

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
 - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
 - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
 - (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
 - (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Philippine Ports Authority.
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through the Corporate Budget of the Philippine Ports Authority for CY 2019 in the amount of <i>TWO HUNDRED FOUR MILLION TWO HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED FIVE PESOS AND EIGHTY-SEVEN CENTAVOS. (Php204,232,205.87).</i></p>
1.1(k)	<p>The Project Sites are:</p> <ol style="list-style-type: none"> 1. Office of the General Manager (OGM) 2. Office of the Corporate Board Secretary (OCBS) 3. Corporate Communications Staff (CCS) 4. Internal Security Affairs Services (ISAS) 5. Internal Audit Department (IAD) 6. Corporate Planning Department (CPD) 7. Port Management Systems and Organization Development Department (PMSODD) 8. Information and Communication Technology Department (ICTD) 9. Legal Services Department (LSD) 10. Bids and Awards Committee (BAC) 11. Office of the Assistant General Manager for Operations (OAGM-Oprms.) 12. Port Operations Services Department (POSD) 13. Commercial Services Department (CSD) 14. Port Police Department (PPD) 15. PPA Training Institute (PPATI) 16. Office of the Assistant General Manager for Engineering (OAGM-Eng'g) 17. Port Planning Development Department (PPDD) 18. Project Construction and Maintenance Department (PCMD) 19. Dredging and Survey Department (DSD) 20. Office of the Assistant General Manager for Finance and Administration (OAGM-FA) 21. HRMD Special Project (HRIS) 22. Human Resource Management Department (HRMD) 23. Administrative Services Department (ASD) 24. Controllership Department (CD) 25. Treasury Department (TD) 26. Commission on Audit (COA)

	As per Annex A of the Terms of Reference.
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>Atty. MARK JON S. PALOMAR Chairperson Bids and Awards Committee for the Procurement of Goods And Consultancy Services (BAC-PGCS) Philippine Ports Authority PPA Building, Bonifacio Drive South Harbor, Port Area, Manila Telephone No. 5278356 local 539</p>
6.2	<p>Delivery and Documents --</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad:</i></p> <p>The delivery terms applicable to the Contract are DDP delivered to Philippine Ports Authority Head Office, Manila. In accordance with INCOTERMS.</p> <p><i>For Goods Supplied from Within the Philippines:</i></p> <p>The delivery terms applicable to this Contract are delivered Philippine Ports Authority Head Office, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods Supplied from Abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as</p>

applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is Manila.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

Delivery and Documents –

For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

For Goods Supplied from Abroad:

The delivery terms applicable to the Contract are DDP delivered to Philippine Ports Authority Head Office, Manila. In accordance with INCOTERMS.

For Goods Supplied from Within the Philippines:

The delivery terms applicable to this Contract are delivered Philippine Ports Authority Head Office, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The

details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods Supplied from Abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine

	<p>registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	Payment shall be made in Philippine currency.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	No further instructions.
17.3	One (1) year from the date of acceptance by the PPA, wherein all deployment and replacement of administrative support personnel required shall be for the account of the supplier.
17.4	Not Applicable.
21.1	If the supplier is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Deployment of Administrative Support Manpower Services for PPA Head Office Responsibility Centers and Projects			ONE YEAR

Section VII. Technical Specifications

TERMS OF REFERENCE (TOR)

CONTRACT FOR THE PROCUREMENT OF ADMINISTRATIVE SUPPORT MANPOWER SERVICES FOR PPA HEAD OFFICE RESPONSIBILITY CENTERS AND PROJECTS

INTRODUCTION

In compliance with the CSC, DBM and COA Joint Circular No. 1, s. 2017, dated June 1, 2017, otherwise known as the Rules and Regulations Governing Contract of Service and Job Order Workers in the Government, thereby authorizing Government agencies to enter into service contracts with other government entities, private firms or individuals, non-government organizations for services related or incidental to their respective functions and operations, whether on part-time or full-time, and in order to augment the manpower complement for priority programs activities and projects, PPA will enter into an Institutional Contract of Service for the allowable administrative support manpower services positions.

The development, design, and implementation of PPA port projects, continuity of activities, maintenance of safety and security and the general administrative office requirements require substantial manpower augmentation which cannot be provided by existing regular PPA personnel. It is in this light that PPA seeks to enter into an outsourcing agreement with a private entity for the supply and provision of competent administrative support manpower services required by the PPA Head Office Responsibility Centers and projects, through competitive bidding in accordance with provisions of R.A. No. 9184 and its Implementing Rules and Regulations (IRR).

