

21 February 2022

Minutes No. 02-03, Series of 2022

MINUTES OF THE PRE-BID CONFERENCE

Via Zoom Application

**"Outsourcing of Services for Clark International Airport Corporation (CIAC)"
(ABC: PHP3,715,153.40)**

Date : 21 February 2022

Time : 2:00 p.m.

1.0 ATTENDEES

Present Members Irish C. Calaguas (Chairperson)
 Atty. Misheena Joyce C. Tiatco (Vice Chairperson)
 Engr. Federico E. Primero Jr. (Member)
 Gerry A. Naguit (Member)
 Darwin L. Cunanan (Provisional Member)

BAC-TWG: Robert S. Urbano (Head)
 Arthur Z. Galang (Member)
 Kristober S. Gomez (Member)
 Vina May Manalili (Member)
 Engr. Vergel Maria D. Lacanlale (Member)
 Janice D. Raymundo (Provisional Member)
 Arizza G. Turla (Provisional Member)

Secretariat: Sharon C. Lingad
 Miriam M. Pamindanan
 Sierra Korina D. Siguenza

Also Present: Julie Ann D. Torres (IAD)

Prospective Bidders:

1. Omniworx, Inc. – Mr. Richard Bartolay;
2. LServ Corporation – Ma. Diana Constantino and Ms. Dexie D. Calibara; and
3. Allegiant Manpower Group Solution Inc. – Ms. Carmina Jane Tolentino

2.0 INVOCATION

The opening prayer was led by the Secretariat, Ms. Sharon C. Lingad.

3.0 CALL TO ORDER

After certification of a quorum by the BAC Secretariat, Chairperson Irish C. Calaguas called the meeting to order and presided thereat.

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Ms. Lingad also acknowledged the Technical Working Group (TWG) headed by Mr. Robert S. Urbano and observer; Ms. Julie Ann D. Torres from the Internal Audit Department (IAD) of CIAC.

4.0 APPROVAL OF THE AGENDA ITEMS

The BAC Secretariat, Ms. Sharon C. Lingad, presented the agenda items, as follows:

1. Pre-bid Conference for the project: "Outsourcing of Services for Clark International Airport Corporation (CIAC)"; and
2. Other Matters:
 - Approval of Minutes of the Pre-bid Conference for the project: "Provision of Petroleum for CIAC (Negotiated Procurement-Two Failed Biddings)" held on February 14, 2022.

On a motion duly made by Atty. Misheena Joyce C. Tiatco and seconded by Engr. Federico E. Primero Jr., the BAC unanimously approved the above cited agenda.

5.0 DISCUSSION PROPER

Prior to start of the meeting proper, Ms. Lingad acknowledged the prospective bidders present in the said meeting, as follows:

1. Omniworx, Inc. – Mr. Richard Bartolay;
2. LServ Corporation – Ma. Diana Constantino and Ms. Dexie D. Calibara; and
3. Allegiant Manpower Group Solution Inc. – Ms. Carmina Jane Tolentino

Followed by the presentation by Provisional BAC Member, Ms. Janice D. Raymundo.

The following paragraphs or items were taken from the said presentation.

Approved Budget for the Contract (ABC)

Three Million Seven Hundred Fifteen Thousand One Hundred Fifty-Three Pesos and 40/100 (PhP3,715,153.40)

Scope of the Contract

Outsourcing of 13 Support Services for a period of nine (9) months covering April 1, 2022 to December 31, 2022

Technical Specifications

Item	Specification
1	The SERVICE PROVIDER shall provide various Support Services attached as "Annex B" to Clark International Airport Corporation (CIAC) located at Clark Freeport Zone, Pampanga for a period of (9) months covering April 1, 2022 to December 31, 2022, unless sooner terminated before its expiration on reasonable grounds, such as, but not limited to: <ul style="list-style-type: none">• Unsatisfactory service and performance.• Violation or failure to perform its obligations on any terms indicated in the Technical Specifications of the project and provisions of the Labor Code of the Philippines and other applicable laws, rules, and regulations; including DOLE Department Order (DO) 174 or for CIAC's convenience pursuant to GPPB Guidelines on Termination of

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	<p>Contracts.</p> <ul style="list-style-type: none"> Termination of contract, in whole or in part, at any time for its convenience pursuant to GPPB Guidelines on Termination of Contracts or once the CIAC's Rationalization/Reorganization is approved and implemented. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies. Subject for pre-termination within thirty (30) days after receipt of notification from CIAC for violation of any provision of the contract or once CIAC's Rationalization/Reorganization Plan is approved and implemented. 																																																				
<p>2</p>	<p>The SERVICE PROVIDER shall assign personnel who possess the required qualifications indicated at "Annex B" (Job Descriptions and Qualification Standards).</p>																																																				
<p>3</p>	<p>CIAC may, depending on the requirement of the service, request the SERVICE PROVIDER to increase or decrease the number of the assigned personnel. In addition, CIAC may reasonably modify the position title and type of service/s including the basic monthly rates and schedule, subject to applicable government rules and regulations thereon. Such request shall be contained in a written notice/request sent to SERVICE PROVIDER upon CIAC's determination of the variance in the number of required personnel including the period of deployment for particular positions. Upon receipt of the said request from CIAC, SERVICE PROVIDER shall make the necessary actions within 10 working days. The SERVICE PROVIDER shall be obliged to obey such instructions as may be contained in the notice within reasonable time acceptable to CIAC. CIAC shall be held free and harmless from any criminal, civil, and administrative liability whatsoever at any given point in time in so far as such variance is concerned.</p>																																																				
<p>4</p>	<p>Service Provider's Responsibilities Render, undertake, and provide the following support services to CIAC:</p> <table border="1" data-bbox="347 1151 1458 2069"> <thead> <tr> <th>Qty.</th> <th>Support Staff</th> <th>Dept./Office</th> <th>Monthly Rate</th> </tr> </thead> <tbody> <tr> <td colspan="4">9 Months (April 1,2022 to Dec. 31, 2022)</td> </tr> <tr> <td>1</td> <td>GIS Support Staff</td> <td>MIS/GIS</td> <td>40,637.00</td> </tr> <tr> <td>1</td> <td>Collection Assistant</td> <td>Treasury</td> <td>19,233.00</td> </tr> <tr> <td>2</td> <td>Encoder/Admin. Assistant</td> <td>HRD</td> <td>16,758.00</td> </tr> <tr> <td>1</td> <td>Admin. Assistant</td> <td>Special Concerns</td> <td>16,758.00</td> </tr> <tr> <td>1</td> <td>Admin. Assistant</td> <td>Community Relations</td> <td>16,758.00</td> </tr> <tr> <td>1</td> <td>Admin. Assistant</td> <td>Safety & Environmental Mngt.</td> <td>16,758.00</td> </tr> <tr> <td>2</td> <td>Account Specialist</td> <td>Marketing</td> <td>30,531.00</td> </tr> <tr> <td>1</td> <td>Jr. Architect</td> <td>Corporate Planning</td> <td>33,584.00</td> </tr> <tr> <td colspan="4">5 Months (August 1,2022 to Dec. 31, 2022)</td> </tr> <tr> <td>3</td> <td>Programmer</td> <td>MIS/GIS</td> <td>40,000.00</td> </tr> <tr> <td>13</td> <td>Total</td> <td></td> <td></td> </tr> </tbody> </table>	Qty.	Support Staff	Dept./Office	Monthly Rate	9 Months (April 1,2022 to Dec. 31, 2022)				1	GIS Support Staff	MIS/GIS	40,637.00	1	Collection Assistant	Treasury	19,233.00	2	Encoder/Admin. Assistant	HRD	16,758.00	1	Admin. Assistant	Special Concerns	16,758.00	1	Admin. Assistant	Community Relations	16,758.00	1	Admin. Assistant	Safety & Environmental Mngt.	16,758.00	2	Account Specialist	Marketing	30,531.00	1	Jr. Architect	Corporate Planning	33,584.00	5 Months (August 1,2022 to Dec. 31, 2022)				3	Programmer	MIS/GIS	40,000.00	13	Total		
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5	<p>Scope of Work and Obligations: Shall provide a copy of the organizational structure showing positions and name of key officials and personnel as well as its company profile.</p>
6	With main business office strategically located within Luzon.
7	SERVICE PROVIDER must be SEC registered, licensed, and must have at least five (5) years experience in providing Manpower Services.
8	<p>Comply with the labor related rules, laws, regulations or other social legislations such as, but not limited to:</p> <ul style="list-style-type: none"> a. Workmen’s Compensation Law b. Minimum Wage Law c. Regular remittance of mandated premiums to SSS, PhilHealth, and Pag-Ibig d. 13th month Pay e. DO 174, Series of 2017 of the Department of Labor and Employment/ all other pertinent DOLE issuances. f. Occupational safety and health standards g. Proof of Posting of Bond as required by DOLE Department Orders and compliance GPPB Circular No. 01-2008 regarding Clarification on the Additional Eligibility and Technical Documents to ensure compliance with Labor Laws and other Social Legislation.
9	<p>At least one (1) working day prior to deployment of the outsource personnel to CIAC, SERVICE PROVIDER shall submit a Certification to CIAC HRD indicating that the outsourced personnel:</p> <ul style="list-style-type: none"> a. Passed the screening procedures b. Has a fit-to-work certificate/clearance (complete medical, physical, drug test, covid-19 antigen test and must be fully vaccinated for covid- 19) c. Possessed the valid clearances from the National Bureau of Investigation (NBI), Philippine National Police (PNP), and Barangay. d. Has undergone CIAC orientation regarding the office rules and regulations, CIAC’s profile, ISO awareness and health & safety protocols applied in the Clark International Airport and must follow the same; and familiarization with CIAC’s facilities & services. e. Is not related within the third degree of consanguinity or affinity with CIAC’s appointing and recommending authorities, or the immediate superior of the assigned personnel; f. Has not been previously dismissed from the service by reason of an administrative or criminal case g. Has no history of violence of any type including deadly weapons violation, theft of all types, fraud and/or forgery h. Received SERVICE PROVIDER's ID i. Received LIPAD’s Access Pass ID or received a temporary LIPAD Access Pass ID pass if the permanent pass is not yet approved j. Received ATM for payroll purposes.
10	Provide the following to its outsourced employees and to wear it within

