

**OUTSOURCING OF TEMPORARY SUPPORT PERSONNEL FOR PROJECTS, AND ALL
OTHER ACTIVITIES TO BE UNDERTAKEN BY THE PORT MANAGEMENT OFFICE OF
SOCSARGEN OF THE PHILIPPINE PORTS AUTHORITY FOR APRIL 1, 2017 TO
MARCH 31, 2018**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this MAR 31 2017, in the City of 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 Assistant General Manager (AGM) for Finance and Administration, **ELMER NONNATUS A. CADANO** and hereinafter referred to as "**PPA**";


-and-

LBP SERVICE CORPORATION, a private corporation duly organized and existing in accordance with Philippine laws, with principal office address at U-C&D 21/F Petron Mega Plaza Building, Sen. Gil Puyat Avenue, Makati City, represented herein by its Senior Vice President (SVP) - Business Operations Group, **JOSEPH V. ANGELES**, per Secretary's Certificate dated February 7, 2017, (Annex "A"), and hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH:

WHEREAS, PPA is to enter into a contract for the provision of temporary support personnel for the Port Management Office for SOCSARGEN covering the period of one (1) year or from April 1, 2017 to March 31, 2018;

 **WHEREAS**, in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations, the PPA Bids and Awards Committee (BAC) for the Procurement of Goods posted on the PPA Website, G-EPS Website as well as on its bulletin board an Invitation to Bid for the Outsourcing of Temporary Support Personnel for Projects and All Other Activities to be Undertaken by the Port Management Office of SOCSARGEN of the Philippine Ports Authority for April 1, 2017 to March 31, 2018;

 **WHEREAS**, after the opening of bids on February 15, 2017, and the conduct of bid evaluation and the required post-qualification, the bid submitted by the CONTRACTOR was found to be the single calculated and responsive bid in the amount of **EIGHT MILLION FIVE HUNDRED FORTY TWO THOUSAND NINE HUNDRED EIGHTY FOUR PESOS AND FIFTY TWO CENTAVOS (Php 8,542,984.52)**, Philippine Currency, per BAC Resolution No. 03, Series of 2017 dated February 20, 2017;

WHEREAS, the said bid is lower than the Approved Budget for the Contract (ABC) which is **EIGHT MILLION FIVE HUNDRED FORTY TWO THOUSAND NINE HUNDRED EIGHTY FIVE PESOS AND FORTY CENTAVOS (Php 8,542,985.40)**;

WHEREAS, in a Notice of Award (NOA) dated February 21, 2017, the contract was awarded to the **CONTRACTOR** which signifies its "Conforme" thereto;

NOW, THEREFORE, for and in consideration of the foregoing premises, **PPA** and the **CONTRACTOR** agree, as follows:

**ARTICLE I
CONTRACT DOCUMENTS**

1.01 The following documents shall constitute integral parts of this Contract:

- a. Bidding Documents issued by PPA;
- b. Winning Bidder's Bid, including the eligibility requirements, technical and financial proposals and all other documents/ statements submitted;
- c. Performance Security;
- d. Notice of Award of Contract bearing the Contractor's "Conforme" thereto; and
- e. Other pertinent documents as may be required by existing laws and/or of PPA such as:
 - 1. Abstract of Bids;
 - 2. Approved BAC Resolution Recommending Award of the Contract; and
 - 3. Certificate of Availability of Funds (CAF)

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

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

**ARTICLE II
PERSONNEL REQUIREMENTS**

2.01 The CONTRACTOR shall provide thirty four (34) temporary support personnel as follows, and as specified in the Terms of Reference, (Annex "B"):

Position	No. of Personnel
Plant Mechanic	1
Building Electrician	1
Clerk Processor A	7
Data Encoder	7
Engineering Assistant A	1
Utility Worker	4
Plumber	1
Mason II	1
Senior Carpenter A	1
Computer Operator (ESD)	1
Computer Operator (Admin)	1
Senior Management Information Systems Analyst	1
Senior Engineer	1
Driver Mechanic	1
Water Utilities Facilities Operator C	3
Accounting Processor	2
Total No.	34

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

2.03 The CONTRACTOR shall assign personnel who possess the required qualifications and experience suitable to the positions as specified in the Terms of Reference, having correct discipline for the function or duty to be performed, physically and mentally fit, and of good moral character. The number and period of their assignment is based on the actual requirements of PPA

ARTICLE III OTHER TERMS AND CONDITIONS

3.01 Consideration- For and in consideration of the service/s rendered, PPA agrees to pay the CONTRACTOR the amount not exceeding **EIGHT MILLION FIVE HUNDRED FORTY TWO THOUSAND NINE HUNDRED EIGHTY FOUR PESOS AND FIFTY TWO CENTAVOS (Php 8,542,984.52)** and as specifically provided in its Financial Proposal (Annex "C"). The rates quoted are based on eight (8) hours work per day per individual and include payment due to the personnel, i.e. basic pay, service incentive leave, 13th month pay, etc.; and to the government, i.e. contributions to Pag-ibig, SSS, PhilHealth, ECC, etc. including the value added tax of twelve percent (12%). Except as provided for under existing laws, it is hereby expressly agreed upon and understood that the stipulated rates shall not be subject to upward adjustment for any cause or reason.