OBJECTIVES

1. To ensure continuous rendering of frontline services in PPA Responsibility Centers;
2. To fill up the vacuum created by the issuance of CSC guidelines and policies prohibiting the filling up of positions vacated thru promotion; and
3. To help the country in the generation of employment opportunities.

OBLIGATIONS AND RESPONSIBILITIES

1. Pursuant to the terms and conditions of the Contract granted by the PPA, the winning manpower service contractor shall provide all administrative support personnel required, as listed in ANNEX "A". It is emphasized that the list contains some vacant positions. Further, it does not mean that they all have to be filled up. Hiring and deployment of personnel to specific sites/workstation shall be based on the actual need of RC Head concerned as required in the actual implementation of the projects or commitments to be undertaken.

2. After determining the lowest and responsive bidder in the competitive bidding to be conducted for this purpose, PPA shall award to the winning manpower service contractor, the Contract for the Procurement of the Administrative Support Manpower Services effective for a period of one (1) year.
3. PPA shall allocate the total amount of **TWO HUNDRED FOUR MILLION TWO HUNDRED THIRTY TWO THOUSAND TWO HUNDRED FIVE and 87 /100 (Php. 204,232,205.87)** as the Approved Budget for the Contract (ABC).
4. Contractor shall comply with all labor laws, standards, social legislations in favor of its operators and DOLE DO No. 18-A in the implementation of the contract and hold PPA free and harmless from any liability arising from the claims by the outsourced personnel against the Contractor.
5. PPA shall pay the Contractor the Monthly Billing Rates stipulated in the 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 Contractor, payment shall be made upon presentation of its semi-monthly personnel payment and affidavit or sworn certification that it has paid the salaries, benefits and premium 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 of taxes to BIR. The Contractor shall then provide and issue Official Receipt once payment is made by PPA.
6. The Contractor shall agree to provide four (4) sets of office uniform to administrative support personnel to be deployed under the Contract for a period of one (1) year.
7. The Contractor shall agree to increase or decrease the number of administrative support personnel to be deployed under the Contract, subject to actual manpower support requirements of PPA during the effectivity of the Contract, provided that increase shall not exceed ten percent (10%) of the original contract price.
8. The Contractor shall assume all accountabilities over all support personnel that shall be provided and deployed in the PPA Head Office Responsibility Centers and Projects under Contract. They shall require all support personnel assigned to PPA to observe and adhere to all the rules and regulations of the institution.
9. The Contractor shall ensure that all administrative support personnel provided to the PPA Head Office Responsibility Centers are physically fit, possessing agility and alertness, to deliver the duties and responsibilities of assigned position.
10. The Contractor shall ensure the physical and psychological fitness of administrative support personnel to be assigned in various PPA Head Office Responsibility Center by subjecting said personnel to medical examination, psychological evaluation and drug testing, and providing PPA with corresponding examination and evaluation results.
11. PPA reserves the right to reject any 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 Contractor and the initial screening to be conducted by PPA.

12. The Contractor shall exercise administrative supervision over said support personnel provided, including the imposing of the wearing of ID, proper office uniform or proper attire during office hours, and the observance of proper office decorum. PPA may oversee the functions and activities of support personnel on the matters regarding their assignments.
13. The Contractor fully guarantees the capabilities and competence of administrative support personnel to be assigned in PPA Head Office Responsibility Centers and agrees to any personnel changes that the Authority shall require in case the individual work performance of respective support personnel concerned fail below project/work activity expectations.
14. All Personnel assigned to PPA Head Office Responsibility Centers by the Contractor, shall undergo Performance Evaluation on a semi- annual basis as determined by his / her immediate supervisor:
 - Within the FIRST (1st) half of the contract (1st month to 6th month)
 - Within the SECOND (2nd) half of the contract (7th month to 12th month)
15. Based on the result of the Performance Evaluation, PPA may opt to recommend pre-termination or non-renewal of contract of the personnel assigned to PPA Head Office RCs.
16. The personnel to be assigned to the PPA Head Office RCs shall render work for eight (8) hours a day from Monday to Friday, unless stipulated otherwise, based on the nature and specific requirement of the position. In case the need arises, said personnel may be required to render service beyond the eight (8) hour period for a minimum of two (2) hours and maximum of four (4) hours on Weekdays and a maximum of eight (8) hours during holidays or rest days. The payment of such overtime work shall be paid in accordance with the applicable government rules and regulations.
17. The Contractor shall advance traveling and overtime expenses incurred by support personnel needed in the performance of their duties. Reimbursement of travel and overtime expenses, shall be subject to submission of complete documents pursuant to existing PPA policies.
18. The Contractor shall provide at least one (1) Seminar / Training interventions focusing on the learning and development of the personnel at no cost to PPA.
19. Contractor shall provide Health and Medical coverage for its support personnel.
20. Manpower support personnel deployed in the PPA Head Office RCs and projects shall not be considered organic PPA personnel, neither will their assignment in the PPA Head Office, establish an employee-employer relationship with PPA, nor be considered as valid service in the government.
21. The Contractor shall assign a Supervisor/Coordinator not part of the deployment to ensure that the services required are implemented, in coordination with the PPA Department Managers and Supervisors.

