BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

PROCUREMENT OF SECURITY SERVICES FOR PHILIPPINE PORTS AUTHORITY, PORT SECURITY CLUSTER – NORTHERN MINDANAO COMPRISING PORT MANAGEMENT OFFICES (PMOs) MISAMIS ORIENTAL/CAGAYAN DE ORO, LANAO DEL NORTE, MISAMIS OCCIDENTAL/OZAMIZ, AGUSAN AND SURIGAO, AND TERMINAL MANAGEMENT OFFICES (TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION

BID DOCS
ASD-078-2024

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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.

BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

INVITATION TO BID

FOR THE PROCUREMENT OF SECURITY SERVICES FOR PHILIPPINE PORTS AUTHORITY, PORT SECURITY CLUSTER – NORTHERN MINDANAO COMPRISING PORT MANAGEMENT OFFICES (PMOs) MISAMIS ORIENTAL/ CAGAYAN DE ORO, LANAO DEL NORTE, MISAMIS OCCIDENTAL/ OZAMIZ, AGUSAN AND SURIGAO, AND TERMINAL MANAGEMENT OFFICES (TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION (MULTI-YEAR CONTRACT)

The Philippine Ports Authority, through the Corporate Budget of the Authority for CY 2024, intends to apply the sum of **P169,730,688.00** being the Approved Budget for the Contract (ABC) for the 1st year of the three (3) years multi-year contract, to payments under the contract for the Procurement of Security Services for Philippine Ports Authority, Port Security Cluster-Northern Mindanao Comprising Port Management Offices (PMOs) Misamis Oriental/Cagayan de Oro, Lanao del Norte, Misamis Occidental/Ozamiz, Agusan and Surigao, and Terminal Management Offices (TMOs)/Ports Under Their Respective Jurisdiction (ASD-078-2024). The total approved budget for the three (3) years contract is P509,192,064.00 for the deployment of 619 security guards. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority now invites bids for the above Procurement Project. Completion of the services is required for a period of Three (3) years which shall commence from receipt by the winning bidder of the Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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) 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

Prospective Bidders may obtain further information from the Philippine Ports Authority Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m., Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on 11 **July 2024** 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 **Fifty Thousand (P50,000.00) Pesos.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The Philippine Ports Authority's Bids and Awards Committee will hold a Pre-Bid Conference on **19 July 2024 at 2:00 p.m.** at the PPA Function Room, 7th Floor, PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, which shall be open to all prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **06 August 2024 at 9:00 a.m.** Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be on **06 August 2024 at 10:00 a.m.** at the 7th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Philippine Ports Authority 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.

For further information, please refer to:

BAC Secretariat, Philippine Ports Authority
5th Floor, PPA Bldg., A. Bonifacio Drive,
South Harbor, Port Area, Manila
Telephone Nos. 527-47-35
527-83-56 to 83 loc. 539
PPA Website: www.ppa.com.ph
PhilGEPS Website: www.philgeps.gov.ph

MARK JON S. PALOMAR
Chairperson, PPA Head Office Bids and Awards Committee for the Procurement of Goods and Consultancy Services (HO-BAC-PGCS)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PHILIPPINE PORTS AUTHORITY wishes to receive Bids for the **PROCUREMENT OF SECURITY SERVICES FOR PHILIPPINE PORTS AUTHORITY, PORT SECURITY CLUSTER - NORTHERN MINDANAO COMPRISING, PORT MANAGEMENT OFFICES (PMOs) MISAMIS ORIENTAL/CAGAYAN DE ORO, LANAO DEL NORTE, MISAMIS OCCIDENTAL/OZAMIZ, AGUSAN AND SURIGAO, AND TERMINAL MANAGEMENT OFFICES (TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION,** with identification number **ASD-078-2024.**

The Procurement Project (referred to herein as "Project") is composed of a single lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Philippine Ports Authority through its corporate budget for the Calendar Year (CY) 2024 in the amount of **ONE HUNDRED SIXTY NINE MILLION SEVEN HUNDRED THIRTY THOUSAND SIX HUNDRED EIGHTY EIGHT PESOS (Php169,730,688.00) (APPROVED BUDGET FOR THE CONTRACT FOR THE FIRST (1ST) YEAR.**

The total Approved Budget for the three (3) years contract is Five Hundred Nine Million One Hundred Ninety Two Thousand Sixty Four Pesos (PHP509,192,064.00) for the deployment of six hundred nineteen (619) security guards.

