

5.1	Have completed, within the last five (5) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC, or two similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to contracts involving supply of manpower services that include janitorial and/or general support services.	
5.2	Must be duly registered with the Department of Labor and Employment (DOLE).	
5.3	Must be duly registered with the Bureau of Internal Revenue (BIR).	
5.4	Must be duly registered with the Securities and Exchange Commission (SEC) or the Department of Trade and Industry (DTI) for sole proprietorship.	
5.5	Must be duly registered with PhilGEPS.	
5.6	Must be an active employer registered with the following agencies: 1) Social Security System (SSS); 2) Home Development Mutual Fund (PagIBIG Fund); and 3) Philippine Health Insurance Corporation (PhilHealth).	
6	Manpower requirement of 109 personnel (as of 15 May 2018), consisting of:	
6.1	1) Technical personnel (62)	
6.1.1	- Sr. Engineer (3)	
6.1.2	- Environmental Engineer (1)	
6.1.3	- Architect (1)	
6.1.4	- Jr. Architect (1)	
6.1.5	- Resident Engineer (3)	
6.1.6	- Sr. Site Engineer (1)	
6.1.7	- Site Engineer (1)	
6.1.8	- Jr. Engineer (11)	
6.1.9	- Office Engineer (2)	
6.1.10	- Geodetic Engineer/Survey Party Chief (1)	
6.1.11	- Survey Technician/ Instrument Man (1)	
6.1.12	- Cartographer/ CAD Operator (1)	
6.1.13	- Survey Aide (2)	
6.1.14	- Sr. Financial Analyst (1)	
6.1.15	- Budget Analyst (1)	
6.1.16	- Sr. Project Development Officer (1)	
6.1.17	- Project Development Officer/Exec. Sec. (1)	
6.1.18	- Project Development Officer III (5)	
6.1.19	- Sr. Administrative Officer (1)	
6.1.20	- Project Development Officer II (2)	

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6.1.21	-	Project Development Officer I (6)	
6.1.22	-	Security Officer (2)	
6.1.23	-	Marketing Associate (2)	
6.1.24	-	Sr. Command Center Operator (2)	
6.1.25	-	Command Center Operator (3)	
6.1.26	-	Liaison Officer (3)	
6.1.27	-	Social Development Assistant (1)	
6.1.28	-	Nurse (1)	
6.1.29	-	Tour Guide Supervisor (1)	
6.2	2)	Administrative and clerical personnel (47)	
6.2.1	-	Transcriptionist (1)	
6.2.2	-	Process Server/Docket Officer (2)	
6.2.3	-	Support/Help Desk Technician (1)	
6.2.4	-	Premises/Transportation Supervisor (2)	
6.2.5	-	Technical Assistant (3)	
6.2.6	-	Sr. Administrative Assistant (4)	
6.2.7	-	Administrative Assistant (6)	
6.2.8	-	Liaison Assistant (5)	
6.2.9	-	Media Production Assistant (1)	
6.2.10	-	Records Clerk (2)	
6.2.11	-	Procurement Clerk (1)	
6.2.12	-	Administrative Clerk (7)	
6.2.13	-	Office/Field Personnel (9)	
6.2.14	-	Administrative Assistant/Receptionist (1)	
6.2.15	-	Reproduction Machine Operator/Messenger (2)	
7		Working days/hours	
8.1	1)	The following personnel shall render eight (8) hours of work daily, six (6) days a week, except on legal holidays and the personnel's designated rest day:	
8.1.1	-	Tour Guide Supervisor	
8.1.2	-	Administrative Assistant/Receptionist	
8.2	2)	The following personnel shall render eight (8) hours of work daily, five (5) days a week, from Mondays to Fridays (generally, unless otherwise requested), twenty-two (22) working days in a month, except on legal holidays and the personnel's designated rest days:	
8.2.1	-	Sr. Engineer	
8.2.2	-	Environmental Engineer	
8.2.3	-	Architect	
8.2.4	-	Jr. Architect	
8.2.5	-	Resident Engineer	
8.2.6	-	Sr. Site Engineer	
8.2.7	-	Site Engineer	
8.2.8	-	Jr. Engineer	
8.2.9	-	Office Engineer	
8.2.10	-	Geodetic Engineer/Survey Party Chief	

