



# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

## RE-BIDDING OF ONE (1) YEAR MANPOWER SERVICE ON TEMPORARY STAFFING FOR UCPB SAVINGS

*Bid Reference No.: ITB-HRD-001-21-03-2023/RB1*

Government of the Republic of the Philippines

*Approved Budget for the Contract is Two Million Pesos  
Only (Php2,000,000.00)*

Sixth Edition  
July 2020

A handwritten signature in black ink, appearing to read "Fay".

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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



## Re-Bidding of One (1) Year Manpower Service on Temporary Staffing for UCPB Savings

1. The **UCPB Savings, Inc. (UCPBS)**, through the Approved Corporate Budget of Year 2023 intends to apply the sum of *Two Million Pesos Only (Php2,000,000.00), inclusive of all applicable taxes and other charges, including insurance coverage (if applicable)* Php2,000,000.00 being the ABC to payments under the contract for **Procurement of One (1) Year Manpower Services on Temporary Staffing for UCPB Savings** with reference number **ITB-HRD-001-21-03-2023/RB1**, Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **UCPB Savings, Inc. (UCPBS)**, now invites bids for the above Procurement Project. Delivery of the Goods is required by **One (1) Year Service Contract**. Bidders should have completed, within 3 years prior 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).
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.
  - a. 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 No. 5183.
4. Prospective Bidders may obtain further information from **UCPB Savings, Inc. (UCPBS)**, and inspect the Bidding Documents at the address given below during **8:00 AM to 4:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **April 24, 2023 (Monday) to May 8, 2022(Monday)** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php5,000.00*.

Instructions to bidders on payment of bid documents:

- a. The payment for the Bid Documents shall be limited to Cash or Manager's/ Cashier's Check payable to UCPB Savings. Personal checks shall not be accepted.
- b. The Bidder is required to enclose the cover page of this Invitation to Bid (ITB) in order to properly determine which bid document, the bidder is paying for.

6. The UCPB Savings, Inc.(UCPBS) will hold a Pre-Bid Conference<sup>1</sup> on *April 28, 2023(Tuesday)* at *1:30pm via MS Teams*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before *11:30am of May 9, 2023(Tuesday)*. 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 *May 9, 2023 (Tuesday)* at *1:30pm via MS Teams*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **UCPB Savings, Inc. (UCPBS)**, reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**DRONNEL A. ESPINA**

BAC Secretariat

**UCPB SAVINGS, INC.**

2<sup>nd</sup> Floor, Overseas Filipino (OF) Bank Center Building

1000 Liwasang Bonifacio, Barangay 656-A,

Intramuros, 1000 Manila City, Metro Manila

E-mail: [bacsecretariat@ucpbsavings.com](mailto:bacsecretariat@ucpbsavings.com) | Website: [www.ucpbsavings.com](http://www.ucpbsavings.com)

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.ucpbsavings.com>

*[Date of Issue]*

  
**DANTE R. CORTEZ**  
BAC Chairperson

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<sup>1</sup> 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.

## *Section II. Instructions to Bidders*

## **1. Scope of Bid**

The Procuring Entity, **UCPB Savings, Inc. (UCPBS)** wishes to receive Bids for the ***Re-Bidding of One (1) Year Manpower Service on Temporary Staffing for UCPB Savings***, with identification number ***ITB-HRD-001-21-03-2023/RB1***.

The Procurement Project (referred to herein as “Project”) is covers 1 item, 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 ***year 2023*** in the amount of ***Php2,000,000.00, inclusive of all applicable taxes and other charges, including insurance coverage if applicable.***
- 2.2. The source of funding is the corporate budget of UCPBS or procuring entity

## **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 limited to those allowed under the rules may participate in this Project.

- 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 the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

## 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 {[insert if applicable]} 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 3 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 Declaration<sup>2</sup> 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 *[indicate date]*. 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**.