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

a. Tardiness, undertime, half-days and absences incurred by the personnel assigned to PPA shall be deducted accordingly from the monthly billing of the CONTRACTOR.

b. The payment shall be subject to the CONTRACTOR's presentation of its semi-monthly personnel payroll and affidavit or sworn certification that it has paid the salaries and benefits of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to Pag-ibig, SSS, PhilHealth, ECC, etc. as well as the withholding taxes to BIR.

c. Any payment due and payable to the CONTRACTOR may be set off against liquidated damages payable to PPA by the CONTRACTOR under this Contract.

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

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

3.02 Duration – This Contract shall be for a period of **one (1) year** or from **April 1, 2017 to March 31, 2018**.

3.03 Performance Security - To guarantee the faithful performance of the CONTRACTOR under this Contract, it shall post prior to the signing of this Contract, a performance security in accordance with the following schedule:

(a) Cash, or cashier's/manager's check, Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial bank; five percent (5%) of the total contract price

(b) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; thirty percent (30%) of the total contract price

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

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

- a. It shall be executed in accordance with the form prescribed in this Article.
- b. It shall be at least co-terminus with the contract.

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

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

3.05 Hours of Work – The personnel assigned to PPA shall work for eight (8) hours a day, five (5) days a week on a per schedule basis, and in case the need arises, said personnel may be required to render service beyond the eight (8) hour period or during Holiday or rest day, the payment for such overtime work shall be paid in accordance with the applicable government rules and regulations.

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

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

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

In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the Contract shall automatically be terminated by PPA and the erring CONTRACTOR's performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the

liquidated damages that the CONTRACTOR shall pay PPA under this section and the other appropriate sanctions that may be imposed to the former.

3.08 Compliance with PPA Policies - The CONTRACTOR shall comply with PPA policies and regulations, to include but not limited to its policies on Port Safety, Health and Environmental Management System (PSHEMS) and International Ship and Port Facility Security (ISPS).

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

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

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

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

3.11 CONTRACTOR's Liability - The CONTRACTOR shall assume full responsibility and binds itself to indemnify PPA for any loss, damage, and/or destruction it has incurred or injury that may be sustained by its employees, which are attributable to the negligence, fault, misconduct or unlawful act of the CONTRACTOR and its personnel.

3.12 No Employer-Employee Relationship - There is no employer- employee relationship between the CONTRACTOR and/or its personnel and PPA, such that the CONTRACTOR's personnel assigned in PPA are not employees of PPA. The position of the CONTRACTOR or anyone else performing the services is that of an Independent Contractor. Accordingly, PPA shall not liable for any damage or injury sustained, including death, and/or caused by any of the personnel of the CONTRACTOR during the performance of their duties.

ARTICLE IV MISCELLANEOUS PROVISIONS

4.01 Failure of PPA to demand strict compliance with any of the terms of this Contract or any act of liberality on the part of the PPA, shall not be considered as a waiver on the part of PPA for enforcement of this Contract, nor shall it relieve the CONTRACTOR of any of its obligations.

4.02 In case of conflict between the provisions of the contract and that of the contract documents, the former shall be controlling.

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

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

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

4.06 Should there be any controversy in connection with this Contract, the parties shall, as far as practicable, settle the same amicably. In the event that such dispute be not resolved to their mutual satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 9285, or the "Alternative Dispute Resolution Act of 2004". Provided, that the arbitration proceeding shall be without prejudice to the right of PPA to rescind or terminate this Contract in accordance with Section 3.09.

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

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

4.09 Pursuant to Section 47 of the Revised IRR of R.A. 9184, CONTRACTOR further represent that all its officers, directors, and controlling stockholders are not related to by consanguinity or affinity up to the third (3rd) civil degree to PPA's General Manager, including any of its officers or employees having direct access to the concluded bidding.


If in any event, it is found that the aforesated representation was violated, PPA, however, has the right to terminate or cancel this Contract without the need of judicial action, pursuant to Article 3.09.

ARTICLE V EFFECTIVITY

5.01 This Contract shall be effective upon signing of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and in the place as stated.