2.2. The source of funding is the Corporate Budget of the PHILIPPINE PORTS AUTHORITY.

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 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.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a Pre-Bid conference for this Project on the specified date and time and either at its physical address at the PPA Function Room, 7th Floor, PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 for One Hundred Twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each bidder shall submit one copy of the first and second components of the Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

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

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

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 Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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**.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Security Contract peculiar to passenger and cargo terminals in ports, including but not limited to security screening of passengers and cargoes in ports; and safeguarding facilities and installations in ports. b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP *[Manila]* or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Three Million Three Hundred Ninety Four Thousand Six Hundred Thirteen Pesos and 76/100 (Php3,394,613.76), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Eight Million Four Hundred Eighty Six Thousand Five Hundred Thirty Four Pesos and 40/100 (Php8,486,534.40) if bid security is in Surety Bond.
15	Each Bidder shall submit **ONE (1) original and SIX (6) copies** of its Technical and Financial Components of its Bid in two (2) separate sealed bid envelopes, which should be submitted simultaneously. Each of the bid documents should be individually sealed. All bid documents shall be book-bound with hard cover and properly labelled with index tabs. Failure to comply with the said requirements is a ground for automatic disqualification of the bidder.
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.1	No additional requirements.
21.1	No additional requirements.

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	**Delivery and Documents –** 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: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *For Goods supplied from within the Philippines, state:*] "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." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site are as follows: a. PMO MISAMIS ORIENTAL/CDO; b. PMO LANAO DEL NORTE c. PMO MISAMIS OCCIDENTAL/OZAMIZ d. PMO AGUSAN; e. PMO SURIGAO **Incidental Services –** The Supplier is required to provide all the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a) Provide and maintain valid and operational security service equipment indicated in the Annex "F" of the Terms of Reference (TOR); b) Provide a satellite office located within the Port Security Cluster with corresponding business permits and an agency coordinator who shall oversee security operations/concerns of posted security guards; c) Provide a security officer (Detachment Commander) and office space for every Port Management Office/Responsibility Center;

	Furthermore, the security officer (Detachment Commander) shall render and observe a twelve (12) hour duty. Specific duties and functions are provided in 4.14.5 of the TOR. d) Provide security training programs for all newly hiredsecurity guards specified under Section 4.15.5 of the TOR; e) Provision for security personnel's retirement plan and fund; f) Provide an optional/non-compulsory Health Maintenance Organization (HMO)/Health Card to the deployed security guards; g) Provide a Bundy clock and logbook for every port/terminal as a basis for payment by PPA of actual service rendered by security guards; and h) Provide the cost of Identification Cards and uniforms of the security guards to be deployed at PPA 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. **Transportation –** 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. 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. 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. 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. **Intellectual Property Rights –** 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.
2.2	PPA shall pay the Service Contractor the Monthly Billing Rates stipulated in the Contract, subject to existing government auditing and accounting rules and regulations. The Service contractor shall submit supporting documents as basis for payment of services rendered by its Security Guards
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.

Item Number	Description[1]	Quantity	Total	Delivered, Weeks/Months
	Procurement Of Security Services for Philippine Ports Authority, Port Security Cluster-Northern Mindanao Comprising, Port Management Offices (PMOs) Misamis Oriental/ Cagayan De Oro, Lanao Del Norte, Misamis Occidental/Ozamiz, Agusan and Surigao, and Terminal Management Offices (TMOs)/Ports under their respective jurisdiction	619 Security Guards	619 Security Guards	For a period of three (3) years which shall commence upon receipt by the winning bidder of the Notice to Proceed

[1] Subject to the Qualifications Standard and Deployment under Annexes "D" and "B", respectively, of the Terms of Reference.

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A

		statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	PROCUREMENT OF SECURITY SERVICES FOR PHILIPPINE PORTS AUTHORITY, PORT SECURITY CLUSTER-NORTHERN MINDANAO COMPRISING, PORT MANAGEMENT OFFICES (PMOs) MISAMIS ORIENTAL/CAGAYAN DE ORO, LANAO DEL NORTE, MISAMIS OCCIDENTAL/OZAMIZ, AGUSAN AND SURIGAO, AND TERMINAL MANAGEMENT OFFICES	

