

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of 10 years.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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 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

	<p>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 <i>force majeure</i> 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><b>Patent Rights –</b></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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	Deployment of Administrative Support Manpower Services for PPA Port Management Offices (Mindanao Cluster) and Projects.			ONE YEAR

## ***Section VII. Technical Specifications***

## **TERMS OF REFERENCE (TOR)**

### **CONTRACT FOR THE PROCUREMENT OF ADMINISTRATIVE SUPPORT MANPOWER SERVICES FOR PPA PORT MANAGEMENT OFFICES (MINDANAO CLUSTER) 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 Port Management Offices (Mindanao Cluster) 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 **NINETY EIGHT MILLION TWO HUNDRED THREE THOUSAND FIFTY FOUR and 29/100) ( Php. 98,203,054.29)** 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 Port Management Offices 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 Port Management Offices 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 Port Management Offices and Projects 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 Port Management Offices 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 Port Management Offices by the Contractor, shall undergo Performance Evaluation on a semi- annual basis as determined by his / her immediate supervisor:
  - Within the FIRST (1<sup>st</sup>) half of the contract (1<sup>st</sup> month to 6<sup>th</sup> month)
  - Within the SECOND (2<sup>nd</sup>) half of the contract (7<sup>th</sup> month to 12<sup>th</sup> 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 Port Management Offices.
16. The personnel to be assigned to PPA Port Management Offices 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 the 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 Port Management Offices shall not be considered organic PPA personnel, neither will their assignment in the PPA Port Management Offices 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 Port Management Offices.



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 (3<sup>rd</sup>) month of the contract
- On the NINTH (9<sup>th</sup>) 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 of PMOs ( Mindanao Cluster ) 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 PMO-MISAMIS ORIENTAL/CAGAYAN DE ORO							ANNEX A	
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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
PMO - Misamis Oriental/ Cagayan de Oro		<u>Administrative Division</u>						
	21	Clerk Processor B	6	13,378.00	21,624.30	454,110.28	5,449,323.36	
	13	Gatekeepers	4	11,658.00	18,835.06	244,855.77	2,938,269.19	
		<u>Non-Traditional Project</u>						
	3	Accounting Processor B	6	13,378.00	21,624.30	64,872.90	778,474.77	
	1	Engineering Aide B	4	11,658.00	18,835.06	18,835.06	226,020.71	
	1	Plumber C	3	10,883.00	17,619.62	17,619.62	211,435.38	
	5	Utility Worker A	3	10,883.00	17,619.62	88,098.08	1,057,176.90	
	1	Mechanical Helper	2	10,159.00	16,429.24	16,429.24	197,150.94	
		<u>MIS Computerization</u>						
	1	Mgmt. Info./Systems Design Specialist A	19	36,409.00	56,908.63	56,908.63	682,903.60	
	20	Data Encoder	7	14,331.00	23,158.59	463,171.80	5,558,061.59	
<b>Sub Total</b>	<b>66</b>	<b>PMO Misamis Oriental/Cagayan de Oro</b>				<b>Admin and Support</b>		<b>17,098,816.43</b>

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-MISAMIS ORIENTAL/CAGAYAN DE ORO							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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
<b>PMO - Misamis Oriental/ Cagayan de Oro</b>	1	<u>Engineering Services</u> Engineering Assistant A	10	17,730.00	28,598.21	28,598.21	343,178.58	
	1	Engineering Assistant B	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Painter II (A)/ Signage Artist	5	12,488.00	20,184.62	20,184.62	242,215.49	
	1	Carpenter/Mason II	5	12,488.00	20,184.62	20,184.62	242,215.49	
<b>Sub Total</b>	<b>4</b>	<b>PMO Misamis Oriental/Cagayan de Oro</b>				<b>Engineering Services</b>		<b>1,125,747.09</b>
<b>Sub Total</b>	<b>66</b>	<b>Admin and Support</b>						<b>17,098,816.43</b>
<b>Sub Total</b>	<b>4</b>	<b>Engineering Services</b>						<b>1,125,747.09</b>
<b>TOTAL</b>	<b>70</b>	<b>PMO-MISAMIS ORIENTAL/CAGAYAN DE ORO</b>						<b>18,224,563.62</b>