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<sup>2</sup> 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. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

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

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

## **20. Post-Qualification**

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

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

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

### *Section III. Bid Data Sheet*

## Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Re-Bidding of One (1) Year Manpower Service on Temporary Staffing for UCPB Savings (ITB-HRD-001-21-03-2023/RBI).</i></li> <li>b. completed within <b>3 years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Subcontracting not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>UCPB Savings Head Office in Manila City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php40,000.00 (2% of ABC)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php100,000.00 (5% of ABC)</b> if bid security is in Surety Bond.</li> </ul>
19.3	<i>One Lot – Re-Bidding of One (1) Year Manpower Service on Temporary Staffing for UCPB Savings</i>
20.2	In case the bidder opted to submit their Class "A" Documents as part of the eligibility documents during bid submission, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

## *Section IV. General Conditions of Contract*

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

## **5. Warranty**

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

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

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is [indicate name(s)].</p> <p style="text-align: center;"><b>Dronnel A. Espina BAC Secretariat UCPB Savings, Inc. 2nd and 3rd Floor OF Bank Center Building 1000 Liwasang Bonifacio, 1000 Manila City Email Address: <a href="mailto:bacsecretariat@ucpbsavings.com">bacsecretariat@ucpbsavings.com</a></b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts – N/A</b></p>

	<p><b>Packaging – N/A</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation – N/A</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights – N/A</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>The client shall pay the personnel service provider on the agreed service fee as per actual number of workdays and man-hours spent shall be used for billing purposes.</p> <ul style="list-style-type: none"> <li>a) Rates are inclusive of the 12% VAT.</li> <li>b) Billing is based on daily rate.</li> <li>c) Equipment and supplies are billed separately.</li> <li>d) Pay for holidays, whether worked, unworked or falling on rest day(s) shall be billed as incurred be billed as regular work days if unworked, as rest day if worked.</li> <li>e) Overtime service (performed beyond the regular first 8 hours) shall be billed with the premiums provided under the Labor Code applied to the billing rate.</li> <li>f) Paternity, Women's Leave Benefits and other benefits costs not integrated in the agreed billing rate shall be billed as incurred.</li> <li>g) Any overdue billing shall automatically bear on the agreed interest per month compounded monthly until fully paid.</li> </ul>

	<p>h) In the event any of the contractor's deployed agency staff are directly hired by the client or any of its affiliate, subsidiary or agent, during their deployment or the first year from their last day of assignment with client, an absorption fee on the agreed commencing annual gross income of the agency staff be charged by the contractor's deployed employee shall only have effect upon due and proper notice to the contractor such that without any written notice, the contractor shall continue to bill and the client shall continue to pay the usual billing rate, regardless of any absorption that may have taken place prior to the notice.</p>
4	Not Applicable

## ***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.

## *Section VII. Technical Specifications*

A handwritten signature consisting of stylized initials, possibly 'B' and 'F', followed by a surname.

## ANNEX "A"

### TERMS OF REFERENCE

#### **RE-BIDDING OF ONE (1) YEAR MANPOWER SERVICE ON TEMPORARY STAFFING FOR UCPB SAVINGS**

##### **I. OBJECTIVE**

The **UCPB Savings (UCPBS)** through the Human Resources Department is in need of manpower service provider as part of its personnel augmentation on a contractual basis with approximately six (6) personnel, under the existing laws of the Republic of the Philippines.

##### **II. MODE OF PROCUREMENT**

UCPB SAVINGS Bank (UCPBS) shall undertake procurement through the modality of competitive bidding pursuant 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, otherwise known as the "Government Procurement Reform Act".

##### **III. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The approved budget for the contract is PESOS: **Two Million Pesos Only (Php 2,000,000.00)**.

2,000,000.00 (Dec.)	2,000,000.00
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The above ABC is merely an estimate for budget purpose and does not entitle the winning bidder to claim the entire amount. Payments to the winning bidder shall be based on the **actual monthly billing for the services rendered**. The bidder shall include all applicable government taxes and other charges, including insurance coverage in its bid.

##### **IV. PERIOD COVERED**

One (1) year to commence upon receipt by the Winning Bidder of the Notice to Proceed (NTP).