PHILIPPINE PORTS AUTHORITY
By:


ELMER NONNATUS A. CADANO
AGM for Finance and Administration

LBP SERVICE CORPORATION
By:


JOSEPH V. ANGELES
SVP - Business Operations Group

Signed in the presence of:

MILAGROS OLIVEROS PEREZ

CARLEEN LANA F. BANTISTO

ACKNOWLEDGMENT

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

MAKATI CITY

BEFORE ME a Notary Public, for and in the City of MAKATI CITY, Philippines, on MAR 31 2017 personally appeared:

<u>Name</u>	<u>Identification Document Presented</u>	<u>No./Place/Date Issued</u>
ELMER NONNATUS A. CADANO in his official capacity as the AGM for Finance and Administration of PPA	_____	_____
JOSEPH V. ANGELES in his official capacity as the SVP – Business Operations Group of LBP Service Corporation	<u>03-9833049-5</u>	<u>S.S.S. 10</u>

known to me as the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and that they are the respective representatives of the entities represented.

The foregoing instrument refers to the Outsourcing of Temporary Support Personnel for projects, and All Other Activities to be Undertaken by the Port Management Office of SOCSARGEN of the Philippine Ports Authority for April 1, 2017 to March 31, 2018 consisting of seven (7) pages including the page on which this acknowledgment is written, duly signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL.

Doc. No. 477
Page No. 97
Book No. 84
Series of 2017.

ATTY. VIRGILIO R. BATALLA
 NOTARY PUBLIC FOR MAKATI CITY
 APPT. NO. 31-88
 UNTIL DEC. 31, 2018
 ROLL OF ATT. NO. 48348
 MCLE COMPL. FILE NO. 140016333-1/10/13
 I.B.P. O.R. No. 48348, EFFECTIVE PERIOD JAN 29, 2007
 PTR No. 010-00 03 JAN. 3, 2017
 EXECUTIVE BLDG. CENTER
 MAKATI AVE. COR., JUPITER ST. MAKATI CITY

AUTHORITY OF SIGNATORY
SECRETARY'S CERTIFICATE

ANNEX "A"

I, **FELTON JOY S. SUTINGCO** a duly elected and qualified Assistant Corporate Secretary of **LBP SERVICE CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office or place of business at Units C & D, 21/F Petron Mega Plaza Building, No.358 Sen. Gil Puyat Ave., Makati City, DO HEREBY CERTIFY, that:

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

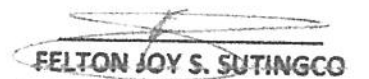
At the Special Meeting of the Board of Directors of the said Corporation duly convened and held on January 30, 2017 at which meeting a quorum was present and acting throughout, the following resolutions were unanimously approved and adopted, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that **LBP SERVICE CORPORATION** be authorized, as it hereby is, authorized to participate in the bidding for the **OUTSOURCING OF TEMPORARY SUPPORT PERSONNEL FOR PROJECTS AND ALL OTHER ACTIVITIES TO BE UNDERTAKEN BY THE PORT MANAGEMENT OFFICE OF SOCSARGEN OF THE PHILIPPINE PORTS AUTHORITY FOR APRIL 01, 2017 TO MARCH 31, 2018** conducted by the Philippine Ports Authority, Port Management Office of SOCSARGEN (PPA PMO- SOCSARGEN- BAC); and that if awarded the project shall enter into a contract with Philippine Ports Authority, Port Management Office of SOCSARGEN; and in connection therewith hereby appoint **Ms. YOLANDA D. VELASCO, President and/or Mr. JOSEPH V. ANGELES, Senior Vice President- Business Operations Group**, acting as duly authorized and designated representatives of **LBP SERVICE CORPORATION** are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent **LBP SERVICE CORPORATION** in the bidding as fully and effectively as the **LBP SERVICE CORPORATION** might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the **LBP SERVICE CORPORATION** hereby authorizes **Ms. YOLANDA D. VELASCO, President and/or Mr. JOSEPH V. ANGELES, Senior Vice President- Business Operations Group** to:

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

WITNESS the signature of the undersigned as such officer of the said corporation this 7th day of February, 2017 at Pasay, Philippines.


FELTON JOY S. SUTINGCO
Assistant Corporate Secretary

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this 7th day of February, 2017 at Pasay, Philippines. Affiant is personally known to me and was 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 exhibited to me his Unified Multi-Purpose Identification Card, with his photograph and signature appearing thereon, with No. 33-4637544-1.

Witnessed my hand and seal this 7th day of Feb. 2017.

Doc. No. 298;

Notary Public
✓

TERMS OF REFERENCE

FOR THE OUTSOURCING OF TEMPORARY SUPPORT PERSONNEL FOR PROJECTS, AND ALL OTHER ACTIVITIES, TO BE UNDERTAKEN BY THE PORT MANAGEMENT OFFICE OF SOCSARGEN OF THE PHILIPPINE PORTS AUTHORITY FOR APRIL 01, 2017 TO MARCH 31, 2018

INTRODUCTION

In view of the implementation of the Rationalization Plan pursuant to EO 366 and to streamline functions and operations in the government corporate sector, there is a need to maintain status quo of the current manpower requirements.