22. The Contractor shall agree that their performance will be evaluated semi-annually, if the provision on their Terms of Reference (TOR) are fully complied.

- On the THIRD (3rd) month of the contract
- On the NINTH (9th) month of the contract

23. The Contractor shall comply with all the provisions of the contract and contract documents. Non-compliance with or violations of any of its obligations and responsibilities shall be a ground for rescission, cancellation and/or termination of the Contract after due notice.

ANNEX

Annex A - Authority to Outsource Administrative Support Personnel thru Manpower Service Provider for PPA Head Office Responsibility Center for CY 2019



MARK JON S. PALOMAR

Chairperson

PPA Head Office Bids and Award Committee

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 OFFICE OF THE GENERAL MANAGER							ANNEX A	
RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM-APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
OGM	1	Sr. Management Information Analyst	16	28,417.00	44,905.95	44,905.95	538,871.40	
	2	Management Information Analyst	14	24,141.00	38,484.09	76,968.19	923,618.25	
	2	Data Encoder IV	13	22,328.00	35,761.26	71,522.53	858,270.30	
	2	Administration Service Assistant A	12	20,651.00	33,242.68	66,485.36	797,824.36	
	1	Administrative Officer	11	19,077.00	30,775.75	30,775.75	369,309.00	
	2	Computer Operator III	12	20,651.00	33,242.68	66,485.36	797,824.36	
sub-total	10	OGM						1,985,717.68
OCBS	3	Administrative Services Assistant A	12	20,651.00	33,242.68	99,728.04	1,196,736.53	
sub-total	3	OCBS						1,196,736.53
CCS	1	Information Officer A	15	26,192.00	41,564.36	41,564.36	498,772.34	
	1	Multimedia Officer A	15	26,192.00	41,564.36	41,564.36	498,772.34	
	1	Senior Researcher Analyst	15	26,192.00	41,564.36	41,564.36	498,772.34	
	1	Computer Operator III	12	20,651.00	33,242.68	33,242.68	398,912.18	
sub-total	4	CCS						1,895,229.20

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 OFFICE OF THE GENERAL MANAGER							ANNEX A	
RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM-APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
ISAS	1	Intelligence Officer III	18	33,452.00	52,467.70	52,467.70	629,612.41	
	3	Intelligence Officer II	15	26,192.00	41,564.36	124,693.09	1,496,317.03	
	1	Attorney IV	22	47,448.00	73,487.41	73,487.41	881,848.98	
	3	Instrument Technician B (CCTV Operator)	6	13,378.00	21,624.30	64,872.90	778,474.77	
sub-total		ISAS						3,786,263.19
IAD	1	Sr. Internal Control Officer	15	26,192.00	41,564.36	41,564.36	498,772.34	
	1	Internal Control Officer A	13	22,328.00	35,761.26	35,761.26	429,135.15	
	1	Internal Control Officer B	12	20,651.00	33,242.68	33,242.68	398,912.18	
	1	Internal Control Assistant (CPES)	10	17,730.00	28,598.21	28,598.21	343,178.58	
sub-total		IAD						1,669,998.25
CPD	4	Data Encoder IV	13	22,328.00	35,761.26	143,045.05	1,716,540.61	
	1	Executive Secretary C	11	19,077.00	30,775.75	30,775.75	369,309.00	
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54	
sub-total		CPD						2,383,987.14
PMSODD	1	Sr. Mgt Information Analyst	16	28,417.00	44,905.95	44,905.95	538,871.40	
	2	Administrative Services Assistant A	12	20,651.00	33,242.68	66,485.36	797,824.36	
sub-total		PMSODD						1,336,695.76

**PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES
THRU MANPOWER SERVICE PROVIDER FOR CY 2019
OFFICE OF THE GENERAL MANAGER**

