



Republic of the Philippines
PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE
APO PRODUCTION UNIT, INC.



SUPPLEMENTAL/BID BULLETIN
Procurement of Manpower Services for APUI - Quezon City and APUI-Lima Batangas
(Multi-Year Contract) (PB-33-22)
28 October 2022

This addendum No. 1 is issued to clarify, modify, and amend items in the Bidding Documents specifically in the Invitation to Bid, Instruction to Bidders, Special Conditions of the Contract, Technical Specifications, and Bidding Forms Accordingly, this shall form an integral part of the Bid Documents:

Section I. Invitation to Bid, Page 8

FROM

ORIGINAL PROVISION

Invitation to Bid, Clause 1

The APO Production Unit, Inc., through the Approved Annual Procurement Plan (APP) for CY 2022 intends to apply the sum of *Eight Million Four Hundred Eighteen Thousand Four Hundred Forty-Nine Pesos and 19/100 (PhP 8,418,449.19)* being the Approved Budget for the Contract (ABC) only for the first (1st) year of the multiyear contract (covering the period from 1 January 2023 to 31 December 2025) to payments under the contract for the *Provision of Multi-Year Contract for Manpower Services for APO-QC and APO-Lima Batangas (PB-33-22)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The total approved budget allocation under this project for multi-year are described as follows:

YEAR	Approved Budget for the Contract
1 st year (1 January 2023- 31 December 2023)	PhP 8,418,449.19
2 nd year (1 January 2024 - 31 December 2024)	PhP 8,418,449.19
3 rd year (1 January 2025 - 31 December 2025)	PhP 8,418,449.19
Total ABC for 3 years	Php 25,225,347.57

This bidding for multi-year security service contract follows GPPB's guidelines on the Procurement of Manpower and Janitorial Services under GPPB Resolution No. 24-2007 dated 28 September 2007. In line with the foregoing, prospective bidders are encouraged to strictly follow the provisions of said guidelines, including fixed pricing for full duration of contract term, yearly performance evaluation as pre-condition to renewal and other terms. APO reserves the right to pre-terminate contract without liability for reasons of budgetary limitations in succeeding years.

TO

AMENDED PROVISION

Invitation to Bid, Clause 1

The APO Production Unit, Inc., through the Approved Annual Procurement Plan (APP) for CY 2022 intends to apply the sum of *Eight Million Four Hundred Eighteen Thousand Four Hundred Forty-Nine Pesos and 19/100 (PhP 8,418,449.19)* being the Approved Budget for the Contract (ABC) only for the first (1st) year of the multiyear contract (covering the period from 1 January 2023 to 31 December 2025) to payments under the contract for the **Procurement of Manpower Services for APUI - Quezon City and APUI-Lima Batangas (Multi-Year Contract) (PB-33-22)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The total approved budget allocation under this project for multi-year are described as follows:

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3 rd year (1 January 2025 - 31 December 2025)	PhP 8,418,449.19
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This bidding for multi-year security service contract follows GPPB's guidelines on the Procurement of Manpower and Janitorial Services under GPPB Resolution No. 24-2007 dated 28 September 2007. In line with the foregoing, prospective bidders are encouraged to strictly follow the provisions of said guidelines, including fixed pricing for full duration of contract term, yearly performance evaluation as pre-condition to renewal and other terms. APO reserves the right to pre-terminate contract without liability for reasons of budgetary limitations in succeeding years.