APPROVED/DISAPPROVED:

JAY DANIEL R. SANTIAGO  
General Manager

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PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-LANAO DEL NORTE/ILIGAN							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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
PMO - Lanao del Norte/ Iligan	1	<u>OPM</u> Utility Worker	3	10,883.00	17,619.62	17,619.62	211,435.38	
	1	<u>Administrative Division</u> Clerk III	6	13,378.00	21,624.30	21,624.30	259,491.59	
	1	Plant Mechanic B	10	17,730.00	28,598.21	28,598.21	343,178.58	
	3	Driver Mechanic B	7	14,331.00	23,158.59	69,475.77	833,709.24	
	1	Utility Worker	3	10,883.00	17,619.62	17,619.62	211,435.38	
	1	Sr. Mgmt. Information/Systems Analyst B	16	28,417.00	44,905.95	44,905.95	538,871.40	
	3	<u>PPD</u> Electronics Communication Systems Operator A	11	19,077.00	30,775.75	92,327.25	1,107,926.99	
	3	<u>PSD</u> Data Encoder III	11	19,077.00	30,775.75	92,327.25	1,107,926.99	
	2	<u>Finance Division</u> Clerk III	6	13,378.00	21,624.30	43,248.60	518,983.18	
	4	Collection Representative	8	15,368.00	24,844.80	99,379.18	1,192,550.17	
	4	<u>TMO-Tubod</u> Utility Worker A	3	10,883.00	17,619.62	70,478.46	845,741.52	
	2	Data Encoder III	11	19,077.00	30,775.75	61,551.50	738,617.99	
<b>TOTAL</b>								<b>7,909,868.40</b>

APPROVED/IS APPROVED: 

JAY DANIEL R. SANTIAGO

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PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-MISAMIS OCCIDENTAL/OZAMIZ								ANNEX A
RC	No. of Positions per RC	POSITIONS	SG	BASIC MONTHLY SALARY BASED ON DEM- APPROVED SALARY SCHEDULE EFF. JAN. 1, 2016	MONTHLY BILLING RATE PER POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
PMO - Misamis Occidental/ Ozamiz	1	Information Systems Analyst	16	28,417.00	44,905.95	44,905.95	538,871.40	
	2	Clerk Processor A	8	15,368.00	24,844.80	49,689.59	596,275.08	
	1	Data Encoder	7	14,331.00	23,158.59	23,158.59	277,903.08	
	1	Clerk Processor B	6	13,378.00	21,624.30	21,624.30	259,491.59	
	1	Utility Worker A	3	10,883.00	17,619.62	17,619.62	211,435.38	
	1	Driver Mechanic	7	14,331.00	23,158.59	23,158.59	277,903.08	
Sub Total	7	PMO Misamis Occidental/Ozamiz				Admin and Support		2,161,879.61
PMO - Misamis Occidental/ Ozamiz	2	Engineering Services Division	8	15,368.00	24,844.80	49,689.59	596,275.08	
		Plant Electrician C						
Sub Total	2	Engineering Services Division				Engineering Services		596,275.08
Sub Total	7	Admin and Support						2,161,879.61
Sub Total	2	Engineering Services						596,275.08
TOTAL	9	PMO-MISAMIS OCCIDENTAL/OZAMIZ						2,758,154.70

APPROVED/DISAPPROVED:

JAY DANIEL R. SANTIAGO

General Manager

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PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-SURIGAO							ANNEX A	
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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
PMO - Surigao	12	<u>Administrative Division</u>						
		Cashiering Assistant	8	15,368.00	24,844.80	298,137.54	3,577,650.51	
	5	Clerk Processor B	6	13,378.00	21,624.30	108,121.50	1,297,457.94	
	1	Elec. and Comm. Equipment Technician	6	13,378.00	21,624.30	21,624.30	259,491.59	
	1	Sr. Mgt. System information Analyst	16	28,417.00	44,905.95	44,905.95	538,871.40	
	4	Driver Mechanic B	7	14,331.00	23,158.59	92,634.36	1,111,612.32	
	5	Utility Worker A	3	10,883.00	17,619.62	88,098.08	1,057,176.90	
<b>Sub-Total</b>	<b>28</b>	<b>Admin and Technical Services</b>				<b>Admin and Support</b>		<b>7,842,260.66</b>
PMO - Surigao		<u>Engineering Services</u>						
	1	Welder 1	4	11,658.00	18,835.06	18,835.06	226,020.71	
	1	Carpenter A	5	12,488.00	20,184.62	20,184.62	242,215.49	
	1	Mason B	3	10,883.00	17,619.62	17,619.62	211,435.38	
	1	Painter B	3	10,883.00	17,619.62	17,619.62	211,435.38	
	1	Plant Electrician C	8	15,368.00	24,844.80	24,844.80	298,137.54	
<b>Sub Total</b>	<b>5</b>	<b>PMO Surigao</b>				<b>Engineering Services</b>		<b>1,189,244.50</b>
<b>Sub Total</b>	<b>28</b>	<b>Admin and Support</b>						<b>7,842,260.66</b>
<b>Sub Total</b>	<b>5</b>	<b>Engineering Services</b>						<b>1,189,244.50</b>
<b>TOTAL</b>	<b>33</b>	<b>PMO-SURIGAO</b>						<b>9,031,505.15</b>

APPROVED/DISAPPROVED:

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General Manager

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PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-AGUSAN							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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
PMO - Agusan	5	<u>Admin</u> Driver Mechanic B	7	14,331.00	23,158.59	115,792.95	1,389,515.40	
	1	Sr. Management Information Systems Analyst	16	28,417.00	44,905.95	44,905.95	538,871.40	
	1	Sr. Electronic /Communication System Technician	11	19,077.00	30,775.75	30,775.75	369,309.00	
	4	Utility Worker A	3	10,883.00	17,619.62	70,478.46	845,741.52	
	1	<u>OPM</u> Executive Secretary C	11	19,077.00	30,775.75	30,775.75	369,309.00	
	1	<u>Finance</u> Corp. Budget Analyst	13	22,328.00	35,761.26	35,761.26	429,135.15	
	1	Data Encoder	7	14,331.00	23,158.59	23,158.59	277,903.08	
	5	<u>TMO-Nasipit</u> Data Encoder	7	14,331.00	23,158.59	115,792.95	1,389,515.40	
	1	Collection Representative A	10	17,730.00	28,598.21	28,598.21	343,178.58	
	1	Utility Worker A	3	10,883.00	17,619.62	17,619.62	211,435.38	
	1	<u>TMO- Masao</u> Utility Worker A	3	10,883.00	17,619.62	17,619.62	211,435.38	
	1	<u>PSD</u> Clerk Processor	8	15,368.00	24,844.80	24,844.80	298,137.54	
	5	<u>PTB TMO NASIPIT</u> Utility Worker A	3	10,883.00	17,619.62	88,098.08	1,057,176.90	
Sub Total	28	PMO Agusan				Admin and Support		7,730,863.72

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-AGUSAN								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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC	
PMO - Agusan		<u>Engineering Services</u>							
	1	Carpenter A	5	12,488.00	20,184.62	20,184.62	242,215.49		
	1	Draftsman A	8	15,368.00	24,844.80	24,844.80	298,137.54		
	2	Utility Worker A	3	10,883.00	17,619.62	35,239.23	422,870.76		
<b>Sub Total</b>	<b>4</b>	<b>PMO Agusan</b>				<b>Engineering Services</b>		<b>963,223.79</b>	
<b>Sub Total</b>	<b>28</b>	<b>Admin and Support</b>						<b>7,730,663.72</b>	
<b>Sub Total</b>	<b>4</b>	<b>Engineering Services</b>						<b>963,223.79</b>	
<b>TOTAL</b>	<b>32</b>	<b>PMO - Agusan</b>						<b>8,693,887.51</b>	

APPROVED/DISAPPROVED:

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PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-ZAMBOANGA DEL NORTE							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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE
<b>PMO - Zamboanga del Norte</b>		<b><u>OPM</u></b>					
	1	Driver Mechanic B	7	14,331.00	23,158.59	23,158.59	277,903.08
	1	Secretary A	9	16,512.00	26,665.94	26,665.94	319,991.24
		<b><u>Finance Division</u></b>					
	6	Collection Representative A	10	17,730.00	28,598.21	171,589.29	2,059,071.47
	1	Accounting Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54
	9	Data Encoder	7	14,331.00	23,158.59	208,427.31	2,501,127.72
	1	Utility Worker A	3	10,883.00	17,619.62	17,619.62	211,435.38
		<b><u>Administrative Division</u></b>					
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54
	6	Building Electrician A	8	15,368.00	24,844.80	149,068.77	1,788,825.25
	1	Data Encoder	7	14,331.00	23,158.59	23,158.59	277,903.08
	2	Driver Mechanic B	7	14,331.00	23,158.59	46,317.18	555,806.16
	1	Utility Worker A	3	10,883.00	17,619.62	17,619.62	211,435.38
		<b><u>PSD</u></b>					
	1	Utility Worker A	3	10,883.00	17,619.62	17,619.62	211,435.38
	1	Sr. Mgmt. Information/Systems Analyst	16	28,417.00	44,905.95	44,905.95	538,871.40
	6	Data Encoder	7	14,331.00	23,158.59	138,951.54	1,667,418.48
		<b><u>PPD</u></b>					
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54
<b>Sub Total</b>	<b>39</b>	<b>PMO Zamboanga del Norte</b>			<b>Admin and Support</b>		<b>11,518,636.64</b>

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-ZAMBOANGA DEL NORTE							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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	
<b>PMO - Zamboanga del Norte</b>		<u>Engineering Services</u>						
	1	Draftsman A	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Data Encoder	7	14,331.00	23,158.59	23,158.59	277,903.08	
	1	Utility Worker A	3	10,883.00	17,619.62	17,619.62	211,435.38	
	1	Carpenter B	3	10,883.00	17,619.62	17,619.62	211,435.38	
<b>Sub Total</b>	<b>4</b>	<b>PMO Zamboanga del Norte</b>			<b>Engineering Services</b>		<b>998,911.38</b>	
<b>Sub Total</b>	<b>39</b>	<b>Admin and Support</b>					<b>11,515,636.64</b>	
<b>Sub Total</b>	<b>4</b>	<b>Engineering Services</b>					<b>998,911.38</b>	
<b>TOTAL</b>	<b>43</b>	<b>PMO - Zamboanga del Norte</b>					<b>12,514,548.03</b>	

APPROVED/DISAPPROVED:-

JAY DANIEL R. SANTIAGO  
General Manager

HRMD:MJSP/MT/GVPG/ald\_05142019

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-DAVAO									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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC	
PMO - Davao		<u>Admin Support Services</u>							
	20	Data Encoder	7	14,331.00	23,158.59	463,171.80	5,558,061.59		
	2	Sr. Mgmt. Information/Systems Analyst	16	28,417.00	44,905.95	89,811.90	1,077,742.79		
	1	Training Assistant	8	15,368.00	24,844.80	24,844.80	298,137.54		
	1	Nurse I	10	17,730.00	28,598.21	28,598.21	343,178.58		
	3	Clerk Processor A	8	15,368.00	24,844.80	74,534.39	894,412.63		
	1	Records Assistant	8	15,368.00	24,844.80	24,844.80	298,137.54		
	3	Utility Worker A	3	10,883.00	17,619.62	52,858.85	634,306.14		
	3	Driver Mechanic B	7	14,331.00	23,158.59	69,475.77	833,709.24		
<b>Sub Total</b>	<b>34</b>	<b>PMO Davao</b>			<b>Admin and Support</b>			<b>9,937,686.05</b>	
PMO - Davao		<u>Engineering Services</u>							
	1	Architect II	16	28,417.00	44,905.95	44,905.95	538,871.40		
	1	Draftsman III	11	19,077.00	30,775.75	30,775.75	369,309.00		
	1	Electrician Foreman	10	17,730.00	28,598.21	28,598.21	343,178.58		
	1	Plant Mechanic C	9	16,512.00	26,665.94	26,665.94	319,991.24		
	1	Driver Mechanic B	7	14,331.00	23,158.59	23,158.59	277,903.08		
	7	Utility Worker A	3	10,883.00	17,619.62	123,337.31	1,480,047.66		
<b>Sub Total</b>	<b>12</b>	<b>PMO Davao</b>			<b>Engineering Services</b>			<b>3,329,300.96</b>	

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-DAVAO							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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
Sub Total	34	Admin and Support						9,937,686.05
Sub Total	12	Engineering Services						3,329,300.96
<b>TOTAL</b>	<b>46</b>						<b>PMO-DAVAO</b>	<b>13,266,987.01</b>

APPROVED/DISAPPROVED: \_\_\_\_\_

JAY DANIEL R. SANTIAGO  
General Manager

HRMD-MJSP/MIG/NPG/Id\_05142019

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-SOCSARGEN							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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
PMO - Socsargen		<u>OPM</u>						
	1	Administrative Assistant	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Driver Mechanic B	7	14,331.00	23,158.59	23,158.59	277,903.08	
		<u>Management Systems Project</u>						
	1	Management Specialist I	13	22,328.00	35,761.26	35,761.26	429,135.15	
	1	Project Monitoring Assistant I	8	15,368.00	24,844.80	24,844.80	298,137.54	
		<u>IT/ SITE Administration Program</u>						
	1	Sr. Management Information System Analyst	16	28,417.00	44,905.95	44,905.95	538,871.40	
	1	Computer Operator	9	16,512.00	26,665.94	26,665.94	319,991.24	
		<u>Finance Division</u>						
	3	Clerk Processor A	8	15,368.00	24,844.80	74,534.39	894,412.63	
	2	Accounting Clerk III	8	15,368.00	24,844.80	49,689.59	596,275.08	
	1	Budgeting Assistant I Acct.	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Management Assistant I	8	15,368.00	24,844.80	24,844.80	298,137.54	
		<u>Admin Division</u>						
	2	Driver Mechanic B	7	14,331.00	23,158.59	46,317.18	555,806.16	
	1	Procurement Assistant	9	16,512.00	26,665.94	26,665.94	319,991.24	
	3	Administrative Assistant	8	15,368.00	24,844.80	74,534.39	894,412.63	
	1	Nurse I	10	17,730.00	28,598.21	28,598.21	343,178.58	
	1	Records Assistant	8	15,368.00	24,844.80	24,844.80	298,137.54	

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019 PMO-SOCSARGEN							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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
<b>PMO - Socsargen</b>		<u>PPD</u>						
	1	Clerk IV	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Administrative Assistant	8	15,368.00	24,844.80	24,844.80	298,137.54	
		<u>PSD</u>						
	2	Research Analyst I	8	15,368.00	24,844.80	49,689.59	596,275.08	
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Clerk IV	8	15,368.00	24,844.80	24,844.80	298,137.54	
	2	Assistant Statistician II	10	17,730.00	28,598.21	57,196.43	686,357.16	
	4	Water Facilities Operator C	6	13,378.00	21,624.30	86,497.20	1,037,966.35	
	4	Electrician II	6	13,378.00	21,624.30	86,497.20	1,037,966.35	
	6	Data Encoder	7	14,331.00	23,158.59	138,951.54	1,667,418.48	
	2	Harbor Services Assistant I	8	15,368.00	24,844.80	49,689.59	596,275.08	
<b>Sub Total</b>	<b>45</b>	<b>PMO Socsargen</b>				<b>Admin and Support</b>		<b>13,475,473.59</b>

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019							ANNEX A	
PMO-SOCSARGEN								
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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC
PMO - Socsargen	4	<u>Engineering Services</u> Utility Worker	3	10,883.00	17,619.62	70,478.46	845,741.52	
	1	Engineering Assistant A	10	17,730.00	28,598.21	28,598.21	343,178.58	
	1	Clerk Processor A	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Mason II (A)	5	12,488.00	20,184.62	20,184.62	242,215.49	
	1	Painter II (A)	5	12,488.00	20,184.62	20,184.62	242,215.49	
	1	Senior Carpenter	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Plumber B	5	12,488.00	20,184.62	20,184.62	242,215.49	
	4	Mechanic C	8	15,368.00	24,844.80	99,379.18	1,192,550.17	
	1	Building Electrician	8	15,368.00	24,844.80	24,844.80	298,137.54	
	1	Draftsman II A	8	15,368.00	24,844.80	24,844.80	298,137.54	
<b>Sub Total</b>		<b>PMO Socsargen</b>				<b>Engineering Services</b>		<b>4,300,666.90</b>
<b>Sub Total</b>		<b>Admin and Support</b>						<b>13,475,473.59</b>
<b>Sub Total</b>		<b>Engineering Services</b>						<b>4,300,666.90</b>
<b>TOTAL</b>		<b>PMO - Socsargen</b>						<b>17,776,140.49</b>

APPROVED/DISAPPROVED: \_\_\_\_\_

JAY DANIEL R. SANTIAGO

General Manager

HRMD:MJSP/MIG/VPG/aid\_05142019

PROPOSED ADMINISTRATIVE AND SUPPORT SERVICES THRU MANPOWER SERVICE PROVIDER FOR CY 2019								ANNEX A	
PMO-ZAMBOANGA									
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 POSITION	GROSS MONTHLY BILLING RATE PER MONTH	ANNUAL BILLING RATE	ANNUAL GROSS TOTAL PER RC	
PMO - Zamboanga	2	<u>Admin Support Services</u> Clerk Processor A	8	15,368.00	24,844.80	49,689.59	596,275.08		
	3	Driver Mechanic B	7	14,331.00	23,158.59	69,475.77	833,709.24		
	1	<u>OPM</u> Sr. Mgt Information Systems Analyst	16	28,417.00	44,905.95	44,905.95	538,871.40		
	2	<u>Finance Division</u> Accounting Processor A	8	15,368.00	24,844.80	49,689.59	596,275.08		
	8	Data Encoder	7	14,331.00	23,158.59	185,268.72	2,223,224.64		
	1	<u>PSD</u> Data Encoder	7	14,331.00	23,158.59	23,158.59	277,903.08		
	1	<u>TMO- Isabela</u> Data Encoder	7	14,331.00	23,158.59	23,158.59	277,903.08		
	8	<u>Powerhouse</u> Plant Electrician	8	15,368.00	24,844.80	198,758.36	2,385,100.34		
	26	<u>PMO Zamboanga</u>				Admin and Support			7,729,261.94
	1	<u>Engineering Division</u> Draftsman A	8	15,368.00	24,844.80	24,844.80	298,137.54		
Sub Total	1	<u>PMO Zamboanga</u>				Engineering Services			298,137.54
Sub Total	26					Admin and Support			7,729,261.94
Sub Total	1					Engineering Services			298,137.54
TOTAL	27					PMO - Zamboanga			8,027,399.48

APPROVED/DISAPPROVED:

JAY DANIEL R. SANTIAGO

General Manager

HRMD:MSP/MGN/PG/ab\_05142019



# 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>
	Deployment of administrative support personnel required, as listed in Annex “A”.	
	Provision of Identification Cards and four (4) sets of office uniforms.	
	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	
	Provision of at least one (1) Seminar/Training intervention.	
	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 Bid<sup>1</sup> N°: \_\_\_\_\_

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:<sup>2</sup>

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.

---

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

<sup>2</sup> 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 Bid<sup>3</sup> Number \_\_\_\_\_. Page \_\_\_\_ of \_\_\_\_\_.

[illegible]

[signature]

*[in the capacity of]*

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

<sup>3</sup> 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]

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## Omnibus Sworn Statement for Partnership or Cooperative

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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 the *[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]

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## Omnibus Sworn Statement for Corporation or Joint Venture

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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 the *[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]

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## BID SECURING DECLARATION FORM

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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/We<sup>4</sup>, 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;

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<sup>4</sup> 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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**STATEMENT OF THE BIDDER'S ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

This is to certify that \_\_\_\_\_ has the following ongoing government and private contracts, including contracts awarded but not yet started:

[illegible]

**\*PROOF OF CONTRACT TO BE PRESENTED AT POST-QUALIFICATION.**

**Name and Signature of Authorized Representative**

Date \_\_\_\_\_

**STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)  
SIMILAR TO THE CONTRACT TO BE BID**

This is to certify that \_\_\_\_\_ has completed the following:

[illegible]

**\*TO BE ATTACHED TO THE STATEMENT**

**Name and Signature of Authorized Representative**

Date \_\_\_\_\_

**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