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

It is in this light that PPA seeks to enter into an outsourcing agreement with private manpower service provider agencies for the supply and provision of competent Temporary Support Personnel (TSP) required by the Port Management Office of SOCSARGEN (PMO-SOCSARGEN) thru competitive bidding in accordance with provisions of Republic Act (RA) No.9184 and its Revised Implementing Rules and Regulations (IRR).

RATIONALE

1. The outsourcing of TSP from outside private sources under comprehensive manpower service contract will enable PPA to comply strictly with Department of Budget and Management (DBM) and Civil Service Commission (CSC) guidelines and policies prohibiting the direct hiring of temporary support and technical personnel including utility workers/janitors during an extended period of time while filling up of vacant positions under Rationalization Plan is not fully completed.
2. A valid temporary support service contract acquired through competitive public bidding conducted in accordance with provisions of R.A. No.9184 and its IRR will assure a steady supply of competent TSP to the PMO-SOCSARGEN where temporary support services augmentation and support may be required.
3. With temporary support services requirements sourced from private Temporary Support Service Providers/Contractors, the PMO-SOCSARGEN will be free from labor and service liabilities which shall be borne by the contracted private TSP provider.

OBJECTIVES

1. PPA will be able to immediately address the urgent need for TSP which cannot be provided in the restructured PPA personnel plantilla by engaging with the manpower services provider/contractor who shall provide the additional TSP requirements of the PMO-SOCSARGEN.
2. PPA will cease to be bound by any employer-employee relationship with the TSP to be provided by the winning bidder.
3. The winning bidder shall be held totally responsible for the competencies and quality of work that shall be rendered by TSP.
4. The winning bidder will be obligated to provide all the TSP required by PMO-SOCSARGEN as specified in ANNEXES "A", "B" AND "C" hereof and shall

further ensure that all personnel to be deployed under the contract meet the work experience and professional/technical qualifications of each position.

OBLIGATIONS AND RESPONSIBILITIES

A. PHILIPPINE PORTS AUTHORITY

1. After determining the lowest calculated and most responsive bidder in the competitive bidding to be conducted for this purpose, the PMO-SOCSARGEN shall recommend the award of contract for a duration of **one (1) year**.
2. The PMO-SOCSARGEN shall be obligated to pay the winning bidder the quoted Monthly Billing Rates stipulated in said contract. This is subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by winning bidder. The same shall be paid within ten (10) working days upon presentation of a Monthly Statement of Account with a certification that all wages and social security premiums due, including applicable taxes, have been settled.
3. The PMO-SOCSARGEN shall be obligated to reimburse the winning bidder any amount of additional expenses incurred for the following:
 - a. Necessary official travel of technical and administrative personnel;
 - b. Rendition of overtime services rendered incidental to the performance of their respective duties and functions.

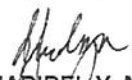
Such travel and rendition of overtime (OT) services shall have prior PPA approval pursuant to existing PPA policies. However, rendition of OT in excess of prescribed limits shall be allowed in exceptional and justifiable instances.
4. The PMO-SOCSARGEN shall allocate the total amount of **Eight Million Five Hundred Forty Two Thousand Nine Hundred Eighty Five and 40/100 Pesos Only (P8,542,985.40)** as the Approved Budget for the Contract (ABC) for one (1) year to cover the payment of the services rendered by the winning bidder.
5. The PMO-SOCSARGEN reserves the right to reject and/or re-evaluate any or all TSP recommended by the winning bidder who shall be found unqualified and unfit to cope with PPA job requirements. This is based on the personnel qualification to be submitted by the winning bidder and the re-evaluation to be conducted by PMO-SOCSARGEN.

B. CONTRACTOR (deliverable)

1. Pursuant to the terms and conditions of the contract granted by PPA, the winning bidder shall provide all TSP services required, as listed in ANNEXES "A" and "B" hereof, for deployment in project sites/work stations in PMO-SOCSARGEN.
2. The winning bidder shall provide thirty four (34) TSP and agree to increase or decrease the number of TSP to be deployed under the contract during the effectivity of the same subject to actual outsourcing requirements of PMO-SOCSARGEN and the provisions of RA 9184. In case of leave of absence of TSP, the contractor shall provide the reliever so as not to disrupt the services to be rendered to PPA unless otherwise not required by PPA.
3. The winning bidder shall guarantee that the gross pay of employees shall not be less than the amount cited as "*due to employees as computed*" indicated in the Financial Bid document.