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Section II. Instruction to Bidders, Page 12

FROM	TO
ORIGINAL PROVISION	AMENDED PROVISION
Instruction to Bidders Clause 1 Scope of Bid The Procuring Entity, APO Production Unit, Inc. wishes to receive Bids for the <i>Provision of Multi-Year Contract for Manpower Services for APO-QC and APO-Lima Batangas</i> , with identification number PB-33-22. [Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.] The Procurement Project (referred to herein as "Project") is composed of One (1) Lot, the details of which are described in Section VII (Technical Specifications).	Instruction to Bidders Clause 1 Scope of Bid The Procuring Entity, APO Production Unit, Inc. wishes to receive Bids for the <u>Procurement of Manpower Services for APUI - Quezon City and APUI-Lima Batangas (Multi-Year Contract) with identification number (PB-33-22)</u> [Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.] The Procurement Project (referred to herein as "Project") is composed of One (1) Lot, the details of which are described in Section VII (Technical Specifications).

Section III. Bid Data Sheet, Page 20

FROM	TO
ORIGINAL PROVISION	AMENDED PROVISION
ITB Clause 5.3 For this purpose, contracts similar to the Project shall be: a) <i>Provision of Manpower Services.</i> b) completed within five (5) years prior to the deadline for the submission and receipt of bids. The Bidder shall provide Proof of Compliance with the SLCC, such as: <ul style="list-style-type: none">• Certificate of Satisfactory Performance (completion); or• Official Receipts	ITB Clause 5.3 For this purpose, contracts similar to the Project shall be: a) <u>Procurement of Manpower Services.</u> b) completed within five (5) years prior to the deadline for the submission and receipt of bids. The Bidder shall provide Proof of Compliance with the SLCC, such as: <ul style="list-style-type: none">• Certificate of Satisfactory Performance (completion); or• Official Receipts





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Section V. Special Conditions of Contract, Page 25

FROM ORIGINAL PROVISION	TO AMENDED PROVISION
<p>GCC Clause 2.2</p> <p>Payment shall be within seven (7) calendar days upon complete submission of the following documents:</p> <ol style="list-style-type: none">1) Billing Statement of Manpower Services Rendered;2) Proof of previous month remittances of SSS, PhilHealth, and Pag-ibig with transmittal sheet and stamped "received" by said agency; and3) Invoice or billing statement for the affected period. <p>The Service Provider shall be paid for the services rendered based on the schedule of delivery subject to the required Expanded Withholding Tax (EWT) of one percent (1%) and Final Withholding Tax on VAT of five percent (5%).</p> <p>Any Manpower Personnel provided by CONTRACTOR under whose services are utilized for more than eight (8) hours a day/or outside their regular time of work when requested by PRINCIPAL shall be paid his daily regular rate plus overtime based on premium rates provided under the Labor Code as amended.</p> <p>The CONTRACTOR shall ensure full payment of salaries and wages of Manpower Personnel in accordance with the new minimum wage rate per Wage Order No. NCR-23 effective on dated 4 June 2022. Billing statement for the period 1-15 and 16-31 of the month shall be submitted within ten (10) days after each billing period, subject to pre-audit in accordance with COA Circular 2009-02.</p>	<p>GCC Clause 2.2</p> <p>Payment shall be within seven (7) calendar days upon complete submission of the following documents:</p> <ol style="list-style-type: none">1) Billing Statement of Manpower Services Rendered;2) Proof of previous month remittances of SSS, PhilHealth, and Pag-ibig with transmittal sheet and stamped "received" by said agency;3) Invoice or billing statement for the affected period.4) <u>Timecard; and</u>5) <u>Leave of absences</u> <p>The Service Provider shall be paid for the services rendered based on the schedule of delivery subject to the required Expanded Withholding Tax (EWT) of one percent (1%) and Final Withholding Tax on VAT of five percent (5%).</p> <p>Any Manpower Personnel provided by CONTRACTOR under whose services are utilized for more than eight (8) hours a day/or outside their regular time of work when requested by PRINCIPAL shall be paid his daily regular rate plus overtime based on premium rates provided under the Labor Code as amended.</p> <p>The CONTRACTOR shall ensure full payment of salaries and wages of Manpower Personnel in accordance with the new minimum wage rate per Wage Order No. NCR-23 effective on dated 4 June 2022. Billing statement for the period 1-15 and 16-31 of the month shall be submitted within ten (10) days after each billing period, subject to pre-audit in accordance with COA Circular 2009-02.</p>





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Section VII. Technical Specifications, Page 31 (Scope of Work and Qualification Standards)

Amended Annex "B" - Scope of Work and Qualification Standards in Technical Specifications of Bidding Documents
Attached as Annex "A".


