

**PROCUREMENT OF MANPOWER SERVICES  
FOR PDO MANILA/NORTHERN LUZON AND  
PMOs UNDER ITS JURISDICTION  
FOR 2012**

**BID DOCUMENTS**

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**Section I**

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***INVITATION TO BID***



**PORT DISTRICT OFFICE OF MANILA/NORTHERN LUZON**

PDO Manila Building, Muelle de San Francisco  
South Harbor, Port Area, Manila  
Tel. Nos. 525-5264 to 67, Telefax No. 301-9043

**INVITATION TO BID**

PROCUREMENT OF MANPOWER SERVICES FOR PDO MANILA/NORTHERN LUZON AND PMOs UNDER ITS JURISDICTION

**INVITATION TO BID**

PROCUREMENT OF MANPOWER SERVICES FOR PDO MANILA/NORTHERN LUZON AND PMOs UNDER ITS JURISDICTION

1. The PPA-PDO Manila/Northern Luzon, through its Corporate Operating Budget intends to apply the sum of **Thirty Two Million Six Hundred Thirty Thousand Three Hundred Fifteen and 12/100 Pesos (P32,630,315.12)** being the Approved Budget for the Contract (ABC) to payments under the Contract for Manpower Services for PDO Manila/Northern Luzon and PMOs Under Its Jurisdiction. Bids received higher than the ABC shall be automatically rejected at bid opening.
2. The PPA-PDO Manila/Northern Luzon now invites bids from prospective bidders for the Procurement of Manpower Services for PDO Manila/Northern Luzon and PMOs Under Its Jurisdiction. Delivery of the services is required from **February 1, 2012 to December 31, 2012** at the following offices:

<u>OFFICES</u>	<u>NO. OF POSITIONS</u>
Port District Office (Proper)	38
PMO South Harbor	22
PMO North Harbor	50
PMO Limay	20
PMO San Fernando LU/Sual	17
<b>TOTAL</b>	<b>147</b>

3. Prospective Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids, a single contract that is similar to the Project, the value of which must be at least fifty percent (50%) of the Approved Budget for the Contract (ABC) to be bid. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section III, Instructions to bidders.
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, known as the "Government Procurement Reform Act", and is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at

least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

5. Interested bidders may obtain further information and inspect the Bidding Documents from **8:00 A. M. to 4:00 P.M.** as well as, purchase said Bidding Documents at the address given below on **December 23, 2011** until **January 13, 2012** upon presentation of a Letter of Intent (LOI) and payment of a non-refundable fee for the Bidding Documents in the amount of **Ten Thousand Pesos (P10,000.00)**.

**Secretariat, Bids and Awards Committee  
Procurement of Goods and Related Services  
2<sup>nd</sup> Floor, PDO Manila Building, 22 Muelle de San Francisco.  
South Harbor, Port Area, Manila**

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Philippine Ports Authority, provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

Payment for the bid documents shall be in Cash or Manager's Check.

6. The PPA-PDO Manila/Northern Luzon will hold a Pre-bid Conference on **January 2, 2012** at **2:00 P. M.** at PDO Manila/Northern Luzon Conference Room, 3<sup>rd</sup> Floor, PDO Manila Building, 22 Muelle de San Francisco, South Harbor, Port Area, Manila, which shall be open only to all interested parties who have purchased the Bidding Documents.
7. Bids must be delivered to and received by the Secretariat of the Bids and Awards Committee at the PDO Manila/Northern Luzon Conference Room, 3<sup>rd</sup> Floor, PDO Manila Building, 22 Muelle de San Francisco, South Harbor, Port Area, Manila not later than **9:00 A. M.** on **January 13, 2012**. All bids must be accompanied by a Bid Security in any of the following acceptable forms and amounts in Philippine Currency:

<b>Form of Bid Security</b>	<b>Amount of Bid Security (Equal to Percentage of the ABC)</b>
a) Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank.	Two percent (2%)
b) Irrevocable letter of credit issued by a Universal or Commercial Bank;	
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.	Five percent (5%)
d) Any combination of the foregoing	Proportionate to share of form with respect to total amount of security

8. Bid opening shall be on **January 13, 2012** at **9:00 A. M.** at PDO Manila/Northern Luzon Conference Room, 3<sup>rd</sup> Floor, PDO Manila Building, 22 Muelle de San Francisco, South Harbor, Port Area, Manila. Bids will be opened in the presence of the Bidder's official representatives who choose to attend at the above address. Late bids shall not be accepted.
9. The PPA-PDO Manila/Northern Luzon reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

Mr. Gallardo G. Guerrero  
Secretariat, Bids and Awards Committee  
2<sup>nd</sup> Floor, PDO Manila Bldg. 22 Muelle de San Francisco  
South Harbor, Port Area, Manila  
Tel. No. (02) 525-5264 local 416  
Facsimile No. 301-9043

**(Sgd.) VERTUDES M. ARIAS**  
Chairperson  
Bids and Awards Committee

## **Section II**

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### ***TERMS OF REFERENCE***

## **TERMS OF REFERENCE**

For the Procurement of Technical and Administrative Support Personnel for PDO Proper, PMO South Harbor, PMO North Harbor, PMO Limay, PMO San Fernando LU/Sual MICT Field Office and VTMS Control Center

### **INTRODUCTION**

The current rationalization efforts to streamline functions and operations in the government corporate sector pursuant to Executive Order No. 366 has shifted focus towards the current trend of outsourcing manpower requirements from reputable private manpower agencies to provide general support services needed in the implementation of priority government projects.

In the case of the Philippine Ports Authority (PPA), the development, design and implementation of port infrastructure construction projects, and the nationwide roll-out of the computerized port management system, including other similar port maintenance activities, will require substantial manpower augmentation which cannot be provided by existing positions in the PPA personnel plantilla.

It is in this light that PPA seeks to enter into an outsourcing agreement with private manning agencies for the supply and provision of competent technical and administrative support personnel required by PDO Manila/Northern Luzon through competitive bidding in accordance with provision of R.A. No. 9184 and its Implementing Rules and Regulations.

### **RATIONALE**

1. A valid manpower service contract acquired through competitive public bidding conducted in accordance with provisions of R.A. 9184 and its IRR will assure a steady supply of competent technical and administrative support personnel to PDO Manila/Northern Luzon where manpower augmentation and support may be required.
2. With manpower requirements sourced from private manpower service providers/contractors, PDO Manila/Northern Luzon will be free from labor and service liabilities which shall be borne by the contracted private manpower provider.

### **OBJECTIVES**

1. To fill up the vacuum created by the issuances of DM and CSC guidelines and policies prohibiting the direct hiring of temporary support and technical personnel during and extended period of time while rationalization efforts are ongoing pursuant to Executive Order 366 .

2. To help the country in the generation of employment opportunities to thwart the creeping problems brought about by the global economic crisis in compliance with E.O. 782 and 783.

## **OBLIGATIONS AND RESPONSIBILITIES**

1. After determining the lowest and most responsive bidder in the competitive bidding to be conducted for the purpose, PDO Manila/Northern Luzon shall grant and award to the winning manpower service provider/contractor, the Contract to Provide the Necessary Manpower Support Personnel as prescribed in ANNEX "A" hereof effective for a period of Ten (10) months from February 1, 2012 until December 31, 2012.
2. PDO Manila/Northern Luzon shall pay the winning manpower service provider/contractor, the quoted Monthly Billing Rates stipulated in said Contract, subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by support personnel deployed by the winning manpower service provider/contractor and upon presentation of its monthly personnel payment and affidavit or sworn certification that it has paid the salaries and benefits of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to Pag-Ibig, SSS, Phil-Health, ECC, etc., as well as the withholding of taxes to BIR.
3. PDO Manila/Northern Luzon shall likewise be obligated to reimburse the winning manpower service provider/contractor any amount of additional expenses incurred by technical and administrative support personnel for necessary official travel to and from PPA workstations outside of PDO Manila/Northern Luzon and overtime services rendered incidental to the performance of their respective duties and functions, provided such travel and rendition of overtime services shall have prior PPA approval pursuant to existing PPA policies and subject to availability of funds.
4. PDO Manila/Northern Luzon shall allocate the total amount of **Thirty Two Million Six Hundred Thirty Thousand Three Hundred Fifteen and 12/100 Pesos (₱32,630,315.12)** as the Approved Budget for this Contract (ABC) to cover the services rendered by the technical and administrative support personnel deployed thereat by the winning manpower service provider/contractor. The cost of overtime services rendered and travel expenses reimbursed to the Contractor shall not form part of the ABC.
5. Pursuant to the terms and conditions of the Contract granted by the PDO Manila/Northern Luzon, the winning manpower service provider/contractor shall provide all technical and administrative support personnel required, as listed in ANNEX "A" hereof, for deployment in project sites/workstations to be determined by PDO Manila/Northern Luzon during the period/duration indicated for each position.
6. The winning Manpower Service Provider/Contractor shall agree to increase or decrease number of technical and administrative support personnel to be deployed under the Contract, subject to actual manpower support requirements of PDO Manila/Northern Luzon during the effectivity of the Contract.

7. The winning Manpower Service Provider/Contractor shall fully assume all official and legal responsibilities over all support personnel that shall be provided and deployed in PDO Manila/Northern Luzon under the Contract.
8. The winning Manpower Service Provider/Contractor shall exercise sole administrative control and supervision over said support personnel. Provided, however, that the Manpower Service Provider/Contractor fully agrees to allow PPA to exercise full control and supervision over the functions and activities of support personnel deployed in PDO Manila/Northern Luzon on any or all matters regarding their respective work assignments in PPA.

The Contractor shall exercise sole administrative control and supervision support over its personnel, however, it hereby authorizes the PDO Manila/Northern Luzon to give direct instructions to the personnel assigned during their term of duty and such exercise of power by the PDO Manila/Northern Luzon shall not be deemed as relinquishment of power by the Contractor as the Employer of the said personnel.

9. The winning Manpower Service Provider/Contractor fully guarantees the capabilities and competence of technical and administrative support personnel to be assigned in PDO Manila/Northern Luzon based on the work and experience qualifications specified in ANNEX "B" hereof, and agrees to any personnel changes that the Authority may require in case the individual work performance or respective support personnel concerned fall below project/work activity expectations.
10. The personnel to be assigned to PDO Manila/Northern Luzon shall render work for eight (8) hours a day from Monday to Friday, and in case the need arises, said personnel may be required to render beyond the eight (8) hour period or during holiday or rest day, the payment of such overtime work shall be paid in accordance with the applicable government rules and regulations.
11. The winning Contractor shall advance traveling expenses incurred by the outsourced personnel during official travel outside their mother unit needed in the performances of their duties subject to reimbursement by PDO Manila/Northern Luzon upon submission of complete travel documents.
12. PDO Manila/Northern Luzon reserves the right to reject any or all technical and administrative support personnel who shall be found unqualified and unfit to cope with PPA job requirements based on the personnel qualification credentials to be submitted by the winning Manpower Provider/Contractor and the initial screening to be conducted thereon by PDO Manila/Northern Luzon.
13. Manpower support personnel deployed by the winning Manpower Service Provider/Contractor in PDO Manila/Northern Luzon under the Contract granted by PPA shall not, under any circumstance, be considered organic PPA personnel, nor will their respective deployment and assignment in PDO Manila/Northern Luzon establish an employee-employer relationship with PPA, and be considered as valid service in the government.