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8.2.11	- Survey Technician/ Instrument Man	
8.2.12	- Cartographer/ CAD Operator	
8.2.13	- Survey Aide	
8.2.14	- Sr. Financial Analyst	
8.2.15	- Budget Analyst	
8.2.16	- Sr. Project Development Officer	
8.2.17	- Project Development Officer/Exec. Sec.	
8.2.18	- Project Development Officer III	
8.2.19	- Sr. Administrative Officer	
8.2.20	- Project Development Officer II	
8.2.21	- Project Development Officer I	
8.2.22	- Security Officer	
8.2.23	- Marketing Associate	
8.2.24	- Sr. Command Center Operator	
8.2.25	- Command Center Operator	
8.2.26	- Liaison Officer	
8.2.27	- Social Development Assistant	
8.2.28	- Nurse	
8.2.29	- Transcriptionist	
8.2.30	- Process Server/Docket Officer	
8.2.31	- Support/Help Desk Technician	
8.2.32	- Premises/Transportation Supervisor	
8.2.33	- Technical Assistant	
8.2.34	- Sr. Administrative Assistant	
8.2.35	- Administrative Assistant	
8.2.36	- Liaison Assistant	
8.2.37	- Media Production Assistant	
8.2.38	- Records Clerk	
8.2.39	- Procurement Clerk	
8.2.40	- Administrative Clerk	
8.2.41	- Office/Field Personnel	
8.2.42	- Reproduction Machine Operator/ Messenger	
8.3	3) Only the actual number of workdays and man-hours spent shall be used for billing purposes.	
8.4	4) Working days of additional manpower shall be determined depending on the need of BCDA.	
9	Rates per service personnel (@22 days/mo. except for Tour Guide Supervisor and Admin. Assistant/Receptionist @ 26 days/mo.):	
9.1	1) Sr. Engineer – Php 70,466.00	
9.2	2) Environmental Engineer – Php 57,662.00	
9.3	3) Architect – Php 32,692.00	
9.4	4) Jr. Architect – Php 24,332.00	
9.5	5) Resident Engineer – Php 41,690.00	
9.6	6) Sr. Site Engineer – Php 32,692.00	
9.7	7) Site Engineer – Php 28,952.00	
9.8	8) Jr. Engineer – Php 24,332.00	
9.9	9) Office Engineer - Php 24,332.00	

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9.10	10) Geodetic Engineer/Survey Party Chief – Php 57,662.00	
9.11	11) Survey Technician/Instrument Man – Php 41,690.00	
9.12	12) Cartographer/CAD Operator – Php 32,692.00	
9.13	13) Survey Aide – Php 24,332.00	
9.14	14) Sr. Financial Analyst – Php 57,662.00	
9.15	15) Budget Analyst – Php 41,690.00	
9.16	16) Sr. Project Development Officer –Php 70,466.00	
9.17	17) Project Development Officer III/Executive Secretary – Php 57,662.00	
9.18	18) Project Development Officer III – Php 57,662.00	
9.19	19) Sr. Administrative Officer – Php 57,662.00	
9.20	20) Project Development Officer II – Php 41,690.00	
9.21	21) Project Development Officer I – Php 32,692.00	
9.22	22) Security Officer – Php 41,690.00	
9.23	23) Sr. Command Center Operator – Php 28,952.00	
9.24	24) Command Center Operator – Php 24,332.00	
9.25	25) Marketing Associate – Php 24,332.00	
9.26	26) Liaison Officer – Php 28,952.00	
9.27	27) Social Development Assistant – Php 24,332.00	
9.28	28) Nurse – Php 18,546.00	
9.29	29) Tour Guide Supervisor – Php 17,290.00	
9.30	30) Transcriptionist – Php 24,332.00	
9.31	31) Process Server/Docket Officer – Php 24,332.00	
9.32	32) Support/Help Desk Technician – Php 18,546.00	
9.33	33) Premises/Transportation Supervisor – Php 18,546.00	
9.34	34) Technical Assistant – Php 24,332.00	
9.35	35) Sr. Administrative Assistant – Php 24,332.00	
9.36	36) Administrative Assistant – Php 18,546.00	
9.37	37) Liaison Assistant – Php 18,546.00	
9.38	38) Media Production Assistant – Php 18,546.00	
9.39	39) Records Clerk – Php 18,546.00	
9.40	40) Procurement Clerk – Php 18,546.00	
9.41	41) Administrative Clerk – Php 14,630.00	
9.42	42) Office/Field Personnel – Php 14,630.00	
9.43	43) Administrative Assistant/Receptionist – Php 17,290.00	
9.44	44) Reproduction Machine Operator/Messenger – Php 13,904.00	
10	The daily minimum wage rate as determined by the Regional Tripartite Wages Board and Productivity Board having jurisdiction over the area of operation shall be the benchmark for wages, where applicable.	
11	Work authorized to be performed by personnel during legal holidays and rest days shall be compensated in	