ANNEX A

RC	NO. OF POSITION \$ PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM-APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
ICTD	1	Mgmt. Info Sys. Design Specialist A	19	36,409.00	56,908.63	56,908.63	682,903.60	
	1	Supvg. Data Analyst (Controller)	17	30,831.00	48,531.38	48,531.38	582,376.62	
	9	Sr. Mgmt. Info/Sys. Analyst	16	28,417.00	44,905.95	404,153.55	4,849,842.58	
	5	Sr. Mgmt. Info/Sys. Researcher	14	24,141.00	38,484.09	192,420.47	2,309,045.62	
	11	Mgmt. Info/Sys. Researcher	12	20,651.00	33,242.68	365,669.50	4,388,033.96	
	1	Sr. Elec. Comm. Sys. Technician	11	19,077.00	30,775.75	30,775.75	369,309.00	
	5	Senior Data Encoder (Controller)	10	17,730.00	28,598.21	142,991.07	1,715,892.89	
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54	
sub-total		ICTD	33					15,958,180
LSD	3	Senior Researcher Analyst A	16	28,417.00	44,905.95	134,717.85	1,616,614.19	
	2	Attorney III	21	43,439.00	67,466.55	134,933.10	1,619,197.18	
	3	Attorney IV	23	51,826.00	80,062.46	240,187.38	2,882,248.51	
	2	Researcher Analyst	13	22,328.00	35,761.26	71,522.53	858,270.30	
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54	
sub-total		LSD	11					7,274,461.73
BAC	1	Researcher- Analyst A	13	22,328.00	35,761.26	35,761.26	429,135.15	
	1	Project Assistant III	12	20,651.00	33,242.68	33,242.68	398,912.18	
	3	Data Encoder III	11	19,077.00	30,775.75	92,327.25	1,107,926.99	
sub-total		BAC-EP	5					1,935,974.32

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES
THRU MANPOWER SERVICE PROVIDER FOR CY 2019
OFFICE OF THE GENERAL MANAGER

ANNEX A

RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM-APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
OFFICE OF THE GENERAL MANAGER								
Total								20,980,601.56

APPROVED/DISAPPROVED.

JAY DANIEL R. SANTIAGO
General Manager

HRMD: MJ6P/MIG/PG/aid_05142019

ANNEX A

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 OFFICE OF THE ASSISTANT GENERAL MANAGER FOR OPERATIONS

RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DEM-APPROVED SALARY SCHEDULE EFF. JAN. 1, 2018	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
OAGMO	1	Clerk IV	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Technical Assistant A	22	47,448.00	73,487.41	73,487.41	881,848.98	
	1	Technical Assistant B	20	39,768.00	61,953.30	61,953.30	743,439.66	
	1	Computer Operator II	9	16,512.00	26,665.94	26,665.94	319,991.24	
sub-total OAGMO								
POSD	1	Admin. Services Assistant A	12	20,651.00	33,242.68	33,242.68	398,912.18	
	9	Data Encoder IV	13	22,328.00	35,761.26	321,851.36	3,862,216.36	
sub-total POSD								
CSD	2	Research Analyst I	11	19,077.00	30,775.75	61,551.50	738,617.99	
	3	Research Analyst II	13	22,328.00	35,761.26	107,283.79	1,287,405.45	
	3	Research Analyst A	13	22,328.00	35,761.26	107,283.79	1,287,405.45	
	3	Research Analyst B	11	19,077.00	30,775.75	92,327.25	1,107,926.99	
	2	Business Development Marketing Assistant A	10	17,730.00	28,598.21	57,196.43	686,357.16	
	2	Business Development Marketing Assistant B	8	15,368.00	24,844.80	49,689.59	596,275.08	
	1	Communications Equipment Operator III	9	16,512.00	26,665.94	26,665.94	319,991.24	
	1	Data Encoder III	11	19,077.00	30,775.75	30,775.75	369,309.00	
	1	Data Encoder IV	13	22,328.00	35,761.26	35,761.26	429,135.15	
	sub-total CSD							
							2,345,417.13	
							2,345,417.13	
							6,322,423.62	