## **V. AREAS OF COVERAGE**

UCPB Savings Bank head office based; where the nature of job is clerical and/or temporary staffing.

## **VI. TERMS AND CONDITIONS OF THE SERVICES**

The Winning Bidder (Service Provider for Personnel Services) shall provide UCPB SAVINGS Bank (UCPBS) with the following services:

The daily minimum wage rate as determined by the Regional Tripartite Wages Board and Productivity Board having jurisdiction over the area of operation shall be the benchmark for wages, where applicable.

- a) Nothing herein shall be construed as establishing an employer-employee relationship between UCPB Savings Bank and the Contractor and the latter's employees who will be assigned to UCPB SAVINGS Bank. The Contractor shall at all times be personally and directly responsible for the personnel under its employee.
- b) Work authorized to be performed by personnel during legal holidays and rest days shall be compensated in accordance with the existing provisions of the Labor Code.
- c) Services rendered beyond the required number of hours per day shall be considered overtime work subject to overtime pay.
- d) The Contractor shall ensure and guarantee that the salaries and benefits of its personnel deployed in UCPB SAVINGS Bank are properly paid on time in accordance with law. The Contractor shall acknowledge the right of UCPB SAVINGS Bank to conduct payroll audit at any given time during the contract period.
- e) The daily wages shall be adjusted correspondingly if any law, order, rule or regulation is promulgated or issued increasing the minimum wage, if applicable, or providing for payment of additional employee benefits.
- f) The Contractor shall furnish to the UCPB SAVINGS Bank a bond in the amount of Fifty Thousand Pesos (P50,000.00) to answer for any loss or damage that may be incurred by UCPB SAVINGS Bank arising from the Contractor's failure to comply with applicable labor laws and other social welfare rules and regulations, such as but not limited to non-payment of salaries and wages, and non-remittance of SSS, Philhealth and Pag-ibig benefits and taxes of its employees, but shall in no case cover

losses/damages incurred by UCPB SAVINGS Bank arising from criminal action of an employee or those arising from any act or omission of the latter which is beyond the scope of their assigned tasks.

g) As in independent job Contractor, the Contractor warrants and undertakes that:

- It has secured all the necessary licenses required to engage in business as an independent job contractor, and that it shall, for the duration of this agreement, maintain its status as such independent contractor in good standing.
- It won substantial capital, and is capacitated to provide tools, equipment and facilities necessary to carry out its obligations under this agreement.
- It offers its services to the public at large, and that it has, in fact, several other clients aside from the UCPB SAVINGS Bank.
- The employees utilized by the Contractor to carry out its obligations under this agreement are its regular or probationary employees, whichever is applicable. Nothing herein contained or any act committed and/or omitted in the performance of the Contacted Services hereunder shall be construed as creating the relationship of principal and agent or of employer-employee between UCPB Savings Bank and the Contactor or any of the latter's personnel assigned to perform the contracted services.
- The Contractor shall remain registered in the registry of contractors and sub-contractors of the Department of Labor and Employment, in accordance with existing rules and regulations.

h) As the employer of the personnel who are assigned to deliver the Contracted Services, the Contractor obligates itself to:

- Pay all wages, salaries and other benefits of its employees provided that payment shall cover only those wages, salaries and benefits earned by the employees during their tenure with them.
- Comply with all laws, rules and regulations pertaining to labor and employment, such as, but not limited to, payment of SSS, Philhealth and Employee Compensation Premium, payment of the 13<sup>th</sup> month pay, grant of service incentive leaves, and other benefits provided and as applicable under the Labor Code.
- Directly remit on a monthly basis the employees' and employer's shares of contributions to the SSS, ECC, Philhealth and Pag-ibig Fund.
- Furnish UCPB SAVINGS Bank upon request such documents or proofs evidencing compliance by the Contractor with labor laws relative to wages, labor standards, and other legally mandated employee benefits of the personnel assigned to deliver the Contracted Services.