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	accordance with the existing provisions of the Labor Code.	
10	Services rendered beyond the required number of hours per day shall be considered overtime work subject to overtime pay.	
11	The Contractor shall ensure and guarantee that the salaries and benefits of its personnel deployed in BCDA are properly paid on time in accordance with law. The Contractor shall acknowledge the right of BCDA to conduct payroll audit at any given time during the contract period.	
12	The Contractor shall provide and advance the release of per diem of concerned personnel in case of approved local travels outside of their place of assignment, which shall not be subject to administrative fee. The cost appurtenant thereto shall be included in the billing statement to be charged to BCDA with the duly approved travel order from BCDA attached therein.	
13	The daily wages shall be adjusted correspondingly if any law, order, rule or regulation is promulgated or issued increasing the minimum wage, if applicable, or providing for payment of additional employee benefits.	
14	The Contractor shall comply with the laws governing employee's compensation, PhilHealth, Social Security System, PagIBIG Fund, and labor standards, and other laws, rules and regulations of employment.	
15	The Contractor shall issue a payslip to every payday detailing the salaries received and all deductions due to each personnel.	
16	The Contractor, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national and local laws. It shall comply with the rules and regulations of regulatory authorities and commissions. Relative thereto, the Contractor shall be required to apply for the renewal of its Certificate of Registration thirty (30) days before the expiration of its registration with DOLE if said registration will expire within the contract period. It shall submit to BCDA a certification from the DOLE that its application is in process.	
17	The Contractor shall assume full responsibility for any claim that its personnel may make by reason of their employment and in case of accident, injury or illness incurred in the line of duty.	
18	The Contractor shall ensure that, in case of absences, relievers and/or replacements with the same qualifications and/or competence as required by	

	BCDA are available at all times to ensure continuous and uninterrupted service.	
19	BCDA shall inform the Contractor if any of its personnel has not been performing satisfactorily, has been remiss in the performance of his/her duties and/or has been found liable for committing acts detrimental to BCDA and/or the latter's Project/s, and following due process, the Contractor shall cause the replacement of the subject personnel at any time if he/she has been found guilty of such. BCDA may request the Contractor to assign/deploy such additional number of personnel as may be necessary or warranted.	
20	The Contractor shall consider the minimum qualification standards and level of competence required by BCDA for the services to be performed in the hiring of personnel to be assigned at BCDA. However, the Contractor may hire the present personnel performing manpower services for BCDA.	
21	The Contractor shall answer for and indemnify BCDA for the cost of any damage to or loss of BCDA's property which is due or sustained through the fault or negligence of its personnel.	
22	The Contractor's personnel shall abide by BCDA's policies, rules and regulations.	
23	The Contractor and its personnel shall hold and maintain confidential all information which may come into their possession or knowledge in connection with the performance of the services, and not make use thereof other than for the performance of the services under the Service Agreement or as mandated by BCDA. The confidentiality obligation of the Contractor and its personnel shall remain effective even beyond the termination of the Service Agreement, within reason and as provided for by law.	
24	The Contractor's personnel shall submit themselves to all security and safety protocols of BCDA.	
25	The Contractor shall not charge BCDA administrative fee for any non-regular/non-statutory benefits it may grant its personnel, whether given in monetary or non-monetary form.	
26	The Contractor shall provide a dedicated representative/coordinator who shall be on-call to address all concerns regarding the deployment of its personnel to BCDA.	
27	Nothing herein shall be construed as establishing an employer-employee relationship between BCDA and the Contractor and the latter's employees who will be assigned to BCDA. The Contractor shall at all times	

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	be personally and directly responsible for the personnel under its employ.	
28	Performance of the Contractor shall be subject to an appraisal system to be administered quarterly and shall have the composite valuation of the different departments of BCDA. The performance criteria shall include, among others, the following: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports.	
29	Based on the assessment, BCDA may pre-terminate the contract for failure by the Contractor to perform its obligations, in line with the Guidelines on Termination of Contracts (Annex I of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184).	
30	Billings	
30.1	Billings shall be submitted semi-monthly within seven (7) days from cut-off date. The cut-off date shall be as follows:	
30.1.1	- Every 5 <sup>th</sup> day of the succeeding month	
30.1.2	- Every 20 <sup>th</sup> day of the month	
30.2	Billings shall be based on the actual number of days worked during billing period and shall include legal holidays with corresponding items of payments.	
30.3	Except for justifiable reasons, billing shall be paid within fifteen (15) working days from date of receipt by BCDA provided all documentary requirements are complete.	
30.4	BCDA has the right to make the necessary deductions from the claims of the Contractor and/or the bond posted by the Contractor for the purpose by reason of non-payment or refusal by the Contractor to pay the salaries, allowances and other dues to the service personnel on time at prescribed rates provided herein and in pertinent laws.	
31	The Contractor shall submit on a monthly basis certified true copies of proofs of payment of all its obligations under the provisions of the SSS Law, Employees Compensation Act, PhilHealth, PagIBIG Fund, and other pertinent statutes presently in force and effect.	
32	The Contractor shall make arrangements with any reputable Philippine commercial bank to provide ATM services to its personnel through which payment of the personnel's wages shall be coursed through.	
33	Major components of the bid price:	
33.1	a) Direct Labor Cost, which includes the following:	

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33.1.1	- Basic pay for eight (8) hours work per day;	
33.1.2	- Five-day Incentive Leave Pay; and	
33.1.3	- 13 <sup>th</sup> Month Pay.	
33.2	b) Remittances/Contributions to Government Institutions:	
33.2.1	- SSS Premium contributions;	
33.2.2	- PhilHealth contributions;	
33.2.3	- Pag-IBIG Fund contributions;	
33.2.4	- Employees Compensation Commission (ECC); and	
33.2.5	- Others as mandated by applicable laws.	
33.3	c) Taxes and allowance for profit.	
33.3.1	- 12% E-VAT as mandated by law; and	
33.3.2	- Administrative fee of not less than ten percent (10%) of the total contract cost allowed under Section 7 (b).ii of DOLE Department Order No. 174, s. 2017.	
34	The Contractor shall post in favor of BCDA a bond equivalent to the total labor cost for one (1) month for all personnel under the contract, which will answer for the wages due the personnel assigned should the Contractor fail to pay the same.	