4. The winning bidder shall fully assume all official and legal responsibilities over all TSP that shall be provided and deployed in PMO-SOCSARGEN under the contract. The same shall exercise sole administrative control and supervision over their functions and activities and on any or all matters regarding their respective work assignments in PPA.
5. The winning bidder shall fully guarantee the qualifications, performance and work behavior of TSP to be assigned in PMO_SOCSARGEN based on the work experience and qualifications specified in ANNEXES "A" and "B". The winning bidder shall agree to any personnel changes that PPA may require in case the individual work performance of a concurrent TSP fall down below the set work performance standards.
6. The TSP shall render **eight (8) hours a day, five (5) days a week** on a per schedule basis. If need arises and with the approval of the Port Manager, the TSP may be required to render **overtime service on regular working days** with a **maximum of four (4) hours** only or during **holidays or rest days** for a **maximum of eight (8) hours** only. Provided the total hours rendered by TSP for overtime services shall **not exceed forty (40) hours per month**, except in meritorious cases and justifiable instances. The payment of such overtime work shall be paid in accordance with the applicable government rules and regulations.
7. The basic monthly salary of TSP of PMO-SOCSARGEN shall be based on DBM-Approved Salary Schedule effective June 1, 2011. Computation of daily rate shall be based on a divisor of **twenty two (22) days**. Remuneration of personnel shall be on a daily rate basis as computed, multiplied by the total number of days worked in a given period and in accordance with labor laws. The policy of no work no pay shall apply.
8. The winning bidder shall advance travelling expenses incurred during official travel outside their official station needed in the performance of their duties subject to reimbursement by PPA upon submission of complete travel documents. Provided such travel shall have prior PPA approval pursuant to existing PPA policies.
9. The winning bidder shall provide Annual Medical check up and Drug Test to ensure that personnel assigned in the PMO are in good health and physically fit to work. Copies of medical results and drug tests shall be furnished to PMO SOCSARGEN within thirty (30) days from commencement of the contract.
10. The TSP deployed by the winning bidder shall not, under any circumstance, be considered organic PPA personnel, nor will their respective deployment and assignment in PMO-SOCSARGEN establish an employee-employer relationship with PPA and considered as valid services in the government.
11. The winning bidder shall warrant that TSP assigned in the PMO have not reached the compulsory retirement age.

Prepared by:


MARIBEL Y. MENDOZA
Administrative Division Manager

APPROVED BY:


CESAR M. DATAYA
Acting Port Manager

05 January 2017

Encls.:

ANNEX A: Qualifications of Technical Support Personnel

ANNEX B: List and Number of Positions with Individual Job Description and Task List

Encls.:

ANNEX A: Qualifications of Technical Support Personnel

ANNEX B: List and Number of Positions with Individual Job Description and Task List

Qualifications of Technical Support Personnel

POSITIONS	AGE	EDUCATION	EXPERIENCE	TRAINING	ELIGIBILITY	OTHERS
1. Plant Mechanic	Must be at least 21 years old	Completed 2 years relevant vocational/course	One (1) years relevant experience	Eight (8) hours relevant training	TESDA National Cert (NC) II in Plant Mechanic A or Automotive Servicing (CSC-MC 11 s. 96)	NBI Clearance Health Certificate Drug Test Willing to be assigned on shifting basis
2. Building Electrician	Must be at least 21 years old	At least High school graduate or completion of relevant vocational course	One (1) year experience in port lighting system if necessary	4 hours of relevant training	TESDA National Certificate (NC) II in Electrical Installation & Maintenance (CSC-MC 11 s. 96)	NBI Clearance Health Certificate Drug Test Willing to be assigned on shifting basis
3. Clerk Processor A	Must be at least 21 years old	Bachelors Degree relevant to the job	One (1) year of relevant experience	four (4) hours of relevant training	none required	NBI Clearance Health Certificate Drug Test
4. Data Encoder	Must be at least 21 years old	College graduate, pref Accounting/Comp. Science	Minimum of six (6) months related experience	none required	Preferably with CS Eligibility	NBI Clearance Health Certificate Drug Test Willing to be assigned on shifting basis
5. Senior Carpenter	Must be at least 21 years old	At least high school graduate.	One (1) year experience in carpentry	none required	TESDA National Cert (NC) II in Carpentry (CSC-MC 11 s.96)	NBI Clearance Health Certificate Drug Test
6. Plumber A	Must be at least 21 years old	Preferably high school graduate	One (1) year experience in plumbing related works	none required	TESDA National Cert (NC) II to III or Pipe/Flumbing Fitter (CSC-MC 11 s. 98)	NBI Clearance Health Certificate Drug Test
7. Computer Operator	Must be at least 21 years old	Preferably Bachelor's Degree in Civil Engineering	Six (6) months relevant experience Must have knowledge in AUTOCADD	6 hours relevant training	Preferably with CS Eligibility	NBI Clearance Health Certificate Drug Test
8. Computer Operator	Must be at least 21 years old	Any 4-Year course related in Information Technology	Must have knowledge in basic PC/LAN trouble shooting	6 hours relevant training	Preferably with CS Eligibility	NBI Clearance Health Certificate Drug Test
9. Senior Management Information Systems Analyst	Must be at least 21 years old	Bachelor's Degree in Information Technology or any 4-year course related to IT	Two (2) years relevant experience preferably in Network Administration, PC support and troubleshooting, programming or combination hereof	6 hours relevant training	Preferably with CS Eligibility	NBI Clearance Health Certificate Drug Test
10. Mason II	Must be at least 21 years old	At least high school graduate.	One (1) year experience in masonry & other related work	none required	TESDA NC II in Masonry or Mason I or A (CSC-MC 11 s. 96)	NBI Clearance Health Certificate Drug Test
11. Engineering Assistant A	Must be at least 21 years old	Bachelors Degree in Civil Engineering	Minimum of one (1) year relevant experience	4 hours of relevant training	Preferably with CS Eligibility	NBI Clearance Health Certificate Drug Test
12. Utility Worker	Must be at least 21 years old	Preferably high school graduate.	Minimum of one (1) year relevant experience	none required	none required	NBI Clearance Health Certificate Drug Test

Qualifications of Technical Support Personnel

POSITIONS	AGE	EDUCATION	EXPERIENCE	TRAINING	ELIGIBILITY	OTHERS
13. Senior Engineer A	Must be at least 21 years old	Bachelor's degree in Engineering relevant to the job	Minimum of one (1) year relevant experience	4 hours of relevant training	IRA 1080	NBI Clearance Health Certificate Drug Test
14. Water Utilities Facilities Operator	Must be at least 21 years old	At least high school graduate or completion of relevant vocational course	None required	None required	none required	NBI Clearance Health Certificate Drug Test Willing to be assigned on shifting basis
15. Driver Mechanic	Must be at least 25 years old	High School Graduate or completion of relevant vocational/trade course	Minimum of one (1) year relevant experience	None required	With professional driver's license or TESDA Certificate	NBI Clearance Health Certificate Drug Test
16. Accounting Processor	Must be at least 21 years old	College graduate, pref. Accounting	1 year of relevant experience	4 hours of relevant training	Preferably with CS Eligibility	NBI Clearance Health Certificate Drug Test

List and Number of Positions with Individual Job Descriptions and Task List

No. of Personnel	Position	Job Descriptions/Task List
1	Plant Mechanic	<ol style="list-style-type: none"> 1 Operates stand-by generating sets in case of power interruption. 2 Undertakes preventive maintenance of standby generating sets 3 Assists in the conduct of mechanical equipment minor repair works and other related tasks assigned by the immediate supervisor 4 Operates and maintains port equipment to include but not limited to the operation and maintenance of 60 and 144 outlets reefer facilities in 24/7 operation and (4) units power generating sets 5 Performs other related task as directed by immediate supervisor
1	Building Electrician A	<ol style="list-style-type: none"> 1 Performs routine maintenance works such as removal and replacement of damaged electrical lightings, wirings & power system of the port and PMC offices and buildings. 2 Operates standby generating sets in case of power interruption. 3 Assists in the operation of 60 and 144 reefer outlets in 24/7 operation.
7	Clerk Processor A	<ol style="list-style-type: none"> 1 Undertakes all clerical works and other related tasks assigned by the Supervisor
7	Data Encoder	<ol style="list-style-type: none"> 1 Performs encoding of cargoes per Bills of Lading of foreign and domestic inbound and outbound manifests 2 Reconciles manifest with the discharging/loading of tally sheets (DLTS) 3 Segregates manifests per vessel and voyage number. 4 Assists in the preparation of statistical reports for government and non-government agencies 5 Performs other related functions that may be assigned by the Immediate Supervisor
1	Engineering Assistant A	<ol style="list-style-type: none"> 1 Assists in the preparation of engineering projects reports and reports relevant to the satisfactory completion of the project. 2 Prepares logbook of activities of all on-going RM and infra projects. 3 Assists in the daily monitoring of on-going RM and infra projects 4 Performs other related task as directed by the immediate supervisor
4	Utility Worker	<ol style="list-style-type: none"> 1 Performs maintenance and cleanliness works at port area to include grass cutting, trimming of trees, sweeping and cleaning of clogged drainage. 2 Assists in the minor repair works of port facilities and equipment. 3 Performs other related tasks as directed by the immediate supervisor.
1	Plumber A	<ol style="list-style-type: none"> 1 Undertakes all plumbing related works of port facilities and buildings in accordance with the approved plans/programs for RM projects including emergency repair. 2 Repairs minor damages in sanitary and water distribution lines of all existing port facilities, buildings and equipment. 3 Maintains workability of drainage lines and water lines of all port facilities, buildings and other works assigned by the immediate supervisor. 4 Assists in the cleanliness of port area.
1	Mason II	<ol style="list-style-type: none"> 1 Undertakes all masonry related works of the port facilities and buildings in accordance with the approved plans/programs for R/M projects including emergency repairs. 2 Repairs minor damages on concrete structures of all existing port facilities and buildings as well as new projects. 3 Maintains workability of existing port facilities and buildings to ensure convenience and safety of port users. 4 Provides technical information on all masonry and concrete related works. 5 Assists in the conduct of inspection of port facilities and buildings. 6 Assists in the cleanliness of port area. 7 Performs other related task as directed by the immediate supervisor
1	Senior Carpenter A	<ol style="list-style-type: none"> 1 Undertakes all minor and major carpentry works of the port facilities and buildings in accordance with the approved plans and programs for RM projects including emergency repairs. 2 Repairs minor damages of existing port facilities, building and furnitures. 3 Provides technical knowledge in all carpentry related works. 4 Assists in the conduct of inspection of port facilities, buildings and furnitures. 5 Assists in the cleanliness of port area. 6 Performs other related task as directed by the immediate supervisor.
1	Computer Operator(ESD)	<ol style="list-style-type: none"> 1 Undertakes all computer related works directed by the ESD Manager 2 Performs AutoCAD operations. 3 Prepares presentation materials using Powerpoint. 4 Performs clerical works.
1	Computer Operator(Admin)	<ol style="list-style-type: none"> 1 Maintains local area network and ensure its optimum working condition. 2 Conducts regular cleaning of computer stations and maintenance checks-ups 3 Provides trouble shooting support to computer users. 4 Coordinates with the PMO designated Site Administrator in conducting Routine Resetting of Modem provided by internet service providers (ISP) such as Globe and Bayantel and Resetting of Anti-virus server.

List and Number of Positions with Individual Job Descriptions and Task List

No. of Personnel	Position	Job Descriptions/Task List
		5 Conducts diagnostic resetting of modems in coordination with the Site Administrator. 6 Conducts routine check of Data Room in coordination with the Site Administrator 7 Conducts periodic housekeeping at Data Room which include cleaning of airconditioning unit, cleaning/vacuuming of room and equipment in coordination with the Site Administrator. 8 Conducts IT-related services as requested.
1	Senior Management Information Systems Analyst	1 Develops and implements an efficient utilization and maintenance program of the IT resources of the PMO which include but are not limited to the Local Area Network (LAN) including Network Switches/Routers, Computer Desktops/Stations, Computer Peripherals (printers, scanners) an related support devices, Uninterrupted Power Supply and AVR. 2 Maintains internet facility and web visibility of the PMO/ 3 Implements an efficient on-site IT support and troubleshooting program to PMO end-users which would complement the 24/7 operation of the PPA MIS computerization at the PMO level 4 Prepares and submits regular IT reports, including IT assets inventory plans and programs as required by Head Office and the PMO. 5 Submits recommendations to the Port Manager for the continual improvement of the IT utilization in the PMO. 6 Performs other tasks are required by the Port manager.
1	Senior Engineer	1 Supervises and monitors the operation of port equipments, i.e. 4 units power generating sets, 144 & 60 units reefer outlets and other electrical and mechanical facilities and equipment of the port. 2 Conducts regular check-up of port equipments. 3 Recommends to the ESD Manager the necessary repair and maintenance works of port equipment and port facilities. 4 Performs other related task as directed by the immediate supervisor.
1	Driver Mechanic	1 Drives car and makes minor mechanical repair. 2 Picks up and transports personnel to and from point of destination 3 Prepares and submits reports on fuel and oil consumption 4 Cleans and maintains assigned vehicle 5 Makes daily check up of all servicing needs of vehicle 6 Performs other related functions
3	Water Utilities Facilities Optr. C	1 Operates the waste water treatment facility 2 Prepares logbook of operation and maintains the same 3 Prepares and submit Operation Monitoring Report daily to the office of Engineering Manager 5 Monitors compliance by livestock clients on the utilization of the livestock yard. 6 Prepares draft annual maintenance program of the facility for review of the Engineering Manager 7 Conducts daily inspection of the facility and submit necessary repair works to the Office of the Engineering Manager should there be any damage found. 8 Implements strictly into action the maintenance program to ensure workability of the facility in 24/7 operation. 9 Assesses/computes waste treatment fees.
2	Accounting Processor	1 Assists in the pre-audit of Disbursement Vouchers. 2 Maintains the RF Subsidiary (Manual). 3 Maintains Index of Payment of PMO Personnel. 4 Maintains stock card of inventories of official supplies and construction materials. 5 Submits paid DVs with complete documents to COA. 6 Prepares transmittal re submission of reports to HO, PDO and COA. 7 Prepares monthly financial reports on schedules handled.
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FORM NO. 011 - SCHEDULE OF REQUIREMENTS

OUTSOURCING OF TEMPORARY SUPPORT PERSONNEL FOR THE PROJECTS, AND ALL OTHER ACTIVITIES TO BE UNDERTAKEN BY THE PORT MANAGEMENT OFFICE OF SOCSARGEN OF THE PHILIPPINE PORTS AUTHORITY FOR APRIL 1, 2017 TO MARCH 31, 2018.

ITEM NO.	Position	Basic Monthly Salary	No. (Qty)	Total basic Monthly Salary	Other Amount Payable to Employee (Service Incentive Leave & 13th month pay)	Total Amount Payable to Employee	Total Amount Payable to Government (SS/PHIC/PAGIBIG Payment)	No. of Mos.	DUE TO EMPLOYEE	Admin Cost (15%)	12% EVAT	Administrative Cost including 12% VAT	UNIT COST	TOTAL BID PRICES
A. PMO General Santos														
I	Senior Engineer A	24,423.00	1	24,423.00	2,497.81	26,920.81	1,698.70	12	342,354.12	51,353.12	47,244.87	98,597.99	36,746.01	440,952.11
II	Plant Mechanic B	13,833.00	1	13,833.00	1,414.74	15,247.74	1,303.80	12	198,618.48	29,792.77	27,409.35	57,202.12	21,318.38	255,820.60
III	Building Electrician A	13,833.00	1	13,833.00	1,414.74	15,247.74	1,303.80	12	198,618.48	29,792.77	27,409.35	57,202.12	21,318.38	255,820.60
IV	Engineering Assistant A	15,948.00	1	15,948.00	1,631.05	17,579.05	1,496.20	12	228,903.00	34,335.45	31,588.61	65,924.06	24,568.92	294,827.06
V	Computer Operator	14,857.00	2	29,714.00	3,038.92	32,752.92	2,820.00	12	426,875.04	64,031.26	58,908.76	122,940.02	45,817.92	549,815.06
VI	Senior Carpenter	13,833.00	1	13,833.00	1,414.74	15,247.74	1,303.80	12	198,618.48	29,792.77	27,409.35	57,202.12	21,318.38	255,820.60
VII	Mason II - A	11,145.00	1	11,145.00	1,139.83	12,284.83	1,057.80	12	160,111.56	24,016.73	22,095.39	46,112.12	17,185.31	206,223.68
VIII	Plumber A	13,833.00	1	13,833.00	1,414.74	15,247.74	1,303.80	12	198,618.48	29,792.77	27,409.35	57,202.12	21,318.38	255,820.60
IX	Clerk Processor	13,833.00	7	96,831.00	9,903.14	106,734.14	9,126.60	12	1,390,328.88	208,549.33	191,865.39	400,414.72	149,228.63	1,790,743.60
X	Data Encoders	12,880.00	7	90,160.00	9,220.89	99,380.89	8,523.90	12	1,294,857.48	194,228.62	178,690.33	372,918.95	138,981.37	1,667,776.43
XI	Accounting Clerk	13,833.00	2	27,666.00	2,829.48	30,495.48	2,607.60	12	397,236.96	59,585.54	54,818.70	114,404.24	42,636.77	511,641.20
XII	Water Utilities Facilities Operator	11,992.00	3	35,976.00	3,679.35	39,655.35	3,394.50	12	516,598.20	77,489.73	71,290.55	148,780.28	55,448.21	665,378.48
XIII	Driver Mechanic	12,880.00	1	12,880.00	1,317.27	14,197.27	1,217.70	12	184,979.64	27,746.95	25,527.19	53,274.14	19,854.48	238,253.78
XIV	Sr. Mngt. Info. Sys. Analyst	24,423.00	1	24,423.00	2,497.81	26,920.81	1,608.70	12	342,354.12	51,353.12	47,244.87	98,597.99	36,746.01	440,952.11
XV	Utility Worker II - A	9,628.00	4	38,512.00	3,938.72	42,450.72	3,689.20	12	553,679.04	83,051.86	76,407.71	159,459.57	59,428.22	713,138.61
TOTAL AMOUNT		221,174.00	34	463,010.00	47,353.23	510,363.23	42,366.10		6,632,751.96	994,912.79	915,319.77	1,910,232.56		8,542,984.52

WHERE: is fixed
ABC Php 8,542,985.40

Total Bid in words and in figures: EIGHT MILLION FIVE HUNDRED FORTY TWO THOUSAND NINE HUNDRED EIGHTY FOUR PESOS AND FIFTY TWO CENTAVOS (Php 8,542,984.52)

NB. Administrative cost should not be lower than ten percent (10%)

Prepared by:

LBP SERVICE CORPORATION

Name of Bidder:

JOSEPH V. ANGELES

Signature:

15 February 2017

Date: