

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of Human Resource Service Provider for the Administrative Support and General Services Personnel for C.Y. 2023**

**IB No. 2022-12-0093 (EPA)**

**Government of the Republic of the Philippines  
CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES**

**Sixth Edition  
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# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

# ***Section I. Invitation to Bid***



**INVITATION TO BID FOR  
PROCUREMENT OF HUMAN RESOURCE SERVICE  
PROVIDER FOR THE ADMINISTRATIVE SUPPORT AND  
GENERAL SERVICES PERSONNEL FOR C.Y. 2023**

1. The *Construction Industry Authority of the Philippines (CIAP)*, through the *CIAC Trust Receipts* and *FY 2023 National Expenditure Program (NEP)* intends to apply the sum of *Eleven Million Three Hundred Sixty-Six Thousand Eight Hundred Sixty Pesos (PhP11,366,860.00)*, being the ABC to payments under the contract for *Procurement of Human Resource Service Provider for the Administrative Support and General Services Personnel for CY 2023* under *Invitation to Bid (IB) No. 2022-12-0031 (EPA)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *CIAP* now invites bids for the above Procurement Project. Commencement of delivery of services is required **immediately after the issuance of Notice to Proceed until December 31, 2023**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to the citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to R.A. No. 5183.

4. Interested Bidders may obtain further information from *CIAP* and inspect the Bidding Documents at the address given below during *office hours from 8:00 AM to 5:00 PM (Monday to Friday)*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **22 December 2022** from the given address and website below, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Five Thousand Hundred Pesos (PhP5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees, **which may be presented in person or submission through e-mail**

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the

Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The **CIAP** will hold a Pre-Bid Conference on **04 January 2023, 1:00 PM** through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **IB No. 2022-12-0093 (EPA)** on **16 January 2023, 10:00 AM** at 4<sup>th</sup> Floor Room 410, Executive Building Center 369 Sen. Gil J. Puyat Ave., cor. Makati Ave., Makati City. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **16 January 2023, 1:00 PM** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **CIAP** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
  
**THE SECRETARIAT**  
*Bids and Awards Committee*  
**CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES**  
*4<sup>th</sup> Floor Room 410, Executive Building Center*  
*369 Sen. Gil J. Puyat Ave., cor. Makati Ave., Makati City*  
*Telephone No.: (02)8896-1829 / (63)917-855-7198*  
*e-mail: bac\_ciap@construction.gov.ph*
12. You may visit the following website:  
For downloading of Bidding Documents: [http://construction.gov.ph/invitation\\_to\\_bid/](http://construction.gov.ph/invitation_to_bid/)

**22 December 2022**



**DORIS U. GACHO**

*Chairperson, CIAP Bids and Awards Committee*

***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *CIAP* wishes to receive Bids for the *Procurement of Human Resource Service Provider for the Administrative Support and General Services Personnel for C.Y. 2023*, with identification number *IB No. 2022-12-0093 (EPA)*.

The Procurement Project (referred to herein as “Project”) is composed of *one (1) lot*, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2023* in the amount of *Eleven Million Nine Hundred Three Thousand Three Hundred Pesos (PhP11,903,300.00)*.

2.2. The source of funding is *2023 National Expenditure Program*.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **4<sup>th</sup> Floor Room 410, Executive Building Center 369 Sen. Gil J. Puyat Ave., cor. Makati Ave., Makati City** and/or through videoconferencing/webcasting } as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

**IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- a. Payment of the contract price shall be made in *Philippine Pesos*.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

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

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.



- 19.4. The Project shall be awarded as follows one Project having one lot that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Procurement of Human Resource Service Provider for the Administrative Support and General Services Personnel for C.Y. 2023</i></li> <li>b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Subcontracting is not allowed</i>
12	No further instructions
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>Two Hundred Twenty-Seven Thousand Three Hundred Thirty-Seven and 20/100 Pesos (₱227,337.20)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>Five Hundred Sixty-Eight Thousand Three Hundred Forty-Three Pesos (₱568,343.00)</i> if bid security is in Surety Bond.</li> </ul>
19.3	No further instructions.
20.2	Please see attached Terms of Reference (TOR).
21.2	Please see attached TOR.

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered and rendered to the CIAP Offices in Makati and Cavite. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>the End-User of the Project – Administrative, Financial and Management Division</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. all other requirements stipulated in the attached Terms of Reference.</li> </ol> <p>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.</p>



**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 and other components 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 spare parts or components for the Goods for a period of duration of the contract.