**I hereby certify to comply with all the above technical specifications.**

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

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

\_\_\_\_\_  
Date

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## Draft Service Agreement

### THE PUBLIC IS INFORMED:

This AGREEMENT is executed between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, a government instrumentality vested with corporate powers created by virtue of Republic Act (RA) No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and Chief Executive Officer, **VIVENCIO B. DIZON**, who is duly authorized for this purpose under No. 155, Page 25 of the BCDA Revised Manual of Approval dated 22 November 2017, a copy of which is attached hereto as Annex "A", hereinafter referred to as the "BCDA";

-and-

\_\_\_\_\_, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented herein by its President/COO, \_\_\_\_\_, duly authorized for this purpose as evidenced by the Secretary's Certificate issued on \_\_\_\_\_, a certified true copy of which is hereto attached as Annex "B" and made an integral part hereof, hereinafter referred to as the "CONTRACTOR".

BCDA and the CONTRACTOR shall be referred to individually as "Party" and collectively as "Parties".

### ANTECEDENTS:

The **CONTRACTOR**, duly registered with Certificate of Registration No. \_\_\_\_\_ issued by Department of Labor and Employment (DOLE) Regional Office No. \_\_\_\_ on \_\_\_\_\_, is an independent service provider with substantial capital, equipment, and expertise, primarily engaged in the business providing manpower services.

**BCDA** needs a **CONTRACTOR** to provide manpower for (*general support services, including janitorial, estate management and maintenance services, and driving services / technical services and administrative and clerical services*) for its corporate offices and facilities in Bonifacio Global City and Pamayanang Diego Silang in Taguig City, its field offices for Subic-Clark-Tarlac Expressway (SCTEX)/New Clark City Projects in Pampanga and Tarlac, its staff houses in Camp John Hay, Baguio City and Clarkfield, Pampanga, and Bataan Technology Park in Morong, Bataan.

**BCDA** conducted a bidding for the selection of a **CONTRACTOR** to provide said manpower services.

Upon evaluation of the prequalification documents and bids, the Bids and Awards Committee (BAC) for Goods recommended that the Service Agreement for manpower services (hereinafter referred to as Agreement) be awarded to the **CONTRACTOR** since the proposal submitted by it has been found to be the most favorable and advantageous to **BCDA**.

The **BCDA Board** adopted and approved the recommendation of the BAC for Goods and awarded the contract to the said **CONTRACTOR**.

**NOW, THEREFORE**, for and in consideration of the above premises, the parties hereto agree as follows:

### I. CONTRACT DOCUMENTS

- 1.1 The following documents shall form integral parts of this Agreement as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of the Agreement, or by mutual agreement of both Parties in writing, and by the provisions of relevant laws, codes, ordinances, rules and regulations of the government:

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- Annex "A" - **BCDA's Secretary's Certificate;**
- Annex "B" - **CONTRACTOR's Secretary's Certificate;**
- Annex "C" - **All relevant Bidding Documents;**
- Annex "D" - **Affidavit of Site Inspection;**
- Annex "E" - **CONTRACTOR's Bid, including price and derivation of price per manpower service personnel, list and corresponding prices of supplies, tools and equipment, Eligibility requirements, Technical and Financial proposals and all other documents/statements submitted;**
- Annex "F" - **Performance Security;**
- Annex "G" - **Notice of Award with CONTRACTOR's "Conforme";**
- Annex "H" - **Tax Clearance issued by the Bureau of Internal Revenue (BIR);**
- Annex "I" - **Other pertinent documents as may be required by BCDA and the Commission on Audit (COA);**
- Annex "J" - **Net Financial Contracting Capacity of the CONTRACTOR.**

- 1.2 All contract documents are and shall remain properties of **BCDA**.
- 1.3 All documents which have been or may hereinafter be executed by the Parties shall likewise form integral parts of this Agreement.
- 1.4 It is expressly agreed and understood that in case of conflict between this Agreement and the provisions of the Contract Documents incorporated as forming integral parts hereof, the former shall prevail.

## II. RESPONSIBILITIES OF THE CONTRACTOR

- 2.1 The **CONTRACTOR** shall provide **BCDA** with manpower personnel as specified in Annex "C".  
  