ANNEX A

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 OFFICE OF THE ASSISTANT GENERAL MANAGER FOR OPERATIONS

RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM-APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
PPD	2	Administration Service Assistant A	12	20,651.00	33,242.68	66,485.36	797,824.36	
	2	Administrative Services Assistant B	10	17,730.00	28,598.21	57,196.43	686,357.16	
	3	Data Encoder III	11	19,077.00	30,775.75	92,327.25	1,107,926.99	
	1	Property Assistant II	10	17,730.00	28,598.21	28,598.21	343,178.58	
PPD	1	Research Analyst I	11	19,077.00	30,775.75	30,775.75	369,309.00	
	1	Electronic and Communication Equipment	11	19,077.00	30,775.75	30,775.75	369,309.00	
sub-total PPD								
PPATI	1	Data Encoder IV	13	22,328.00	35,761.26	35,761.26	429,135.15	
	4	Sr. Administrative Assistant I	13	22,328.00	35,761.26	143,045.05	1,716,540.61	
	4	Senior Administrative Assistant III	15	26,192.00	41,564.36	166,257.45	1,995,089.37	
	1	Audio-Visual Equipment Operator	3	10,883.00	17,619.62	17,619.62	211,435.38	
	3	Dormitory Attendant 1	3	10,883.00	17,619.62	52,858.85	634,306.14	
	3	Clerk I	3	10,883.00	17,619.62	52,858.85	634,306.14	
	2	Admin. Services Asst. B	10	17,730.00	28,598.21	57,196.43	686,357.16	
	1	Admin. Support Personnel	10	17,730.00	28,599.50	28,599.50	343,194.03	
	1	Training Assistant	10	17,730.00	28,598.21	28,598.21	343,178.58	
	1	Computer Operator	9	16,512.00	26,665.94	26,665.94	319,991.24	
	1	Clerk III	6	13,378.00	21,624.30	21,624.30	259,491.59	
sub-total PPATI								
							7,673,026.39	

ANNEX A

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 OFFICE OF THE ASSISTANT GENERAL MANAGER FOR OPERATIONS								
RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM-APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
OFFICE OF THE ASSISTANT GENERAL MANAGER FOR OPERATIONS								

APPROVED/DISAPPROVED:

JAY DANIEL R. SANTIAGO
 General Manager

 HRMD:MJSF:MIG/VP/G/aid

ANNEX A

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 OFFICE OF THE ASSISTANT GENERAL MANAGER FOR ENGINEERING

RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
OAGME	1	Technical Assistant A	22	47,448.00	73,487.41	73,487.41	881,848.98	
	1	Records Officer C	12	20,651.00	33,242.68	33,242.68	398,912.18	
	1	Sr. Management Information Analyst	16	28,417.00	44,905.95	44,905.95	538,871.40	
	1	Data Encoder IV	13	22,328.00	35,761.26	35,761.26	429,135.15	
	1	Computer Operator	9	16,512.00	26,665.94	26,665.94	319,991.24	
	2	Engineering Assistant A	10	17,730.00	28,598.21	57,196.43	686,357.16	
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54	
sub total OAGME 3,653,253.65								
PPDD	1	Electrical Engineer	19	36,409.00	56,908.63	56,908.63	682,903.60	
	1	Sanitary Engineer	19	36,409.00	56,908.63	56,908.63	682,903.60	
	15	Port Engineer	19	36,409.00	56,908.63	853,629.50	10,243,553.99	
	4	Assistant Port Engineer	14	24,141.00	38,484.09	153,936.37	1,847,236.49	
	1	Architect III	19	36,409.00	56,908.63	56,908.63	682,903.60	
	1	Architect II	16	28,417.00	44,905.95	44,905.95	538,871.40	
	2	Assistant Port Architect	14	24,141.00	38,484.09	76,968.19	923,618.25	
	2	Engineering Assistant A	10	17,730.00	28,598.21	57,196.43	686,357.16	
	1	CAD Operator	10	17,730.00	28,598.21	28,598.21	343,178.58	
	1	Principal Port Draftsman	17	30,831.00	48,531.38	48,531.38	582,376.62	
	1	Port Management Specialist	18	33,452.00	52,467.70	52,467.70	629,612.41	
	1	Senior Economist B	15	26,192.00	41,564.36	41,564.36	498,772.34	
	1	Financial Planning Analyst	13	22,328.00	35,761.26	35,761.26	429,135.15	