**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.

**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 available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

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.

**Intellectual Property Rights –**

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.

2.2	The terms of payment shall be as specified in the TOR.
4	Please refer to the attached TOR.

## ***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.

*Please refer to the requirements of the Terms of References, including its Annexes*

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

# Technical Specifications

*Bidders must state either “Comply” or “Not Comply” against each of the individual parameters of each Specification (or state/write/encode beside each paragraph of each section of the TOR and sign in on the conforme page of the TOR) 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 Bidder's 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 applicable laws and issuances.*



## **TERMS OF REFERENCE**

### **Procurement of Human Resource Service Provider for the Administrative Support and General Services Personnel for C.Y. 2023**

#### **I. Background**

The Construction Industry Authority of the Philippines (CIAP) is the central authority in the Philippine construction industry in the forefront of construction industry policy and program formulation, development and implementation. The CIAP and its implementing Boards are the frontrunners in spearheading various initiatives for the growth of the construction Industry, through regulation, human resource capacity building, dispute resolution and domestic and overseas program development.

To provide support in the attainment of the CIAP's Vision and Mission and to properly delivery the agency's mandates, the CIAP seeks to enter into an outsourcing agreement with private and qualified manning agency for the supply and provision of competent administrative and general services personnel.

#### **II. Scope of Work**

Pursuant to the terms and conditions of the Contract, the winning Human Resource service provider/contractor shall provide the administrative support and general services personnel enumerated in Annex "A" for deployment in workstations to be determined by the CIAP and scheduled shift of Monday to Friday, at a minimum of eight (8) hours of daily service during the period/duration indicated for each position.

Contract duration is from the Notice to proceed to December 2023, which may be subject for monthly renewal until a new service provider/contractor is engaged for the following year without need of judicial action by giving thirty (30) calendar days prior Written Notice to that effect to the Contractor, which hereby agrees by the decision of CIAP.

#### **III. Duties and Responsibilities**

##### *A. Human Resource Service Provider / Contractor*

1. Ensure compliance with relevant issuances of Department of Labor and Employment (DOLE), Social Security System (SSS), Pag-IBIG, Bureau of Internal Revenue (BIR), PhilHealth, and the revised Implementing Rules and Regulations (IRR) of the Republic Act No. 9184.
2. Provide CIAP with requested documents to verify the identity of the contractual employees to be assigned to CIAP.
3. Allow CIAP to refer, screen applicants, and recommend the best suited candidate to the position subject to the documentary requirements of the Service Provider/Contractor.
4. The Service Provider/Contractor in coordination with CIAP shall require to conduct personnel selection and recruitment procedure for required services.
5. The personnel should shall undergo drug test, and must be free or negative from any prohibited drugs (i.e. methamphetamine hydrochloride (shabu) and cannabis).



Assigned personnel must pass the medical examinations and submit results thereof. No apprenticeship shall be allowed.

6. Submit to CIAP-Administrative, Financial and Management Division (AFMD) within five (5) calendar days of every month a statement signed by the Service Provider/Contractor's duly authorized representative that it has paid all wages, salaries, compensation and other benefits of the employees assigned to CIAP for services rendered during the immediately preceding month, and that such payments are in accordance with the requirements of law. The CIAP shall in no case be liable for any interest penalty or for delayed payments of the remittances.
7. Have the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures.
8. Assume full responsibility and undertake to reimburse the CIAP for any loss, damage, or injury caused to the CIAP or its employee's properties or premises, arising from or occasioned by the employee's act or omission.
9. Take necessary precaution and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage or loss to the persons and property and shall at all times save the CIAP from any claim for damage arising therefrom.
10. Comply with its obligation as employer imposed by the labor laws and other social legislations
11. Adhere to the basic reportorial requirements of CIAP such as, but not limited to semi-monthly statements of account, accompanied by certified true copy of semi-monthly payroll including applicable deductions and photocopies of the breakdown and official receipts of personnel's mandatory contribution to SSS, PhilHealth and Pag-IBIG, as well as the withholding taxes to BIR.
12. Designate in-house coordinator/s to perform the following but not limited to collate and submit semi-monthly payroll documents, and delivery of monthly/quarterly/semesterly cleaning supplies.
13. Ensure complete approval of documentary requirements including all supporting documents for semi-monthly statements of account.
14. Ensure that all its personnel follow the office rules and regulations of CIAP.
15. Require all its employees to be in proper office attire prescribed by CIAP. Complete identification cards applicable for required services, which shall be worn during working hours and at all times within the CIAP office premises.
16. Pay the overtime services rendered by the personnel so long as an authority to render overtime services is properly accomplished by the personnel and approved by the respective office head where he/she is assigned.
17. Furnish a copy of the duly executed contract of all assigned employees.
18. Maintain a satisfactory level of performance throughout the duration of the contract based on a prescribed set of performance criteria:
  - a. Quality of service delivered;