**POSITIONS REQUIRED**

<u>RC</u>	<u>No. of Positions</u>	<u>POSITION TITLE</u>
<b><u>PDO Manila/NL Proper</u></b>		
A. Contractual Services		
	1	Sr. Corp. Acct. Analyst
	1	Sr. Acctg. Processor A
	1	Admin. Svcs. Asstant A
	1	Computer Operator
	1	Acctg. Processor A
	1	Acct. Examiner II
	1	Fiscal Examiner B
	1	Payroll Clerk
	8	Clerk Processor A
	2	Driver Mechanic B
	1	Receiving/Releasing Clerk
	1	Mechanic C
B. Engineering Projects		
	1	Supervising Engineer B
	1	Engineering Asst. A
	2	Computer Operator
C. VTMS Operations		
	1	Electronic Comm. Eng'r.
	5	HOO
	3	Computer Operator
	1	Electronics Technician
	1	Diesel Mechanic
	1	Driver Mechanic B
D. MICT-MIS Comput'n Proj.		
	2	Computer Operator
<b>TOTAL</b>	<b><u>38</u></b>	

**PMO - SOUTH HARBOR**

B. Finance Section	2	Accounting Processor A
	2	Collection Representative B
	1	Corporate Accountant
	1	Statistical Assistant B

C. Admin. Section	1	Industrial Rel. Mgmt. Officer B
	3	Clerk Processor A
	2	Driver Mechanic B
D. Engineering Svcs.	1	Senior Engineer A
	1	Marine Mechanic
	8	Utility Worker A
TOTAL	<u>22</u>	

**PMO - NORTH HARBOR**

A. MIS Comput'n. Proj.	22	Data Encoder
B. Finance Section	3	Accounting Processor B
	3	Billing Clerk
	1	Payroll Clerk
	1	Statistical Clerk
C. Admin. Section	1	Liaison Aide
	2	Driver Mechanic B
	1	Procurement Assistant A
	1	Building Electrician
	2	Clerk Processor C
	2	Receiving Clerk
D. Engineering Svcs.	2	Engineerig Foreman
	1	Welder
	2	Electrical Assistant
	2	Engineering Assistant C
	1	Carpenter A
	3	Utility Worker
TOTAL	<u>50</u>	

**PMO - SAN FERNANDO/LU**

A. Office of the PM	1	Executive Secretary C
	1	Executive Assistant C
B. Finance Section	1	Accounting Processor A
	1	Corporate Accountant
C. Admin. Section	1	Driver Mechanic B
	1	Storekeeper A
	2	Clerk Processor D
D. Engineering Svcs.	1	Clerk Processor A
	1	Building Electrician A

	1	Carpenter
	1	Plumber C
	1	Painter B
	4	Laborer
TOTAL	<u>17</u>	

<u>RC</u>	<u>No. of Positions</u>	<u>POSITION TITLE</u>
<b><u>PMO - LIMAY</u></b>		
A. Office of the PM	1	Executive Assistant C
	1	Secretary
B. MIS-Comput'n. Project	2	Data Encoder
C. Finance Section	1	Accounting Processor A
	1	Collection Representative B
D. Port of Casiguran	1	Janitor
E. Admin. Section	2	Clerk Processor A
	1	Driver Mechanic B
D. Engineering Svcs.	1	Building Electrician A
	1	Engineer B
	1	Foreman A
	1	ACAD Operator B
	1	Welder B
	1	Carpenter A
	2	Laborer
	1	Painter B
	1	Plumber C
TOTAL	<u>20</u>	
GRAND TOTAL	<u>147</u>	

## PROFESSIONAL/TECHNICAL QUALIFICATIONS OF EACH POSITION

POSITION TITLE	EDUCATION	EXPERIENCE	TRAINING
ACAD Operator B	Completion of two (2) years in college	One (1) year experience in computer "CAD"operations	Four (4) hours of relevant training
Accounting Processor A	Completion of two (2) years in college	One (1) year of relevant experience	Four (4) hrs. of relevant training
Accounting Processor B	Completion of two (2) years in college	One (1) year of relevant experience	Two (2) hrs. of relevant training
Accounts Examiner II	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Admin. Services Assistant A	Bachelor's degree relevant to the job	Two (2) years relevant experience	Eight (8) hours of relevant training
Billing Clerk	Completion of two (2) years studies in college	One (1) year relevant experience	None Required
Building Electrician	High School Graduate or completion of relevant vocational/trade course	One (1) year relevant experience	Eight (8) hours of relevant training
Building Electrician A	High School Graduate or completion of relevant vocational/trade course	One (1) year relevant experience	Four (4) hours of relevant training
Carpenter A	Elementary School Graduate	1 year of relevant experience	None Required
Clerk Processor A	Completion of two years studies in college	1 year of relevant experience	Four (4) hours of relevant training
Clerk Processor C	Completion of two years studies in college	1 year of relevant experience	Two (2) hrs. of relevant training
Collection Representative B	Completion of two (2) years in college	One (1) year of relevant experience	Four (4) hrs. of relevant training
Computer Operator	Completion of two (2) years in college	One (1) year experience in computer operations	Four (4) hours of relevant training
Corporate Accountant	Bachelor's degree relevant to the job	Two (2) years relevant experience	Eight (8) hours of relevant training
Data Encoder	Two (2) years in college	Six (6) mos. Experience in computer operations	None Required
Diesel Mechanic	Completion of two (2) years in college	One (1) year relevant training	Four (4) hours of relevant training
Driver Mechanic B	High School Graduate or Completion of relevant vocational/trade school course	1 year of relevant experience	None Required
Electrical Assistant	High School Graduate or Completion of relevant vocational/trade school course	1 year of relevant experience	None Required

POSITION TITLE	EDUCATION	EXPERIENCE	TRAINING
Engineer B	Bachelor's degree in Engineering relevant to the job	1 year of relevant experience	Eight (8) hrs. of relevant training
Engineering Assistant A	Completion of two years studies in college	1 year of relevant experience	Eight (8) hrs. of relevant training
Engineering Assistant C	Completion of two (2) years in college	One (1) year of relevant experience	Two (2) hrs. of relevant training
Executive Assistant C	Bachelor's degree relevant to the job	One (1) year experience	Four (4) hours of relevant training
Executive Secretary C	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Fiscal Examiner B	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Foreman A	High School Graduate or completion of relevant vocational/trade course	Two (2) years relevant experience	Eight (8) hrs. of relevant training
Harbor Operation Officer	Bachelor's Degree preferably in Marine Transportation	One (1) year relevant experience in the areas of radar operation on board vessel	Four (4) hours of relevant training
Industrial Relation Management Officer B	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Janitor	Elementary School Graduate	One (1) year relevant experience	None Required
Laborer	Must be able to read and write	None required	None Required
Marine Mechanic	Completion of relevant vocational/ trade school course	One (1) year relevant experience preferably in handling Volvo Marine Engine	None Required
Mechanic C	High School Graduate	One (1) years relevant experience	Four (4) hours of relevant training
Painter B	Elementary School Graduate	One (1) year relevant experience	None Required
Payroll Clerk	Completion of two years studies in college	1 year of relevant experience	Four (4) hrs. of relevant training
Plumber C	Elementary School Graduate	One (1) year relevant experience	None Required
Procurement Assistant A	High School Graduate or completion of relevant vocational/trade course	One (1) year relevant experience	Eight (8) hours of relevant training
Receiving Clerk	Completion of two years studies in college	1 year of relevant experience	Two (2) hrs. of relevant training
Receiving/Releasing Clerk	Completion of two (2) years studies in college	None required	None Required
Secretary	Completion of two (2) years in college	One (1) year of relevant experience	Four (4) hrs. of relevant training

POSITION TITLE	EDUCATION	EXPERIENCE	TRAINING
Statistical Assistant B	Completion of two (2) years in college	None required	None Required
Statistical Clerk	Completion of two (2) years studies in college	None required	None Required
Storekeeper A	Completion of two (2) years in college	Two (2) years relevant experience	Four (4) hours of relevant training
Supervising Engineer B	Must be a practicing registered Civil Engineer	Three (3) years in the supervision of construction projects like civil works, retrofitting, rehabilitation and finishing works	Eight (8) hrs. of relevant training
Utility Worker A	Elementary School Graduate	None required	None Required
Welder	High School Graduate or Completion of relevant vocational/trade school course	1 year of relevant experience	None Required
Welder B	Completion of relevant vocational/ trade school course	One (1) year relevant experience	None Required

**Section III**

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***INSTRUCTIONS TO BIDDERS***

# INSTRUCTIONS TO BIDDERS

## A. General

### 1. Scope of Bid

- 1.1. The PPA, PDO MANILA/NORTHERN LUZON named in the **Bid Data Sheet BDS** (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

### 2. Source of Funds

The PPA, PDO MANILA/NORTHERN LUZON has a budget or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

### 3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, the PPA, PDO MANILA/NORTHERN LUZON as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the PPA, PDO MANILA/NORTHERN LUZON:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement 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, and similar acts as provided in RA 3019.
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the PPA, PDO MANILA/NORTHERN LUZON, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial,

non-competitive levels and to deprive the PPA, PDO MANILA/NORTHERN LUZON 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 PPA, PDO MANILA/NORTHERN LUZON, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the PPA, PDO MANILA/NORTHERN LUZON or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the PPA, PDO MANILA/NORTHERN LUZON or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the PPA, PDO MANILA/NORTHERN LUZON will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the PPA, PDO MANILA/NORTHERN LUZON reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

## 4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at 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 in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) 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 any other 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 PPA, PDO MANILA/NORTHERN LUZON regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the PPA, PDO MANILA/NORTHERN LUZON, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause 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, 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.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## 5. Eligible Bidders

5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (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) Cooperatives 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; and
- (e) Unless otherwise provided in the **BDS**, persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the PPA, PDO MANILA/NORTHERN LUZON.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(iii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

## 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Eligibility and Technical Components – Standard Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the Head of the PPA, PDO MANILA/NORTHERN LUZON or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The PPA, PDO MANILA/NORTHERN LUZON shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the PPA, PDO MANILA/NORTHERN LUZON.
- 6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the PPA, PDO MANILA/NORTHERN LUZON will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8. The Bidder should note that the PPA, PDO MANILA/NORTHERN LUZON will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## **7. Origin of Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

## **8. Subcontracts**

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the PPA, PDO MANILA/NORTHERN LUZON and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the PPA, PDO MANILA/NORTHERN LUZON to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## **B. Contents of Bidding Documents**

### **9. Pre-Bid Conference**

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) *The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the PPA, PDO MANILA/NORTHERN LUZON determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be*

*held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.*

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the PPA, PDO MANILA/NORTHERN LUZON's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

## **10. Clarification and Amendment of Bidding Documents**

- 10.1. Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the PPA, PDO MANILA/NORTHERN LUZON at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 10.2. Supplemental/Bid Bulletins may be issued upon the PPA, PDO MANILA/NORTHERN LUZON'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. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the PPA, PDO MANILA/NORTHERN LUZON concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

## **C. Preparation of Bids**

### **11. Language of Bid**

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the PPA, PDO MANILA/NORTHERN LUZON, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate

embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

## 12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

### Class “A” Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
  - (iii.1) name of the contract;
  - (iii.2) date and duration of the contract;
  - (iii.3) number of personnel deployed;
  - (iii.4) amount of contract and value of outstanding contracts;
- (iv) Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (v) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

### Class “B” Document:

- (vi) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

- (b) Technical Documents –
  - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
    - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
  - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
  - (iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Eligibility and Technical Components – Standard Forms.

### **13. Documents Comprising the Bid: Financial Component**

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
  - (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
  - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
  - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the PPA, PDO MANILA/NORTHERN LUZON, payment could be made upon the submission of bids.

- (ii) The PPA, PDO MANILA/NORTHERN LUZON has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the PPA, PDO MANILA/NORTHERN LUZON and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The PPA, PDO MANILA/NORTHERN LUZON has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The PPA, PDO MANILA/NORTHERN LUZON has established a system to monitor and report bid prices relative to ABC and engineer's/PPA, PDO MANILA/NORTHERN LUZON's estimate.
- (v) The PPA, PDO MANILA/NORTHERN LUZON has established a system to monitor and report bid prices relative to ABC and PPA, PDO MANILA/NORTHERN LUZON's estimate. The PPA, PDO MANILA/NORTHERN LUZON has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

#### **14. Alternative Bids**

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

#### **15. Bid Prices**

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating fixed rates prescribed by law for standard salaries and benefits for the personnel and the mandated taxes of the minimum cost distribution formula prescribed under the IRR of R.A. 5478.
- 15.2. Prices indicated on the Price Schedule shall be entered separately in the manner specified in the **BDS**.
- 15.3. Bid Prices shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account, unless otherwise specified in the **BDS**.

#### **16. Bid Currencies**

- 16.1. Prices shall be quoted in the following currencies:

- (a) For Service that the Bidder will render from within the Philippines, the prices shall be quoted in Philippine Pesos.
  - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the PPA, PDO MANILA/NORTHERN LUZON for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

**17. Bid Validity**

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the PPA, PDO MANILA/NORTHERN LUZON may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

**18. Bid Security**

- 18.1. The bid security issued in favor of the PPA, PDO MANILA/NORTHERN LUZON in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

(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.	
(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.	Five percent (5%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the PPA, PDO MANILA/NORTHERN LUZON as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 33, and the posting of the performance security pursuant to **ITB** Clause 34, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);

- (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;
  - (iv) submission of eligibility requirements containing false information or falsified documents;
  - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) 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;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) 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;
  - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) 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.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 33; or
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 34.