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	<p>CIAC premises at all times:</p> <ul style="list-style-type: none"> a. Service Provider's ID b. Service Provider's ID lace c. LIPAD's Access Pass ID d. Service Provider's Uniforms
<p>11</p>	<p>Provide the following updates to HRD thru written notice whenever there is/are:</p> <ul style="list-style-type: none"> a. new employee/s b. reliever/s and/or replacement/s c. separated/resigned/terminated employee/s including the following: <ul style="list-style-type: none"> o <u>to be surrendered to Pass Control Office</u> -copy of the surrendered LIPAD Access Pass as received by the LIPAD's Pass Control Office o <u>attachment</u> -copy of written pending work assignments and properties that belong to CIAC as received by the concerned department/office
<p>12</p>	<p>Provide the following for timekeeping/payroll purposes:</p> <ul style="list-style-type: none"> a. One (1) Bundy clock for back-up purposes in case of biometric malfunction
<p>13</p>	<p>Payroll and billing of the outsourced personnel shall be subject to the following:</p> <ul style="list-style-type: none"> a. Schedule of payroll shall be every 15th and 30th of each month b. Shall be based on the corresponding monthly rates indicated in Schedule of Fees and Charges attached as "Annex C" c. Monthly approved schedule of its personnel. d. Number of working days must be followed based on "Annex C" or based on the written notice from CIAC. e. Shall be based on actual services rendered. However, CIAC shall not be liable to pay for any unauthorized excess hours, unauthorized overtime/s (OT), Change of Schedule, Swapping of Duty without prior approval of CIAC before the start of duty, unless otherwise operational/emergency concerns arise. f. Tardiness, under time, half-day and absence incurred by the personnel assigned to CIAC shall be deducted accordingly g. Shall be subject to existing government accounting and auditing rules and regulations. h. Billing shall be made by the SERVICE PROVIDER on a monthly basis and shall be based on the actual number of personnel deployed and services rendered as certified by the concerned department of the Outsourced personnel. i. Delayed payment of salary to the outsourced personnel by the service provider for three (3) times will be a sufficient ground for contract termination. j. The payment shall be subject to the SERVICE PROVIDER's presentation of its semi-monthly personnel payroll 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 taxes to BIR. Affidavit of remittances to these agencies as well as official receipts as proof of payment of every previous month must be attached to the billing statement.