- b. Time management;
- c. Management and suitability of personnel;
- d. Contract administration and management; and
- e. Provision of regular progress reports.

19. Upon the request of the CIAP, the contractor shall provide additional manpower in case of special projects and/or events chargeable against the account of CIAP. The billing of the occasionally manpower should be separated from the regular billing

*B. Construction Industry Authority of the Philippines*

The CIAP shall perform the following duties and responsibilities

1. Refer applicants subject to the screening process of the service contractor.
2. Give direct instructions to the personnel assigned to CIAP during their term of duty; however, providing such direct instructions shall not relinquish the power of the Human Resource Service Provider as the employer of the said personnel.
3. Require change of personnel in case of individual work performance of respective support personnel concerned fall below project/work activity expectations, and those who may be found lacking in competence, honesty, integrity or whose continued employment may be deemed prejudicial to the interest of the CIAP.
4. Provide relevant documents needed by the Service Provider/Contractor to warrant the personnel's deployment, if necessary and as deemed appropriate and justifiable.
5. Pay the winning bidder in accordance with the conditions set forth in this Terms of Reference.
6. Through the AFMD-Personnel Section, provide the work schedule of the personnel to be assigned to the CIAP prior deployment.
7. Facilitate registration of deployed personnel to the building and CIAP access security systems and email network, as necessary.

Miscellaneous provisions as indicated in Annex "B" forms part of this Terms of Reference and should be complied with accordingly.

**IV. Qualifications of Human Resource Service Provider / Contractor**

The qualifications of the Human Resource Service Provider / Contractor are as follows:

1. Must be engaged in the business for at least five (5) years.
2. Must be a duly licensed and registered Service Contractor in accordance with Department of Labor and Employment (DOLE) Department Order No. 18-A, series of 2011, and other existing relevant regulations. The Service Contractor shall submit Compliance Certificate/Clearance from the DOLE and National Labor Relations Commission Certificate.
3. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).

4. Must be duly registered with the BIR.
5. Must be an active employer with the following agencies: (i) SSS, (ii) Pag-IBIG, and (iii) PhilHealth
6. Must present a Certificate of Satisfactory Service from at least three (3) government agencies and private corporations, with whom the Service Contractor has a past or ongoing contract from the last five (5) years.

The pertinent documents to support the above-mentioned qualifications shall be submitted by the lowest/single calculated bidder during the post-qualification, which is within five (5) calendar days from the date of receipt of Notice of Lowest/Single Calculated Bid as read.

#### **V. Other Requirements**

The following pertinent documents shall be submitted by the winning bidder/service provider/contractor within 15 calendar days from the contract effectivity:

1. Proof of paid remittances from the following government agencies: SSS, PhilHealth, Pag-IBIG and BIR in the form of a certification issued by the said agencies within the last six (6) months from the date of notice to proceed.
2. Curriculum Vitae of the personnel to be assigned to PCC with the following information and supporting documents:
  - a. Resume / Biodata with recent photo
  - b. Diploma and other school credentials (e.g. Transcript of Records)
  - c. Appropriate and relevant trainings / certifications
  - d. Previous work experience with Certificate of Employment
3. Undertaking to pay their personnel the prescribed benefits pursuant to applicable laws, rules and regulations.

#### **VI. Approved Budget for the Contract**

The Approved Budget for the Contract (ABC) is **Eleven Million Three Hundred Sixty-Six Thousand Eight Hundred Sixty Pesos (PhP11,366,860.00)**, inclusive of the total personnel cost covering direct labor costs, and mandatory contributions due to concerned government agencies for the services rendered by the personnel deployed by the Service Provider, administrative costs and all applicable government taxes.

The ABC is also inclusive of the cost of overtime services, which shall not exceed ten percent (10%) of the total personnel cost and shall be charged accordingly in a separate billing statement.