## **19. Format and Signing of Bids**

19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Sections VIII and IX on or before the deadline specified in the **ITB** Clauses 21 in

two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.

- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original and four (4) copies of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **20. Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ - TECHNICAL COMPONENT" and "COPY NO. \_\_\_\_ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_\_", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Eligibility Documents, Technical Component and Financial Component as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the PPA, PDO MANILA/NORTHERN LUZON's BAC in accordance with **ITB** Clause 1.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and

- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Failure to comply with the requirement of sealing and marking of bids shall be a ground for disqualification.

#### **D. Submission and Opening of Bids**

##### **21. Deadline for Submission of Bids**

Bids must be received by the PPA, PDO MANILA/NORTHERN LUZON's BAC at the address and on or before the date and time indicated in the **BDS**.

##### **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the PPA, PDO MANILA/NORTHERN LUZON, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the PPA, PDO MANILA/NORTHERN LUZON.

##### **23. Modification and Withdrawal of Bids**

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the PPA, PDO MANILA/NORTHERN LUZON prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” 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.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the PPA, PDO MANILA/NORTHERN LUZON prior to the deadline prescribed for submission and receipt of bids.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of

administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

## **24. Opening and Preliminary Examination of Bids**

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. 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, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.2. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the PPA, PDO MANILA/NORTHERN LUZON to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of

documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(v) by any of the joint venture partners constitutes compliance.

- 24.7. 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 or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the 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 the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 24.8. The PPA, PDO MANILA/NORTHERN LUZON shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

## **E. Evaluation and Comparison of Bids**

### **25. Process to be Confidential**

- 25.1. 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, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the PPA, PDO MANILA/NORTHERN LUZON in the PPA, PDO MANILA/NORTHERN LUZON’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

### **26. Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the PPA, PDO MANILA/NORTHERN LUZON may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the PPA, PDO MANILA/NORTHERN LUZON shall not be considered.

### **27. Domestic Preference**

- 27.1. Unless otherwise stated in the **BDS**, the PPA, PDO MANILA/NORTHERN LUZON will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder,

or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.

- (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
- (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the PPA, PDO MANILA/NORTHERN LUZON shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
- (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the PPA, PDO MANILA/NORTHERN LUZON shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

## **28. Detailed Evaluation and Comparison of Bids**

28.1. The PPA, PDO MANILA/NORTHERN LUZON will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

28.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The PPA, PDO MANILA/NORTHERN LUZON's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the PPA, PDO MANILA/NORTHERN LUZON; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The PPA, PDO MANILA/NORTHERN LUZON's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

## **29. Post-Qualification**

- 29.1. The PPA, PDO MANILA/NORTHERN LUZON shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all

the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

- (a) Tax clearance per Executive Order 398, Series of 2005;
- (b) Latest income and business tax returns in the form specified in the **BDS**;
- (c) Certificate of PhilGEPS Registration; and
- (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the PPA, PDO MANILA/NORTHERN LUZON deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.

29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the PPA, PDO MANILA/NORTHERN LUZON the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the PPA, PDO MANILA/NORTHERN LUZON shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the PPA, PDO MANILA/NORTHERN LUZON shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

### **30. Tie-Breaking Method**

30.1. The PPA, PDO MANILA/NORTHERN LUZON's BAC methodology of breaking ties is indicated in the **BDS**.

## 31. Reservation Clause

- 31.1. Notwithstanding the eligibility or post-qualification of a Bidder, the PPA, PDO MANILA/NORTHERN LUZON concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the PPA, PDO MANILA/NORTHERN LUZON shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 31.2. Based on the following grounds, the PPA, PDO MANILA/NORTHERN LUZON reserves the right to reject any and 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:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the PPA, PDO MANILA/NORTHERN LUZON, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between 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 PPA, PDO MANILA/NORTHERN LUZON's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the PPA, PDO MANILA/NORTHERN LUZON;
    - (ii) If the project is no longer necessary as determined by the head of the PPA, PDO MANILA/NORTHERN LUZON; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the PPA, PDO MANILA/NORTHERN LUZON.

- 31.3. In addition, the PPA, PDO MANILA/NORTHERN LUZON may likewise declare a failure of bidding when:
- (a) No bids are received;
  - (b) All prospective Bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
  - (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

## **F. Award of Contract**

### **32. Contract Award**

- 32.1. Subject to **ITB** Clause 29, the PPA, PDO MANILA/NORTHERN LUZON shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 32.2. Prior to the expiration of the period of bid validity, the PPA, PDO MANILA/NORTHERN LUZON shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the PPA, PDO MANILA/NORTHERN LUZON.
- 32.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
  - (b) Posting of the performance security in accordance with **ITB** Clause 34;
  - (c) Signing of the contract as provided in **ITB** Clause 33; and
  - (d) Approval by higher authority, if required.
- 32.4. At the time of contract award, the PPA, PDO MANILA/NORTHERN LUZON shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

### **33. Signing of the Contract**

- 33.1. At the same time as the PPA, PDO MANILA/NORTHERN LUZON notifies the successful Bidder that its bid has been accepted, the PPA, PDO MANILA/NORTHERN LUZON shall send the Contract Form to

the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 33.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the PPA, PDO MANILA/NORTHERN LUZON.
- 33.3. The PPA, PDO MANILA/NORTHERN LUZON shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 33.4. The following documents shall form part of the contract:
  - (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
  - (d) Performance Security;
  - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
  - (f) Notice of Award of Contract; and
  - (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

#### **34. Performance Security**

- 34.1. 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 PPA, PDO MANILA/NORTHERN LUZON and in no case later than the signing of the contract.
- 34.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the PPA, PDO MANILA/NORTHERN LUZON in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)

(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.	
(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; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

- 34.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the PPA, PDO MANILA/NORTHERN LUZON shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for 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.

### **35. Notice to Proceed**

- 35.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the PPA, PDO MANILA/NORTHERN LUZON shall issue its Notice to Proceed to the Bidder.
- 35.2. The contract effectivity date shall be provided in the Notice to Proceed by the PPA, PDO MANILA/NORTHERN LUZON, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

**Section IV**

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***BID DATA SHEET***

## Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is the <b><i>Philippine Ports Authority – Port District Office of Manila/Northern Luzon</i></b>
1.2	The reference are: <b><i>Procurement of Manpower Services for PDO Manila/Northern Luzon and PMOs under its Jurisdiction with a total number of One Hundred Forty Seven (147) technical and administrative support positions.</i></b>
2	<p>The Funding Source is:</p> <p><b><i>The Government of the Philippines (GOP) through its CY 2012 Corporate funds in the amount of Thirty Two Million Six Hundred Thirty Thousand Three Hundred Fifteen and 12/100 Pesos (P32,630,315.12).</i></b></p> <p>The name of the Project is:</p> <p><b><i>Procurement of Manpower Services for PDO Manila/Northern Luzon and PMOs under its Jurisdiction</i></b></p>
3.1	No further instructions.
5.1	No further instructions.
5.2	No further instructions.
5.4	<p>The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1 (a) (iii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>Contracts similar to the project refers to Contract that provides technical and administrative support personnel. A contract which purports to be a manpower contract, but which is, after evaluation, essentially a janitorial contract, shall not be considered as similar to the Project.</p>
7	"Not applicable"
8.1 & 8.2	"Not applicable" Sub-contracting of the provision for manpower services shall not be allowed by the PPA, PDO Manila/NL
9.1	<p>The PPA PDO Manila/NL will hold a pre-bid conference for this Project on</p> <p><b><i>January 2, 2012 at 2:00 p.m.</i></b></p> <p><b><i>PDO Manila/N. Luzon Conference Room, 3<sup>rd</sup> Floor, PDO Manila Building, Muelle de San Francisco, South Harbor, Port Area, Manila.</i></b></p>

	<i>A bidder's representative attending the pre-bid conference should present a written authorization showing that he/she is authorized to represent the Company in the pre-bid conference. In case of more than one (1) representative, there should only be one (1) spokesperson for the group.</i>
10.1	The Procuring Entity's address is:  <b>Philippine Ports Authority, PDO Manila/Northern Luzon PDO Manila Building, Muelle de San Francisco South Harbor, Port Area, Manila GALLARDO G. GUERRERO, Secretariat Head (Contact Person) 525-52-64 loc. 416, Telefax 301-9043</b>
12.1	No further instructions.
12.1(a)(i)	"No other acceptable proof of registration is recognized."
12.1(a)(iii)	No further instructions.
13.1(a)(b)(c)	The financial component of the bid shall contain the following:  (a) Bid Form; (b) Summary of Financial Offer; and (c) Financial Offer per required position.
13.2	The ABC is <b>Thirty Two Million Six Hundred Thirty Thousand Three Hundred Fifteen and 12/100 Pesos (P32,630,315.12)</b> . Any bid with a financial component higher than the amount shall not be accepted.
15.2, 15.3	No further instructions.
16.1(b)	"Not applicable"
16.3	"Not applicable"
17.1	Bids shall have a validity period of <b>one hundred twenty (120) days from the date of opening of bids.</b>
18.1	The bid security shall be in the following amounts:  1. Cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit, 2% of ABC = <b>Six Hundred Fifty Two Thousand Six Hundred Six and 30/100 Pesos (P652,606.30)</b> .  2. Surety Bond, 5% of ABC = <b>One Million Six Hundred Thirty One Thousand Five Hundred Fifteen and 76/100 Pesos (P1,631,515.76)</b> .  3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.
18.2	Bids shall have a validity period of <b>one hundred twenty (120) days from the date of opening of bids.</b>
20.3	Each Bidder shall submit one (1) original and four (4) copies of its Eligibility

	<p>Documents, Technical Component and Financial Component.</p> <p><b><i>The Original and all copies shall be properly ring-bound.</i></b></p> <p><b><i>All pages of the original and four (4) copies including attachments thereto such as brochure, shall be initialed at the right hand margin of each page. Failure of the Bidder or his authorized representative to initial all pages of bid documents and its copies including attachments thereto shall be a ground for disqualification.</i></b></p>
21	<p>The Address for Submission of Bids is:</p> <p><b><i>Ms. Vertudes M. Arias, Chairman, Bids and Awards Committee for the Procurement of Manpower Services, Philippine Ports Authority, PDO Manila/N. Luzon, PDO Manila Building, Muelle de San Francisco, South Harbor, Port Area, Manila</i></b></p> <p>Submission of Bids is not later than <b>9:00 A.M.</b> on <b>January 13, 2012.</b></p>
24.1	<p>The place of Bid opening is :</p> <p><b><i>PDO Manila/N. Luzon Conference Room, 3<sup>rd</sup> Floor, PDO Manila Building, Muelle de San Francisco, South Harbor, Port Area, Manila</i></b></p> <p>The date and time of Bid opening is on <b>January 13, 2012 at 9:00 a.m.</b></p> <p><i>A bidder's representative attending the bid opening should present a written authorization showing that he/she is authorized to represent the Company in the bid opening. In case of more than one (1) representative, there should only be one (1) spokesperson for the group.</i></p>
24.2	No further instructions.
27.1	No further instructions.
28.3	No further instructions.
28.3(b)	Bid modification not allowed.
28.4	No further instructions.
29.2(a)	No further instructions.
29.2(b)	<p>Bidders shall submit tax returns duly filed through the Electronic Filing and Payments System (EFPS).</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p>
29.2(d)	No further instructions.
30.1	Pursuant to Item No. 3.2 GPPB Circular No. 06-2005 dated 05 August 2005, the non-discretionary and non-discriminatory method of breaking ties in the event two or more of the bidders are determined and declared

	<p>as the Lowest Calculated and Responsive Bid (LCRB), shall be as follows:</p> <ol style="list-style-type: none"> <li>1. The LOTTO Scheme shall be used wherein the concerned bidders shall select when will be the Lotto draw dates be used (e.g. 6/42 – every Tuesday, Thursday and Saturday, 6/45 – every Monday, Wednesday and Friday, 6/49 – every Tuesday, Thursday and Sunday or 6/55 - every Monday, Wednesday and Saturday);</li> <li>2. From slots 1 to 6, each concerned bidder shall select their respective slot thru drawing of numbers;</li> <li>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 number to be drawn shall be placed in slot no. 1, second number to be drawn in slot no.2 and so on; and</li> </ol> <p>The bidder whose slots gets the highest number shall be declared as the Lowest Calculated and Responsive Bid (LCRB).</p>
33.4(g)	No further instructions.