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14	<p>SERVICE PROVIDER agrees to the following:</p> <ul style="list-style-type: none">a. Assign at least 1 SERVICE PROVIDER Coordinator<ul style="list-style-type: none">● Shall be responsible for the discipline, supervision and control of its personnel. Any communication from CIAC regarding any concerns shall be coursed through the Coordinator.● Shall visit the Outsourced personnel at CIAC, once every cut-off or twice a month, to collect their timekeeping documents and/or attend to their concerns, if any.● Shall be able to answer queries/concerns of the outsourced personnel from 8:00am to 6:30pm during working days via any communication lines available.b. Relationship between the Service Provider and CIAC is that of PRINCIPAL-INDEPENDENT SERVICE PROVIDER.c. Provide relievers and/or replacements shall be available at all times in case of absence/leave of its personnel. However, no apprentice/OJT shall be allowed as replacement/relievers.d. To be answerable or accountable for any incident or injury which may occur to any worker or personnel of the Service Provider during the time and consequent upon the performance of the work and services, nor for any injury, loss or damage arising from fault, negligence or carelessness, untoward act, misconduct, malfeasance, misfeasance or nonfeasance of the Service Provider or anyone of its personnel to any person or persons or to his or their property; and the Service Provider covenants and agrees to assume, all liabilities for any such injury, loss or damage and to make CIAC free and blameless therefrom.e. Defend any suit based upon a claim or cause of action arising from the assignment of its employee with CIAC including but not limited to, money claims, damages and other labor-related concern and shall hold CIAC free and harmless against any judgment which may be rendered by any court or tribunal.f. Not to deliberately and maliciously disclose to any THIRD PARTY any and all material and confidential information pertaining to the CIAC which the SERVICE PROVIDER or its employees may have acquired or which may have been disclosed to them in course of the performance of the Outsourced Services, unless otherwise specifically authorized by the CIAC for a particular transaction.g. CIAC Data Ownership. All data/information gathered/acquired in the performance of duties of outsourced personnel or in connection therewith shall be owned by CIAC. At the end of the contract, all the data/information shall be turned-over to CIAC through hard (written) copies and electronic copies (E-copies).h. Adhere to the basic reportorial requirement of CIAC, such as, but not limited to semi-monthly statement of account, accompanied by certified true copy of semi-monthly payroll including applicable deductions and photocopy of the breakdown and official receipt of personnel's mandatory contribution to SSS, Philhealth and HDMF.i. CIAC shall evaluate the performance of the SERVICE PROVIDER (including its assigned personnel) every four (4) months, whether or not the SERVICE PROVIDER complies with the Technical Specifications/Terms of Reference of the project.j. Service Provider shall enter into a Service Agreement ("Annex D") with the CIAC, per DOLE Department Order No. 174.
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BILL OF QUANTITY FORM

Name of Bidder: _____

Authorized Representative: _____

Designation: _____

STANDARD COMPUTATION			
(For Skilled or Unskilled Workers)			
<i>See Annex C for reference</i>			
	A	B	Total
Reimbursable Cost	9 Months	5 Months	
Payable Directly to Servicemen:			
a. Monthly Basic Salary	238,306.00	120,000.00	358,306.00
b. Night Differential	-	-	-
c. Overtime - 10%	1,985.88	1,000.00	2,985.88
d. Holiday Premium	1,985.88	1,000.00	2,985.88
e. 13th month	19,858.83	10,000.00	29,858.83
f. Service Incentive Leave	4,785.26	2,409.64	7,194.90
Subtotal A	266,921.86	134,409.64	401,331.50
Payable to the government Employee Share of:			
a. SSS w/ Mandatory Provident Fund & ECC	17,640.00	6,465.00	24,105.00
b. Philhealth	3,574.59	1,800.00	5,374.59
c. Pag-ibig	1,000.00	300.00	1,300.00
Subtotal B	22,214.59	8,565.00	30,779.59
Monthly Cost (A+B)	289,136.45	142,974.64	432,111.09
Total based on the no. of Months	2,602,228.06	714,873.19	3,317,101.25
***Kindly fill-out the boxes no. 1, 2, & 3 below			
Bid on the % of Administrative Cost	1)		
Total Administrative Cost	2)		
Total Bid Amount	3)		
1. Above rates are exclusive of value added tax			
2. Unworked regular holidays will be billed at above rate for 8 hours regular work day as and when such holiday do occur			

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Checklist of Technical & Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- (b) Pursuant to the Department of Transportation (DOTr) Department Order, the bidder is required to submit a certification, under oath, certifying that said bidder has no pending case(s) against the government.