The number of personnel may increase or decrease at any time at the discretion of **BCDA**. **BCDA**, however, may inform the **CONTRACTOR** if any of its personnel has not been performing satisfactorily, has been remiss in the performance of his/her duties and/or has been found liable for committing acts detrimental to **BCDA** and/or the latter's Project/s, and following due process, the **CONTRACTOR** shall cause the replacement of the subject personnel at any time if he/she has been found guilty of such. **BCDA** may request the **CONTRACTOR** to assign/deploy such additional number of personnel as may be necessary or warranted.
- 2.2 In the hiring and assignment of personnel to **BCDA**, the **CONTRACTOR** shall consider the minimum qualification standards and level of competence required by **BCDA** for the services to be performed as provided in this Agreement. The **CONTRACTOR** may hire the present personnel performing manpower services for **BCDA**.
- 2.3 The **CONTRACTOR** shall ensure and guarantee that the salaries and benefits of its personnel deployed to **BCDA** are properly paid on time in accordance with law. The **CONTRACTOR** hereby acknowledges **BCDA's** right to conduct payroll audit at any given time during the contract period.
- 2.4 The **CONTRACTOR** shall provide and advance the release of per diem of concerned personnel in case of local travels outside of their place of assignment which have been approved by **BCDA**. The costs appurtenant thereto, shall not be subject to administrative fees and, shall be included in the billing statement to be charged to **BCDA** with the duly approved travel order from **BCDA** attached therein.
- 2.5 The **CONTRACTOR** shall comply with the laws governing employee's compensation, PhilHealth, Social Security System (SSS), PagIBIG Fund, and labor standards, and other laws, rules and regulations of employment. Relative thereto, the **CONTRACTOR** shall submit, on a monthly basis, certified copies of proof of payments of all its obligations to its personnel assigned to **BCDA** under the provisions of the SSS Law, Employees' Compensation Act, Philhealth and other pertinent statutes.

- 2.6 The **CONTRACTOR** shall make arrangements with any reputable Philippine commercial bank to provide Automated Teller Machine (ATM) services to its personnel through which payment of their salaries and wages shall be coursed through.
- 2.7 The **CONTRACTOR**, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national and local laws. It shall comply with the rules and regulations of regulatory authorities and commissions. Relative thereto, the **CONTRACTOR** is required to apply for the renewal of its Certificate of Registration thirty (30) days before the expiration of its registration with DOLE if said registration will expire within the contract period. It shall submit to **BCDA** a certification from DOLE that its application is in process.
- 2.8 For janitorial services, the **CONTRACTOR** shall provide the required minimum tools, equipment, supplies and materials as specified in Annex "C" which shall be properly accounted for by **BCDA**. Should the industry require higher standards or if the services under this Agreement require such tools, equipment, supplies and materials to ensure better performance, the **CONTRACTOR** shall abide by such requirements. *(for Lot 1 only)*
- 2.9 The **CONTRACTOR** shall assume full responsibility for any claim that its personnel may make by reason of their employment and in case of accident, injury or illness incurred in the line of duty.
- 2.10 The **CONTRACTOR** shall ensure that, in case of absences, relievers and/or replacements with the same qualifications and/or competence as required by **BCDA** are available at all times to ensure continuous and uninterrupted service.
- 2.11 The **CONTRACTOR** and its personnel shall hold and maintain confidential all information which may come into their possession or knowledge in connection with the performance of the services, and not make use thereof other than for the performance of the services under the Agreement or as mandated by **BCDA**. The confidentiality obligation of the **CONTRACTOR** and its personnel shall remain effective even beyond the termination of the Agreement.
- 2.12 The **CONTRACTOR** shall provide, at its own expense, uniforms for its personnel assigned to **BCDA**.
- 2.13 The **CONTRACTOR** shall provide a dedicated representative/coordinator who shall be on-call to address all concerns regarding the deployment of its personnel to **BCDA**.

### III. RESPONSIBILITIES OF BCDA

- 3.1 **BCDA** undertakes to insure its vehicles with the Government Service Insurance System (GSIS) or any reputable insurance company to answer for accidental damages thereto and for third party liabilities. *(for Lot 1 only)*
- 3.2 Except for justifiable reasons, **BCDA** likewise undertakes to pay the **CONTRACTOR** its billing, in accordance with this Agreement, within fifteen (15) days from receipt thereof provided all documentary requirements are complete.
- 3.3 **BCDA** shall provide a storage space for the equipment and other cleaning materials of the **CONTRACTOR**. The cleanliness of said space shall be maintained properly and in no instance shall the space be used for any purpose other than that for which it is intended. *(for Lot 1 only)*
- 3.4 **BCDA** undertakes to compensate work authorized to be performed by personnel during legal holidays and rest days in accordance with the existing provisions of the Labor Code.
- 3.5 **BCDA** shall consider services authorized to be rendered beyond the required number of hours per day as overtime work subject to overtime pay.
- 3.6 Administer a quarterly appraisal system to evaluate the performance of the **CONTRACTOR** with the following performance criteria: (i) quality of service delivered; (ii) time management; (iii)

management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports.

#### IV. WORK SCHEDULE

- 4.1 The manpower personnel shall observe the following working schedule:
- 4.1.1 The following personnel shall render eight (8) hours of work daily, six (6) days a week, except on legal holidays and the personnel's designated rest day:
- 4.1.1.1 (position)
  - 4.1.1.2
  - 4.1.1.3
  - 4.1.1.4
  - 4.1.1.5 ...
- 4.1.2 The following personnel shall render eight (8) hours of work daily, five (5) days a week, from Mondays to Fridays (generally, unless otherwise requested), twenty-two (22) working days in a month, except on legal holidays and the personnel's designated rest days:
- 4.1.2.1 (position)
  - 4.1.2.2
  - 4.1.2.3
  - 4.1.2.4
  - 4.1.2.5 ...
- 4.2 **BCDA** shall, in the exigency of the service, require the **CONTRACTOR** to provide sufficient number of personnel to render overtime work, subject to the same terms and conditions as provided in their regular work schedule.
- 4.3 All personnel may be required to render overtime work as needed by **BCDA**. The services rendered beyond eight (8) hours or beyond the number of days aforementioned shall be considered overtime work and shall entitle the personnel to appropriate overtime pay from the **CONTRACTOR** which shall be charged on the subsequent billing.

#### V. CONSIDERATION FOR THE CONTRACT

- 5.1 For and in consideration of the manpower services provided by the **CONTRACTOR**, **BCDA** shall pay the **CONTRACTOR** the amount of the following monthly billing rates per service personnel, to wit:
- 5.1.1 (position) Php xxxxxxxx
  - 5.1.2
  - 5.1.3
  - 5.1.4
  - 5.1.5 ...
- 5.2 Monthly billing rates for other service personnel shall be computed as the need arises and as required by **BCDA**.
- 5.3 The above considerations shall be correspondingly adjusted if any law, order, rule or regulation is promulgated or issued increasing the minimum wage, where applicable, or providing for payment of additional employee benefits.
- 5.4 In addition, **BCDA** shall pay the **CONTRACTOR** the following:
- 5.4.1 12% E-VAT (or the applicable tax rate in accordance with law) which shall be included in the total contract price; and

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5.4.2 \_\_\_\_\_ % of the total contract cost as Administrative Fee per DOLE Department Order No. 174, s. 2017.

## VI. BILLING PROCEDURES

- 6.1 For purposes of payment, the **CONTRACTOR** shall submit to **BCDA** the following requirements:
- 6.1.1 Semi-monthly billings as certified by the **CONTRACTOR** within seven (7) days from cut-off date. The cut-off date shall be as follows:
    - 6.1.1.1 Every 5<sup>th</sup> day of the succeeding month; and
    - 6.1.1.2 Every 20<sup>th</sup> day of the month.
  - 6.1.2 Individual time records of the service personnel concerned for actual services rendered as cleared for payment by their immediate supervisor from **BCDA**; and
  - 6.1.3 Affidavit or sworn statement that it has paid the salaries and benefits of its employees for the preceding month/s.
- 6.2 Except for justifiable reasons, billing shall be paid within fifteen (15) working days from date of receipt by **BCDA** provided all documentary requirements are complete.
- 6.3 **BCDA** has the right to make the necessary deductions from the claims of the **CONTRACTOR** by reason of non-payment or refusal by the **CONTRACTOR** to pay the salaries, allowances and other payments due to the personnel on time at the prescribed rates provided herein and in pertinent laws.

## VII. INDEMNIFICATION FOR DAMAGES

The **CONTRACTOR** shall indemnify **BCDA** for all losses and damages suffered/caused to **BCDA** and its properties whether within or outside of its premises by reason of negligence, misconduct, fault or mistake of the **CONTRACTOR**'s employees, including any loss, injury or death which may result by reason of such negligence, misconduct, fault or mistake of the employees concerned, provided that **BCDA** shall give the **CONTRACTOR** prior written notice of such loss, damage, injury or death within fifteen (15) working days from the discovery of the same.

## VIII. POSTING OF BOND

The Contractor shall post in favor of **BCDA** a bond equivalent to the total labor cost for one (1) month for all personnel under the contract, which will answer for the wages due the personnel assigned should the Contractor fail to pay the same.

**BCDA** has the right to make the necessary deductions from the claims of the Contractor and/or the bond posted by the Contractor for the purpose by reason of non-payment or refusal by the Contractor to pay the salaries, allowances and other dues to the service personnel on time at prescribed rates provided herein and in pertinent laws.

## IX. PERFORMANCE SECURITY

- 9.1 To guarantee the faithful performance of the obligations and services required, the **CONTRACTOR** shall, upon execution of this Agreement, post a performance bond in an amount equal to a percentage of the total contract price in accordance with the following schedule:
- 9.1.1 Cash or cashier's/manager's check issued by a Universal or Commercial Bank. Five percent (5%);
  - 9.1.2 Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. Five percent (5%); or

9.1.3 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%).

9.2 **BCDA** shall have recourse to and the right to forfeit the bond and its proceeds upon violation by the **CONTRACTOR** of this Agreement or any provision hereof. The bond shall be released upon the faithful and complete performance by the **CONTRACTOR** of its obligations and services under this Agreement.

9.3 The bond shall also answer for the liquidated damages set forth herein; the unpaid cost of labor as required by the provisions of applicable laws; or any liabilities which may be incurred by reason of the violation by the **CONTRACTOR** of the Labor Code of the Philippines and other pertinent laws.

#### X. LIQUIDATED DAMAGES

In accordance with RA 9184 and its RIRR, the amount of liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Agreement, **BCDA** may rescind/terminate the Agreement, without prejudice to other remedies it may have under this Agreement and under the law.

#### XI. EFFECTIVITY AND DURATION OF THE SERVICE AGREEMENT

11.1 This Agreement shall be effective for a period of two (2) years, commencing on 01 August 2018 and ending on 31 July 2020, unless otherwise terminated pursuant to causes stated in the Agreement.

11.2 **BCDA** may opt to extend the Agreement on a periodic month-to-month basis not to exceed an aggregate period of one (1) year, upon terms and conditions mutually acceptable to the parties, provided that all the conditions set forth in the Revised Guidelines on the Extension of Contracts for General Support Services (Appendix 24 of the 2016 RIRR of RA 9184) have been complied with.

11.3 Performance of the **CONTRACTOR** shall be subject to an appraisal system to be administered quarterly and shall have the composite evaluation of the different departments of **BCDA**. Based on the assessment, **BCDA** may pre-terminate the Agreement for failure of the **CONTRACTOR** to perform its obligations, in line with the Guidelines on Termination of Contracts (Annex I of the 2016 RIRR of RA 9184).

#### XII. TERMINATION

The Agreement may be terminated by **BCDA** without need of judicial action upon violation by the **CONTRACTOR** of any terms and conditions hereof by giving the **CONTRACTOR** at least thirty (30) days prior written notice to such effect.

The Agreement may be pre-terminated by either party subject to the provisions stated herein by serving a written notice to the other party at least thirty (30) days prior to the specified date of pre-termination.

#### XIII. ARBITRATION AND VENUE OF ACTION

Any dispute arising out of or in connection with this Agreement shall be submitted for arbitration under the applicable arbitration laws of the Philippines, which shall be the venue of the arbitration proceedings. The venue of actions arising from the Agreement shall be exclusively in the proper courts of Taguig City.

#### XIV. NO EMPLOYER-EMPLOYEE RELATIONSHIP

14.1 Any personnel assigned by the **CONTRACTOR** under this Agreement shall in no case be considered an employee of **BCDA**, but shall always be considered an employee of the **CONTRACTOR**. The **CONTRACTOR** warrants that it will comply with its obligations as employer under the Labor Code and other pertinent labor laws, rules and regulations, including the payment of legally mandated wages and benefits. **BCDA** shall in no way be responsible for any

claim for wages and other employment benefits of the service personnel and for such other liabilities of an employer arising from an employer-employee relationship.

14.2 In the event that **BCDA** is held liable for claims of employees of the **CONTRACTOR** under the Labor Code, the **CONTRACTOR** undertakes and binds itself to reimburse **BCDA** for such amount paid under such claims, in addition to the remedies of **BCDA** under this Agreement, and pertinent laws.

**XIV. OGCC REVIEW**

The Agreement shall be subject to the review of the Office of the Government Corporate Counsel (OGCC) whose comments and amendments shall form part of this Agreement.

**XV. NON-WAIVER OF RIGHTS**

The failure of one party to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right/remedy that said party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions or covenants. No waiver by any party of its rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by that party.

**XVI. REPRESENTATION AND WARRANTIES**

The parties warrant that they have not offered or given, and will not offer or give to any employee, agent, or representative of either Party, any gratuity, with a view toward securing any business from one another, or influencing such persons with respect to terms, conditions or performance of any contract with each other.

**XVII. SEPARABILITY CAUSE**

If any provision of this Agreement is held invalid or contrary to law, the validity of the other provisions hereof shall not be thereby affected.

SIGNED BY the parties this \_\_\_\_\_ in Taguig City, Philippines.

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**

By:

**VIVENCIO B. DIZON**  
President and CEO

\_\_\_\_\_

By:

\_\_\_\_\_

Signed in the Presence of:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

Republic of the Philippines )  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
VIVENCIO B. DIZON		

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the signatures they affixed confirm their voluntary act and deed and of the entity they represent.