**Section V**

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***DRAFT CONTRACT***

## **CONTRACT OF MANPOWER SERVICES**

### **KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 in the City of Manila by and between:

PHILIPPINE PORTS AUTHORITY, a government instrumentality duly organized and existing under and by virtue of Presidential Decree No. 857, as amended, with principal office address at A. Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its General Manager, ATTY. JUAN C. STA. ANA, and herein after referred to as the "PPA",

- and -

\_\_\_\_\_, a private corporation duly organized and existing in accordance with Philippine laws, with \_\_\_\_\_ principal office address at \_\_\_\_\_, represented herein by \_\_\_\_\_, in her capacity as \_\_\_\_\_, duly authorized for this purpose as evidenced by the Secretary's Certificate, dated \_\_\_\_\_, a copy of which is hereto attached and made as integral part hereof as Annex "A", and hereinafter referred to as the "CONTRACTOR".

### **WITNESSETH:**

**WHEREAS**, the PPA is desirous to enter into a contract for the provision of manpower services for its different offices, namely, PDO Manila/Northern Luzon Offices including MICT, VTMS Control Center, PMO South Harbor, PMO North Harbor, PMO Limay, and PMO San Fernando LU/Sual covering the period \_\_\_\_\_, 2012 to \_\_\_\_\_, 2012

**WHEREAS**, in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, the PPA Bids and Awards Committee (BAC) for the Procurement of Goods and Related Services advertised in a newspaper of general circulation and posted in the PPA Website, Phil-GEPS Website as well as in its bulletin board an Invitation to Bid for the Procurement of Manpower Services for the different offices mentioned above.

**WHEREAS**, after the opening of bids on \_\_\_\_\_ and the conduct of bid evaluation and the required post-qualification, the bid submitted by the CONTRACTOR was found to be the lowest calculated and responsive bid in the amount of \_\_\_\_\_ pesos (P \_\_\_\_\_), Philippine currency per BAC Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2012.

**WHEREAS**, in a Notice of Award (NOA) dated \_\_\_\_\_, the contract therefore was awarded to the CONTRACTOR which signifies its “CONFORME” in the NOA.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements, the PPA and the CONTRACTOR have agreed, as they do hereby agree and contract as follows:

## **ARTICLE I CONTRACT DOCUMENTS**

1.01 The following documents shall constitute integral parts of this Contract, as fully as if the contents of said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the parties, except as otherwise modified by the terms and conditions of the Contract, or by mutual agreement in writing of both parties, to wit:

- a. Invitation to Bid;
- b. Authority of the Signing Official;
- c. Bid Documents consisting of the following:
  - 1. Instruction to Bidders
  - 2. Bid Data Sheet
  - 3. General Conditions of the Contract
  - 4. Special Conditions of the Contract
  - 5. Schedule of Manpower Requirements
  - 6. Terms of Reference and its Annexes
- d. Addenda and/or Supplemental Bulletins;
- e. CONTRACTOR’s Bid Proposal consisting of Eligibility Requirements/Documents, Technical Component and Financial Component, including all the documents/statements contained therein;
- f. Performance Security;
- g. Credit Line issued by a licensed bank in amount at least equal to ten percent (10%) of the approved budget for the contract or computed Net Financial Contracting Capacity (NFCC);
- h. Notice of Award of Contract dated \_\_\_\_\_ and the CONTRACTOR’s “Conforme” thereto;
- i. Notice to Proceed; and
- j. Other pertinent documents as may be required by existing laws and/or the PPA.

1.02 All contract documents are and shall remain as the property of the PPA.

1.03 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the contract documents referred to above.

## **ARTICLE II MANPOWER REQUIREMENTS**

2.01 The PPA hereby engages the CONTRACTOR to provide the former with the manpower requirements as specified in the Bid Documents, more specifically in the Terms of Reference thereof which forms part of this Contract.

2.02 The CONTRACTOR agrees to provide the aforesaid manpower requirements for the period \_\_\_\_\_, 2012 to \_\_\_\_\_, 2012.

2.03 The PPA reserves the right to increase or decrease the number of personnel as the need arises at anytime during the term of this Contract and the same may be effected by giving the CONTRACTOR fifteen (15) day written notice to that effect, subject to applicable government rules and regulations thereof.

2.04 The CONTRACTOR shall assign personnel who possess the required qualifications and experience suitable to the positions as specified in the Terms of Reference, having correct discipline for the function or duty to be performed, physically and mentally fit, and of good moral character.

## **ARTICLE III OTHER TERMS AND CONDITIONS**

3.01 Consideration – For and in consideration of the service/s rendered, the PPA hereby agrees to pay the CONTRACTOR the billing rates as provided in the \_\_\_\_\_ hereto attached as \_\_\_\_\_ and made an integral part of this Contract. The rates quoted are based on eight (8) hours work per day per individual and includes payment due to the personnel, i.e. basic pay, service incentive leave, 13<sup>th</sup> month pay, etc., and to the government, i.e. contributions to Pag-Ibig, SSS, PhilHealth, ECC, etc. including the value added tax of twelve percent (12%). Except as provided for under existing laws, it is hereby expressly agreed upon and understood that the stipulated rates shall not be subject to upward adjustment for any cause or reason.

Payment of the aforesaid consideration shall be subject to the following conditions.

- a. Tardiness, undertime, half-days and absences incurred by the personnel assigned to the PPA shall be deducted accordingly from the monthly billing of the CONTRACTOR.
- b. The payment shall be subject to the CONTRACTOR's presentation of its semi-monthly personnel payroll and affidavit or sworn certification that it has paid the salaries of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to Pag-Ibig, SSS, PhilHealth, ECC, etc. as well as the withholding taxes to BIR.
- c. Any payment due and payable to the CONTRACTOR may be set off against liquidated damages payable to PPA by the CONTRACTOR under this Contract.

- d. All payments shall be subject to existing government accounting and auditing rules and regulations.

The CONTRACTOR agrees to pay the salaries of its personnel assigned with the PPA in accordance with the rates indicated in the Terms of Reference including the cost of living allowance, overtime pay, night shift differential pay, 13<sup>th</sup> month pay, 5-day incentive pay, uniform allowance, and such other benefits and emoluments as may be applicable, and as may be granted by law, wage orders, and rules and regulations issued by the Department of Labor and Employment. For this purpose, CONTRACTOR shall provide its personnel with pay slips evidencing the amount of their salaries and deductions thereof, should there be any, in at least two (2) days before the scheduled payment of their salaries which would be in every fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) of each month.

3.02 Duration – This Contract shall be for a period of \_\_\_\_\_ (\_\_\_\_) months, i.e. \_\_\_\_\_, 2012 until \_\_\_\_\_, 2012.

3.03 Performance Security – To guarantee the faithful performance of the CONTRACTOR under this Contract, it shall post upon signing of the Contract a performance security in the form of cash, manager's check, cashier's check, bank draft/guarantee, irrevocable letter of credit issued by a reputable commercial bank, surety bond, callable on demand, issued by the Government Service Insurance System (GSIS) or a combination thereof as may be required by the PPA in accordance with the following schedules:

- |    |                                                       |   |                                                                         |
|----|-------------------------------------------------------|---|-------------------------------------------------------------------------|
| 1. | Cash, cashier's manager's check, bank draft/guarantee | - | Five percent (5%) of the total contract price                           |
| 2. | Irrevocable letter of credit                          | - | Five percent (5%) of the total contract price                           |
| 3. | Surety Bond                                           | - | Thirty percent (30%) of the total contract price                        |
| 4. | Combination of the foregoing                          | - | Proportionate to share of form with respect to total amount of security |

This performance security shall be posted in favor of the PPA, and shall be forfeited in favor of the PPA in the event it is established that the CONTRACTOR is in default in any of its obligations under this Contract.

In the execution of the performance security, the following conditions shall be complied with:

- a. It shall be executed in accordance with the form prescribed in the Section 3.03 hereof.
- b. It shall be at least co-terminus with the final completion of the project/undertaking.
- c. The following provisions shall form part of the performance security:  
"The right to institute action on the penal bond pursuant to Act No.

3688 of any individual firm, partnership, corporation and association supplying the CONTRACTOR with labor and materials for the prosecution of work is hereby acknowledged and confirmed.”

Should any surety bond upon performance of this Contract become unacceptable to the PPA, the CONTRACTOR shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.

3.04 Assignment of Personnel – The CONTRACTOR shall assign its personnel as the PPA may deem proper under this Contract. The CONTRACTOR maintains administrative control and supervision over its personnel, however, it hereby authorizes the PPA to give direct instructions to the personnel assigned during their term of duty and such exercise of power by PPA shall not be deemed as relinquishment of power by the CONTRACTOR as the Employer of the said personnel.

3.05 Hours of Work – The personnel assigned to the PPA shall be required to work for eight (8) hours a day from Monday to Friday; and in case the need arises, they may be required to go on official travel to and from PPA work stations outside PDO Manila/Northern Luzon and render overtime services beyond the eight (8) hours period or during holiday or rest day, provided such travel and rendition of overtime services shall have prior PPA approval. The payment for such service rendered shall be paid based on their regular rates and subject to availability of funds.

3.06 Removal or Replacement of Personnel – The PPA hereby reserves the right to request the immediate replacement of any of the assigned personnel of the CONTRACTOR who, in its opinion, are found wanting in competency, honesty, and integrity or whose continued stay or service would be prejudicial to the best interest of the PPA.

3.07 Liquidated Damages – Should the CONTRACTOR refuse or fail to satisfactorily comply with its undertaking, and is hereby in default under the Contract, the CONTRACTOR shall be liable for damages for the delay and shall pay the PPA for liquidated damages and not by way of penalty, an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion thereof, for every day of delay until the same is finally performed/completed and accepted by the PPA.

It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, the PPA need not prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the CONTRACTOR under the contract and/or collect such liquidated damages from the securities or warranties posted by the CONTRACTOR, whichever is convenient to the PPA.

In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the Contract shall automatically be terminated by the PPA and the erring CONTRACTOR's performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the liquidated damages that the CONTRACTOR shall pay the PPA under this section and the other appropriate sanctions that may be imposed to the former.

3.08 Cancellation/Termination of Contract – PPA has the right to terminate or cancel this contract without the need of judicial action, at anytime before its expiration on reasonable grounds, such as, but not limited to: unsatisfactory service and performance or violation of any such terms of this Contract by giving the CONTRACTOR at least fifteen (15) calendar days written notice in advance to that effect, which Notice shall be final and binding on all the parties.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation or rescission.

3.09 Warranties – The CONTRACTOR hereby warrants compliance with requirements of Philippine Laws, the Social Security System Law, the Workman's Compensation Act, and Wage Orders governing payment to workers of at least the minimum wage, and other laws or decrees pertaining to employer-employee relationship, including the grant of retirement benefits as mandated by existing labor laws to its personnel.

The CONTRACTOR further warrants the capabilities and technical competence of its support personnel to be assigned in PPA based on individual work and experience qualifications. Relative to this, PPA reserves the right to verify the CONTRACTOR'S assigned personnel as to their qualifications and integrity and to require replacement thereof in case PPA upon its verification, is in opinion that the said personnel are found wanting in competency, honesty and integrity or whose continued stay or service would be prejudicial to the best interest of the PPA without additional cost to the PPA.

3.10 CONTRACTOR's Liability – The CONTRACTOR shall assume full responsibility and agrees and binds itself to indemnify the PPA for any loss, damage, destructions and/or injury that may be incurred by the latter and/or its employees which are attributable to the negligence, fault, misconduct or unlawful act of the former and its personnel.

3.11 No Employer-Employee Relationship – It is expressly agree and understood that there is no employer-employee relationship between the CONTRACTOR and/or its personnel and the PPA, such that the CONTRACTOR's personnel assigned in PPA are not employees of the latter, it being understood that the position of the CONTRACTOR and anyone else performing the services is that of an independent contractor. Accordingly, the PPA shall not in anyway be liable or responsible for any personnel injury or damage including death sustained or caused by any of the personnel of the CONTRACTOR during the lawful performance of their duties.

#### **ARTICLE IV MISCELLANEOUS PROVISIONS**

4.01 The failure of the PPA to demand strict compliance with any of the terms, stipulations and covenants of this Contract or any act of liberality on the part of the PPA, shall not be construed or considered as a waiver on the part of PPA for enforcement of this Contract, nor shall it relieve the CONTRACTOR of any of its obligations as herein provided.