	(TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION FOR A PERIOD OF THREE (3) YEARS.	
	SCOPE OF UNDERTAKING/SERVICES 1. Provision of port security services for the **Port Management Offices/Terminal Management Offices/Facilities/Units under the Port Security Cluster – Northern Mindanao** for: **a.** Safeguarding and protecting PPA's port equipment, structures, facilities, personnel, and documents, as well as visitors and all persons transacting legitimate business against all crimes by the International Ship and Port Facility Security (ISPS) Code and the National Security Programme for Sea Transport and Maritime Infrastructure (NSPSTMI); *and* **b.** Assisting in the enforcement of access control, traffic rules and regulations, and other existing security policies promulgated by the PPA. 2. The facilities, offices, installations, and structures to be secured under the Contract are specified in the Facility/Port Layout Plans. **(Annexes A-1, A-2, A-3, A-4 A-5, *et sequential*** of the Terms of Reference (TOR).	
	MINIMUM QUALIFICATIONS 1. Must be **ISO 9001:2015** – Quality Management System Certified. 2. Must be duly licensed and registered Private Security Agency with the Philippine National Police – Civil Security Group – Supervisory Office for Security and Investigation Agencies (PNP-CSG-SOSIA) with a valid **License to Operate;** 3. Must be duly licensed and registered Service Contractor/Provider with the Department of Labor and Employment (DOLE) with an issued **Certificate of Registration;** 4. Must be duly registered with the Social Security System (SSS), Home Development and Mutual Fund (PAGIBIG), and Philippine Health Insurance Corporation (PHILHEALTH) with issued **corresponding Certificate of Registration;** 5. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing for the last ten (10) years with an issued **Certificate of Membership;**	

	6. Must present during the opening of bids at least two (2) **Client/Customer Feedback Forms (Annex "C" of the TOR)**, with at least a **Satisfactory Rating** on all criteria from any government agency or private entities, with whom the Service Contractor/Provider has an ongoing contract or from the immediately preceding year.	
	OBLIGATION AND RESPONSIBILITIES 1. Deploy and maintain duly licensed security guards compliant under **Annex B** of the TOR; 2. Provide and maintain valid and operational security service equipment indicated in **Annex F** of the TOR; 3. Provide the organizational structure of the security agency/contractor/provider. 4. Ten (10) **Key Officers** must have a minimum of two years of managerial/supervisory experience. At least two (2) of the ten (10) key Officers must have appropriate training on all the following: Crowd Control Management; Bomb Awareness and Management; and Basic Intelligence and Investigation. All training must be conducted by the appropriate unit of the Philippine National Police or any training center authorized by the PNP within the last six (6) months immediately preceding the bid opening. Such officers include: a. (1) ***Manager/Chief Security Director*** – Overall in-charge in the administrative management of posted security guards under this Port Security Cluster; b. (1) ***Assistant Manager/Assistant Chief Security Director*** – Assist the Manager/Chief Security Director in providing administrative support to posted security guards under this Port Security Cluster; c. (1) ***Area Commander*** – Oversees and monitors the security operations of all PMOs/TMOs under this Port Security Cluster and; d. (2) ***Port Facility Security Officers (PFSO)*** – ensuring adequate training has been provided to personnel responsible for the security of the port facility to enhance security awareness and vigilance of security personnel and ensures that standards for personnel responsible for the security of the port facility are met. e. (5) ***Detachment Commanders*** - Oversee overall security operations of posted security guards and ensure that all security-related matters and concerns within the Port	

	Management Office/Responsibility Center are well attended. Provided, further, the two (2) Port Facility Security Officers (PFSOs) have a valid certification issued by the Office for Transportation Security (OTS) or any accredited Training Center. However, such PFSO must be exclusive for this Port Security Cluster only and shall be disqualified from serving as PFSO in other Port Security Clusters and security agencies. During contract implementation, the Security Services Provider shall submit the updated names, contact details, and office location/address of the Key Officers the same to the Port Police Department/Division from time to time. 5. Provide, the following additional requirements/commitment at no expense to PPA Head Office/Port Management Offices, to wit: a. Satellite office located within the Port Security Cluster with corresponding business permits and an agency coordinator who shall oversee security operations/concerns of posted security guards at the expense of the security services contractor. b. Security Officer (Detachment Commander) and office space for every Port Management Office/Responsibility Center at the expense of the security services contractor. Furthermore, the security officer (Detachment Commander) shall render and observe a **twelve (12) hour duty.** Specific duties and functions are provided in **4.14.5** of the TOR. c. Designated official drivers for the issued 4-wheel service vehicle. d. Conduct random drug testing for all PPA Hired Security Guards in compliance with PPA Drug-Free Workplace Policy e. Conduct of security training programs to all newly hired security guards to be deployed without any related training shall undergo the following training programs within three (3) months upon issuance of Notice to Proceed (NTP) such as, but not limited to, the following: e.1 Maritime Security Awareness Training; e.2 Basic Intelligence and Investigation with technical report writing;	