ANNEX A

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019

OFFICE OF THE ASSISTANT GENERAL MANAGER FOR ENGINEERING

RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
PPDD	2	Research Analyst A	13	22,328.00	35,761.26	71,522.53	858,270.30	
	2	Port Research Assistant	10	17,730.00	28,598.21	57,196.43	686,357.16	
	1	Admin Services Assistant A	12	20,651.00	33,242.68	33,242.68	398,912.18	
	2	Port Statistician	11	19,077.00	30,775.75	61,551.50	738,617.99	
	1	Records Assistant	8	15,368.00	24,844.80	24,844.80	298,137.54	
	2	Engineering Aide A	6	13,378.00	21,624.30	43,248.60	518,983.18	
	3	Engineering Aide B	4	11,658.00	18,835.06	56,505.18	678,062.12	
PPDD Sub-Total								
PCMD	49	Port Engineer	19	36,409.00	56,908.63	2,788,523.03	33,462,276.36	
	30	Assistant Port Engineer	14	24,141.00	38,484.09	1,154,522.81	13,854,273.70	
	29	Engineering Assistant	10	17,730.00	28,598.21	829,348.23	9,952,178.77	
	1	Sr. Corporate Accounts Analyst	15	26,192.00	41,564.36	41,564.36	498,772.34	
	1	Admin Officer II	15	26,192.00	41,564.36	41,564.36	498,772.34	
	1	Admin Services Officer III	15	26,192.00	41,564.36	41,564.36	498,772.34	
	1	Records Officer B	14	24,141.00	38,484.09	38,484.09	461,809.12	
	3	Technical Researcher	13	22,328.00	35,761.26	107,283.79	1,287,405.45	
	1	Senior Data Encoder	11	19,077.00	30,775.75	30,775.75	369,309.00	
	5	Computer Operator	9	16,512.00	26,665.94	133,329.69	1,599,956.22	
	3	Clerk Processor A	8	15,368.00	24,844.80	74,534.39	894,412.63	
	PCMD Sub-Total							
sub-total								63,377,988.27

ANNEX A

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 OFFICE OF THE ASSISTANT GENERAL MANAGER FOR ENGINEERING

RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM APPROVED SALARY SCHEDULE EFF. JAN. 1, 2018	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC	
DSD	2	Port Engineer	19	36,409.00	56,908.63	113,817.27	1,365,807.20		
	1	Assistant Port Engineer	14	24,141.00	38,484.09	38,484.09	461,809.12		
	5	Researcher Analyst A	13	22,328.00	35,761.26	178,806.31	2,145,675.76		
	12	Project Assistant II	10	17,730.00	28,598.21	343,178.58	4,118,142.94		
	1	Engineering Assistant A (AutoCAD operator)	10	17,730.00	28,598.21	28,598.21	343,178.58		
	4	Computer Operator II	9	16,512.00	26,665.94	106,663.75	1,279,964.98		
	7	Engineering Assistant B	8	15,368.00	24,844.80	173,913.57	2,086,962.80		
	6	Engineman	6	13,378.00	21,624.30	129,745.79	1,556,949.53		
	Subtotal								13,358,490.80

Subtotal								13,358,490.80
TOTAL								13,358,490.80

APPROVED/DISAPPROVED:


JAY DANIEL R. SANTIAGO
 General Manager
 HRMD:MJSP/GN/PG/ald

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019							ANNEX A	
OFFICE OF THE ASSISTANT GENERAL MANAGER FOR FINANCE AND ADMINISTRATION								
RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM-APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
OAGM FA	1	Admin. Assistant A	12	20,651.00	33,242.68	33,242.68	398,912.18	
	1	Management Information Analyst	14	24,141.00	38,484.09	38,484.09	461,809.12	
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Admin. Assistant C	8	15,368.00	24,844.80	24,844.80	298,137.54	
	sub-total	OAGMFA						1,456,996.39
HRMD SPECIAL PROJECT (HRIS)	5	Sr. Mgmt. Info. Systems/Analyst	16	28,417.00	44,905.95	224,529.75	2,694,356.99	
	5	Sr. Data Encoder-Controller	11	19,077.00	30,775.75	153,878.75	1,846,544.98	
	sub-total	HRMD Special Projects						4,540,901.97
HRMD	1	Medical Officer VI	24	56,610.00	87,247.25	87,247.25	1,046,966.98	
	1	Technical Assistant B	20	39,768.00	61,953.30	61,953.30	743,439.66	
	1	Dentist	19	36,409.00	56,908.63	56,908.63	682,903.60	
	6	Data Encoder IV	13	22,328.00	35,761.26	214,567.58	2,574,810.91	
	5	Research Analyst A	13	22,328.00	35,761.26	178,806.31	2,145,675.76	
	11	Computer Operator III	12	20,651.00	33,242.68	365,669.50	4,388,033.96	
	1	GAD Coordinator	24	56,610.00	87,247.25	87,247.25	1,046,966.98	
	1	Data Encoder III	8	15,368.00	24,844.80	24,844.80	298,137.54	
	2	Admin Services Assitant B	10	17,730.00	28,598.21	28,598.21	686,357.16	
		sub-total	HRMD					
ASD	4	Data Encoder	13	22,328.00	35,761.26	143,045.05	1,716,540.61	
	1	Administrative Services Assistant A	12	20,651.00	33,242.68	33,242.68	398,912.18	
	1	Data Encoder III	11	19,077.00	30,775.75	30,775.75	369,309.00	
	1	Electronics and Communications Equipment Technician III	11	19,077.00	30,775.75	30,775.75	369,309.00	