4.02 It is expressly agreed and understood that in case of conflict between the Contract and the provisions of the contract documents incorporated as forming part hereof, the former shall be controlling.

4.03 The CONTRACTOR shall provide and do anything necessary to perform its obligations under this contract according to the true intent and meaning of all the Contract Documents taken together.

4.04 All taxes, licenses, permits, fees or charges of whatever form, kind or nature due or which may be due to the national or local government units and/or its instrumentalities/agencies on account of the performance and completion of the work stipulated herein, and all necessary and incidental expenses relative thereto, including the cost of notarization of this Contract shall be borne and paid for by the CONTRACTOR on its own account. Should the PPA be compelled to advance the same, the PPA is hereby authorized to deduct the amount advance from whatever amount due the CONTRACTOR from the PPA.

4.05 The CONTRACTOR shall pay taxes in full and on time and that failure to do so shall entitle PPA to suspend payment to CONTRACTOR. Further, the CONTRACTOR shall during the term of this Contract regularly present to PPA a tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped and receive by the BIR and duly validated with the tax payments made thereon.

4.06 Should the PPA be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to the PPA for attorney's fees in an amount equivalent to twenty percent (20%) or the total sum claimed in the complaint, exclusive of other damages and expenses of litigation. Venue of all court actions in connection with or arising out of this contract shall be laid exclusively in the proper court of the City of Manila.

4.07 The personnel to be assigned to PPA must not be related within the third degree of consanguinity or affinity with PPA's General Manager, or the appointing and recommending authorities, or the immediate superior of the assigned personnel, and that the said personnel has not been previously dismissed from the service by reason of an administrative case, and has not yet reached the compulsory retirement age of sixty-five (65).

4.08 The CONTRACTOR hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or data contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of material facts therein, which if known, could have disqualified the CONTRACTOR such that this Contract would not have been made and entered into, gives the PPA the immediate right or resource to motu proprio rescind, abrogate or otherwise terminate the Contract without need of judicial intervention.

4.09 Pursuant to Section 47 of IRR of R.A. 9184, CONTRACTOR further represent that all its officers, directors and controlling stockholders are not related to by consanguinity or affinity up to third (3<sup>rd</sup>) civil degree to the Port District Manager, PPA PDO Manila/Northern Luzon, including any of its officers or employees having direct access to the concluded bidding.

If in any event, it is found that the aforesaid representation was violated, the PPA, however, has the right to terminate or cancel this contract without the need of judicial action, at anytime before its expiration pursuant to Article 3.08 hereof.

**ARTICLE V  
EFFECTIVITY**

5.01 This Contract shall effective upon its signing by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place above written.

PHILIPPINE PORTS AUTHORITY  
By:

CONTRACTOR  
By:

ATTY. JUAN C. STA. ANA  
General Manager

\_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 2012 personally appeared the following:

NAME	Identification Document Presented	No./Date/ Place of Issue
ATTY. JUAN C. STA. ANA	_____	_____
_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument as:

Position	Company	CTC No.	Date Issued	Place Issued
General Manager	Phil. Ports Authority	_____	_____	_____
_____	_____	_____	_____	_____

and acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act of the corporation they represent.

This foregoing instruments refers to a Contract for the Provision of Manpower Services consisting of nine (9) pages including the page on which this acknowledgement is written, duly signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2012, \_\_\_\_\_, Philippines.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2012.

**Section VI**

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***SCHEDULE OF REQUIREMENTS***

## SCHEDULE OF REQUIREMENTS

### Technical & Administrative Support Personnel

The winning Bidder shall deploy the required personnel to the various offices of the PPA, PDO Manila/Northern Luzon upon issuance of the Notice to Proceed.

LOCATION	NUMBER OF PERSONNEL	TOTAL
<p><b><i>PDO MANILA PROPER</i></b></p> <p>VTMS Control Center            MICT Office            Engineering Projects            Contractual Services</p>	<p>12            2            4            20</p>	<p>38</p>
<p><b><i>PMO SOUTH HARBOR</i></b></p> <p>Engineering Projects            Contractual Services</p>	<p>10            12</p>	<p>22</p>
<p><b><i>PMO NORTH HARBOR</i></b></p> <p>Engineering Services            MIS Computerization            Administrative Services</p>	<p>11            22            17</p>	<p>50</p>
<p><b><i>PMO LIMAY</i></b></p> <p>Administrative Services            Engineering Projects            MIS Computerization</p>	<p>8            10            2</p>	<p>20</p>
<p><b><i>PMO SAN FERNANDO</i></b></p> <p>Engineering Projects            Administrative Services</p>	<p>9            8</p>	<p>17</p>
<b>TOTAL</b>	<b>147</b>	<b>147</b>

**Section VII**

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***TECHNICAL SPECIFICATIONS***

**TECHNICAL SPECIFICATIONS**

<u>RC</u>	<u>No. of Positions</u>	<u>POSITION TITLE</u>
<b><u>PDO Manila/NL Proper</u></b>		
<b>A. Contractual Services</b>		
	1	Sr. Corp. Acct. Analyst
	1	Sr. Acctg. Processor A
	1	Admin. Svcs. Asstant A
	1	Computer Operator
	1	Acctg. Processor A
	1	Acct. Examiner II
	1	Fiscal Examiner B
	1	Payroll Clerk
	8	Clerk Processor A
	2	Driver Mechanic B
	1	Receiving/Releasing Clerk
	1	Mechanic C
<b>B. Engineering Projects</b>		
	1	Supervising Engineer B
	1	Engineering Asst. A
	2	Computer Operator
<b>C. VTMS Operations</b>		
	1	Electronic Comm. Eng'r.
	5	HOO
	3	Computer Operator
	1	Electronics Technician
	1	Diesel Mechanic
	1	Driver Mechanic B
<b>D. MICT-MIS Comput'n Proj.</b>		
	2	Computer Operator
	<b>38</b>	

**PMO - SOUTH HARBOR**

<b>B. Finance Section</b>		
	2	Accounting Processor A
	2	Collection Representative B
	1	Corporate Accountant
	1	Statistical Assistant B
<b>C. Admin. Section</b>		
	1	Industrial Rel. Mgmt. Officer B
	3	Clerk Processor A
	2	Driver Mechanic B

D. Engineering Svcs.	1	Senior Engineer A
	1	Marine Mechanic
	8	Utility Worker A
	<hr/>	
	<b>22</b>	

**PMO - NORTH HARBOR**

A. MIS Comput'n. Proj.	22	Data Encoder
B. Finance Section	3	Accounting Processor B
	3	Billing Clerk
	1	Payroll Clerk
	1	Statistical Clerk
C. Admin. Section	1	Liaison Aide
	2	Driver Mechanic B
	1	Procurement Assistant A
	1	Building Electrician
	2	Clerk Processor C
	2	Receiving Clerk
D. Engineering Svcs.	2	Engineerig Foreman
	1	Welder
	2	Electrical Assistant
	2	Engineering Assistant C
	1	Carpenter A
	3	Utility Worker
	<hr/>	
	<b>50</b>	

**PMO - SAN FERNANDO/LU**

A. Office of the PM	1	Executive Secretary C
	1	Executive Assistant C
B. Finance Section	1	Accounting Processor A
	1	Corporate Accountant
C. Admin. Section	1	Driver Mechanic B
	1	Storekeeper A
	2	Clerk Processor D
D. Engineering Svcs.	1	Clerk Processor A
	1	Building Electrician A
	1	Carpenter
	1	Plumber C
	1	Painter B
	4	Laborer
	<hr/>	
	<b>17</b>	

**PMO - LIMAY**

A. Office of the PM	1	Executive Assistant C
	1	Secretary
B. MIS-Comput'n. Project	2	Data Encoder
C. Finance Section	1	Accounting Processor A
	1	Collection Representative B
D. Port of Casiguran	1	Janitor
E. Admin. Section	2	Clerk Processor A
	1	Driver Mechanic B
D. Engineering Svcs.	1	Building Electrician A
	1	Engineer B
	1	Foreman A
	1	ACAD Operator B
	1	Welder B
	1	Carpenter A
	2	Laborer
	1	Painter B
	1	Plumber C

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**20**

POSITION TITLE	EDUCATION	EXPERIENCE	TRAINING
ACAD Operator B	Completion of two (2) years in college	One (1) year experience in computer "CAD"operations	Four (4) hours of relevant training
Accounting Processor A	Completion of two (2) years in college	One (1) year of relevant experience	Four (4) hrs. of relevant training
Accounting Processor B	Completion of two (2) years in college	One (1) year of relevant experience	Two (2) hrs. of relevant training
Accounts Examiner II	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Admin. Services Assistant A	Bachelor's degree relevant to the job	Two (2) years relevant experience	Eight (8) hours of relevant training
Billing Clerk	Completion of two (2) years studies in college	One (1) year relevant experience	None Required
Building Electrician	High School Graduate or completion of relevant vocational/trade course	One (1) year relevant experience	Eight (8) hours of relevant training
Building Electrician A	High School Graduate or completion of relevant vocational/trade course	One (1) year relevant experience	Four (4) hours of relevant training
Carpenter A	Elementary School Graduate	1 year of relevant experience	None Required
Clerk Processor A	Completion of two years studies in college	1 year of relevant experience	Four (4) hours of relevant training
Clerk Processor C	Completion of two years studies in college	1 year of relevant experience	Two (2) hrs. of relevant training
Collection Representative B	Completion of two (2) years in college	One (1) year of relevant experience	Four (4) hrs. of relevant training
Computer Operator	Completion of two (2) years in college	One (1) year experience in computer operations	Four (4) hours of relevant training
Corporate Accountant	Bachelor's degree relevant to the job	Two (2) years relevant experience	Eight (8) hours of relevant training
Data Encoder	Two (2) years in college	Six (6) mos. Experience in computer operations	None Required
Diesel Mechanic	Completion of two (2) years in college	One (1) year relevant training	Four (4) hours of relevant training
Driver Mechanic B	High School Graduate or Completion of relevant vocational/trade school course	1 year of relevant experience	None Required
Electrical Assistant	High School Graduate or Completion of relevant vocational/trade school course	1 year of relevant experience	None Required
Electronic Comm. Engineer	Bachelor's Degree in Electronics Communication Engineering	Two (2) years relevant experience	Eight (8) hours of relevant training

POSITION TITLE	EDUCATION	EXPERIENCE	TRAINING
Engineering Assistant A	Completion of two years studies in college	1 year of relevant experience	Eight (8) hrs. of relevant training
Engineering Assistant C	Completion of two (2) years in college	One (1) year of relevant experience	Two (2) hrs. of relevant training
Executive Assistant C	Bachelor's degree relevant to the job	One (1) year experience	Four (4) hours of relevant training
Executive Secretary C	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Fiscal Examiner B	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Foreman A	High School Graduate or completion of relevant vocational/trade course	Two (2) years relevant experience	Eight (8) hrs. of relevant training
Harbor Operation Officer	Bachelor's Degree preferably in Marine Transportation	One (1) year relevant experience in the areas of radar operation on board vessel	Four (4) hours of relevant training
Industrial Relation Management Officer B	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Janitor	Elementary School Graduate	One (1) year relevant experience	None Required
Laborer	Must be able to read and write	None required	None Required
Marine Mechanic	Completion of relevant vocational/ trade school course	One (1) year relevant experience preferably in handling Volvo Marine Engine	None Required
Mechanic C	High School Graduate	One (1) years relevant experience	Four (4) hours of relevant training
Painter B	Elementary School Graduate	One (1) year relevant experience	None Required
Payroll Clerk	Completion of two years studies in college	1 year of relevant experience	Four (4) hrs. of relevant training
Plumber C	Elementary School Graduate	One (1) year relevant experience	None Required
Procurement Assistant A	High School Graduate or completion of relevant vocational/trade course	One (1) year relevant experience	Eight (8) hours of relevant training
Receiving Clerk	Completion of two years studies in college	1 year of relevant experience	Two (2) hrs. of relevant training
Receiving/Releasing Clerk	Completion of two (2) years studies in college	None required	None Required
Secretary	Completion of two (2) years in college	One (1) year of relevant experience	Four (4) hrs. of relevant training