Section VII. Technical Specifications, Page 32 (Terms and Conditions)

Amended Annex "C" - Terms and Conditions
Attached as Annex "B".


Bidding Forms, Page 50 (Price Schedule for Goods Offered from Within the Philippines)

Amended Price Schedule
Attached as Annex "C".

Prepared By:


LEA ANN M. GAMBAN
Head, BAC Secretariat

Noted By:

10/22

MARY ANN D. MANRIQUE
End-User Representative

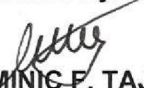

ARLENE ZOLETA
End-User Representative


BELINDA Z. BORLA
End-User Representative

Recommended By:


JOSELITO E. RABULAN
Head, Technical Working Group

Approved By:


DOMINIC F. TAJON
Chairperson, BAC





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Annex "A"

II. SCOPE OF WORK AND QUALIFICATION STANDARDS – ANNEX B

Building and Maintenance Personnel – Four (4) for APO Quezon City

Work shall be all around building maintenance and utility services, including messengerial work, and other duties which may be assigned from time to time.

Production Personnel – Fifteen (15) for APO LIMA Plant and Three (3) for APO Quezon City

Work shall vary from Press Machine Helper, Press Assistant operators, bindery helper and assistant helper, security printing manual binder/revisor, helpers and assistant operators, and performs other duties which may be assigned from time to time.

Administrative Personnel – One (1) for APO Quezon City

Work shall vary from all-around utility, messengerial, copier operator and other duties which may be assigned from time to time.

Supply Chain – Four (4) Personnel for APO Quezon City

Work shall vary from Delivery Driver to Delivery Helpers and performs duties which may be assigned from time to time

~~Auditing Personnel~~ Materials Control Division (MCD) – Three (3) Personnel for APO Quezon City

Work shall vary from all inspections/observes/witneess of all incoming & outgoing deliveries, materials, suppliers, machineries, equipment, services, and others and other duties which may be assigned from time to time.





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III. TERMS AND CONDITIONS

- A. The Contractor shall provide the principal with:
- Qualified and trained manpower to ensure and sustain/maintain the delivery of necessary services to the PRINCIPAL's departments/offices.
 - Work to be performed shall be in accordance with the Scope of Work.
- B. The Manpower Personnel to be assigned to execute the job are exclusive employees of the contractor and do not necessarily bring forth an employer-employee relationship with the PRINCIPAL except, that under this Contract of Service, they would be given access to the premises to perform their duties during their time of work. As such, the CONTRACTOR hereby warrants to duly and faithfully comply with all laws, rules and regulations pertaining to the employment of labor, now existing or which may hereafter be enacted including, but not limited to, the Minimum Wage, Social Security and Employees Compensation requirements.
- C. The CONTRACTOR further warrants the PRINCIPAL shall not be answerable or accountable for any accident or injury of any kind may occur to any Manpower Personnel or any third person, although such injury, damages or death arose out of or occurred in the course of the performance of the duties of the said Manpower Personnel.
- D. The CONTRACTOR hereby undertakes to hold the PRINCIPAL free and harmless from any obligation, lawsuit or any liability for any action, inaction, or violation of any contract, law, rule or regulation made by CONTRACTOR's Manpower Personnel, agents or officers.
- E. For mutual protection of both parties, the CONTRACTOR shall submit its Manpower Personnel to a thorough search, whenever they report for duty and when they check out, by the PRINCIPALS' security guard or its duly authorized representative.
- F. The PRINCIPAL shall, at all times, have the right to inspect the work of CONTRACTOR's Manpower Personnel at its departments/offices. The PRINCIPAL shall not have the authority to terminate the services of any particular Manpower Personnel hired by CONTRACTOR. However, the PRINCIPAL shall have the right to require CONTRACTOR not to continue to detail, at the PRINCIPAL's departments/offices, any Manpower Personnel who otherwise become/s undesirable to the PRINCIPAL after giving CONTRACTOR due process. Whenever such right is exercised by the PRINCIPAL, the CONTRACTOR agrees to act upon by the matter according to the needs of the PRINCIPAL.



