

**ANNEX C**

Revised on: August 11, 2004

Standard Form Number: SF-INFR-55

*Bill of Quantities*

<b>Replacement of missing 2 units Used Loader Tire Fender at Port of Sibunag, Guimaras (A230005)</b>					
Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
I.	<b>Mobilization and Demobilization</b> _____ <i>Amount in Words</i> and _____ centavos)	I.s	1.00		
II.	<b>Supply/Deliver/Install Used Heavy Equipment Tire Fenders</b> _____ <i>Amount in Words</i> and _____ centavos)	sets	2.00		
<b>Total</b>					

Submitted by:

Name of the Representative of the Bidder \_\_\_\_\_ Date: \_\_\_\_\_  
Position  
Name of the Bidder



Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*  
IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

## ANNEX B

### *Omnibus Sworn Statement*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

1. *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

*If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]* *[insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative]*;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

*TERMS OF REFERENCE*

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX A

### Bid Form

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Date: \_\_\_\_\_

IB<sup>1</sup> N<sup>o</sup>: \_\_\_\_\_

To: **ALLAN M. ROJO, Port Manager**  
Address: *PMO Panay/Guimaras, Brgy. Loboc, Lapaz, Iloilo City*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract "**Replacement of missing 2 units Used Loader Tire Fender at Port of Sibunag, Guimaras**";
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of Project]* of the *[Name of the Procuring Entity]*.**
- (k) **We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

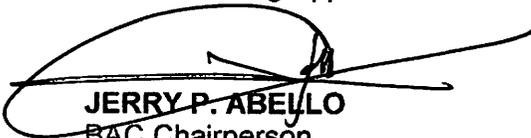
TERMS OF REFERENCE

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

Prepared and Submitted by:

  
**MAYLENE G. ARANTE**  
Acting Manager, Engineering Service Division

Recommending Approval:

  
**JERRY P. ABELLO**  
BAC Chairperson  
PMO-Panay/Guimaras

Approved by:

  
**ALLAN M. ROJO**  
Port Manager  
PMO-Panay/Guimaras

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

- xviii. All demolished and salvage materials must be properly turn-over and reported to the Authority for proper safekeeping or disposal.
- xix. Any inquiry regarding the project must be directly refer to the Authority.

## 2. OF THE AUTHORITY

- i. Evaluate and Award the Contract to the winning bidder in accordance with the provision of RA 9184.
- ii. Identify, supervise and monitor the activities during the fabrication works and related services.
- iii. Pay to the service contractor the amount due to them as specified in the contract, actual accomplishment and presentation of Statement of Account supported with Acceptance Certificate, subject to existing government accounting rules and regulations.

## F. DELIVERABLES

### 1. SET-UP AND DELIVERY

- All prices quoted should be express in peso and shall be inclusive of delivery and installation/set-up to site.
- All material included in the projects must be deliver on site as prescribed.

### 2. WARRANTY

The project shall be covered by a warranty, duly evidenced by a Warranty Certificate/Warranty Guarantee from the contractor, duly signed and intended for the project covering a period of six (6) months to commence a day after its final inspection and acceptance.

### 3. DOCUMENTATION

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

## G. SPECIFICATIONS

- ✓ Supply/Delivery/ Install Heavy Duty Equipment Used Tire Fenders
  - The work includes supply/deliver/install used heavy equipment Tire Fenders (1400mm - 1500mm ø, 400-500mm thick) including its accessories (Chain- G.I,20mmø) Shackles (heavy duty, 20mmø).

## H. CONTRACT DURATION

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

## I. INSPECTION AND TESTS

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

- xiv. If in case of unforeseen time restrictions on the deliveries, execution of work or weather disturbances, the winning bidder/supplier shall immediately inform thru writing the Authority on the request for time extension/suspension thereto whichever applies.
- xv. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- xvi. If in case of defects/damaged, winning bidder/supplier shall replace all-inclusive items within **15 calendar days** from delivery otherwise the same shall be considered as INCOMPLETE DELIVERY and corresponding charges shall be deducted from the payable amount of the contract.
- xvii. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

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

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</p>	<p>Ten percent (10%)</p>
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

1.2. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of

- Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid and Cash Flow/Bar Chart.
- Submission of ALL DOCUMENTARY REQUIREMENTS will apply the one (1) envelope system duly sealed and signed by the contractor/contractor's representative. Folder comprising the documentary requirements must have a covering indicating the project name and ID of the project address to the BAC Chairman. It is also advised to observe proper labeling and use of table of contents for easy access of the documents submitted.

## **E. OBLIGATIONS AND RESPONSIBILITIES**

### **1. OF THE SERVICE CONTRACTOR/SERVICE PROVIDER:**

- i. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- ii. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- iii. The Contractor shall be responsible for the safety of all activities on the Site.
- iv. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- v. The Contractor shall submit to the Authority the list of the company's key personnel to be assigned in the project.
- vi. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- vii. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- viii. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- ix. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- x. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.
- xi. Security and safety rules and regulation must at all-time be observed and implemented in adherence with the Authority security and safety requirements for the duration of the project.
- xii. Clearing of project site after the project shall also be implemented.
- xiii. Winning bidder/supplier shall shoulder all contingencies covering the foregoing projects without additional cost to PPA PMO Panay-Guimaras.



## TERMS OF REFERENCE FOR

### *Replacement of missing 2 units Used Loader Tire Fender at Port of Sibunag, Guimaras*

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#### A. RATIONALE

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

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

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

**1.00 Mobilization/Demobilization**

**2.00 Supply/Deliver/Install Used Heavy Equipment Tire Fenders**

The equipment needed for the project:

1-unit Boom Truck

#### C. BUDGETARY REQUIREMENTS

The Philippine Ports Authority, PMO-Panay/Guimaras through its CY 2023 corporate funds intends to apply the sum of **One Hundred Fifty-Two Thousand Nine Hundred Fifty-Nine Pesos and 97/100 Only (Php 152,959.97)** inclusive of VAT, being the Approved Budget for the Contract (ABC).

#### D. TECHNICAL AND DOCUMENTARY REQUIREMENTS:

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

- DTI Certificate of Registration of Business Name or Sec Registration
- Current Mayor's Permit
- Phil-GEPS Registration
- VAT Certificate of Registration
- Current Tax Clearance issued by BIR
- Omnibus Sworn Statement
- List of Equipment, either owned, leased and/or has under Purchase Agreement to be used for the execution of the project, if applicable
- Bid Proposal / Quotation
- Bill of Quantities