Technical Documents

- (c) 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
- (d) 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**
- (e) 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**
- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (g) 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

- (h) 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

- (i) 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.
- (j) Other documentary requirements under RA No. 9184 (as applicable)
[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.

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

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form;
- (b) Original of duly signed and accomplished Price Schedule(s) (Not Applicable);
- and**
- (c) Bill of Quantities (Please use Annex-A Bill of Quantity Form)

At this juncture, Ms. Raymundo ended her presentation and the Committee opened the floor for queries and/or requests for clarification to the prospective bidders.

Below are the queries and/or requests for clarification raised by the prospective bidder during the Pre-bid Conference, as well as the corresponding remarks or instructions made by the Bids and Awards Committee (BAC) members and Office of Prime Responsibility (OPR):

Queries/Clarifications	Remarks from the BAC and OPR
<p>Queries and /or requests for clarification from Mr. Richard Bartolay of Omniworx, Inc.</p> <p>Regarding the Single Largest Completed Contract (SLCC), wherein Item 5.3.a of the Bid Data Sheet (BDS) states that "contracts similar to the Project shall be: Outsourcing of Services".</p> <p>Will the BAC allow Manpower Services as SLCC or contracts should be specific and same with the Job Positions stated in the Schedule of Requirements and Technical Specifications of the Bidding Documents?</p> <p>May we know the percentage used for the PhilHealth.</p>	<p>Yes, Manpower Services contracts are allowed to be used as proof/s for the SLCC.</p> <p>The percentage used for PhilHealth is 3%.</p>
<p>Queries and /or requests for clarification from Ms. Dexie Calibara of LServ Corporation.</p> <p>Clarification on Item 10 of the Technical Specifications which is c. LIPAD's Access Pass, should the Service Provider or the winning Bidder pay for the said fees or payment, if any?</p> <p>For costing purposes, may we know how much is the cost of LIPAD ID?</p> <p>For the Cost Breakdown, may we know the basis for the Overtime-10% and Holiday Premium?</p> <p>May we also know the number of days or the divisor used for the computation?</p>	<p>The Service Provider or the winning Bidder shall comply with the said provision and fees or payment shall be at the expense of the Service Provider or the winning Bidder.</p> <p>We will confirm first with LIPAD and will answer your query through a Supplemental/Bid Bulletin.</p> <p>The Overtime-10% and Holiday Premium shall be computed based from the Monthly Salary, which is 10% multiplied with Monthly Salary divided by twelve (12) months.</p> <p>CIAC is implementing a 40-hours-per week and because of the Pandemic the current work set up is from 8:00 a.m. until 6:30 p.m. at four (4) working days per week only. Temporary work schedule is two (2) days on-site or office base and two (2) days Work-from-Home, and as required by the Office Head/Manager.</p>

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<p>We noticed that the Service Incentive Leave was computed based on 249-days basis, may we the breakdown of the 249 days? Because if we follow the DOLE Rulings, the number of working days should be 261 days.</p>	<p>The divisor, 249 days, was based from the DBM Circular. We shall verify the said matter and will answer your query through a Supplemental/Bid Bulletin.</p>
<p>For clarification on the allotted 10% budget for Overtime and Holiday Premium. However, as stated in the Terms of Reference, "Payroll and Billing" shall be based on actual services rendered. Does the 10% in the Cost Breakdown is for cost estimate only, am I correct?</p>	<p>The 10% is the maximum rate allotted budget for Overtime. The total cost for Overtime for the project duration should not exceed the 10% allotted budget.</p>
<p>Regarding the Schedule of Fees and Charges, we noticed that in the Technical Specifications the project duration is for nine (9) months while in the Schedule of Fees and Charges it is 9.5 months</p>	<p>The project duration shall be 9 months. Thereby, the duration stated in Annex C: Schedule of Fees; and Charges and Annex D: Service Agreement shall be amended accordingly. Please refer to the attached updated forms.</p>