The contract price shall not be increased during the effectivity of this Contract unless in compliance with law or any applicable decree that is due to wage increase.

The stipulated Contract Price shall be proportionately reduced in the event that the Contractor fails to provide and assign the required number of personnel specified herein.

The reduction in Contract Fee for the period will be the wage/salary rate of absent personnel.

The percentage of the administrative cost specified in the submitted Bid proposal shall remain constant during contract duration, which means there shall be no increase in the said percentage of administrative cost even if a new wage order is effected during contract duration.

Schedule of Prices as indicated in Annex "C" of this Terms of Reference.

## **VII. Payment Scheme**

1. Payment shall be made on the monthly basis.
2. The reduction on Contract Fee for the period will be the wage/salary rate of absent personnel.
3. Prior to the release of the monthly payment, the Contractor shall submit the following documents:
4. An affidavit that the salaries and allowances of its personnel in the CIAP for that period being collected had been paid in accordance with all existing labor laws.
5. A copy of the Official Receipt and certified true copy of representing payment for the monthly/quarterly for premium payments and loan remittances of SSS, Pag-Ibig, Philhealth.
6. A copy of Payroll and Pay-slip duly signed by its Clerical personnel.
7. The monthly billing shall be submitted to the CIAP every first (1<sup>st</sup>) working day of the following month.
8. All payments shall be subject to existing budgeting, accounting and auditing rules and regulations.

## **VIII. Employee – Employer Relationship**

1. It is expressly understood and acknowledge that this Contract shall not in any way be constructed as creating/establishing an employee-employer relationship between the Contractor and the CIAP and personnel assigned by the Contractor in this project.
2. The CIAP shall not in any way be held liable and/or responsible for any personnel assigned in this project contracted for, except for such injury, death or damage caused by willful act, negligence or fault, of the CIAP, its officers and employees in which case, he/she will be directly and personally be liable and/or accountable therefore. Further, the Contractor shall be solely liable or responsible for the enforcement of and compliance with all existing laws and rules particularly with respect to the Labor Code of the Philippines and all other labor and social laws.
3. The Procuring Entity reserves the right to recommend to the winning bidder the retention/absorption of its existing personnel for Clerical services.
4. The Procuring Entity reserves the right to add and reduce number of required Personnel.

5. The Contractor shall endeavor to adopt ATM-based payroll remittance system to its personnel.

**IX. Liquidated Damages**

If the contractor fails to deliver any or all of the goods and/or to perform the services within the period specified in this contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. Pursuant to the Section 68 of the RIRR of RA 9184. The maximum deduction shall be ten percent (10%) of the amount of the contract. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

Prepared by:

*Original Copy Signed*  
**PRESCELA T. MARQUEZ**  
Administrative Officer IV, AFMD

Reviewed by:

*Original Copy Signed*  
**RUFINO H. TIVIDAD**  
Chief Administrative Officer, AFMD

Approved by:

*Original Copy Signed*  
**DORIS U. GACHO**  
Executive Director-in-Charge, CIAP

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**CONFORME:**

\_\_\_\_\_  
Name and Signature of Service Provider / Name of Agency Represented

\_\_\_\_\_  
PhilGEPS Registration Number

\_\_\_\_\_  
Tax Identification Number

## Annex "A"

### Administrative Support and General Services Personnel (Scope of Work)

Board / Division	Number of Personnel	Salary Scale	Position
Policy and Program Coordination and Monitoring Division	1	6	Administrative Aide VI
Administrative, Financial and Management Division	2	8	Administrative Assistant II
	1	6	Administrative Aide VI
	2	4	Administrative Aide IV
	4	2	Administrative Aide II
Construction Industry Arbitration Commission	2	8	Administrative Assistant II
	1	6	Administrative Aide VI
	2	4	Administrative Aide IV
	3	2	Administrative Aide II
Construction Manpower Development Foundation	2	8	Administrative Assistant II
	2	4	Administrative Aide IV
Philippine Contractors Accreditation Board	1	8	Administrative Assistant II
	3	7	Administrative Assistant I
	3	6	Administrative Aide VI
	4	4	Administrative Aide IV
Commission on Audit	1	8	Administrative Assistant II
	1	4	Administrative Aide IV
<b>TOTAL</b>		<b>35</b>	