POSITION TITLE	EDUCATION	EXPERIENCE	TRAINING
Sr. Engineer A	Bachelor's Degree in Engineering relevant to the job	One (1) year relevant experience	Four (4) hours of relevant training
Statistical Assistant B	Completion of two (2) years in college	None required	None Required
Statistical Clerk	Completion of two (2) years studies in college	None required	None Required
Storekeeper A	Completion of two (2) years in college	Two (2) years relevant experience	Four (4) hours of relevant training
Supervising Engineer B	Must be a practicing registered Civil Engineer	Three (3) years in the supervision of construction projects like civil works, retrofitting, rehabilitation and finishing works	Eight (8) hrs. of relevant training
Utility Worker A	Elementary School Graduate	None required	None Required
Welder	High School Graduate or Completion of relevant vocational/trade school course	1 year of relevant experience	None Required
Welder B	Completion of relevant vocational/ trade school course	One (1) year relevant experience	None Required

**Section VIII**

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***ELIGIBILITY DOCUMENTS AND  
TECHNICAL COMPONENTS –  
STANDARD FORMS***

# CHECKLIST OF ELIGIBILITY AND TECHNICAL DOCUMENTS FOR MANPOWER SERVICES

## I. ELIGIBILITY DOCUMENTS

### Class "A" Documents

- E – FORM 1 - Department of Trade and Industry (DTI) Business Name Registration or SEC Registration Certificate, whichever may be appropriate under existing laws of the Philippines, if applicable.
- E – FORM 2 - Valid and current Mayor's Permit/Municipal License.
- E – FORM 3 - Statement of prospective Bidder of all its on-going and completed government and private contracts within the relevant period, where applicable, including contracts awarded but not yet started, if any. The statement shall state for each contract whether said contract is: On-going, Completed or Awarded but not yet started, within the relevant period, where applicable. The statement shall include, for each contract, the following:
- (i) the name of the contract
  - (ii) date and duration of the contract
  - (iii) number of personnel deployed
  - (iv) amount of contract and value of outstanding contracts
- E – FORM 4 - Audited Financial Statements, stamped "RECEIVED" by the BIR or its duly accredited and authorized institutions, for calendar year 2009, showing, among others, the total assets and liabilities, which should not be earlier than two (2) years from bid submission.
- E – FORM 5 - Computation of Net Financial Contracting Capacity (NFCC) or Credit Line Certificate (CLC) in accordance with ITB Clause 5.5

### CLASS "B" DOCUMENT

- E – FORM 6 - Valid Joint Venture (JV) Agreements, if applicable.

## II. TECHNICAL DOCUMENTS

- T-FORM 1 - Bid Security
- T-FORM 2 - Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents
- T-FORM 3 - Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184

## **E-FORM 1**

Registration Certificate from the Securities and Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship or Cooperative Development Authority (CDA) for Cooperatives

## **E-FORM 2**

Mayor's Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located.

**E-FORM 3**

**Statement of Contracts with Government Institution/Agency for the Last Five (5) Years**

with Government Institution/Agency	Name of Contract	Date of Contract/Effectivity/Duration	Number of Technical and Administrative Support Personnel Deployed	Amount of Contract and Value of Outstanding Contract
	I. Completed			
	a			
	b			
	c			
	d			
	e			
	II. On-Going			
	a			
	b			
c				
d				
e				
III. Awarded but not yet started				
a				
b				
c				
d				
e				

Submitted by: \_\_\_\_\_  
 (Printed Name & Signature)

Designation: \_\_\_\_\_

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

**E-FORM 3**  
**Statement of Contracts with Private Institution/Agency for the Last Five (5) Years**

<b>With Private entity</b>	<b>Name of Contract</b>	<b>Date of Contract/Effectivity/Duration</b>	<b>Number of Technical and Administrative Support Personnel Deployed</b>	<b>Amount of Contract and Value of Outstanding Contract</b>
	I. Completed			
	a			
	b			
	c			
	d			
	e			
	II. On-Going			
	a			
	b			
c				
d				
e				
III. Awarded but not yet started				
a				
b				
c				
d				
e				

Submitted by: \_\_\_\_\_  
 (Printed Name & Signature)

Designation: \_\_\_\_\_

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

## **E-FORM 4**

Audited Financial Statements, stamped "RECEIVED" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year, showing among others, the total assets and liabilities, which should not be earlier than two (2) years from bid submission.

## E-FORM 5

Computation of Prospective Bidders Net Financial Contracting Capacity (NFCC) or Commitment from a Universal or Commercial Bank to Extend a Credit Line in favor of the Bidder, if awarded the Contract for this Project (CLC).

The NFCC computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank.

## **E-FORM 6**

### **Joint Venture Agreement (JVA)**

If applicable, attached the JVA, in case the joint venture is already in existence, or duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

If not applicable, please state "NOT APPLICABLE" in this form.

## **T-FORM 1**

### **BID SECURITY**

Bid Security in accordance with ITB 18.1. If the Bidder opts to submit the bid security in the form of:

1. A bank draft/guarantee or an irrevocable letter of credit issued by a Universal or Commercial Bank. Provided, however, that is shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or
2. A surety bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

## **T-FORM 2**

Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents

The Bidder's authorized signatory shall affix his/her signature on the "CONFORME" portion of the herein attached Schedule of Requirements – Section VI and Technical Specifications – Section VII.

## SCHEDULE OF REQUIREMENTS

### Technical & Administrative Support Personnel

The winning Bidder shall deploy the required personnel to the various offices of the PPA, PDO Manila/Northern Luzon upon issuance of the Notice to Proceed.

LOCATION	NUMBER OF PERSONNEL	TOTAL
<u>PDO MANILA PROPER</u> VTMS Control Center MICT Office Engineering Projects Contractual Services	12 2 4 20	38
<u>PMO SOUTH HARBOR</u> Engineering Projects Contractual Services	10 12	22
<u>PMO NORTH HARBOR</u> Engineering Services MIS Computerization Administrative Services	11 22 17	50
<u>PMO LIMAY</u> Administrative Services Engineering Projects MIS Computerization	8 10 2	20
<u>PMO SAN FERNANDO</u> Engineering Projects Administrative Services	9 8	17
<b>TOTAL</b>	<b>147</b>	<b>147</b>

### CONFORME:

\_\_\_\_\_  
Name of Company/Prospective Bidder

By:

\_\_\_\_\_  
Printed Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

### TECHNICAL SPECIFICATIONS

<u>RC</u>	<u>No. of Positions</u>	<u>POSITION TITLE</u>
<b><u>PDO Manila/NL Proper</u></b>		
A. Contractual Services		
	1	Sr. Corp. Acct. Analyst
	1	Sr. Acctg. Processor A
	1	Admin. Svcs. Asstant A
	1	Computer Operator
	1	Acctg. Processor A
	1	Acct. Examiner II
	1	Fiscal Examiner B
	1	Payroll Clerk
	8	Clerk Processor A
	2	Driver Mechanic B
	1	Receiving/Releasing Clerk
	1	Mechanic C
B. Engineering Projects		
	1	Supervising Engineer B
	1	Engineering Asst. A
	2	Computer Operator
C. VTMS Operations		
	1	Electronic Comm. Eng'r.
	5	HOO
	3	Computer Operator
	1	Electronics Technician
	1	Diesel Mechanic
	1	Driver Mechanic B
D. MICT-MIS Comput'n Proj.		
	2	Computer Operator
	<b>38</b>	

### **PMO - SOUTH HARBOR**

B. Finance Section		
	2	Accounting Processor A
	2	Collection Representative B
	1	Corporate Accountant
	1	Statistical Assistant B
C. Admin. Section		
	1	Industrial Rel. Mgmt. Officer B
	3	Clerk Processor A

	2	Driver Mechanic B
D. Engineering Svcs.	1	Senior Engineer A
	1	Marine Mechanic
	8	Utility Worker A
	<hr/>	
	<b>22</b>	

**PMO - NORTH  
HARBOR**

A. MIS Comput'n. Proj.	22	Data Encoder
B. Finance Section	3	Accounting Processor B
	3	Billing Clerk
	1	Payroll Clerk
	1	Statistical Clerk
C. Admin. Section	1	Liaison Aide
	2	Driver Mechanic B
	1	Procurement Assistant A
	1	Building Electrician
	2	Clerk Processor C
	2	Receiving Clerk
D. Engineering Svcs.	2	Engineerig Foreman
	1	Welder
	2	Electrical Assistant
	2	Engineering Assistant C
	1	Carpenter A
	3	Utility Worker
	<hr/>	
	<b>50</b>	

**PMO - SAN FERNANDO/LU**

A. Office of the PM	1	Executive Secretary C
	1	Executive Assistant C
B. Finance Section	1	Accounting Processor A
	1	Corporate Accountant
C. Admin. Section	1	Driver Mechanic B
	1	Storekeeper A
	2	Clerk Processor D
D. Engineering Svcs.	1	Clerk Processor A
	1	Building Electrician A
	1	Carpenter
	1	Plumber C
	1	Painter B
	4	Laborer

**PMO - LIMAY**

A. Office of the PM	1	Executive Assistant C
	1	Secretary
B. MIS-Comput'n. Project	2	Data Encoder
C. Finance Section	1	Accounting Processor A
	1	Collection Representative B
D. Port of Casiguran	1	Janitor
E. Admin. Section	2	Clerk Processor A
	1	Driver Mechanic B
D. Engineering Svcs.	1	Building Electrician A
	1	Engineer B
	1	Foreman A
	1	ACAD Operator B
	1	Welder B
	1	Carpenter A
	2	Laborer
	1	Painter B
	1	Plumber C

**I. PROFESSIONAL/TECHNICAL QUALIFICATIONS OF EACH POSITIONS**

POSITION TITLE	EDUCATION	EXPERIENCE	TRAINING
ACAD Operator B	Completion of two (2) years in college	One (1) year experience in computer "CAD"operations	Four (4) hours of relevant training
Accounting Processor A	Completion of two (2) years in college	One (1) year of relevant experience	Four (4) hrs. of relevant training
Accounting Processor B	Completion of two (2) years in college	One (1) year of relevant experience	Two (2) hrs. of relevant training
Accounts Examiner II	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Admin. Services Assistant A	Bachelor's degree relevant to the job	Two (2) years relevant experience	Eight (8) hours of relevant training
Billing Clerk	Completion of two (2) years studies in college	One (1) year relevant experience	None Required
Building Electrician	High School Graduate or completion of relevant vocational/trade course	One (1) year relevant experience	Eight (8) hours of relevant training
Building Electrician A	High School Graduate or completion of relevant vocational/trade course	One (1) year relevant experience	Four (4) hours of relevant training
Carpenter A	Elementary School Graduate	1 year of relevant experience	None Required
Clerk Processor A	Completion of two years studies in college	1 year of relevant experience	Four (4) hours of relevant training
Clerk Processor C	Completion of two years studies in college	1 year of relevant experience	Two (2) hrs. of relevant training
Collection Representative B	Completion of two (2) years in college	One (1) year of relevant experience	Four (4) hrs. of relevant training
Computer Operator	Completion of two (2) years in college	One (1) year experience in computer operations	Four (4) hours of relevant training
Corporate Accountant	Bachelor's degree relevant to the job	Two (2) years relevant experience	Eight (8) hours of relevant training
Data Encoder	Two (2) years in college	Six (6) mos. Experience in computer operations	None Required
Diesel Mechanic	Completion of two (2) years in college	One (1) year relevant training	Four (4) hours of relevant training
Driver Mechanic B	High School Graduate or Completion of relevant vocational/trade school course	1 year of relevant experience	None Required
Electrical Assistant	High School Graduate or Completion of relevant vocational/trade school course	1 year of relevant experience	None Required