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- G. The CONTRACTOR is required to submit Medical Certificate (chest x-ray, drug test, HEPA -B Screening, and COVID-19 Vaccination Cards) from any DOH accredited hospitals/clinics of all its Manpower Personnel. For new Manpower Personnel/relievers, additional requirements of NBI clearance and Certificate of Good Moral Character from their respective Barangay Chairman or previous employer within six (6) months period before deployment shall be required.**
- H.** The CONTRACTOR shall pay for any loss or damage caused on the PRINCIPAL's property, provided that has been duly established after due investigation that such loss is the fault of the CONTRACTOR's Manpower Personnel, provided further that loss, pilferage or breakage of the property involved shall be immediately reported orally or in writing to CONTRACTOR or any of its duly authorized representative within five (5) days from discovery. The amount to be paid to the PRINCIPAL shall be the market value of such property lost or damaged as jointly determined by the PRINCIPAL and the CONTRACTOR, in accordance with existing policies and procedures.
- I.** No new Manpower Personnel shall be hired and no extension on the services shall be made without prior approval from the PRINCIPAL, specifically on cases wherein the additional/extended employee is over and above the provision in the contract.
- J.** For this purpose, any Manpower Personnel movements such as assignment, rotation, provision of relievers shall be coursed through the PRINCIPAL's HRD Manager, in order to ensure appropriate service and matching of skills is provided within the PRINCIPAL's offices.
- K.** The CONTRACTOR shall provide the PRINCIPAL with *THIRTY (30) Manpower Personnel*, in accordance with the Technical Specifications/Scope of Work. They shall be stationed daily at PRINCIPAL's departments/offices, working eight (8) hours a day and five (5)/(6) days a week observing the work schedule stated in Item I Section (i).
- L.** For and in consideration of the above-mentioned services, the PRINCIPAL shall pay the CONTRACTOR the Contract price of *Eight Million Four Hundred Eighteen Thousand Four Hundred Forty Nine & 19/100 Pesos (Php 8,418,449.19 Yearly)* VAT inclusive /tax exempt.
- M.** The aforementioned amount includes the 13month pay and all other allowances and benefits as provided by existing laws. It is hereby agreed that no upward adjustment or increase in service fee shall be made or demanded by the CONTRACTOR during the existence of its contract, except when the law provides.



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N. The CONTRACTOR shall submit to the PRINCIPAL, together with its billings, the timecards of its workers, leaves of absences, proofs of payment/remittance to SSS, Pag-IBIG, Philhealth, BIR and other related documents quarterly. Absence and tardiness shall be deducted from the contract amount. Habitual tardiness and absenteeism are grounds for replacing the concerned manpower. – ***BAC would like to reiterate the aforementioned documents to be submitted quarterly***

O. WORKPLACE ATTENDANCE

- a. **For each cut-off (15 days), there shall be an accumulated three (3) instances of tardiness and/or undertime allowed per Manpower Personnel. An excess of three (3) tardiness each cut-off shall constitute a ground for replacement.**
- b. For the whole year, Manpower Personnel shall be allowed five (5) days of absence during the first three (3) quarters of the contract period shall constitute a ground for replacement.
- c. Tardiness shall not be used to offset the available absences and leaves of each employee.
- d. **Reasons for exemption from O (a) and O (b) are the following:**
 - Force Majeure
 - Illness/accident of Manpower Personnel or any member of his/her immediate family (parent/spouse/child) supported by Medical Certificate, maximum of fifteen (15) working days and seven (7) working days, respectively.
 - Death of any immediate member of his/her family (parent/spouse/child), maximum of seven (7) working days.
- e. **Per cut-off, Report on Workplace Attendance shall be submitted by the CONTRACTOR to APO Production Unit, Inc., evaluation committee within five (5) working days after each cut-off.**