### Summary

Salary Scale	Position/Description	Number
2	Administrative Aide II	7
4	Administrative Aide IV	11
6	Administrative Aide VI	6
7	Administrative Assistant I	3
8	Administrative Assistant II	8
	<b>Total</b>	<b>35</b>

## Qualifications and Duties and Responsibilities

Position	Salary Grade Level	Qualifications	Duties and Responsibilities
Administrative Aide II	2	<p><b>-Education:</b> At least College level/Completion of two (2) years studies in College.</p> <p><b>-Experience:</b> None required</p> <p><b>-Training:</b> None required</p> <p>-Has good communication skills. -Knowledgeable in basic computer operation.</p>	<p><b>Performs general office duties such as:</b></p> <p>-Receiving, recording, and releasing internal/external letters, memoranda, and other related official documents.</p> <p>-Filing, organizing, and maintaining of internal and external official documents.</p> <p>-Provides clerical assistance for staff and Division.</p> <p>-Perform other task that may be assigned by the Supervisor.</p>
Administrative Aide IV	4	<p><b>-Education:</b> College level/Graduate of any four (4) year course</p> <p><b>-Experience:</b> At least one (1) year relevant experience</p> <p><b>-Training:</b> None required</p> <p>-Has good communication skills. -Computer literate</p>	<p>-Performs administrative assistance to the Division assigned.</p> <p>-Prepare correspondences; Facilitate information dissemination within the office; Answer telephone calls/queries; Sorts/indexes and file correspondences, records and other documents; Maintain a complete file of records and documents; Perform simple data consolidation/reports generation.</p> <p>-Perform other task that maybe assigned by the Supervisor.</p>
Administrative Aide VI	6	<p><b>-Education:</b> College level/Graduate of Bachelor's Degree of any course</p> <p><b>-Experience:</b> At least two (2) years relevant work experience either from government or private sector.</p> <p><b>-Training:</b> None required</p> <p>-Has good communication skills. -Computer literate</p>	<p>-Performs technical assistance to the Division assigned.</p> <p>-Undertakes services: records and releases incoming and outgoing documents; Updates the Data Tracking System; Prepares correspondences, reports and other documents; Assist in filing/organizing/maintaining of files/records/documents; Makes and answer telephone calls, direct call and responds to inquiries as needed.</p> <p>-Perform other task that maybe assigned by the Supervisor.</p>
Administrative Assistant I	7	<p><b>-Education:</b> Graduate of Bachelor's Degree relevant to the job.</p> <p><b>-Experience:</b> At least two (2) years relevant work experience from government or private sector.</p> <p><b>-Training:</b> None required</p> <p>-Has good communication skills. -Computer literate</p>	<p><b>Performs a wide range of technical task:</b></p> <p>-Technical skills in writing and communication; Assist in the conduct of meetings, programs, or project; Prepares and edits correspondences, reports and presentations; Makes and answer telephone calls and direct such to the concerned office personnel.</p> <p>-Undertake research work analysis on research reports on the assigned task</p> <p>-Perform other task that maybe assigned by the Supervisor.</p>
Administrative Assistant II	8	<p><b>-Education:</b> Graduate of Bachelor's Degree relevant to the job.</p>	<p><b>Performs a wide range of technical task:</b></p> <p>-Technical skills in writing and communication; Assist in the conduct of meetings, programs, or</p>

	<p><b>-Experience:</b> At least two (2) years relevant work experience from government or private sector.</p> <p><b>-Training:</b> None required</p> <p>-Civil Service eligible -Has good communication skills. -Computer literate</p>	<p>project; Prepares and edits correspondences, reports and presentations; Makes and answer telephone calls and direct such to the concerned office personnel.</p> <p>-Undertake research work analysis on research reports on the assigned task</p> <p>-Perform other task that maybe assigned by the Supervisor.</p>
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## **Annex "B"**