POSITION TITLE	EDUCATION	EXPERIENCE	TRAINING
Electronic Comm. Engineer	Bachelor's Degree in Electronics Communication Engineering	Two (2) years relevant experience	Eight (8) hours of relevant training
Engineering Assistant A	Completion of two years studies in college	1 year of relevant experience	Eight (8) hrs. of relevant training
Engineering Assistant C	Completion of two (2) years in college	One (1) year of relevant experience	Two (2) hrs. of relevant training
Executive Assistant C	Bachelor's degree relevant to the job	One (1) year experience	Four (4) hours of relevant training
Executive Secretary C	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Fiscal Examiner B	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Foreman A	High School Graduate or completion of relevant vocational/trade course	Two (2) years relevant experience	Eight (8) hrs. of relevant training
Harbor Operation Officer	Bachelor's Degree preferably in Marine Transportation	One (1) year relevant experience in the areas of radar operation on board vessel	Four (4) hours of relevant training
Industrial Relation Management Officer B	Bachelor's degree relevant to the job	Two (2) years relevant experience	Four (4) hours of relevant training
Janitor	Elementary School Graduate	One (1) year relevant experience	None Required
Laborer	Must be able to read and write	None required	None Required
Marine Mechanic	Completion of relevant vocational/ trade school course	One (1) year relevant experience preferably in handling Volvo Marine Engine	None Required
Mechanic C	High School Graduate	One (1) years relevant experience	Four (4) hours of relevant training
Painter B	Elementary School Graduate	One (1) year relevant experience	None Required
Payroll Clerk	Completion of two years studies in college	1 year of relevant experience	Four (4) hrs. of relevant training
Plumber C	Elementary School Graduate	One (1) year relevant experience	None Required
Procurement Assistant A	High School Graduate or completion of relevant vocational/trade course	One (1) year relevant experience	Eight (8) hours of relevant training
Receiving Clerk	Completion of two years studies in college	1 year of relevant experience	Two (2) hrs. of relevant training
Receiving/Releasing Clerk	Completion of two (2) years studies in college	None required	None Required
Secretary	Completion of two (2) years in college	One (1) year of relevant experience	Four (4) hrs. of relevant training

POSITION TITLE	EDUCATION	EXPERIENCE	TRAINING
Sr. Engineer A	Bachelor's Degree in Engineering relevant to the job	One (1) year relevant experience	Four (4) hours of relevant training
Statistical Assistant B	Completion of two (2) years in college	None required	None Required
Statistical Clerk	Completion of two (2) years studies in college	None required	None Required
Storekeeper A	Completion of two (2) years in college	Two (2) years relevant experience	Four (4) hours of relevant training
Supervising Engineer B	Must be a practicing registered Civil Engineer	Three (3) years in the supervision of construction projects like civil works, retrofitting, rehabilitation and finishing works	Eight (8) hrs. of relevant training
Utility Worker A	Elementary School Graduate	None required	None Required
Welder	High School Graduate or Completion of relevant vocational/trade school course	1 year of relevant experience	None Required
Welder B	Completion of relevant vocational/ trade school course	One (1) year relevant experience	None Required

**CONFORME:**

\_\_\_\_\_  
Name of Company/Prospective Bidder

By:

\_\_\_\_\_  
Printed Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

## T-FORM 3

### Omnibus Sworn Statement

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

#### AFFIDAVIT

I, [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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for the Procurement of Manpower Services for PDO Manila/Northern Luzon and PMOs Under its Jurisdiction of the PPA-PDO Manila/Northern Luzon;

*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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)] (Please see attached sample form of Secretary's Certificate);

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 PPA-PDO Manila/Northern Luzon or its duly authorized representative(s) to verify all the documents submitted;

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

*If a sole proprietorship:* I am not related to the Head of the PPA-PDO Manila/Northern Luzon, 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 PPA-PDO Manila/Northern Luzon, 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 corporation or joint venture:* None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the PPA-PDO Manila/Northern Luzon, 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 Procurement of Manpower Services for PDO Manila/Northern Luzon and PMOs Under its Jurisdiction.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 2011 at \_\_\_\_\_, Philippines.

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_, issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
NOTARY PUBLIC

Doc. No. \_\_\_\_\_:  
Page No. \_\_\_\_\_:  
Book No. \_\_\_\_\_:  
Series of 2011.

### T-FORM 3

#### Authority of Signatory

#### SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that \_\_\_\_\_ be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ by the Philippine Ports Authority, PDO Manila/Northern Luzon; and that if awarded the project shall enter into a contract with the Philippine Ports Authority, PDO Manila/Northern Luzon; and in connection therewith hereby appoint \_\_\_\_\_, acting as duly authorized and designated representatives of \_\_\_\_\_, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ in the bidding as fully and effectively as the \_\_\_\_\_ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the \_\_\_\_\_ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the \_\_\_\_\_ shall not seek and obtain writ of injunctions or prohibition or restraining order against the PPA or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_.

\_\_\_\_\_  
(Corporate Secretary)

#### ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2011.

**Section IX**

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***FINANCIAL COMPONENTS -  
STANDARD FORMS***

## **CHECKLIST OF FINANCIAL DOCUMENTS FOR MANPOWER SERVICES**

- |           |   |                                                                    |
|-----------|---|--------------------------------------------------------------------|
| F-FORM 1  | - | Bid Form                                                           |
| F-FORM 2  | - | Summary of Financial Offer                                         |
| F-FORM 3  | - | Financial Offer - PDO Manila Proper VTMS Operations                |
| F-FORM 4  | - | Financial Offer – PDO Manila Proper Engineering Projects           |
| F-FORM 5  | - | Financial Offer – PDO Manila Proper MICT<br>MIS Computerization    |
| F-FORM 6  | - | Financial Offer – PDO Manila Proper Contractual Services           |
| F-FORM 7  | - | Financial Offer – PMO South Harbor Contractual Services            |
| F-FORM 8  | - | Financial Offer - PMO South Harbor Engineering Projects            |
| F-FORM 9  | - | Financial Offer – PMO North Harbor Engineering Projects            |
| F-FORM 10 | - | Financial Offer – PMO North Harbor MIS Computerization             |
| F-FORM 11 | - | Financial Offer – PMO North Harbor Contractual Services            |
| F-FORM 12 | - | Financial Offer – PMO Limay Contractual Services                   |
| F-FORM 13 | - | Financial Offer – PMO Limay Engineering Projects                   |
| F-FORM 14 | - | Financial Offer – PMO Limay MIS Computerization                    |
| F-FORM 15 | - | Financial Offer – PMO San Fernando LU/Sual<br>Contractual Services |
| F-FORM 16 | - | Financial Offer – PMO San Fernando LU/Sual<br>Engineering Projects |

## F-FORM 1

### BID FORM

\_\_\_\_\_  
Date

**MS. VERTUDES M. ARIAS**

Chairman

BIDS AND AWARDS COMMITTEE

for the Procurement of Goods and Related Services

PDO MANILA/NORTHERN LUZON

3rd Floor, PDO-Manila Bldg., Muelle de San Francisco

South Harbor, Port Area, Manila

Dear Madam:

Having examined the Bidding Documents, we, the undersigned, offer to deliver the Manpower Services of PPA, PDO Manila/Northern Luzon in conformity with the said Bidding Documents for the sum of \_\_\_\_\_  
(\_\_\_\_\_).

We undertake, if our Bid is accepted, to deliver the manpower services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

## F - FORM 2

### SUMMARY OF FINANCIAL OFFER

<u>PDO / PMO</u>	TOTALS
A. PDO Manila/Northern Luzon 1. VTMS Operations 2. Engineering Projects 3. MICT MIS Computerization 4. Contractual Services TOTAL	
B. PMO South Harbor 1. Contractual Services 2. Engineering Projects TOTAL	
C. PMO North Harbor 1. Engineering Projects 2. MIS Computerization 3. Contractual Services TOTAL	
D. PMO Limay 1. Contractual Services 2. Engineering Projects 3. MIS Computerization TOTAL	
E. PMO San Fernando LU/Sual 1. Contractual Services 2. Engineering Projects TOTAL	
GRAND TOTAL - PDO MANILA/NL	

## F-FORM 3 FINANCIAL OFFER

### PDO-MANILA/NL PROPER - VTMS OPERATIONS

<u>DESCRIPTION</u>	SG-16	SG-16	SG-9	SG - 8	SG-6	SG-7	TOTAL
	Electronic Comm. Eng'r. (26 days)	HOO  (26 days)	Computer Operator (26 days)	Electronics Technician (26 days)	Diesel Mechanic (26 days)	Driver Mechanic B (26 days)	
A. Employee's Rate Per Day	998.59	998.59	621.05	578.86	502.82	539.50	
B 1. Monthly Basic Pay (6 days/week or 26 days/mo)	25,963.34	25,963.34	16,147.30	15,050.36	13,073.32	14,027.00	
2. Service Incentive Leave (Daily Rate x 6 days/12 mos.)	499.30	499.30	310.53	289.43	251.41	269.76	
3. 13th Month Pay (monthly basic / 12 mos.)	2,163.61	2,163.61	1,345.61	1,254.20	1,089.44	1,168.92	
4. ECOLA							
Sub-Total	28,626.25	28,626.25	17,803.44	16,593.99	14,414.17	15,465.67	
C. Amount Payable to the Government							
1. Pag-IBIG Contribution	100.00	100.00	100.00	100.00	100.00	100.00	
2. SSS Contribution	1,060.00	1,060.00	1,060.00	1,060.00	918.70	989.30	
3. Philhealth Contribution	312.50	312.50	200.00	187.50	162.50	175.00	
4. ECC	30.00	30.00	30.00	30.00	10.00	10.00	
Sub-Total	1,502.50	1,502.50	1,390.00	1,377.50	1,191.20	1,274.30	
D. Total Amount to be Paid to Contractual & to Government	30,128.75	30,128.75	19,193.44	17,971.49	15,605.37	16,739.97	
E. Add: Administrative Overhead (15% of D)							
F. Billing per Month (D + E) employee							

G. Value Added Tax 12% of F)							
H. Total billing per Month (F&G)/employee							
I. No. of Employees needed per position	1	5	3	1	1	1	12
J. Total ( H x 11 mos. x no. of position )							

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name of Authorized Representative

\_\_\_\_\_  
 Date



E. Add: Administrative Overhead (15% of D)				
F. Billing per Month ( D + E )				
G. Value Added Tax 12% of F)				
H. Total billing per Month (F&G)/employee				
I. Number of Positions	1	1	2	4
J. Total ( H x 11 mos. x no. of position )				

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name of Authorized Representative

\_\_\_\_\_  
 Date

## F-FORM 5

### FINANCIAL OFFER

#### PDO-MANILA/NL PROPER - MICT MIS COMPUTERIZATION

<u>DESCRIPTION</u>	SG-9 Computer Operator (22 days)	TOTAL
A. Employee's Rate Per Day ( monthly basic rate / 22 days )	621.05	
B. Amount Payable to the Employee		
1. Monthly Basic Pay (5 days/week or 22 days/mo)	13,663.00	
2. Service Incentive Leave (Daily Rate x 5 days/12 mos.)	258.77	
3. 13th Month Pay (monthly basic / 12 mos.)	1,138.58	
4. ECOLA		
Sub-Total	15,060.35	
C. Amount Payable to the Government		
1. Pag-IBIG Contribution ( refer to table )	100.00	
2. SSS Contribution ( refer to table )	954.00	
3. Philhealth Contribution ( refer to table )	162.50	
4. ECC	10.00	
Sub-Total	1,226.50	
D. Total Amount to be Paid to Contractual & to Government ( B total + C total )	16,286.85	
E. Add: Administrative Overhead (15%)		
F. Billing per Month (D + E) employee		
G. Value Added Tax 12% of F)		
H. Total billing per Month ( F + G)		
I. No. of Employees needed per position	2	2
J. Total ( H x 11 mos. x no. of position )		

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date

## F-Form 6

### FINANCIAL OFFER

#### PDO MANILA/NL PROPER - CONTRACTUAL SERVICES

DESCRIPTION	SG-15 Sr. Corp. Accts. Analyst (22 days)	SG-12 Sr. Acctg. Processor (22 days)	SG-12 Admin. Svcs. Assistant A (22 days)	SG-9 Computer Operator (22 days)	SG-8 Accounting Processor (22 days)	SG-11 Accounts Examiner II (22 days)	SG-11 Fiscal Examiner B (22 days)	SG-8 Payroll Clerk (22 days)	SG-8 Clerk Processor A (22 days)	SG-7 Driver Mechanic B (22 days)	SG-7 Rcv'g/Releasing Clerk (22 days)	SG-8 Mechanic C (22 days)	TOTAL
A. Employee's Rate Per Day	931.36	760.27	760.27	621.05	578.86	711.32	711.32	578.86	578.86	539.50	539.50	578.86	
B. Amount Payable to the Employee													
1. Basic Pay (5 days/week or 22 days/12mos.)	20,490.00	16,726.00	16,726.00	13,663.00	12,735.00	15,649.00	15,649.00	12,735.00	12,735.00	11,869.00	11,869.00	12,735.00	
2. Service Incentive Leave (per day x 5 / 12)	388.07	316.78	316.78	258.77	241.19	296.38	296.38	241.19	241.19	224.79	224.79	241.19	
3. 13th Month Pay ( monthly basic / 12 mos. )	1,707.50	1,393.83	1,393.83	1,138.58	1,061.25	1,304.08	1,304.08	1,061.25	1,061.25	989.08	989.08	1,061.25	
4. ECOLA													
Sub-Total	22,585.57	18,436.61	18,436.61	15,060.35	14,037.44	17,249.46	17,249.47	14,037.44	14,037.44	13,082.87	13,082.87	14,037.44	
C. Amount Payable to the Government													
1. HDMF	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	
2. SSS	1,060.00	1,060.00	1,060.00	954.00	883.30	1,060.00	1,060.00	883.30	883.30	848.00	848.00	883.30	
3. PHIC	250.00	200.00	200.00	162.50	150.00	187.50	187.50	150.00	150.00	137.50	137.50	150.00	
4. ECC	30.00	30.00	30.00	10.00	10.00	30.00	30.00	10.00	10.00	10.00	10.00	10.00	
Sub-Total	1,440.00	1,390.00	1,390.00	1,226.50	1,143.30	1,377.50	1,377.50	1,143.30	1,143.30	1,095.50	1,095.50	1,143.30	
D. Total Amount to be Paid to Contractual & to Government	24,025.57	19,826.61	19,826.61	16,286.85	15,180.74	18,626.95	18,626.96	15,180.74	15,180.74	14,178.37	14,178.37	15,180.74	