P. The PRINCIPAL shall have the right to terminate the Contract prior to its expiration, should the CONTRACTOR fail to fulfill any of its obligations under this contract.

Q. In the event that the position is being held and performed by a certain Manpower Personnel will be filled-up through a regular plantilla position of APO Production Unit, Inc., the CONTRACTOR will automatically recall the Manpower Personnel concerned and collapse the position.

R. The CONTRACTOR shall ensure full payment of salaries and wages of Manpower Personnel, in accordance with the new minimum wage rate per Wage Order No. NCR-23 and compliant with DOLE 19-A.

S. Upon verification of the PRINCIPAL, and after due notice to the CONTRACTOR, and upon finding the latter shall have violated any provision of the Contract for Manpower Services, the CONTRACTOR shall be meted the following penalties:



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1st Offense - Penalty of 1% of the Contract Amount
2nd Offense - Termination of Contract

- T. It is understood that in addition to these penalties, the CONTRACTOR shall be liable for any and all claims that a Manpower Personnel may have against it arising from the termination of the contract.
- U. This agreement shall take effect on **1 January 2023** and shall continue to be in force until **31 December 2025** subject to periodic performance evaluation of the winning bidder unless terminated by either party upon 30 days' written notice.



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Annex "C"

Detailed Price Schedule

Name of Bidder _____ Invitation to Bid¹ Number ____ Page of ____.

MANPOWER SERVICES

PB-33-22

				No. of Employees	Daily Rate
		APO-QC		15	570.00
		APO-LIMA		15	429.00
		ordinary day per year (APUI QC)		261	days
		ordinary day per year (APUI Lima)		313	days
Particulars		APO QC		APO LIMA	
		Monthly Rate per employee	Annual Rate per employee	Monthly Rate per employee	Annual Rate per employee
		in Php	in Php	in Php	in Php
A.	Wage, COLA, Leave Benefits, 13th month	13,668.13	164,017.50	12,300.98	147,611.75
	Daily wage (Rate per month)	12,397.50	148,770.00	11,189.75	134,277.00
	Service Incentive Leave (DW*5/12)	237.50	2,850.00	178.75	2,145.00
	13th month pay	1,033.13	12,397.50	932.48	11,189.76
B.	Employer's share to Government in favor of the Employee	1,753.85	21,046.20	1,561.39	18,736.62
	SSS Contribution	1,000.00	12,000.00	880.00	10,560.00
	Pag-ibig Contribution	247.95	2,975.40	223.80	2,685.60
	Philhealth	495.90	5,950.80	447.59	5,371.08
	ECC	10.00	120.00	10.00	120.00
C.	Total Compensation (A+B)	15,421.98	185,063.70	13,862.36	166,348.37
D.	Administrative Cost (12% Alloted Budget)				
E.	Total Compensation and Administrative Cost (C+D)				
F.	VAT (12% of E)				
G.	Total Cost Inclusive of VAT (E+F)	-	-	-	-
H.	Contingency to cover cost of Additional Employees that may be required and Cost of Overtime Services, Night Differential, employer's share, and wage increaase (30% of Rate per Month)	5,686.65	68,239.81	5,113.93	61,367.10
I.	Grand Total (G+H)				
J.	Multiply by number of employees (Grand Total x no. of employees)				
K.	TOTAL CONTRACT PRICE (QC Annual + LIMA Annual)				

For ADB, JICA and WB funded projects, use IFB.

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