### **Miscellaneous Provision**

- a. The CIAP shall monitor the performance of the Contractor and decide on all questions which may arise on the quality of the service rendered, the capability, competence and readiness of the Contractor to perform its duties.
- b. The Contractor shall at all times, be directly responsible for the acts of conducts of the personnel under its employ, for their salaries or wages or compensation and other benefits provided for under existing and applicable labor law.
- c. Non-compliance with the minimum wage and other labor and social legislation shall be ground for termination of the agreement.
- d. Any damage to the systems facilities and equipment of the CIAP due to theft/pilferage or damage due to negligence directly or indirectly caused by the Contractor or its personnel shall be immediately repaired/restored/replaced by the Contractor for its account.
- e. The Contractor shall indemnify the CIAP and its personnel and other persons who might suffer physical injuries, loss or any other form of damages as a result of the Contractor's negligence or violation of this Contract.
- f. The Contractor shall allocate a monthly revolving fund of ₱5,000.00 for a contract-related emergency expenses of the CIAP.
- g. It is understood that failure/delay of the CIAP to demand strict compliance with any and all of the terms of the Contract shall not be considered as waiver off the enforcement of its rights in connection therewith.
- h. The Contractor agrees and obligates to finally and unconditionally abide the decision of the CIAP on the interpretation or construction of any item, condition or stipulation contained in this Contract, including its implementation.
- i. The Contractor agrees and obligates to hold the CIAP free and harmless from any and all actions, suits, damages and claims which may be brought or instituted by any party whomsoever by reason of this Contract and/or its implementation, the non-observance or non-performance by the Contractor of its obligation under any rules, regulations, ordinance or law, or any of the covenants herein stipulated.
- j. The Contractor shall not assign or sub-contract the service or any portion thereof covered by the Contract without the written approval by the CIAP.
- k. The Contractor and its personnel shall at all times comply with all the safety and security regulations of the CIAP.
- l. The Contractor shall not during the term of Contract disclose to any third party any information as to the state of affairs or business of the CIAP which has come to knowledge of Contrary by reason of this Contract.
- m. Any action between CIAP and the Contractor in connection with or relating to the Contractor shall be brought to the proper courts in the City of Makati, Philippines.
- n. The Bid Documents shall part of this Contract.

### Annex "C"

PRICE SCHEDULE FOR HUMAN RESOURCE SERVICES						
Grade Level	2	4	6	7	8	9
(a) No. of days rendered	5 days	5 days	5 days	5 days	5 days	5 days
(b) No. of days per year	261 days	261 days	261 days	261 days	261 days	261 days
(c) No. of regular working hours per day	8 work hours	8 work hours	8 work hours	8 work hours	8 work hours	8 work hours
(d) Daily Wage	P649.51	P732.22	P827.11	P879.67	P936.91	P999.99
<b>Monthly Payment to be Paid Directly to Employees</b>						
(e) Basic Pay	P 14,126.84	P 15,925.79	P 17,989.64	P 19,132.82	P 20,377.79	P 21,749.78
(f) Service Incentive Leave Pay	P 270.63	P 305.09	P 344.63	P 366.53	P 390.38	P 416.66
(g) 13 <sup>th</sup> Month Pay	P1,177.24	P 1,327.15	P 1,499.14	P 1,594.40	P 1,698.15	P 1,812.48
<b>Subtotal</b>	<b>P 15,574.71</b>	<b>P 17,558.03</b>	<b>P 19,833.41</b>	<b>P 21,093.75</b>	<b>P 22,466.32</b>	<b>P 23,978.93</b>
<b>Amount Payable to the Government</b>						
(h) SSS Premium	P1,232.50	P1,360.00	P1,572.50	P1,657.50	P1,912.50	P1,870.00
(i) PhilHealth Contribution	P317.85	P358.33	P404.77	P430.49	P458.50	P489.37
(j) Pag-IBIG Contribution	P100.00	P100.00	P100.00	P100.00	P100.00	P100.00
(k) ECC Premium	P10.00	P30.00	P30.00	P30.00	P30.00	P30.00
<b>Subtotal</b>	<b>P1,660.35</b>	<b>P1,848.33</b>	<b>P2,107.27</b>	<b>P2,217.99</b>	<b>P2,501.00</b>	<b>P2,489.37</b>
(l) <b>Total Amount Due to Employees and Government</b>	<b>P17,325.06</b>	<b>P19,406.36</b>	<b>P21,940.68</b>	<b>P23,311.74</b>	<b>P24,967.32</b>	<b>P26,468.30</b>
(ll) Administrative Overhead and Margin Percentage Administrative Cost ((l) x (ll))						
(lll) Value Added Tax ((ll) x 12% VAT)						
(IV) <b>Monthly Contract Rate per Employee</b>						
(V) Number of Personnel	7	11	6	3	8	0
(VI) Total Contract Rate for 12 months (est.: January to December 2023)						
<b>TOTAL BID PRICE</b>						

## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**Other documentary requirements under RA No. 9184 (as applicable)**

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