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019							ANNEX A	
OFFICE OF THE ASSISTANT GENERAL MANAGER FOR FINANCE AND ADMINISTRATION								
RC	NO. OF POSITIONS PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM-APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
ASD	4	Property Assistant II	10	17,730.00	28,598.21	114,392.86	1,372,714.31	
	1	Communications Equipment Operator	9	16,512.00	26,665.94	26,665.94	319,991.24	
	3	Clerk Processor A	8	15,368.00	24,844.80	74,534.39	894,412.63	
	2	Data Encoder	6	13,378.00	21,624.30	43,248.60	518,983.18	
	1	Life Guard	3	10,883.00	17,619.62	17,619.62	211,435.38	
sub-total		ASD	18					6,171,607.52
CD	2	Sr. Mgt Info. System Analyst	16	28,417.00	44,905.95	89,811.90	1,077,742.79	
	2	Researcher Analyst II	13	22,328.00	35,761.26	71,522.53	858,270.30	
	1	Sr. Data Encoder	11	19,077.00	30,775.75	30,775.75	369,309.00	
	5	Sr. Data Processor A	12	20,651.00	33,242.68	166,213.41	1,994,560.89	
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Liaison Aide	4	11,658.00	18,835.06	18,835.06	226,020.71	
	2	Sr. Accounting Processor A	12	20,651.00	33,242.68	66,485.36	797,824.36	
	1	Sr. Corporate Account Analyst	13	22,328.00	35,762.55	35,762.55	429,150.61	
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54	
	sub-total		CD	16				
TD	2	Senior Corporate Accounts Analyst	15	26,192.00	41,564.36	83,128.72	997,544.68	
	1	Cashier B	14	24,141.00	38,484.09	38,484.09	461,809.12	
	1	Senior Credit and Collection Officer	17	30,831.00	48,531.38	48,531.38	582,376.62	
	2	Clerk Processor	8	15,368.00	24,844.80	49,689.59	596,275.08	
	1	Data Encoder	11	19,077.00	30,775.75	30,775.75	369,309.00	
sub-total		TD	7					3,007,314.51

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019							ANNUAL GROSS TOTAL PER RC
OFFICE OF THE ASSISTANT GENERAL MANAGER FOR FINANCE AND ADMINISTRATION							
RC	NO. OF POSITION S PER RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DBM-APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER PERSON	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE
COA	1	Secretary A	9	16,512.00	26,665.94	26,665.94	319,991.24
	1						319,991.24
	sub-total	76					20,918,355.93
	sub-total	10					4,640,907.97
	TOTAL	88				TOTAL	35,459,267.90

APPROVED/DISAPPROVED:

JAY DANIEL R. SANTIAGO
General Manager

HRMD:JMS/PTMIG/PG/AB

Technical Specifications

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
		<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>
	<p>Deployment of administrative support personnel required, as listed in Annex “A”</p>	
	<p>Provision of Identification Cards and four (4) sets of office uniforms.</p>	
	<p>Payment of salaries, benefits and premium of its personnel, and remittance of premiums to Pag-ibig, SSS, Philhealth, ECC, etc as well as the withholding of taxes to BIR.</p>	
	<p>Provision of at least one (1) Seminar/Training intervention.</p>	

	Provision of Health and Medical coverage for all administrative support personnel.	
	Provide a Supervisor/Coordinator not part of the deployment.	
	All other provisions stated in the Terms of Reference not indicated herein.	

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Bid Form

Date: _____
Invitation to Bid¹ N^o: _____

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the *[Name of Project]* in conformity with the said Bidding Documents for the sum of *(total bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods 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 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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 Calculated Bid 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.