There being no other queries and/or requests for clarifications from prospective bidders to discuss, Ms. Lingad read the additional reminders for the information and guidance of all prospective bidders, as follows:

- The deadline for the submission of queries and/or requests for clarification is on **February 25, 2022 (Friday), not later than 5:00 p.m.** All queries should be sent thru the email address: ciac_bacsecretariat@yahoo.com. All correspondences and/or notices sent to and issued by the CIAC-BAC shall be coursed through the email address provided. All prospective bidders or bidders are required to provide the BAC Secretariat their respective official email addresses. Otherwise, the email address used by the company in communicating with the BAC thru the BAC Secretariat shall be considered the official email address of the said company. All prospective bidders or bidders are also required to acknowledge the receipt of all notices or correspondences issued by the BAC.
- The issuance of the Supplemental/Bid Bulletin is on **February 28, 2022 (Monday)**. Said Supplemental/Bid Bulletin shall be posted at the websites of CIAC (ciac.gov.ph) and PhilGEPS (philgeps.gov.ph) on the same day.
- The deadline for the Submission of Bids (best offer) is on **March 7, 2022 (Monday)**. Bids must be duly received by the CIAC Records Management Office located in the CIAC Corporate Office Building **not later than 2:00 p.m.** Late bids shall not be accepted.
- The Opening of Bids shall be conducted at **2:15 p.m. of on March 7, 2022 (Monday)** at the CIAC Board Room, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone and thru video conferencing using Zoom Application. Bidders can only attend the said opening of bids thru video conferencing using Zoom Application.
- For proper identification, bidders who will attend the said opening of bids thru video conferencing are advised to indicate their Full Name and Company Name as their username.
- Bidders are required to submit one (1) original and two (2) copies of the first and second components of its bid which shall be signed or initialed on each and every page thereof by the duly authorized representative/s of the Bidder.

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- Prospective bidders are reminded that a suspended or blacklisted supplier, contractor or consultant shall not be allowed to participate in all procurement opportunities of the government for the duration of the suspension or blacklisting, regardless of the modality of procurement employed by the procuring entity.
- Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume **no responsibility** for the misplacement of the contents of the improperly sealed or unmarked bid, or for its premature opening.
- Should a bidder decide **not to submit** a bid, said bidder should justify in writing to the BAC the reason for the non-submission. This provision is applicable to companies who have purchased the bidding documents for the said project. Pursuant to Section 69.1 of the Revised IRR of RA No. 9184, sanctions shall be imposed to the bidder who habitually withdraws from bidding, submits late bids or patently insufficient bids for at least three (3) times within a year, except for a valid reason.
- Note: Caution to prospective bidders, should there be individuals posing in behalf of the CIAC-BAC and TWG as agents or fixers, the same should be reported to the CIAC-BAC immediately. This shall not be tolerated by the CIAC-BAC. The bidding shall be conducted impartially and fairly and no favoritism shall be extended to any prospective bidder or bidders. For as long as the same submits complete requirements, the said bidder shall be qualified.

To conclude, the Chairperson concluded the Pre-bid Conference by extending her appreciation to all prospective bidders for attending the said meeting.

6.0 OTHER MATTERS

Approval of Minutes of the Pre-bid Conference for the project: Provision of Petroleum for CIAC (Negotiated Procurement-Two Failed Biddings) held on February 14, 2022;

On a motion duly made by Engr. Federico E. Primero Jr. and seconded by Mr. Gerry A. Naguit, the BAC resolved to approved the above cited Minutes of the BAC meeting held on February 14, 2022.

7.0 ADJOURNMENT

There being no other matters to discuss, the meeting was adjourned at 2:55 p.m. on the 21st day of February 2022.

Prepared by:

Reviewed by:

MIRIAM M. PAMINDANAN
Minutes/Agenda Officer

SHARON C. LINGAD
Manager-BAC Secretariat

Read and Approved by:

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GERRY A. NAGUIT

Member

-on official business-

MELISSA D. FELICIANO, EnP

Member

ENGR. FEDERICO E. PRIMERO JR.

Member

ROBERT S. URBANO

Provisional Member

ATTY. MISHEENA JOYCE C. TIATCO

Vice Chairperson

IRISH C. CALAGUAS

Chairperson