- i) Should the cost of any particular contracted service increase, whether as a result of government wage orders or government-mandated increase in statutory benefits such as the Social Security, Philhealth and Pag-ibig benefits, the Contractor shall adjust its service fee correspondingly, upon prior advise to UCPB SAVINGS Bank. Should the parties fail to agree on the fee revision, either party may terminate the affected service by servicing to the other a written notice of termination of the affected service. Likewise, should the cost of any particular service increase during a particular period as a result of special statutory benefits provided to the deployed personal such as but not limited to paternity leave, woman's leaves, and other benefits not integrated in the agreed service fee, the Contractor shall make the corresponding billing adjustment, pertaining to the affected service and for the particular period where such additional service costs were incurred.
- j) The Contractor shall issue a payslip to every payday detailing the salaries received and all deductions due to each personnel.
- k) The Contractor, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national and local laws. It shall comply with the rules and regulations of regulatory authorities and commissions. Relative thereto, the Contractor shall be required to apply for the renewal of its Certificate of Registration thirty (30) days before the expiration of its registration with DOLE if said registration will expire within the contract period. It shall submit to UCPB SAVINGS Bank a certification from the DOLE that its application is in process.
- l) The Contractor shall assume full responsibility for any claim that its personnel may make by reason of their employment and in case of accident, injury or illness incurred in the line of duty.
- m) The Contractor shall ensure that, in case of absences, relievers and/or replacements with the same qualifications and/or competence as required by UCPB SAVINGS Bank are available at all times to ensure continuous and uninterrupted service.
- n) UCPB SAVINGS Bank shall inform the Contractor if any of its personnel has not been performing satisfactorily, has been remiss in the performance of his/her duties and/or has been found liable for committing acts detrimental to UCPB SAVINGS Bank and/or the latter's Project/s, and following due process, the Contractor shall cause the replacement of the subject personnel at any time if he/she has been found guilty of such. UCPB SAVINGS Bank may request the Contractor to assign/deploy such additional number of personnel as may be necessary or warranted.

- o) The Contractor shall consider the minimum qualification standards and level of competence required by UCPB SAVINGS Bank for the services to be performed in the hiring of personnel to be assigned at UCPB SAVINGS Bank. However, the Contractor may hire the present personnel performing personnel services for UCPB SAVINGS Bank.
- p) The Contractor shall answer for and indemnify UCPB SAVINGS Bank for the cost of any damage to or loss of UCPB SAVINGS Bank's property which is due or sustained through the fault or negligence of its personnel.
- q) The Contractor's personnel shall abide by UCPB SAVINGS Bank's policies, rules and regulations.
- r) The Contractor and its personnel shall hold and maintain confidential all information which may come into their possession or knowledge in connection with the performance of the services, and not make use thereof other than for the performance of the services under the Service Agreement or as mandated by UCPB SAVINGS Bank. The confidentiality obligation of the Contractor and its personnel shall remain effective even beyond the termination of the Service Agreement, within reason and as provided for by law.
- s) The Contractor's personnel shall submit themselves to all security and safety protocols of UCPB SAVINGS Bank.
- t) UCPB SAVINGS Bank shall make prior full disclosure of any part of the service that involves sensitive functions, such as but not limited to handling of cash or valuable, issuance of receipts and invoices, frequent or regular long-distance travel, handling operating machines or equipment that requires special skills, and the like, subject to mutual agreement of both parties. In no case shall the Contractor be held liable for any loses, damage or injury arising from any such sensitive job activities previously undisclosed and which the Contractor has not agreed to, or which are not directly attributable to the fault or negligence of the Contractor and/or its deployed personnel or for losses, injury or damages arising from the commission of a crime by any of the deployed employees.
- u) The Contractor and its employees shall treat as confidential and properly safeguard both during and after the termination of this agreement any and all confidential information, documents, papers, programs plans, ideas and/or trade secrets relating to UCPB SAVINGS Bank or any of its products which the contractor or its employees may acquire or which may be

disclosed to them by UCPB SAVINGS Bank or any of its products which the contractor or its employees may acquire or which may be disclosed to them by UCPB SAVINGS Bank in the course of the performance of the agreement.