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of [Name of Bidder], has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the [Name of Project] of the [Name of Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the [Name of Project] of the [Name of the Procuring Entity].*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____, Invitation to Bid³ Number ____, Page ____ of _____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIF named place (specify border point or place of destination)	Total CIF or CIF price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

³ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid Number __. Page of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PPA Building, Bonifacio Drive, South Harbor,
Port Area, Manila, Philippines

CONTRACT

FOR THE _____

This Contract made and entered into this _____ day of _____ 2019,
in Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY, a government instrumentality
created
under Presidential Decree No. 857, as amended, with principal office at
PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila,
represented herein by its duly authorized General Manager, **JAY
DANIEL R. SANTIAGO**, and hereinafter referred to as "PPA";

- and -

_____, duly organized and existing in
accordance with Philippine laws, with office and business address at
_____, represented in this act by its _____, as
evidenced by _____, a copy of which is hereto attached
and made an integral part hereof as Annex "1", and hereinafter referred
to as "CONTRACTOR."

WITNESSETH:

WHEREAS, in accordance with Republic Act No. 9184 and its 2016
Implementing Rules and Regulations (IRR), PPA advertised and posted on the PPA
website and PhilGEPS, as well as on its bulletin board, an Invitation to Bid for the
_____;

WHEREAS, in response to the said advertisement _____ bidders submitted
their respective bids for the foregoing project;

WHEREAS, after the opening of bids on _____ and the conduct of bid
evaluation and post-qualification, the bid submitted by the CONTRACTOR at its unit
and lump sum prices set forth in its proposal was found to be the
_____ Bid in the amount of _____ PESOS (
) , Philippine Currency;

WHEREAS, pursuant to Head Office BAC Resolution No. _____ Series of
_____, award of contract was made to the CONTRACTOR in a Notice of Award dated
_____, in the amount of _____ PESOS (), after submission
of the required documents within the prescribed period and compliance to the
conditions stipulated in the IRR;

WHEREAS, the CONTRACTOR duly accepted the award by signing its Conforme on the said Notice of Award;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual stipulations herein contained, PPA and the CONTRACTOR have agreed, as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the attached Contract Documents.
2. The following documents shall form part of this Contract:
 - A. Bid Documents consisting of the following:
 - A.1 Invitation to Bid;
 - A.2 Instructions to Bidders;
 - A.3 Bid Data Sheet;
 - A.4 General and Special Conditions of Contract;
 - A.5 Schedule of Requirements;
 - A.6 Terms of Reference;
 - A.7 Technical Specifications; and
 - A.8 Addenda and/or Supplemental/Bid Bulletins, if any;
 - B. Technical and Financial Proposals;
 - C. Performance Security;
 - D. Notice of Award of Contract with the Supplier's Conforme thereto; and
 - E. Other contract documents that may be required by existing laws and PPA, such as:
 - E.1 Certificate of Availability of Funds;
 - E.2 Abstract of Bids; and
 - E.3 Resolution of Award
3. In consideration of the payments to be made by PPA, the CONTRACTOR commits to complete the Works and remedy any defects therein in conformity with the provisions of this Contract and Contract Documents.
4. In consideration of the execution and completion of the Works and remedying any defects therein, PPA commits to pay the Contract Price or such other sum as may become payable under the provisions of this Contract and Contract Documents.
5. This Contract shall become effective after the same shall have been signed by the Parties hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and place first hereinabove written.

PHILIPPINE PORTS AUTHORITY

TIN No. _____

By:

JAY DANIEL R. SANTIAGO

General Manager

WITNESSES:

ACKNOWLEDGMENT

Omnibus Sworn Statement For Sole Proprietorship

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. I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
2. As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of Project]*, as shown in the attached duly notarized Special Power of Attorney;
3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement for Partnership or Cooperative

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. I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of Project]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]*;
3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project 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:
 - b) Carefully examine all of the Bidding Documents;
 - c) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

- d) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- e) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [*Name of Project*].

9. [*Name of Bidder*] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [*date issued*], [*place issued*]

IBP No. _____ [*date issued*], [*place issued*]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement for Corporation or Joint Venture

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. I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
 2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of Project]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;
 3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
 6. None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
 7. *[Name of Bidder]* complies with existing labor laws and standards; and
 8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

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

Witness my hand and seal this ___ day of [month] [year].

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

Doc. No. _____
Page No. _____
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Series of _____

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

To: Philippine Ports Authority
PPA Building, Bonifacio Drive
South Harbor, Port Area, Manila

I/We⁴, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

⁴ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

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

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

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**NET FINANCIAL CONTRACTING CAPACITY (NFCC)
COMPUTATION**

A. The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current asset minus current liabilities) (15)] 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 to be bid

NFCC = Php _____

K = 15

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative