



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

PHILIPPINE BIDDING DOCUMENTS

**PROCUREMENT OF MANPOWER OUTSOURCING
CONTRACT FOR PROVISION OF TECHNICAL AND
NON-TECHNICAL PERSONNEL SUPPORT SERVICE
REQUIREMENTS FOR CAAP CENTRAL OFFICE AND
AREA CENTERS NATIONWIDE UNDER A THREE (3)-
YEAR SERVICE AGREEMENT
(RE-BID)**

Bid No. 22-003-01 (RE-BID)

Government of the Republic of the Philippines

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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 MANPOWER OUTSOURCING CONTRACT FOR
PROVISION OF TECHNICAL AND NON-TECHNICAL PERSONNEL SUPPORT
SERVICE REQUIREMENTS FOR CAAP CENTRAL OFFICE AND AREA CENTERS
NATIONWIDE UNDER A THREE (3)-YEAR SERVICE AGREEMENT (RE-BID)
(Bid No. 22-003-01) (RE-BID)**

1. The **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES (CAAP)**, through the **CAAP Corporate Budget FY 2022** intends to apply the sum of **ONE BILLION THREE HUNDRED EIGHTY-NINE MILLION TWO HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED FIFTEEN PESOS AND 04/100 (PhP1,389,295,115.04)** for the **FIRST ONE YEAR ONLY**, being the ABC to payments under the contract for **PROCUREMENT OF MANPOWER OUTSOURCING CONTRACT FOR PROVISION OF TECHNICAL AND NON-TECHNICAL PERSONNEL SUPPORT SERVICE REQUIREMENTS FOR CAAP CENTRAL OFFICE AND AREA CENTERS NATIONWIDE UNDER A THREE (3)-YEAR SERVICE AGREEMENT (Bid No. 22-003-01)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **CAAP** now invites bids for the above Procurement Project (see details in the attached Terms of Reference). Delivery of the Goods is required for the **First One Year Only**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, 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).

Classification	No. of Position Items Required	Total Cost**	Date of Delivery (Effectivity of Contract)
Non-Technical	3,431	Php 1,015,406,780.62	Mar 1, 2022-Feb 28, 2023
Technical	502	Php 373,888,334.42	Mar 1, 2022-Feb 28, 2023
TOTAL	3,933	Php 1,389,295,115.04	

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.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to 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 RA 5183.

4. Prospective Bidders may obtain further information from **CAAP Bids and Awards Committee - Bravo** and inspect the Bidding Documents at the address given below during working days at 8:00AM to 5:00PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **28 February 2022 until the deadline of submission of bid** from the given address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 84,000.00 (inclusive of 12% VAT)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the official receipt in person.
6. The Civil Aviation Authority of the Philippines will hold a Pre-Bid Conference¹ on **March 07, 2022 @ 2:00 PM** at CAAP Conference Room, CAAP Compound, MIA Road Ninoy Aquino Avenue, 1300 Pasay City, Metro Manila and/or through videoconferencing/webcasting via Jitsi/Zoom/Google Meet, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office indicated below on or before **March 21, 2022 @ 2:00 PM**. 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 **March 21, 2022 @ 2:00 PM** at the given address below and/or via Jitsi/Zoom/Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **CAAP** 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. Bidding Documents 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 applicable fee for the Bidding Documents not later than the submission of their bids.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

12. For further information, please refer to:

DR. ROLLY T. BAYABAN
Overall Head, BAC Secretariat
Civil Aviation Authority of the Philippines
MIA Road corner Ninoy Aquino Avenue
1300 Pasay City, Metro Manila
Telephone number – (02) 944-2358
caap.bacbravo@gmail.com
www.caap.gov.ph

28 February 2022

CAPTAIN DONALDO A MENDOZA
Chairperson, Bids and Awards Committee - Bravo

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Aviation Authority of the Philippines wishes to receive Bids for the **PROCUREMENT OF MANPOWER OUTSOURCING CONTRACT FOR PROVISION OF TECHNICAL AND NON-TECHNICAL PERSONNEL SUPPORT SERVICE REQUIREMENTS FOR CAAP CENTRAL OFFICE AND AREA CENTERS NATIONWIDE UNDER A THREE (3)-YEAR SERVICE AGREEMENT (RE-BID) (Bid No. 22-003-01).**

The Procurement Project (referred to herein as “Project”) is for the **Provision of Manpower Outsourcing Services**, 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 CAAP Corporate Budget FY 2022 in the amount of ONE BILLION THREE HUNDRED EIGHTY-NINE MILLION TWO HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED FIFTEEN PESOS AND 04/100 (PhP 1,389,295,115.04) for the First One Year Only.*

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

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:
 - a. *For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to **monopoly** that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:*
 - i. *Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies of the ABC for this Project; and*
 - ii. *The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.*
- 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 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.

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 **120 calendar days from the opening of bids**. 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.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 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:

Option 1 – One Project having several items 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 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, or in the case of multi- year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

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><i>For this purpose, contracts similar to the Project shall be:</i></p> <ul style="list-style-type: none"> a. <i>Provision of Manpower Services contracts equivalent to the following:</i> <ul style="list-style-type: none"> i. <i>Single contract equivalent to at least fifty percent (50%) of the ABC for this Project; or</i> ii. <i>Two (2) similar contracts with aggregate amount equivalent to at least fifty percent (50%) of the ABC for this Project. The largest of which must be equivalent to at least 25% of the ABC for this Project.</i> b. <i>Completed within the last five (5) years, prior to the deadline for the submission and receipt of bids.</i>
7.1	Subcontracting is not allowed.
10.1	<p>Bidder shall submit all eligibility and technical documents as specified in Section VIII. Checklist of Technical and Financial Documents.</p> <p>In connection to GPPB Circular 07-2017 dated 31 July 2017, the bidder shall have the following options:</p> <ul style="list-style-type: none"> a. Submit the Certificate of PhilGEPS Registration and Platinum Membership including its Annex “A” in lieu of the uploaded Class “A” Eligibility Documents identified in Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act 9184 (Revised IRR of RA 9184), provided that all Class “A” Eligibility Documents listed under the aforesaid Annex “A” are all uploaded and maintained current and updated in the PhilGEPS Registry. b. Submit a combination of the PhilGEPS Registration and Platinum Membership including its Annex “A” and Class “A” Eligibility Documents identified in Section 8.5.2 of the Revised IRR of RA 9184. <ul style="list-style-type: none"> ▪ In the event that aforesaid Class “A” Eligibility Document(s) listed in the Annex “A” of the PhilGEPS Registration and Platinum Membership is/are reflected to be outdated, the bidder shall submit such current and updated Class “A” Eligibility Document(s). c. Submit all the Class “A” Eligibility Documents only, provided that the PhilGEPS Registration and Platinum Membership shall be submitted as a Post-Qualification requirement in accordance with Section 34.2 of the Revised IRR of RA 9184. <p><i>Note: Class “A” Eligibility Documents shall include the following:</i></p>

	<p>i. <i>Registration Certificate from Securities and Exchange Commission (SEC) or Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;</i></p> <ul style="list-style-type: none"> • <i>Certificate of Incorporation or Article of Incorporation or Amended Articles of Incorporation shall be accepted in lieu of the SEC Registration Certificate.</i> <p>ii. <i>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;</i></p> <p>iii. <i>Tax Clearance per E.O 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); &</i></p> <p>iv. <i>Audited Financial Statements stamped “received” by the Bureau of Internal Revenue (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 submissions;</i></p> <p>Bids not complying with the above instruction shall be disqualified.</p>
10.2	<p><i>The statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid must have contracts completed within five (5) years prior to the deadline for the submission and receipt of bids.</i></p> <p><i>The bidder’s SLCC must be a Single Completed Contract equivalent to at least Fifty Percent (50%) of the ABC or Two (2) Completed Contracts with the aggregate amount equivalent to at least Fifty Percent (50%) of the ABC. (CAAP-BAC-SF Annex “A” Form 2)</i></p> <p>Bids not complying with the above instruction shall be disqualified.</p>
11.1	<p><i>The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII. Checklist of Technical and Financial Documents.</i></p> <p><i>The Bid Form (CAAP-BAC-SF Bid Form) shall be used for the Bidder’s sum total of its financial proposal.</i></p> <p><i>Modifications and/or alterations on the stated requirements in the financial document forms (Price Schedules) shall not be allowed.</i></p> <p><i>Applicable CAAP BAC Standard Forms included in this PBD shall be complied in accordance with the prescribed forms under Section IX Bidding Forms – Annex “C”.</i></p> <p><i>Bids not complying with the above instruction shall be disqualified.</i></p> <p><i>The discounts stated, if any, in the Financial Bid Form shall be computer written with the same font style and size as of the whole text of the said Form.</i></p>

	<i>Discounts that are either handwritten, type written or computer written in other font style and size shall not be considered.</i>
11.3	Bid exceeding the ABC of the project shall be disqualified.
12	<i>The price of the Goods shall be quoted DDP CAAP Head Office and Area Centers or the applicable International Commercial Terms (INCOTERMS) for this Project.</i>
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
14.2	The bid security in the form of surety bond shall be valid until one hundred twenty (120) calendar days from the date of Opening of Bids and shall be callable on demand.
14.3	The Performance Security shall be in any of the following forms and in the amount equal to a percentage of the Contract Price: <ul style="list-style-type: none"> 1.) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; or 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; or 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. <p>If the Bidder opts to submit a Surety Bond, a surety bond issued by the GSIS is preferred.</p>
15.0	1. Each and every page thereof shall be initialed/signed by the duly authorized representative/s of the Bidder. <p>Submitted Eligibility, Technical and Financial documents shall be properly marked with index tabs (ear tab) and must be sequentially paginated in accurate order in the form i.e. "page 3 of 100". Page number of last page of the document (per envelope basis).</p> <p>Pagination should be sequential based on the entire span of the whole</p>

	<p>documents inside the envelope.</p> <p>Bids not complying with the above instructions shall be automatically disqualified.</p> <p>2. <i>Each Bidder shall submit one copy of the first and second components of its bid.</i></p>
19.1	<p><i>The Bidder must render its statement of Compliance/Conformity with Bidding Documents as enumerated and specified in Section VII. Technical Specifications (CAAP-BAC-SF Annex “B” Form 2).</i></p> <p>Bids not complying with the above instruction shall be disqualified.</p>
19.2	<p><i>Partial bid is not allowed. The project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</i></p>
19.5	<p><i>NFCC Computation or a committed Line of Credit from a universal or commercial bank. (CAAP-BAC-SF Annex “C” Form 4)</i></p>
20.2	<p>The Bidder with the Lowest Calculated Bid (LCB) that complies with and is responsive to all the requirements and conditions shall submit its:</p> <ul style="list-style-type: none"> a) Latest income and business tax returns filed through the Electronic Filing and Payment System (EFPS); b) Certificate of PhilGEPS Registration; c) <i>Latest Audited Financial Statements</i>; and d) Other appropriate licenses and permits required by law as stated in the bidding Documents. <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the IRR of RA 9184.</p>
21.1	<p>No further instruction.</p>

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. In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

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 or Framework Agreement 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

- 5.1 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.
- 5.2 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	The additional requirements to be provided under the Contract shall include those specified in Terms of Reference.
2.1	Not applicable.
2.2	<p>Payment shall be made upon presentation by the Winning Contractor of the billing for the covered period subject to the usual accounting and auditing rules and regulations. The billing shall be accompanied by the following document:</p> <ol style="list-style-type: none"> 1.) Certificate of Performance based on performance evaluation issued by Human Resource Management Division certifying that the performance rating of Winning Contractor is very satisfactory. 2.) Official Receipt (O.R.) of the remittances paid for the necessary benefits and social insurance contributions of Non-Technical and Technical support personnel deployed at CAAP Central Office and Area Centers (SSS, PhilHealth, Pag-IBIG and Withholding Taxes). 3.) Certification under oath attesting that it is compliant with the DOLE Minimum Wage Law in accordance with its representation and warranties. 4.) Provide masterlist of outsourced personnel deployed at CAAP Central Office and Area Centers thru email to HRMD at the end of each month with the following details: name, position, salary rate, mandatory deductions, gender, age, education, trainings, eligibility, attendance, and place of assignment. 5.) Certification under oath attesting its prompt payment of wages and benefits to outsourced personnel deployed at CAAP Central Office and Area Centers <p>The Winning Contractor shall pay taxes due in relation to the contract in full and on time; its failure to do so shall entitle CAAP to suspend payment for the services delivered. (E.O. 398).</p> <p>Performance of the Winning Contractor under the Contract shall likewise be in accordance with the Terms of Reference (TOR).</p>
4.0	Non-compliance or violation of terms and conditions stipulated in the manpower outsourcing contract with CAAP shall result in the cancelation or termination of contract, based on findings during periodic technical inspections to be conducted by HRMD for purposes of determining compliance of the Winning Contractor.

Section VI. Schedule of Requirements

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

Item Number	Position Title/Description	Quantity	Unit	Delivered, Weeks/Months
Non-Technical				
1	Accountant I	3	positions	12 months
2	Accounting Analyst	29	positions	12 months
3	Accounting Assistant	72	positions	12 months
4	Administrative Assistant	1,186	positions	12 months
5	Air Conditioning Technician	3	positions	12 months
6	Air Traffic Flow Management Assistant	7	positions	12 months
7	Airport Facility Cleaner	1,330	positions	12 months
8	Airport Firefighter	254	positions	12 months
9	Aviation Medical Assistant	8	positions	12 months
10	Budgeting Analyst	5	positions	12 months
11	Budgeting Assistant	5	positions	12 months
12	Building Electrician	4	positions	12 months
13	Building Maintenance	42	positions	12 months
14	Building Maintenance Worker	201	positions	12 months
15	CCTV Operator	6	positions	12 months
16	Computer Specialist	6	positions	12 months
17	Data Encoder	72	positions	12 months
18	Driver	46	positions	12 months
19	Equipment Maintenance Service Technician	36	positions	12 months
20	Human Resource Management Assistant	38	positions	12 months
21	IT Assistant	10	positions	12 months
22	Mechanical Plant Operator	8	positions	12 months
23	Nurse	47	positions	12 months
24	Para Legal Aide	2	positions	12 months
25	Parking Attendant	3	positions	12 months
26	Revenue Collection Clerk	1	positions	12 months
27	Terminal Fee Collector	7	positions	12 months
28	Janitorial Supplies and Materials	1	lot	12 months
Technical				
1	Administrative, Accounting and Finance Consultant	1	positions	12 months
2	Aerodrome Engineer I (Geodetic)	1	positions	12 months
3	Air Navigation Systems Specialist (ANSS) Assistant	39	positions	12 months
4	Air Traffic Controller (ATC) Assistant	61	positions	12 months
5	Air Traffic Management Officer (ATMO) Assistant	103	positions	12 months
6	Aircraft Accident/Incident Investigator	1	positions	12 months
7	Aircraft Cabin Safety Inspector	4	positions	12 months
8	Aircraft Maintenance Technician	3	positions	12 months
9	Airfield Lighting and Power Technician (ALPT) Assistant	76	positions	12 months
10	Airport Technical Assistant I	7	positions	12 months
11	Airport Technical Assistant II	8	positions	12 months
12	Airworthiness Inspector	12	positions	12 months
13	Airworthiness Inspector/Spokesperson to Bureau Veritas	1	positions	12 months

14	Asset Management Consultant	1	positions	12 months
15	Assistant Aviation Safety Inspector	10	positions	12 months
16	Assistant CNS Flight Inspection Pilot	3	positions	12 months
17	Aviation Safety Consultant	1	positions	12 months
18	Aviation Security Instructor	1	positions	12 months
19	Business Continuity Management Group	1	positions	12 months
20	Business Development Consultant	2	positions	12 months
21	CMA Online Framework Specialist	1	positions	12 months
22	Communications Officer	1	positions	12 months
23	Consultant (Engineer) COS	1	positions	12 months
24	Corplan Consultant (IT)	1	positions	12 months
25	Corporate Planning Consultant	1	positions	12 months
26	CSIS Consultant	1	positions	12 months
27	ECG Technician	1	positions	12 months
28	Economic Adviser	1	positions	12 months
29	Ear Nose Throat (ENT) Specialist	1	positions	12 months
30	Electrical Engineer	1	positions	12 months
31	Engineer	52	positions	12 months
32	Engineering Technical Assistant	34	positions	12 months
33	Flight Inspection Pilot	1	positions	12 months
34	Flight Operations Safety Inspector	9	positions	12 months
35	Flight Safety Investigator	1	positions	12 months
36	Flight Safety Inspectorate Consultant	1	positions	12 months
37	HR Specialist	1	positions	12 months
38	HRM Consultant	1	positions	12 months
39	Intelligence Operative	1	positions	12 months
40	IT Consultant	1	positions	12 months
41	Legal, Accounting and Finance Consultant	1	positions	12 months
42	Liaison Officer	1	positions	12 months
43	Medical Examiner	3	positions	12 months
44	Multimedia Officer	1	positions	12 months
45	Optometrist	1	positions	12 months
46	Organizational and Management Development Consultant	1	positions	12 months
47	Paralegal	4	positions	12 months
48	Pathologist	1	positions	12 months
49	Pilot Examiner	10	positions	12 months
50	Press Relations Officer	1	positions	12 months
51	Project Research Specialist	1	positions	12 months
52	Psychiatrist	1	positions	12 months
53	Radiologist	1	positions	12 months
54	Resident Engineer	4	positions	12 months
55	Senior Dangerous Goods Inspector	1	positions	12 months
56	Special Projects Research Officer	6	positions	12 months
57	Special Projects Researcher	1	positions	12 months
58	State Safety Program Consultant	3	positions	12 months
59	Strategic Planning Technical Consultant	1	positions	12 months
60	Technical Assistant	9	positions	12 months
61	Technical Consultant	2	positions	12 months

Section VII. Technical Specifications

Technical Specifications

Item	Position Title / Description	Basic Monthly Salary	Statement Of Compliance
Non-Technical			
1	Accountant I	25,232.00	
2	Accounting Analyst	20,754.00	
3	Accounting Assistant	16,758.00	
4	Administrative Assistant	16,758.00	
5	Air Conditioning Technician	14,007.00	
6	Air Traffic Flow Management Assistant	20,754.00	
7	Airport Facility Cleaner	12,466.00	
8	Airport Firefighter	14,847.00	
9	Aviation Medical Assistant	17,975.00	
10	Budgeting Analyst	20,754.00	
11	Budgeting Assistant	16,758.00	
12	Building Electrician	12,466.00	
13	Building Maintenance	13,214.00	
14	Building Maintenance Worker	13,214.00	
15	CCTV Operator	13,214.00	
16	Computer Specialist	16,758.00	
17	Data Encoder	16,758.00	
18	Driver	13,214.00	
19	Equipment Maintenance Service Technician	14,847.00	
20	Human Resource Management Assistant	16,758.00	
21	IT Assistant	16,758.00	
22	Mechanical Plant Operator	13,214.00	
23	Nurse	20,754.00	
24	Para Legal Aide	14,847.00	
25	Parking Attendant	11,761.00	
26	Revenue Collection Clerk	13,214.00	
27	Terminal Fee Collector	12,466.00	
28	Janitorial Supplies and Materials		
Technical			
1	Administrative, Accounting and Finance Consultant	40,000.00	
2	Aerodrome Engineer I (Geodetic)	27,755.00	
3	Air Navigation Systems Specialist (ANSS) Assistant	36,942.00	
4	Air Traffic Controller (ATC) Assistant	40,637.00	
5	Air Traffic Management Officer (ATMO) Assistant	51,155.00	
6	Aircraft Accident/Incident Investigator	45,000.00	
7	Aircraft Cabin Safety Inspector	40,000.00	
8	Aircraft Maintenance Technician	16,758.00	
9	Airfield Lighting and Power Technician (ALPT) Assistant	16,758.00	
10	Airport Technical Assistant I	20,754.00	
11	Airport Technical Assistant II	22,938.00	
12	Airworthiness Inspector	45,000.00	
13	Airworthiness Inspector/Spokesperson to Bureau Veritas	60,000.00	
14	Asset Management Consultant	50,000.00	
15	Assistant Aviation Safety Inspector	22,938.00	
16	Assistant CNS Flight Inspection Pilot	22,938.00	
17	Aviation Safety Consultant	50,000.00	
18	Aviation Security Instructor	45,000.00	
19	Business Continuity Management Group	65,000.00	
20	Business Development Consultant	40,000.00	
21	CMA Online Framework Specialist	35,000.00	

22	Communications Officer	30,000.00	
23	Consultant (Engineer) COS	65,000.00	
24	Corplan Consultant (IT)	45,000.00	
25	Corporate Planning Consultant	50,000.00	
26	CSIS Consultant	50,000.00	
27	ECG Technician	15,000.00	
28	Economic Adviser	25,000.00	
29	Ear Nose Throat (ENT) Specialist	25,000.00	
30	Electrical Engineer	65,000.00	
31	Engineer	33,584.00	
32	Engineering Technical Assistant	22,938.00	
33	Flight Inspection Pilot	60,000.00	
34	Flight Operations Safety Inspector	55,000.00	
35	Flight Safety Investigator	50,000.00	
36	Flight Safety Inspectorate Consultant	50,000.00	
37	HR Specialist	50,000.00	
38	HRM Consultant	60,000.00	
39	Intelligence Operative	25,000.00	
40	IT Consultant	45,000.00	
41	Legal, Accounting and Finance Consultant	60,000.00	
42	Liaison Officer	25,000.00	
43	Medical Examiner	20,000.00	
44	Multimedia Officer	30,000.00	
45	Optometrist	25,000.00	
46	Organizational and Management Development Consultant	60,000.00	
47	Paralegal	25,000.00	
48	Pathologist	25,000.00	
49	Pilot Examiner	50,000.00	
50	Press Relations Officer	60,000.00	
51	Project Research Specialist	55,000.00	
52	Psychiatrist	25,000.00	
53	Radiologist	25,000.00	
54	Resident Engineer	65,000.00	
55	Senior Dangerous Goods Inspector	50,000.00	
56	Special Projects Research Officer	55,000.00	
57	Special Projects Researcher	55,000.00	
58	State Safety Program Consultant	50,000.00	
59	Strategic Planning Technical Consultant	40,000.00	
60	Technical Assistant	25,000.00	
61	Technical Consultant	25,000.00	

TERMS OF REFERENCE

I. BACKGROUND AND OBJECTIVE

The Civil Aviation Authority of the Philippines (CAAP) is a Government Owned and Control Corporation duly organized and existing under and by virtue of the laws of the Republic Act No. 9497, with principal office address MIA Road, Pasay City, Philippines.

The first institutional manpower outsourcing contract entered into by CAAP with the LServ Corporation expired on December 31, 2021, it was renewed under CAAP Board Resolution dated June 11, 2021 for a period of ten (10) months from March 1, 2020, thereafter, extended until 28 February 2022.

In support of CAAP's day-to-day operations, it requires the provision of manpower services of Three Thousand Nine Hundred Thirty-Three (3,933) broken down into: Technical, Non-Technical and Contract of Service to be deployed to the 12 Area Centers of CAAP and its Head Office through competitive public bidding in accordance with the amended Implementing Rules and Regulations (IRR) of RA9184. The contract is renewable yearly, which shall be subject to performance evaluation. Renewal of contract shall not exceed three (3) year.

This would provide the necessary temporary manpower augmentation in CAAP Central Office and Area Centers while awaiting the results of the ongoing CAAP Reorganization Plan which, when approved, will eventually address the current lack of regular appointive technical and other administrative support staff positions.

The corporate responsibility of the CAAP organization under RA 9497 involving the development, maintenance, and operation of airports nationwide which is adversely affected by the inadequacy of available regular plantilla positions in critical technical operational and inspectorate service areas, and functional support areas requires substantial manpower augmentation through outsourcing which needs to be addressed through the immediate conduct of a public bidding.

CAAP therefore seeks to enter into a new manpower outsourcing agreement with a private entity for the continued supply and provision of competent technical and administrative support personnel required by CAAP Head Office and its Civil Aviation Area Centers, through competitive bidding in accordance with the provisions of RA No. 9184 and its Implementing Rules and Regulations (IRR), and in compliance with CSC-COA-DBM Joint Circular No. 1, s. 2017 dated June 15, 2017, as amended.

A valid manpower service contract acquired through competitive public bidding conducted in accordance with provisions of RA No. 9184 and its IRR will assure a steady supply of competent technical and administrative support personnel to CAAP Head Office and Area Centers where manpower augmentation and support may be required.

With manpower requirements sourced from private Contractors, CAAP will be free from labor related liabilities since there is no employer-employee relationship between CAAP and outsourced personnel.

To address personnel turnover and fill up the vacuum created by the issuance of CSC-COA-DBM Joint Circular No. 1, s. 2017, as amended, and Executive Order No. 366 prohibiting the direct hiring of temporary technical and administrative manpower support during an extended period of time under job order status or Contract of Service while rationalization/reorganization efforts in CAAP are ongoing

To help the country in the generation of employment opportunities to thwart the creeping problems brought about by the global economic crisis in compliance with E.O. 782 and 783.

II. APPROVED ABC FOR THE CONTRACT

CAAP shall allocate the total amount of ***One Billion Three Hundred Eighty-Nine Million Two Hundred Ninety-Five Thousand One Hundred Fifteen Pesos and 04/100 (PhP1,389,295,115.04)*** as the Approved Budget for this Contract (ABC) to cover the payment of the services rendered by the technical and administrative support personnel deployed thereat by the winning manpower service contractor.

III. OBLIGATIONS AND RESPONSIBILITIES

1. After determining the lowest and most responsive bidder in the competitive bidding to be conducted for this purpose, CAAP shall grant and award to the winning manpower service provider/contractor, the Contract to Provide the Necessary Manpower Support Personnel effective for a period of One (1) Year, effective March 1, 2022 up to February 28, 2023, *which may be renewed every year thereafter, at the option of CAAP, and subject to a satisfactory result of the performance evaluation and approval of the CAAP Board, up to a maximum period of Three (3) Years.*
2. The winning manpower service provider/contractor, shall provide the CAAP with the necessary number of a total of 502 number of Technical Personnel and 3,431 Administrative Support Personnel. As the need arises, the winning manpower service provider/contractor hereby obligates itself to post such additional personnel within seventy-two (72) hours upon receipt of request in writing by CAAP. CAAP may likewise, at any time, reduce such number of personnel to conform to its requirements. CAAP will provide the list of required personnel to be assigned in the different offices/units of CAAP. They should be physically and mentally fit, of good moral character, honest, reliable, and competent and of cooperative disposition. CAAP, however, reserves the right to demand the immediate replacement of any personnel assigned by the winning manpower service provider/contractor, to the job whose services will be prejudicial to the interests of the CAAP.
3. CAAP shall pay the winning manpower service provider/contractor the Monthly Billing Rates stipulated in said Contract, inclusive of the following, subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by support personnel deployed by the winning manpower service provider/contractor and upon presentation of its semi-monthly personnel payment and affidavit or sworn certification that it has paid the

salaries and benefits of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to Pag-IBIG, SSS, PhilHealth, ECC, etc. as well as the withholding of taxes to BIR.

- 3.1 Basic Salary
 - 3.2 Social Security System (SSS)
 - 3.3 PhilHealth
 - 3.4 Home Development Mutual Fund (HDMF)
 - 3.5 Employee Compensation (EC)
 - 3.6 Service Incentive Leave
 - 3.7 13th Month Pay
 - 3.8 Clothing Allowance
 - 3.9 Administrative Cost
 - 3.10 Value Added Tax (VAT)
4. The winning Contractor, in coordination with the CAAP-HRMD, shall likewise establish systems and procedures that shall rationalize the implementation of the following human resource management concerns of temporary support personnel deployed by the winning Contractor in various offices/units of CAAP Central Office and the Area Centers.
 - 4.1 Hiring/augmentation of managed personnel deployed in CAAP;
 - 4.2 Absences, Tardiness, and Leaves of Absence;
 - 4.3 Usage of Office supplies;
 - 4.4 Office Discipline and Decorum;
 - 4.5 Disciplinary Actions;
 - 4.6 Resignations, Termination, and other forms of separation;
 - 4.7 Periodic Work Performance Evaluation;
 - 4.8 Conduct of Basic Orientation Seminar on the particular scope of work.
 5. Background Check and Character Assessment must be done on all personnel to be deployed at CAAP to eliminate the risk of employees engaging in illegal and other prohibited acts within airports premises and security-controlled areas.
 6. Winning Contractor shall be responsible for integrating a continuing personnel development program for all personnel deployed. Before deployment, the Winning Contractor shall guarantee and issue a training certification that the personnel to be deployed to position/s requiring training/seminar are being adequately trained for the position/s.
 7. Winning Contractor shall provide every year to their personnel deployed at CAAP one (1) set of office or working uniform consisting of one (1) upper and one (1) lower garment. The design and fabric shall be subject to the approval of CAAP. Winning Contractor shall shoulder the cost of the uniform of personnel and clothing, as the case may be, must also be supplied as required in a particular position.
 8. Upon written request, the CAAP may require immediate replacement of undesirable personnel. The Winning Contractor must provide replacement within seventy-two (72) hours from receipt of a written notice. Likewise, should any of the said personnel perform acts prejudicial to the interest of CAAP or found incompetent

and negligent in the performance of their functions, the Winning Contractor shall immediately recall the personnel at its own instance or upon written request of CAAP, and pay the liquidated damages to CAAP, if applicable.

9. Winning Contractor must provide a Project Coordinator in Central Office, and Area Cluster I, II, III and IV to address all concerns of manpower outsourced personnel deployed in CAAP.
10. Winning Contractor must provide sufficient biometric machines to monitor manpower outsourcing personnel deployed in CAAP.
11. CAAP shall likewise be obligated to reimburse to the winning Contractor any amount of additional expenses advanced by the winning Contractor incurred by technical and administrative support personnel for necessary official travel to and from CAAP workstations outside of CAAP Head Office and/or Area Centers, and overtime services rendered incidental to the performance of their respective duties and functions, provided such travel and rendition of overtime services shall have prior CAAP approval pursuant to existing CAAP policies.
12. Pursuant to the terms and conditions of the Contract granted by CAAP, the winning manpower service contractor shall provide all technical and administrative support personnel required, as listed in *Section VI Schedule of Requirements of this Bidding Documents*, for deployment in /offices, projects sites/ workstations in CAAP Central Office and Area Centers to be determined by CAAP during the period/duration indicated for each position.
13. The winning Contractor shall fully assume all official and legal responsibilities over all support personnel that shall be provided and deployed in various CAAP Head Offices, Area Centers and Projects under Contract.
14. The winning Contractor shall exercise sole administrative control and supervision over said support personnel. Provided, however, that the Manpower Service Provider/Contractor fully agrees to allow CAAP to exercise full control and supervision over the functions and activities of support personnel deployed in CAAP on any or all matters regarding their respective work assignments in CAAP.
15. The winning Contractor fully guarantees the capabilities and competence of technical and administrative support personnel to be assigned in various CAAP Head Office units based on the work experience and other qualifications prescribed for particular outsourced positions by the CAAP-HRMD, and agrees to any personnel changes that the Authority may require in case the individual work performance of respective support personnel concerned shall be rated "Unsatisfactory" in the periodic work performance assessment that shall be conducted during the period of deployment in CAAP.
16. The personnel to be assigned to CAAP shall render work for eight hours (8) hours a day from Monday to Friday for administrative support services and as per approved schedule for technical personnel, and in case the need arises, said personnel may be required to render service beyond the eight (8) hour period or

during holiday or rest day, the payment of such overtime work shall be paid in accordance with the applicable government rules and regulations.

Alternative work arrangements prescribed under pertinent CSC rules for regular government personnel during the current COVID 19 pandemic, may likewise apply to outsourced personnel deployed in CAAP by the winning Contractor, subject to compliance with CAAP guidelines and approval.

17. CAAP Head Office reserves the right to reject any or all technical and administrative support personnel who shall be found unqualified and unfit to cope with CAAP job requirements based on the personnel qualification credentials prescribed by the CAAP-HRMD for outsourced position items.
18. Manpower support personnel deployed by the winning Contractor in CAAP Head Office under the Contract granted by CAAP shall not, under any circumstance, be considered organic CAAP personnel, nor will their respective deployment and assignment in CAAP establish an employee-employer relationship with CAAP, and be considered as valid service in the government.

IV. QUALIFICATIONS

1. The winning Contractor should be serviceable to the Four (4) Area Clusters and Head Office of CAAP, to wit: Area Cluster I, II, III, IV and Services at CAAP Head Office.
2. The winning Contractor should be duly registered with the Securities and Exchange Commission (SEC) and/or the Department of Trade and Industry (DTI) and/or Cooperative Authority of the Philippines (CDA) for at least five (5) years either as a corporation or a single proprietorship and in the case of, a partnership or Joint Venture (JV), at least one of the contractors meet the requirement. Further, it should be duly registered and accredited by the Department of Labor and Employment (DOLE), as provided under Sections 14, 15 and 16 of the DOLE Department Order No. 18-A series of 2011, and it should have an existing and valid business permit and/or clearance from the DOLE and other concerned government agencies to do, perform, and/or engage in the business as herein specified.
3. The winning Contractor should have at least five (5) years continuous actual work experience in the rendering of outsourcing services and should have developed a good company image for its reliability, efficiency and effectiveness in its work performance.
4. The winning Contractor shall provide other data/information relevant to operation such as number of years in business, and if also engages in related business of selling, designing and/or installation of cleaning/sanitizing equipment or system.
5. The winning Contractor shall be able to provide the CAAP with the necessary number of Technical and Administrative Support in its 4 Area Clusters and Head Office and as the need arises obligates itself to post such additional personnel within seventy-two (72) hours upon receipt of request in writing by the CAAP;

6. The winning Contractor shall properly train and thoroughly screen its personnel prior to deployment, and require them to present favorable police, barangay, and/or NBI clearances and medical certificates attesting to their credibility and physical fitness for the work involved. Further, the winning Contractor assures and warrants that all personnel to be assigned by it to CAAP shall be:
 - 6.1 Filipino Citizen
 - 6.2 Possess the appropriate discipline/educational background relevant to the duties to be performed;
 - 6.3 Be of good moral character and reputation, without any criminal or police record; physically and mentally fit to perform their duty;
 - 6.4 *Have been tested negative for use of any prohibited drug;*
 - 6.5 Have passed the intelligence, aptitude, personality & proficiency tests conducted by the winning Contractor;
 - 6.6 Possess corresponding License as needed;
 - 6.7 Not less than 18 years of age and preferably not more than 55 for Technical and Administrative Support and not more than 75 years of age for Contract of Service; and
 - 6.8 *Have all the qualifications and none of the disqualifications under the Qualification Standards set by CAAP.*

7. *CAAP reserves the right to examine and screen all applicants to determine whether or not the applicant possess all the qualifications standards set by this Office. Whenever necessary and as requested by the CAAP or its duly authorized representative, the winning Contractor hereby consents and agrees to make the financial statement, licenses, time records, and all pertinent documents of outsourced personnel assigned at CAAP available for examination.*

V. WORKING HOURS

The winning Contractor shall provide services at least five (5) days or forty (40) hours a week and the CAAP shall prescribe the time or schedule of work to be followed by the personnel. Work may be rendered as necessary during legal and special public holidays, and some may be required to perform services beyond prescribed working time or schedule.

VI. SUPERVISION AND CONTROL

The winning Contractor shall provide a close and effective supervision of their personnel throughout the week. The winning Contractor hereby authorizes CAAP to have discipline, control and supervision over the personnel assigned to CAAP during their hour of duty, and the exercise by the CAAP of its authority shall not be deemed nor interpreted as relinquishment of the powers by the winning Contractor as an employer of the personnel. CAAP reserves the right to increase, reduce, replace withdraw, or reshuffle, wholly or partially placement and/or number of winning Contractor's personnel in the assigned unit or office.

VII. CONSIDERATION

For the services rendered, CAAP, during the existence of the Contract, shall pay the winning Contractor, the corresponding amount based on the terms of the contract for

CAAP units/offices. The personnel shall be paid on a monthly, or semi-monthly, basis for eight (8) working hours a day, Monday to Friday or as scheduled. These rate and manner of payment shall be subject to adjustments in accordance with law and wage orders issued by the Government and as may be agreed upon between the parties to this contract.

VIII. COMPENSATION, MANNER OF PAYMENT, AND ADJUSTMENT IN CONTRACT

CAAP agrees to pay the winning Contractor the contract price every 15th and end of the month upon presentation of a certification under oath of the winning Contractor that all its workers or employees covered by this Contract have been paid in accordance with law and regulations and that with respect to said workers or employees, the winning Contractor has no outstanding *unpaid salaries or claims* as of the date of presentation of the bill provided, that for every absence and tardiness/under time of any personnel, corresponding deduction from the billing shall be made on the basis of the number of calendar days in a month. It is understood that all payments under this contract shall be subject to the usual auditing and accounting requirements of the Philippine Government. It is further understood that non-submission by the winning Contractor of the required certification stated above shall be sufficient basis for CAAP to withhold payment of the bill until such time that such certification shall be submitted. Every payment of salary, allowances or any remuneration to the personnel assigned by the winning Contractor to CAAP must be accompanied by a pay slip, detailing how the amount of salary due and paid was arrived at. All *personnel subject of this Contract* must receive their salaries, allowances, or any remuneration due them in the Savings Account they opened at the area center/office where they are assigned, on their scheduled pay days. Fifteen (15) days after end of each calendar quarter, the winning Contractor shall furnish CAAP a copy of the remittances schedule showing the names of personnel assigned to CAAP and Official Receipt acknowledging said remittance to SSS, Pag-IBIG and PhilHealth, Inc. All bid prices for the duration of the contract shall be fixed and shall not be adjusted during contract implementation, except for the following:

1. Increase in minimum daily wage pursuant to law or new wage order issued after bidding date;
2. Increase in taxes;
3. If during the term of the contract CAAP sees the need for an increase or decrease in the number of personnel, the increase of which should not exceed 10% of the ABC for the contracted year, the corresponding increase/decrease in cost to be computed based on direct cost;
4. Absence by any or all of the 3,933 without replacement; and
5. Tardiness/under time by any or all of the 3,933 personnel.

IX. JANITORIAL SERVICES

The winning Contractor shall provide CAAP with the necessary number of Cleaners. Initially, the Janitorial Unit of the winning Contractor in CAAP and/or its acquired assets or managed projects shall consist of a total of 1,330 cleaners. As the need arises, the winning Contractor hereby obligates itself to post such additional janitors within seventy-two (72) hours upon receipt of request in writing by CAAP. CAAP may

likewise, at any time, reduce such number of cleaners to conform to its requirements. The winning Contractor shall submit a list of the 1,330 cleaners to be assigned in CAAP. They should be physically and mentally fit, with good moral character, honest, reliable, competent, and of cooperative disposition. CAAP, however, reserves the right to demand the immediate replacement of any worker assigned by the winning Contractor to the job whose services will be prejudicial to the interests of CAAP. A separate of at least three (3) cleaners shall be made available as replacement for the regular cleaners and shall likewise be submitted to CAAP for approval.

Electricity and water shall be provided by and shall be of the account of CAAP. CAAP reserves the right to examine and screen all cleaners to determine whether or not the cleaners possess all the qualifications herein enumerated. Whenever necessary and as requested by CAAP or its duly authorized representative, the winning Contractor hereby consents and agrees to make available for examination by CAAP, its *financial statement, licenses, time records, and all pertinent documents*.

MINIMUM SCOPE OF WORK

1. Daily

- 1.1 Sweeping, mopping, spot scrubbing and polishing of all floors. Continuous servicing during office hours of areas with heavy traffic, i.e. the main lobby, entrance ways and waiting areas;
- 1.2 Cleaning and sanitizing of toilets and wash rooms, which include the use of special sanitizing and disinfecting agents in wash basins, urinals and toilet bowls;
- 1.3 Spraying of toilets and certain hallways with deodorant or freshener;
- 1.4 Dusting and cleaning of horizontal and vertical surfaces;
- 1.5 Dusting and cleaning of all glass tops and partitions, exterior and interior surfaces of window and doors, window ledges, air vents and partitions furniture;
- 1.6 Cleaning of ashtrays and receptacles;
- 1.7 Disposal of trash, rubbish and garbage from the confines of the building to receptacles, provided for the purpose;
- 1.8 Sweeping and polishing of stairways and railings; and
- 1.9 Sweeping and cleaning of areas outside the perimeter fence of the office assignment.

2. Weekly

- 2.1 Washing, scrubbing, waxing and polishing of all floors;
- 2.2 Washing of interior and exterior sides of glass windows and doors;
- 2.3 Dusting of light fixtures suspended from the ceiling;
- 2.4 Cleaning, waxing and polishing of office furniture and fixtures, counters, etc. not including items or equipment that require specialized maintenance; and
- 2.5 Cutting, trimming and disposal of grasses, weeds and bushes in the office grounds and garden as well as surrounding areas as required.

3. Monthly

- 3.1 General cleaning of all areas;
- 3.2 General cleaning, sanitizing and disinfecting of all washrooms/toilets; and

3.3 Washing and cleaning at least once every three months or as often as required, of all light diffusers, venetian blinds screen, exterior walls, ceiling etc.

4. Other Duties

4.1 Carrying or hauling of furniture and fixtures, supplies and/or records; and

4.2 Other services which may be required by the Office due to exigencies or similar causes.

The winning Contractor shall submit a daily/weekly/monthly checklist of the performance of the above minimum operations and activities. *In addition to providing janitorial services, the winning Contractor shall also provide janitorial supplies and materials including but not limited to tissues, soaps, disinfectants, dishwashing liquid/soaps, mops, brooms, dustpans, trash bags, dust towels, rubber gloves and other consumable cleaning materials. The winning Contractor commits that the supplies and materials are of a quantity sufficient for utilization of the cleaners and corresponding to the needs of CAAP.*

X. COMPLIANCE WITH LABOR LAWS

The winning Contractor, as the employer of the contracted personnel, assumes full responsibility for compliance with all existing labor, Social Security, HDMF and PHIC laws, rules and regulations, specifically of the Department of Labor and Employment. The winning Contractor assumes full responsibility for compliance with all existing labor laws, rules, and regulations. The winning Contractor undertakes to inform the *outsourced personnel* at the time of hiring as to wages and working conditions under which they are employed including, among others, the following:

- A. The rate of pay per month, week, days or hours;
- B. Method of calculating of wages;
- C. The form, time, and place of payment of wage; and
- D. Any change with respect to any of the preceding items.

Should CAAP be made liable for the winning Contractor's failure to comply with any labor law, rules and regulations, the winning Contractor hereby obligates itself to indemnify CAAP to the full extent of such liability, including attorney's fee.

XI. OBSERVANCE OF OCCUPATIONAL HEALTH AND SAFETY

The winning Contractor shall subject the personnel to tests and examinations required under occupational, health and safety standards and regulations adhered to by CAAP. Whenever necessary, the winning Contractor shall provide the personnel with the proper personal protective supply/equipment as necessary.

XII. LIABILITY FOR CLAIMS, LOSS, DAMAGE AND INJURY

The winning Contractor continues to be the employer of the personnel assigned to CAAP. As such, the winning Contractor assumes full responsibility for any claims for damages to property or personnel injury, including death, that may be caused by said *outsourced personnel* to CAAP officials and employees and to third persons. *The winning Contractor hereby agrees to hold CAAP free from all liabilities and/or*

damages which CAAP officers and employees may suffer by reasons of the performance of the obligations of the winning Contractor under this contract. The winning Contractor shall further hold the CAAP free and harmless from any and all claims, actions, complaints, suits, accountabilities or liabilities arising out of any or all claims for workmen's compensation, unpaid wages, overtime/premium pay, holiday pay, allowances, and/or such other benefits which said employees or personnel of the winning Contractor, or their heirs and assigns, may bring against the CAAP. The winning Contractor shall be responsible for any loss or damage that may be suffered by the CAAP due to the willful act, negligence and/or carelessness of its personnel in the performance of their duties.

***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

- (e) 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 (CAAP-BAC-SF Annex “A” Form 1); **and**
- (f) 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 (CAAP-BAC-SF Annex “A” Form 2); **and**
- (g) Registration of Agency/Contractor with the Department of Labor and Employment (DOLE); **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 (CAAP-BAC-SF Annex “B” Form 1); **and**
- (i) Schedule of Requirements (CAAP-BAC-SF Annex “B” Form 2); **and**
- (j) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (CAAP-BAC-SF Annex “B” Form 3); **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS) (CAAP-BAC-SF Annex “B” Form 4);
and if applicable, Original Notarized Secretary’s Certificate (CAAP-BAC-SF Annex “D” Form 1b) in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney (CAAP-BAC-SF Annex “D” Form 1a) 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.

This shall include all of the following documents as attachment to the Omnibus Sworn Statement:

- 1. Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribe under the 2016 Revised Implementing Rules and Regulation (R-IRR) of RA No. 9184
- 2. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pending cases of the prospective bidders against this Authority; and
- 3. Bid Bulletins (if applicable)

Financial Documents

- (l) 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**
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (**CAAP-BAC-SF Annex "C" Form 4**);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (n) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (o) Original of duly signed and accomplished Financial Bid Form (**CAAP-BAC-SF Bid Form**); **and**
- (p) Original of duly signed and accomplished Price Schedule(s) for Non-Technical (**CAAP-BAC-SF Annex "C" Form 1**); **and**
- (q) Original of duly signed and accomplished Price Schedule(s) for Technical (**CAAP-BAC-SF Annex "C" Form 2**); **and**
- (r) Original of duly signed and accomplished Summary of Price Schedule (**CAAP-BAC-SF Annex "C" Form 3**).

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

- (s) [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.

- (t) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

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{ATTACH COMPANY LETTERHEAD/LOGO}

Bid Form

Date: _____
Invitation to Bid³ N^o: _____

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

Gentlemen and/or Ladies:

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

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB Clause 14.2** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:⁴

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

(if none, state "None")

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

⁴ Applicable only if the Funding Source is the ADB, JICA or WB.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 10.1** of the Bidding Documents.

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Other Bidding Forms

(Annex “A”)

Annex “A” Form 1Statement of all On-going Contracts
Annex “A” Form 2Statement of Single Largest Completed Contract
Annex “A” Form 3Joint Resolution Form for JVA

CAAP-BAC-SF Annex "A" Form 1

{ ATTACH COMPANY LETTERHEAD/LOGO }

Statement of all ON-GOING government and private contracts within ten (10) years from the submission of bids, including contracts awarded but not yet started

Name of Project: _____

Location of Project: _____

Name of Company: _____

Address of Company: _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed	Accomplishment		Values of Outstanding Works
			Description	%			Planned	Actual	
Government									
Private									
Total value of outstanding works									

Submitted by: _____
(Print Name & Signature)

Designation: _____

Date: _____

{ ATTACH COMPANY LETTERHEAD/LOGO }

Statement of single largest COMPLETED contract similar to the contract to be bid

Name of Project: _____
 Location of Project: _____

Name of Company : _____
 Address of Company: _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Contractor's Role		Contract Amount at Award	a. Date Awarded b. Date of Contract c. Contract Duration d. Date Started e. Date Completed
			Description	%		

Submitted by: _____
 (Print Name & Signature)

Designation: _____

Date: _____

JOINT RESOLUTION

Whereas, _____ (Bidder / Name of Particular JV Partner), duly organized and existing under the Laws of the _____, with office address at _____, represented herein by its _____, _____, and _____ (Name of Particular JV Partner), duly organized and existing under the Laws of the _____, with main office address at _____, represented by herein by its _____, have entered into a Joint Venture (JV) Agreement to undertake the following project / contract:

(Name of Project / Contract)

Whereas, in order to facilitate the orderly execution and conduct of the contract that was entered into by the joint venture in the name of the joint venture, it is hereby resolved by the parties in the Joint Venture as follows:

1. To appoint _____ as the Authorized Managing Officer and Official Representative, to represent, to manage the Joint Venture and is empowered to enter in contract in the name of the Joint Venture, or to sign for any document in the name of the Joint Venture required by the (Procurement Agency) or any entities pursuant to the terms of the Joint Venture Agreement:
2. That, the parties agreed to make _____(Name of Particular Lead Partner) _____ as the Lead Partner of the Joint Venture and (Name of Authorized Officer) _____ as the Official Representative & Managing Partner of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract in the name of the Joint Venture, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation. _____ is fully authorized and empowered to sign any or all documents pertaining to the above stated project / contract in the name of the Joint Venture.
3. That the parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.
4. That the terms of the JV Agreement entered into the parties shall be valid and is co-terminus with the final completion and turnover of the Name of Contract / Project to the agency of the government, which in this case, the (Name of Procurement Entity);

IN WITNESS THEREFORE, We hereby sign jointly this Joint Resolution this _____ day of _____, 20 ____ in _____.

Name of Bidder (Lead Partner)

Name of Bidder (Member Partner)

By: _____
Signature & Name of
Managing Officer

By: _____
Signature & Name of Authorized
Authorized Representative

Designation / Position

Designation / Position

Name of Bidder (Member Partner)

Name of Bidder (Member Partner)

By: _____
Signature & Name of
Managing Officer

By: _____
Signature & Name of Authorized
Authorized Representative

Designation / Position

Designation / Position

SIGNED IN THE PRESENCE OF:

A C K N O W L E D G E M E N T

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

BEFORE ME, a Notary Public, for and in the City of _____, Philippines,
this _____ day of _____, 20____ personally appeared the following persons:

NAME	Community Cert. No.	Date / Place of Issue
-------------	----------------------------	------------------------------

Representing to be the _____ of
_____ and _____ of
_____ respectively, known to me and
to me known to be the same persons who executed the foregoing instrument for and in behalf
of said corporations and who acknowledge to me that same is their free and voluntary act
and deed as well as of the corporations which they represent, for the uses, purposes, and
considerations therein set forth and that they are duly authorized to sign the same.

This Instrument consists of THREE (3) pages including this page wherein this
Acknowledgement is written and signed by the parties and their instrumental witnesses on
each and every page thereon.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date hereinafter first
above written.

NOTARY PUBLIC

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

Other Bidding Forms

(Annex "B")

Annex "B" Form 1	Bid Securing Declaration
Annex "B" Form 2	Schedule of Requirements
Annex "B" Form 3	Conformity with Technical Specification
Annex "B" Form 4	Omnibus Sworn Statement

BID SECURING DECLARATION FORM

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, 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.

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 _____

{ ATTACH COMPANY LETTERHEAD/LOGO }

Schedule of Requirements

Item Number	Position Title/Description	Quantity	Unit	Delivered, Weeks/Months
Non-Technical				
Technical				

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

{ ATTACH COMPANY LETTERHEAD/LOGO }

Technical Specifications

Item	Position Title / Description	Monthly Salary	Statement Of Compliance
Non-Technical			
Technical			

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

Omnibus Sworn Statement

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;

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 (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 _____

* This form will not apply for WB funded projects.

Other Bidding Forms

(Annex “C”)

Annex “C” Form 1.....	Price Schedule for Non-Technical Personnel
Annex “C” Form 2.....	Price Schedule for Technical Personnel
Annex “C” Form 3.....	Net Financial Contracting Capacity

(ATTACH COMPANY LETTERHEAD/LOGO)

CAAP-BAC-SF Annex " C" Form 1

PRICE SCHEDULE FOR NON-TECHNICAL PERSONNEL

Name of Project: **PROCUREMENT OF MANPOWER OUTSOURCING CONTRACT FOR PROVISION OF TECHNICAL AND NON-TECHNICAL PERSONNEL SUPPORT SERVICE REQUIREMENTS FOR CAAP CENTRAL OFFICE AND AREA CENTERS NATIONWIDE UNDER A THREE (3)-YEAR SERVICE AGREEMENT**

	Accountant	Accounting Analyst	Accounting Assistant	Administrative Assistant	Air Conditioning Technician	Air Traffic Flow Management Assistant	Airport Facility Cleaner	Airport Firefighter	Aviation Medical Assistant	Budgeting Analyst	Budgeting Assistant	Building Electrician	Building Maintenance	Building Maintenance Worker	CCTV Operator	Computer Specialist	Data Encoder	Driver	Equipment Maintenance Service Technician	Human Resource Management Assistant	IT Assistant	Mechanical Plant Operator	Nurse	Para Legal Aide	Parking Attendant	Revenue Collection Clerk	Terminal Fee Collector	
Salary Grade	13	11	8	8	5	11	3	6	9	11	8	3	4	4	4	4	8	8	4	6	8	8	4	11	6	2	4	3
Amount Payable to the Employee																												
a. Basic Pay																												
b. Service Incentive Leave																												
c. 13th Month Pay																												
d. COLA																												
e. Sub-Total (a+b+c+d)																												
Amount Payable to the Government																												
f. Pag-ibig Contribution																												
g. SSS Contribution																												
h. PHIC																												
i. ECC																												
j. Sub-Total (f+g+h+i)																												
Total Amount Payable to Employee and the Government (e-j)																												
l. No. of Personnel	3	29	72	1,186	3	7	1,330	254	8	5	5	4	42	201	6	6	72	46	36	38	10	8	47	2	3	1	7	
TOTAL MONTHLY PAYABLE TO EMPLOYEE AND GOVERNMENT (k x l)																												
TOTAL ANNUAL PAYABLE TO EMPLOYEE AND GOVERNMENT (m x 12)																												

- A. TOTAL LABOR COST FOR ONE (1) YEAR
- B. COST OF SUPPLIES AND MATERIALS
- C. SUB-TOTAL (A+B)
- D. ADD: ADMINISTRATIVE FEE (% OF C)
- E. SUB-TOTAL (C+D)
- F. ADD: VAT (12% OF E)
- G. TOTAL CONTRACT AMOUNT FOR ONE (1) YEAR (E+F)

SUBMITTED BY: _____
 Printed Name & Signature

 Designation

 Date

PRICE SCHEDULE FOR TECHNICAL PERSONNEL

Name of Project: **PROCUREMENT OF MANPOWER OUTSOURCING CONTRACT FOR PROVISION OF TECHNICAL AND NON-TECHNICAL PERSONNEL SUPPORT SERVICE REQUIREMENTS FOR CAAP CENTRAL OFFICE AND AREA CENTERS**

NO.	Position Title / Description	Salary Grade	A. Proposed Monthly Salary	Additional Fringe Benefits		D. Subtotal (A+B+C)	E. Months	F. Proposed Annual Salary (D x E)	Employer/Social Insurance Counterpart Contribution (Annual)			K. Subtotal (G+H+I+J)	L. Overtime Pay (Annual) (7% x A x E)	M. Night Differential (Annual) (7% x A x E)	N. 13th Month Pay (Annual)	O. Personnel Services (F+K+N)	P. Number of Existing Personnel	Q. TOTAL (O x P)
				B. Service Incentive Leave	C. COLA				G. Pag-IBIG	H. SSS	I. PhilHealth							
1	Administrative, Accounting and Finance Consultant																1	
2	Aerodrome Engineer I (Ceceletic)	14															1	
3	Air Navigation Systems Specialist (ANSS) Assistant*	17															39	
4	Air Traffic Controller (ATC) Assistant*	18															61	
5	Air Traffic Management Officer (ATMO) Assistant*	20															103	
6	Aircraft Accident/Incident Investigator																1	
7	Aircraft Cabin Safety Inspector																4	
8	Aircraft Maintenance Technician	8															3	
9	Airfield Lighting and Power Technician (ALPT) Assistant*	8															76	
10	Airport Technical Assistant I	11															7	
11	Airport Technical Assistant II	12															8	
12	Airworthiness Inspector																12	
13	Airworthiness Inspector/Spokesperson to Bureau Veritas																1	
14	Asset Management Consultant																1	
15	Assistant Aviation Safety Inspector	12															10	
16	Assistant CNS Flight Inspection Pilot	12															3	
17	Aviation Safety Consultant																1	
18	Aviation Security Instructor																1	
19	Business Continuity Management Group																1	
20	Business Development Consultant																2	
21	CMA Online Framework Specialist																1	
22	Communications Officer																1	
23	Consultant (Engineer) COS																1	
24	Coplan Consultant (IT)																1	
25	Corporate Planning Consultant																1	
26	CSIS Consultant																1	
27	ECG Technician																1	
28	Economic Adviser																1	
29	Ear Nose Throat (ENT) Specialist																1	
30	Electrical Engineer																1	
31	Engineer	16															52	
32	Engineering Technical Assistant	12															34	
33	Flight Inspection Pilot																1	
34	Flight Operations Safety Inspector																9	
35	Flight Safety Investigator																1	
36	Flight Safety Inspectorate Consultant																1	
37	HR Specialist																1	

(ATTACH COMPANY LETTERHEAD/LOGO)

CAAP-BAC-SF Annex "C" Form 2

PRICE SCHEDULE FOR TECHNICAL PERSONNEL

Name of Project: **PROCUREMENT OF MANPOWER OUTSOURCING CONTRACT FOR PROVISION OF TECHNICAL AND NON-TECHNICAL PERSONNEL SUPPORT SERVICE REQUIREMENTS FOR CAAP CENTRAL OFFICE AND AREA CENTERS**

NO.	Position Title / Description	Salary Grade	A. Proposed Monthly Salary	Additional Fringe Benefits		D. Subtotal (A+B+C)	E. Months	F. Proposed Annual Salary (D x E)	Employer/Social Insurance Counterpart Contribution (Annual)			K. Subtotal (G+H+I+J)	L. Overtime Pay (Annual) (7% x A x E)	M. Night Differential (Annual) (7% x A x E)	N. 13th Month Pay (Annual)	O. Personnel Services (F+K+N)	P. Number of Existing Personnel	Q. TOTAL (O x P)
				B. Service Incentive Leave	C. COLA				G. Pag-IBIG	H. SSS	I. PhilHealth							
38	HRM Consultant																	
39	Intelligence Operative																	
40	IT Consultant																	
41	Legal, Accounting and Finance Consultant																	
42	Liaison Officer																	
43	Medical Examiner																	
44	Multimedia Officer																	
45	Opiometrist																	
46	Organizational and Management Development Consultant																	
47	Paralegal																	
48	Pathologist																	
49	Pilot Examiner																	
50	Press Relations Officer																	
51	Project Research Specialist																	
52	Psychiatrist																	
53	Radiologist																	
54	Resident Engineer																	
55	Senior Dangerous Goods Inspector																	
56	Special Projects Research Officer																	
57	Special Projects Researcher																	
58	State Safety Program Consultant																	
59	Strategic Planning Technical Consultant																	
60	Technical Assistant																	
61	Technical Consultant																	
Total																		
502																		

R. Add: Administrative Cost (% of Total Q)

S. Value Added Tax [12% of (Total Q + R)]

GRAND TOTAL (Total Q + R + S)

SUBMITTED BY:

Printed Name & Signature

Designation

Date

{ATTACH COMPANY LETTERHEAD/LOGO}

Summary of Bid Proposal

Name of Project: PROCUREMENT OF MANPOWER OUTSOURCING CONTRACT FOR PROVISION OF TECHNICAL AND NON-TECHNICAL PERSONNEL SUPPORT SERVICE REQUIREMENTS FOR CAAP CENTRAL OFFICE AND AREA CENTERS NATIONWIDE UNDER A THREE (3)-YEAR SERVICE AGREEMENT

Classification	Position Items / Lot	A. Annual Salaries / Cost	B. Admin Cost (% of A)	C. 12 %VAT [12% x (A+B)]	D. Total (A+B+C)
Non-Technical					
Salaries	3,431				
Cost of Janitorial Supplies and Materials	1				
Technical					
Salaries	502				
GRAND TOTAL					

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

{ ATTACH COMPANY LETTERHEAD/LOGO }

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 (BIR) 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.

Item No.	Particular	Year

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

NFCC = K (Current Assets – Current Liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = Php _____

K = 15 regardless of the period or duration of the project.

Or

Commitment from a licensed bank to extend to it a credit line if awarded the contract or cash deposit certificate in the amount of at least 10% of the proposed project to bid.

Name of Bank: _____ Amount: _____

Herewith attached are certified true copies of the Income Tax Return and Audited Financial Statement stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and the cash deposit certificate or certificate of commitment from a licensed bank to extend a credit line.

SUBMITTED BY:

Signature: _____

Printed Name: _____

Position: _____

Name of Company: _____

Date: _____

Other Bidding Forms

(Annex “D”)

Annex “D” Form 1aAuthority of Signatory (Special Power of Attorney)
Annex “D” Form 1bAuthority of Signatory (Secretary's Certificate)

**AUTHORITY OF SIGNATORY
(SPECIAL POWER OF ATTORNEY)**

I, _____, President of _____ (Name of the Bidder), a corporation incorporated under the laws of the Republic of the Philippines with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ (Name of the Project) as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ date of _____, 20____ at _____.

Signed in the Presence of:

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in _____ (City Address)_____, this _____ day of _____, 20____, personally appeared:

NAME	CTC NO.	ISSUED AT/ON
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the forgoing instrument consisting of _____ () pages, including the page whereon the acknowledgements is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20 _____
PRT No.: _____
Issued at: _____
Issued on: _____
TIN No: _____

Doc. No. _____

Page No. _____
Book No. _____
Series of _____

**AUTHORITY OF SIGNATORY
(SECRETARY'S CERTIFICATE)**

I, a duly elected and qualified Corporate Secretary of
(Name of the Bidder), a corporation duly organized and existing under and by virtue of the law of
the, DO HEREBY CERTIFY, that:

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

At the regular meeting of the Board of Directors of the said Corporation duly convened and
held on at which meeting a quorum was present and acting throughout, the following resolutions were
approve, and the same have been annulled, revoked and amended in any way whatever and are in full
force and effect on the date hereof:

RESOLVED, that(Name of Bidder)be, as it hereby is, authorized to participate in the bidding
of(Name of the Project)by the(Name of the Procuring Entity); and in that if awarded the project shall
enter into a contract with the(Name of the Procuring Entity)and in connection therewith hereby
appoints(Name of Representative), acting as duly authorized and designated representatives of(Name
of the Bidder), and granted full power and authority to do, execute and perform any and all acts
necessary and/or to represent(Name of the Bidder)in the bidding as fully and effectively as the(Name
of the Bidder)might do if personally present with full power of substitution and revocation and hereby
satisfying and confirming all that my said representative shall lawfully do or cause to be done by
virtue hereof;

RESOLVED FERTHER THAT, the Board hereby authorized its President to:

1. execute a waiver of jurisdiction whereby the(Name of the Bidder)hereby submits itself to the
jurisdiction of the Philippine government and hereby waives its right to question the
jurisdiction of the Philippine court;
2. execute a waiver that the (Name of the Bidder) shall not seek and obtain writ of injunctions
or prohibition or restraining order against the CAAP or any other agency in connection with
this Project to prevent and restrain the bidding procedures related thereto, the negotiating and
award of a contract to a successful bidder, and the carrying out of the awarded project.

WITNESS the signature of the undersigned as such officer of the said_this.

-

(Corporate Secretary)

SUBSCRIBED AND SWORN to before me thisday of, 20affiant exhibited to me his/her
Community Tax Certificate No. _____ issued on_____at, Philippines.

Notary Public

Until 31 December 20_____
PRT No.: _____
Issued at: _____
Issued on: _____
TIN No.: _____

Doc. No. _____
Page No.: _____
Book No.: _____
Series of _____