- v) Both parties warrant that they shall, at all times, be fully compliant with the Data Privacy Act of 2012, its respective rules and regulations including any amendments/supplements thereto as well as any applicable privacy laws/regulations.

All personal data collected and processed under this agreement shall be handled in accordance with the provisions of the Data Privacy Act of 2012 in compliance with the rules and regulations of the National Privacy Commissions.

- w) The Contractor shall not charge UCPB SAVINGS Bank administrative fee for any non-regular/non-statutory benefits it may grant its personnel, whether given in monetary or non-monetary form.
- x) The Contractor shall provide a dedicated representative/coordinator who shall be on-call to address all concerns regarding the deployment of its personnel to UCPB SAVINGS Bank.
- y) Performance of the Contractor shall be subject to an appraisal system to be administered quarterly and shall have the composite valuation of the different departments of UCPB SAVINGS Bank. The performance criteria shall include, among others, the following: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports.
- z) Based on the assessment, UCPB SAVINGS Bank may pre-terminate the contract for failure of the Contractor to perform its obligations, in line with the Guidelines on Termination of Contracts (Annex I of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184).
  - a. Unable to provide manpower requirements within 30 days upon date of receipt may be given a corresponding penalty which both parties may agree on;
  - b. This agreement shall have a periodic performance evaluation of the winning personnel bidder unless terminated by either party upon 30-day written notice.

## **VII. REQUIRED QUALIFICATIONS AND REQUIREMENTS FOR PROSPECTIVE BIDDERS TO BE SUBMITTED FOR THE BID OPENING**

The following documents are required to prove qualification of bidder:

1. Bidder must be accredited by the Philippine Government Electronic Procurement System (PhilGEPS).
2. Bidder must provide Certificate of Registration with SEC/DTI/CDA;
3. Bidder must provide Tax Clearance per E. O. 398, s. 2005, as finally reviewed and approved by Bureau of Internal Revenue (BIR).

## **VIII. PAYMENTS**

The client shall pay the personnel service provider on the agreed service fee as per actual number of workdays and man-hours spent shall be used for billing purposes.

- a) Rates are inclusive of the 12% VAT.
- b) Billing is based on daily rate.
- c) Equipment and supplies are billed separately.
- d) Pay for holidays, whether worked, unworked or falling on rest day (s) shall be billed as incurred be billed as regular work days if unworked, as rest day if worked.
- e) Overtime service (performed beyond the regular first 8 hours) shall be billed with the premiums provided under the Labor Code applied to the billing rate.
- f) Paternity, Women's Leave Benefits and other benefits costs not integrated in the agreed billing rate shall be billed as incurred.
- g) Any overdue billing shall automatically bear on the agreed interest per month compounded monthly until fully paid.
- h) In the event any of the contractor's deployed agency staff are directly hired by the client or any of its affiliate, subsidiary or agent, during their deployment or the first year from their last day of assignment with client, an absorption fee on the agreed commencing annual gross income of the agency staff be charged by the contractor's deployed employee shall only have effect upon due and proper notice to the contractor such that without any written notice, the contractor shall continue to bill and the client shall continue to pay the usual billing rate, regardless of any absorption that may have taken place prior to the notice.

## **IX. RIGHT TO REJECT PRICE PROPOSAL/ QUOTATIONS AND ANNUL THE PROCUREMENT PROCESS**

The UCPB SAVINGS (Bank) reserves the right to reject any or all price proposals/ quotations and to annul the procurement process, at any time prior to contract award, without thereby incurring any liability to the affected vendor, and to accept only the offer that is most advantageous to the Government.

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### *Legal Documents*

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

#### *Technical Documents*

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

#### *Financial Documents*

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

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

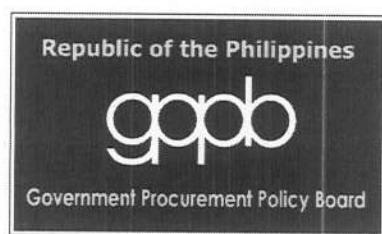
- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

**25 FINANCIAL COMPONENT ENVELOPE**

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



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