

Minutes No. 04-03, Series of 2022

**MINUTES OF THE PRE-BID CONFERENCE
"Outsourcing of Services for Clark International Airport Corporation (Re-bid)"
ABC: PHP3,228,965.69**

Date : 25 April 2022
Time : 3:30 p.m.
Venue : CIAC Board Room and Via Zoom Application

1.0 ATTENDANCE

BAC Members: Irish C. Calaguas (Chairperson)
Gerry A. Naguit (Member)
Engr. Federico E. Primero Jr. (Member) Via Zoom App
Darwin L. Cunanan (Provisional Member)

BAC-TWG: Robert S. Urbano (Head)
Arthur Z. Galang (Member)
Kristober S. Gomez (Member)
Vina May Manalili (Member) Via Zoom App
Janice D. Raymundo (Provisional Member) Via Zoom App
Ms. Arizza G. Turla (Provisional Member) Via Zoom App

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

Also Present: July Ann D. Torres (IAD) - Observer

Prospective Bidder:

1. Omniworx Inc. – Mr. Richard Bartolay

2.0 CALL TO ORDER

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

Ms. Sharon C. Lingad acknowledged the Technical Working Group (TWG) and observer; Ms. July Ann D. Torres from the Internal Audit Department (IAD) of CIAC.

3.0 ACKNOWLEDGEMENT OF PROSPECTIVE BIDDER/S

The BAC Secretariat, Ms. Lingad, acknowledge the prospective bidder present in the said meeting namely:

1. Omniworx Inc. – Mr. Richard Bartolay

4.0 DISCUSSION PROPER

To start the discussion, Ms. Janice D. Raymundo presented the following:

Technical Specifications

Item	Specification
1	<p>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 (7) months covering June 1, 2022 to December 31, 2022, unless sooner terminated before its expiration on reasonable grounds, such as, but not limited to:</p> <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 Contracts. • May terminate the 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.
2	<p>The SERVICE PROVIDER shall assign personnel who possess the required qualifications indicated at "Annex B"</p>
3	<p>CIAC may, depending on the requirement of the service, request the SERVICE PROVIDER to increase or decrease the number of the assigned personnel.</p> <p>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="343 302 1465 907"> <thead> <tr> <th>Qty.</th> <th>Support Staff</th> <th>Dept./Office</th> <th>Monthly Rate</th> </tr> </thead> <tbody> <tr> <td colspan="4">7 Months (June 1 to December 1, 2022)</td> </tr> <tr> <td>1</td> <td>GIS Support Staff</td> <td>MIS/GIS Department</td> <td>40,637.00</td> </tr> <tr> <td>1</td> <td>Collection Assistant</td> <td>Treasury Department</td> <td>19,233.00</td> </tr> <tr> <td>2</td> <td>Encoder/Administrative Asst.</td> <td>HRD</td> <td>16,758.00</td> </tr> <tr> <td>1</td> <td>Administrative Assistant</td> <td>Special Concerns</td> <td>16,758.00</td> </tr> <tr> <td>1</td> <td>Administrative Assistant</td> <td>Community Relations</td> <td>16,758.00</td> </tr> <tr> <td>1</td> <td>Administrative Assistant</td> <td>Safety & Environmental Management Office</td> <td>16,758.00</td> </tr> <tr> <td>1</td> <td>Secretary</td> <td>EMD</td> <td>16,758.00</td> </tr> <tr> <td>2</td> <td>Account Specialist</td> <td>Marketing Department</td> <td>30,531.00</td> </tr> <tr> <td colspan="4">5 Months (August 1 to December 1, 2022)</td> </tr> <tr> <td>1</td> <td>Junior Architect</td> <td>Corporate Planning Department</td> <td>33,584.00</td> </tr> <tr> <td>3</td> <td>Programmer</td> <td>MIS/GIS Department</td> <td>40,000.00</td> </tr> <tr> <td colspan="4">14 TOTAL</td> </tr> </tbody> </table> <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>	Qty.	Support Staff	Dept./Office	Monthly Rate	7 Months (June 1 to December 1, 2022)				1	GIS Support Staff	MIS/GIS Department	40,637.00	1	Collection Assistant	Treasury Department	19,233.00	2	Encoder/Administrative Asst.	HRD	16,758.00	1	Administrative Assistant	Special Concerns	16,758.00	1	Administrative Assistant	Community Relations	16,758.00	1	Administrative Assistant	Safety & Environmental Management Office	16,758.00	1	Secretary	EMD	16,758.00	2	Account Specialist	Marketing Department	30,531.00	5 Months (August 1 to December 1, 2022)				1	Junior Architect	Corporate Planning Department	33,584.00	3	Programmer	MIS/GIS Department	40,000.00	14 TOTAL			
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<p>6</p>	<p>With main business office strategically located within Luzon.</p>																																																								
<p>7</p>	<p>SERVICE PROVIDER must be SEC registered, licensed, and must have at least five (5) years experience in providing related outsourced services in item no.4 of the Technical Specifications.</p>																																																								
<p>8</p> <p>9</p>	<p>Comply with the labor related rules, laws, regulations or other social legislations such as, but not limited to:</p> <ol style="list-style-type: none"> Workmen’s Compensation Law Minimum Wage Law Regular remittance of mandated premiums to SSS, PhilHealth, and Pag-Ibig 13th month Pay DO 174, Series of 2017 of the Department of Labor and Employment/ all other pertinent DOLE issuances. Occupational safety and health standards 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. <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> <ol style="list-style-type: none"> Passed the screening procedures Has a fit-to-work certificate/clearance (complete medical, physical, drug test, covid-19 antigen test and must be fully vaccinated for covid- 19) Possessed the valid clearances from the National Bureau of Investigation (NBI), Philippine National Police (PNP), and Barangay. 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. 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 																																																								

	<p>personnel;</p> <ul style="list-style-type: none"> 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.
<p>10</p>	<p>Provide the following to its outsourced employees and to wear it within 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 (Landside) <p>The cost of LIPAD Access Pass ID shall be shouldered by the Service Provider or the Outsourced personnel:</p> <ul style="list-style-type: none"> 7 months: Php350.00 5 months: Php275.00 <p>d. Service Provider's Uniforms</p> <p>11 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>13</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>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. The total cost for Overtime within the duration of contract should not exceed 10% of the allotted budget. g. Tardiness, under time, half-day and absence incurred by the personnel assigned to CIAC shall be deducted accordingly h. Shall be subject to existing government accounting and auditing rules and regulations. i. 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. j. Delayed payment of salary to the outsourced personnel by the service provider for three (3) times will be a sufficient ground for contract termination. k. 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

	<p>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.</p>
<p>14</p>	<p>SERVICE PROVIDER agrees to the following:</p> <ol 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 (<i>including its assigned personnel</i>) every three (3) 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.

Lastly, Ms. Raymundo enumerated the amended Checklist of Technical and Financial Documents, in accordance with GPPB Resolution No. 15-2021 as follows:

Checklist of Technical and 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.

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

- (j) [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); **and**
- (c) Bill of Quantities

At this juncture, Ms. Raymundo ended his presentation and the Committee opened the floor for queries to the prospective bidder.

At this juncture, Mr. Ocampo ended his presentation and the Committee opened the floor for queries to the prospective bidder.

Below were the queries and/or requests for clarification raised by the Omniworx Inc., 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>May we ask if there is a change in the percentage used for the PhilHealth or is it still 3%?</p> <p>Regarding the submission of Secretary’s Certificate giving full power and authority to its officer to sign the Omnibus Sworn Statement (OSS) and do acts to represent the Bidder, as attachment to the OSS, may we clarify if the project title should be specified in the said document?</p>	<p>The percentage used for PhilHealth is still 3%.</p> <p>We shall issue a Supplemental/Bid Bulletin to answer your query.</p>

There being no other queries and/or requests for clarifications from the representative of Omniworx Inc., 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 **May 2, 2022 (Monday), 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.

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- The issuance of the Supplemental/Bid Bulletin is on **May 4, 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 is on **May 11, 2022 (Wednesday)**. Bids must be duly received by the CIAC Records Management Office located in the CIAC Corporate Office Building **not later than 11:00 a.m.** Late bids shall not be accepted.
- The Opening of Bids shall be conducted at **11:15 a.m. of May 11, 2022** 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.
- 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 of 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.

The Chairperson concluded the Pre-bid Conference by extending her appreciation to the prospective bidder for attending the said meeting.

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5.0 ADJOURNMENT

There being no other matters to discuss, the meeting was adjourned at 4:00 p.m. on the 25th day of April 2022.

Prepared by:

MIRIAM M. PAMINDANAN
Minutes/Agenda Officer

Reviewed by:

SHARON C. LINGAD
Manager-BAC Secretariat

Read and Approved by:

GERRY A. NAGUIT
Member

-on official business-
MELISSA D. FELICIANO, EnP
Member

ENGR. FEDERICO E. PRIMERO JR.
Member

DARWIN L. CUNANAN
Provisional Member

-on leave-
ATTY. MISHEENA JOYCE C. TIATCO
Vice Chairperson

IRISH C. CALAGUAS
Chairperson