS 18001 (Occupational Safety and Health Standards).
- l. Undertake and implement computerization programs for the **SERVICE PROVIDER's** port operations and financial transactions, adoptable and compatible with the **AUTHORITY's** MIS Computerization Project.

Further, the **SERVICE PROVIDER** shall strictly comply with all the PPA policies, rules and regulations applicable thereto, including those that may be issued or promulgated after the execution of this Contract.

20. **Other Amendments** – At any time during the effectivity of this Contract, the **AUTHORITY** and the **SERVICE PROVIDER** may agree to modify or amend its existing terms, conditions and requirements as circumstances demand for the mutual benefits of the parties.

21. **Separability Clause** – If at any time of this Contract one or more of the provisions is or becomes invalid, illegal or unenforceable in any respect under any law by which it may be governed or affected, the validity, legality and enforceability of the remaining provisions of this Contract shall not be impaired or affected as a result thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____ day of _____, in the City of Manila, Philippines.

PHILIPPINE PORTS AUTHORITY

**NAME OF RORO SERVICE
PROVIDER**

By:

By:

Position

Position

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, this _____ day
of _____, 201____ personally appeared the following parties with their respective valid
identification documents:

NAME	COMPETENT EVIDENCE OF IDENTITY
_____	_____
_____	_____

who identified themselves to me through the foregoing identification documents bearing their
pictures and signatures which are competent evidence of identification allowed under the rules
representing to me that they are the same persons who executed the foregoing instrument as:

POSITION	COMPANY	CTC NO.	DATE	PLACE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

and they acknowledged to me that the same is their own free act and deed as well as the free
and voluntary act of the corporations/entities they represent.

The foregoing instrument is a Contract for the provision of RORO Services at the Port of
_____ consisting of ten (10) pages, including this page on which this acknowledgment is
written but excluding the Annexes, signed by the parties and their instrumental witnesses on
each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal on these presents
at the place and on the date first above written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 201____