*Philippine Ports Authority  
PDO Manila/Northern Luzon*

*Procurement of Manpower  
Services for PDO Manila/N. Luzon  
and PMOs Under its Jurisdiction*

E. Add: Administrative Overhead (15% of D)													
F. Billing per Month per employee ( D + E )													
G. Value Added Tax ( 12% of F )													
H. Total billing per Month per employee ( F + G )													
I. Number of Positions	1	1	1	1	1	1	1	1	8	2	1	1	20
J. Total ( H x 11 mos. x no. of position )													

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date



F. Billing per Month per employee ( D + E )								
G. Value Added Tax ( 12% of F )								
H. Total billing per Month per employee ( F + G )								
I. Number of Positions	1	1	1	2	2	3	2	12
J. Total ( H x 11 mos. x no. of position )								

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name of Authorized Representative

\_\_\_\_\_  
 Date

## F-FORM 8

### FINANCIAL OFFER

#### PMO-SOUTH HARBOR ENGINEERING PROJECTS

<u>DESCRIPTION</u>	SG-16 SENIOR ENGINEER A (22 days)	SG-6 MARINE MECHANIC (22 days)	SG 4 UTILITY WORKER A (22 days)	TOTAL
A. Employee's Rate Per Day	998.59	502.82	433.45	
B. Amount Payable to the Employee				
1. Basic Pay (5 days/week or 22 days/12mos.)	21,969.00	11,062.00	9,536.00	
2. Service Incentive Leave (per day x 5 / 12 )	416.08	209.51	180.61	
3. 13th Month Pay ( monthly basic / 12 mos. )	1,830.75	921.83	794.67	
4. ECOLA				
Sub-Total	24,215.83	12,193.34	10,511.27	
C. Amount Payable to the Government				
1. HDMF	100.00	100.00	100.00	
2. SSS	1,060.00	777.30	671.30	
3. PHIC	262.50	137.50	112.50	
4. ECC	30.00	10.00	10.00	
Sub-Total	1,452.50	1,024.80	893.80	
D. Total Amount to be Paid to Contractual & to Government	25,668.33	13,218.14	11,405.07	
E. Add: Administrative Overhead (15% of D )				
F. Billing per Month per employee ( D + E )				
G. Value Added Tax ( 12% of F )				
H. Total billing per Month per employee ( F + G )				
I. Number of Positions	1	1	8	10
J. Total ( H x 11 mos. x no. of position )				

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Signature

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Name of Authorized Representative

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Date

## F-Form 9

### FINANCIAL OFFER

#### PMO-North Harbor Engineering Projects

<u>DESCRIPTION</u>	SG-9 Engineering Foreman ( 22 days )	SG-7 Engineering Assistant C ( 22 days )	SG - 7 Electrical Assistant ( 22 days )	SG-7 Welder ( 22 days )	SG-5 Carpenter A ( 22 days )	SG-4 Utility Worker A ( 22 days )	TOTAL
A. Employee's Rate Per Day	621.05	539.50	539.50	539.50	466.86	433.45	
B 1. Monthly Basic Pay (5 days/week or 22 days/mo)	13,663.00	11,869.00	11,869.00	11,869.00	10,271.00	9,536.00	
2. Service Incentive Leave (Daily Rate x 5 days/12 mos.)	258.77	224.79	224.79	224.79	194.53	180.61	
3. 13th Month Pay (monthly basic / 12 mos.)	1,138.58	989.08	989.08	989.08	855.92	794.67	
4. ECOLA							
Sub-Total	15,060.35	13,082.87	13,082.87	13,082.87	11,321.45	10,511.27	
C. Amount Payable to the Government							
1. Pag-IBIG Contribution	100.00	100.00	100.00	100.00	100.00	100.00	
2. SSS Contribution	954.00	848.00	848.00	848.00	742.00	671.30	
3. Philhealth Contribution	162.50	137.50	137.50	137.50	162.50	112.50	
4. ECC	10.00	10.00	10.00	10.00	10.00	10.00	
Sub-Total	1,226.50	1,095.50	1,095.50	1,095.50	1,014.50	893.80	

D. Total Amount to be Paid to Contractual & to Government	16,286.85	14,178.37	14,178.37	14,178.37	12,335.95	11,405.07	
E. Add: Administrative Overhead (15%)							
F. Billing per Month (D + E) employee							
G. Value Added Tax 12% of F)							
H. Total billing per Month (F&G)/employee							
I. No. of Employees needed per position	2	2	2	1	1	3	11
<b>J. Total ( H x 11 mos. x no. of position )</b>							

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 Signature

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 Name of Authorized Representative

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 Date

**F-Form 10**  
**FINANCIAL OFFER**  
**PMO-North Harbor MIS Computerization**

<u>DESCRIPTION</u>	SG-8 DATA ENCODER II (22 days)	TOTAL
A. Employee's Rate Per Day	578.86	
B. Amount Payable to the Employee		
1. Basic Pay (5 days/week or 22 days/12mos.)	12,735.00	
2. Service Incentive Leave (per day x 5 / 12 )	241.19	
3. 13th Month Pay ( monthly basic / 12 mos. )	1,061.25	
4. ECOLA		
Sub-Total	14,037.44	
C. Amount Payable to the Government		
1. HDMF	100.00	
2. SSS	883.30	
3. PHIC	150.00	
4. ECC	10.00	
Sub-Total	1,143.30	
D. Total Amount to be Paid to Contractual & to Government	15,180.74	
E. Add: Administrative Overhead (15% of D)		
F. Billing per Month per employee ( D + E )		
G. Value Added Tax ( 12% of F )		
H. Total billing per Month per employee ( F + G )		
I. Number of Positions	22	22
J. Total ( H x 11 mos. x no. of position )		

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Signature

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Name of Authorized Representative

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Date

## F-Form 11

### FINANCIAL OFFER PMO North Harbor Contractual Services

DESCRIPTION	SG-9	SG-9	SG-7	SG-7	SG-7	SG-7	SG-7	SG-7	SG-7	SG-4	TOTAL
	Procurement Assistant A (22 days)	Building Electrician (22 days)	Accounting Processor B (22 days)	Receiving/ Releasing Clerk (22 days)	Statistical Clerk (22 days)	Clerk Processor (22 days)	Billing Clerk (22 days)	Payroll Clerk (22 days)	Driver Mechanic (22 days)	Liaison Aide (22 days)	
A. Employee's Rate Per Day	621.05	621.05	539.50	539.50	539.50	539.50	539.50	539.50	539.50	433.45	
B. Amount Payable to the Employee											
1. Basic Pay (5 days/week or 22 days/12months)	13,663.00	13,663.00	11,869.00	11,869.00	11,869.00	11,869.00	11,869.00	11,869.00	11,869.00	9,536.00	
2. Service Incentive Leave (per day x 5 / 12 )	258.77	258.77	224.79	224.79	224.79	224.79	224.79	224.79	224.79	180.60	
3. 13th Month Pay ( monthly basic / 12 mos. )	1,138.58	1,138.58	989.08	989.08	989.08	989.08	989.08	989.08	989.08	794.67	
4. ECOLA											
Sub-Total	15,060.35	15,060.35	13,082.87	13,082.87	13,082.87	13,082.87	13,082.87	13,082.87	13,082.87	10,511.26	
C. Amount Payable to the Government											
1. HDMF	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	
2. SSS	954.00	954.00	848.00	848.00	848.00	848.00	848.00	848.00	848.00	671.30	
3. PHIC	162.50	162.50	137.50	137.50	137.50	137.50	137.50	137.50	137.50	112.50	
4. ECC	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	
Sub-Total	1,226.50	1,226.50	1,095.50	1,095.50	1,095.50	1,095.50	1,095.50	1,095.50	1,095.50	893.80	

D. Total Amount to be Paid to Contractual & to Government	16,286.85	16,286.85	14,178.37	14,178.37	14,178.37	14,178.37	14,178.37	14,178.37	14,178.37	14,178.37	11,405.06	
E. Add: Administrative Overhead (15%)												
F. Billing per Month (D + E) employee												
G. Value Added Tax 12% of F)												
H. Total billing per Month (F&G)/employee												
I. No. of Employees needed per position	1	1	3	2	1	2	3	1	2	1	17	
<b>J. Total ( H x 11 mos. x no. of position )</b>												

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**Signature**

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**Name of Authorized Representative**

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**Date**



& to Government	22,494.14	15,180.74	15,180.74	15,180.74	15,180.74	14,178.37	10,570.23	
E. Add: Administrative Overhead (15% of D.)								
F. Billing per Month per employee ( D + E )								
G. Value Added Tax ( 12% of F )								
H. Total billing per Month per employee ( F + G )								
I. Number of Positions	1	1	2	1	1	1	1	8
J. Total ( H x 11 mos. x no. of position )								

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 Signature

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 Name of Authorized Representative

\_\_\_\_\_  
 Date



& to Government	19,826.61	17,448.07	16,286.85	15,180.74	13,218.14	12,335.95	10,570.23	10,570.23	10,570.23	
E. Add: Administrative Overhead (15% of D.)										
F. Billing per Month per employee ( D + E )										
G. Value Added Tax ( 12% of F )										
H. Total billing per Month per employee ( F + G )										
I. Number of Positions	1	1	1	1	1	1	1	1	2	10
J. Total ( H x 11 mos. x no. of position )										

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 Signature

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 Name of Authorized Representative

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 Date

## F-Form 14

### FINANCIAL OFFER

#### PMO-LIMAY MIS COMPUTERIZATION

<u>DESCRIPTION</u>	SG-7 Data Encoder (22 days)	TOTAL
A. Employee's Rate Per Day	539.50	
B. Amount Payable to the Employee		
1. Basic Pay (5 days/week or 22 days/12months)	11,869.00	
2. Service Incentive Leave (per day x 5 / 12 )	224.79	
3. 13th Month Pay ( monthly basic / 12 mos. )	989.08	
4. ECOLA		
Sub-Total	13,082.87	
C. Amount Payable to the Government		
1. HDMF	100.00	
2. SSS	848.00	
3. PHIC	137.50	
4. ECC	10.00	
Sub-Total	1,095.50	
D. Total Amount to be Paid to Contractual & to Government	14,178.37	
E. Add: Administrative Overhead (15% of D.)		
F. Billing per Month per employee ( D + E )		
G. Value Added Tax ( 12% of F )		
H. Total billing per Month per employee ( F + G )		
I. Number of Positions	2	2
J. Total ( H x 11 mos. x no. of position )		

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Signature

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Name of Authorized Representative

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Date



E. Add: Administrative Overhead (15% of E.)								
F. Billing per Month per employee ( D + E )								
G. Value Added Tax ( 12% of F )								
H. Total billing per Month per employee ( F + G )								
I. Number of Positions	1	1	2	1	1	1	1	8
J. Total ( H x 11 mos. x no. of position )								

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 Signature

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 Name of Authorized Representative

\_\_\_\_\_  
 Date



E. Add: Administrative Overhead (15% of D.)							
F. Billing per Month per employee ( D + E )							
G. Value Added Tax ( 12% of F )							
H. Total billing per Month per employee ( F + G )							
I. Number of Positions	1	1	1	1	1	4	9
J. Total ( H x 11 mos. x no. of position )							

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Signature

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Name of Authorized Representative

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Date