SIGNED AND SEALED on the \_\_\_\_\_ in \_\_\_\_\_

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

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## Omnibus Sworn Statement

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

### AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

*If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized Special Power of Attorney;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable:)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

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(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

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## Bank Guarantee Form for Advance Payment

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To: *[name and address of PROCURING ENTITY]*  
*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

*[Signature]*

*[Signature]*

## Bid Securing Declaration Form

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

X-----X

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

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

I/We<sup>1</sup>, the undersigned, declare that:

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

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<sup>1</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

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

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

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

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*Bases Conversion and Development Authority*

*Name of the Project*  
*Location of the Project*

**Statement/List of all Ongoing Government & Private Contracts including contracts awarded but not yet started**

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
<b>Total Cost</b>								

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

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*for*

Bases Conversion and Development Authority

Name of the Project  
Location of the Project

**Statement of Single Largest Completed Contract (SLCC) similar to the contract**

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

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

**NOTE:**

This statement shall be supported with:

- 1. Contract or Purchase Order; and
- 2. Certificate of Acceptance or Official Receipt of Last Payment.



Name of the Project

Location of the Project

### Financial Documents for Eligibility Check

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

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

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

NFCC = 15 (current asset - current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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

**NOTE:**

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

***Section IX. Checklist of Requirements***

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# Checklist of Requirements for Bidders

**EACH AND EVERY PAGE OF THE BID FORM, INCLUDING THE SCHEDULE OF PRICES, UNDER SECTION VIII HEREOF, SHALL BE SIGNED BY THE DULY AUTHORIZED REPRESENTATIVE/S OF THE BIDDER. FAILURE TO DO SO SHALL BE A GROUND FOR THE REJECTION OF THE BID AND PROPERLY TABBED AS FOLLOWS:**

## Envelope 1

Eligibility Requirements	Tab Number
<p>1. PhilGEPS Certificate of Registration under Platinum membership or in case of Blue membership, the following Class "A" Eligibility Documents:</p>	A
<p>(i) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives</p>	
<p>(ii) Mayor's/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</p> <p>In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.</p>	
<p>(iii) Tax clearance per E.O. 398, 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p>	
<p>2. Valid Certificate of Registration with the Department of Labor and Employment</p>	B
<p>3. Statement of all 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</p>	C

5. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least fifty percent (50%) of the ABC or two similar contracts with an aggregate amount equivalent to at least fifty percent (50%) of the ABC within the last five (5) years from the date of submission and receipt of bids	D
Supported by the following documents:  (i) Contract or Purchase Order; and  (ii) Certificate of Acceptance or Official Receipt of Last Payment)	
6. Computation of Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank in lieu of its NFCC computation	E
7. Audited financial statements, showing, among others, the prospective bidder'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	
8. If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR	F
9. Bid security in accordance with ITB Clause 18	G
10. Conformity with Schedule of Requirements, Section VI	H
11. Conformity with Technical Specifications, Section VII	I
12. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms	J

Envelope 2

Financial Proposal	K
Detailed estimate/cost structure for each position/derivation of price per manpower service personnel	L
List and corresponding prices of supplies, tools and equipment ( <i>for Lot 1 only</i> )	M

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***Section X. Schedule of Bidding Activities***

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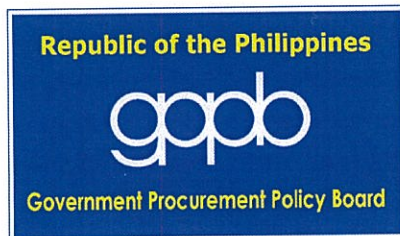
**Procurement of Manpower Services for the Bases Conversion and Development Authority (BCDA) under a two-year Service Agreement (consisting of Two Lots)**

**SCHEDULE OF BIDDING ACTIVITIES\***

<b>No.</b>	<b>ACTIVITIES</b>	<b>DATE/SCHEDULE (2018)</b>
1	Pre-Procurement Conference	05 June 2018, 10:00 AM
2	Posting / Publication (Website, PhilGEPS , BCDA Premises & Newspaper)	19 – 25 June 2018
3	Issuance of Bid Documents	19 June – 06 July 2018, 8:00 AM – 5:00 PM 09 July 2018, 8:00 AM – 1:00 PM
<b>4</b>	<b>Pre-Bid Conference</b>	<b>26 June 2018, 9:00 AM</b>
5	Deadline for Request for Clarification, if any	28 June 2018, 5:00 PM
6	Issuance of Bid Bulletin, if any	02 July 2018
7	<b>Deadline for Submission of the following:</b> <ul style="list-style-type: none"> <li>• Eligibility Requirements</li> <li>• Financial Proposal</li> </ul>	<b>09 July 2018, 1:00 PM</b>
8	<b>Opening of the following:</b> <ul style="list-style-type: none"> <li>• Eligibility Requirements</li> <li>• Financial Proposal</li> </ul>	<b>09 July 2018, 2:00 PM</b>
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	10 – 11 July 2018
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	12 July 2018
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	16 – 17 July 2018
12	Deliberation by BAC of the Results of Post-Qualification	18 July 2018
13	Issuance of BAC's Recommendation (based on the Results of Post-Qualification)	On or before 20 July 2018
14	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 25 July 2018
15	Issuance of Notice to Proceed and Contract Signing	On or before 31 July 2018

**\*Subject to change**

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*Handwritten mark*

*Handwritten signature*