	e.3 Basic Quality Customer Relations Seminar; e.4 Basic Firefighting Training; e.5 Bomb Awareness and Management; and e.6 Basic First Aid 6. Must conduct a Site Inspection on all PMOs and TMOs under this Project with the attached Certificate of Site Inspection (Annex "C1" of the TOR) signed by the respective Port Managers/ Terminal Managers, Station Commanders, or their authorized representatives. The Certificate of Site Inspection must be submitted during the opening and preliminary examination of bids as part of the technical proposal. 7. Comply with all labor laws in favor of its security guards and DOLE Department Order No. 174, s. 2017 in the implementation of the Contract and hold PPA-free and harmless from any liability arising from the claims by the security services against the service contractor. 8. Nothing herein shall be construed to create an employer-employee relationship between the parties. The Service Contractor is an independent contractor; thus, all human resource concerns of the deployed shall be addressed to it. 9. Recognize PPA's exercise of visitorial power or conduct of inspection or audit of the Service Contractor's compliance with the provisions of the Contract or with the existing social legislation relating to the welfare of security guards deployed under the Contract. 10. Shall agree that the Service Contractor undergo a monthly Performance Evaluation as determined by the Port Police Division of the PMOs concerned. 11. All bid prices for a duration of three (3) years shall be fixed and shall not be adjusted during contract implementation, except for the following: a. Increase in minimum daily wage under law or new wage order issued after the date of bidding; b. Increase in taxes; and c. If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security personnel, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.	

	12.	Submit to the PPA detailed reports of the undertaking, unusual incidents, and other reports within the required time frame in accordance with the form and frequency prescribed by PPA.	
	13.	Make available at any reasonable time all documents related to the Contract for inspection, examination, and audit by PPA.	
	14.	Assume liability for any loss or damages to property or death/injuries sustained by the PPA, its employees, guests, and passengers, which are directly attributed to the negligence, unlawful act, or misconduct of the Contractor or any of its officers or security guards.	
	15.	Provide for the security personnel's retirement plan and fund, the proof of which from a reputable commercial bank must be submitted during the opening and preliminary examination of bids.	
	16.	Provide an optional/non-compulsory Health Maintenance Organization (HMO)/Health Card to the deployed security guards.	
	17.	Provide a Bundy clock and logbook for every port/terminal as a basis for payment by PPA of actual service rendered by security guards.	
	18.	Comply with all other applicable laws, ordinances, terms, and conditions of the Contract and applicable rules and regulations promulgated by the PPA.	
	19.	Pay taxes in full and on time. Failure to do so will entitle the PPA to suspend payment for any services delivered/rendered by the Contractor.	
	20.	Confer or meet with the authorized representatives of PPA on issues and concerns about the proper implementation of the Contract concerning a particular situation in a particular port.	
	21.	Collect its fees for services rendered as concurred in, validated, and approved by the PPA, which shall be issued with Official Receipts by the Contractor, which shall be payable every 15th and the last working day of the month following the submission by the Agency of the statement of accounts and other supporting documents.	
	22.	Agrees that PPA reserves the right to reject any security guards who shall be found unqualified and unfit to meet	

	the qualification standard as required under Annex "D" of the TOR. 23. Maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria under Annex "E" of the TOR (Criteria for Performance Evaluation). Before the end of each year, PPA shall conduct an assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria prescribed under Annex "E" of the TOR. Based on its assessment, PPA may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.	
	OTHER CONDITIONS OF THE CONTRACT 1. **Identification.** Each security guard shall wear and display Identification Card (ID) and Security Guard License. The deployed security guards shall wear the prescribed uniform. All costs of IDs and uniforms shall be for the account of the Service Contractor. 2. **Service Complaints.** Upon loss of trust and confidence and without liability, PPA shall have the right to request to change or replace the security guards concerned within twenty – four (24) hours from receipt of the corresponding written notice. Further, in no case shall the operators be replaced or relieved without prior written notice and written concurrence from PPA. 3. **No Employer-Employee Relationship.** Nothing herein shall be construed to create an employer-employee relationship between the parties. The Service Contractor is an independent Service Contractor; thus, all human resource concerns of the deployed personnel shall be addressed to it. 4. **Accident/Death/Injury.** The PPA shall not be responsible for liabilities arising out of any accident, death, or injury to the deployed security guards. The Service Contractor shall assume all liabilities concerning the performance of the services under the contract.	

DISTRIBUTION OF SECURITY GUARDS (DULY SIGNED ANNEX "B" OF THE TOR TO BE ATTACHED AS PART OF THE TECHNICAL PROPOSAL)

LOCATION	GUARDS
PMO MISAMIS ORIENTAL/CDO	
Baseport (Cagayan de Oro)	146
Port of Opol	9
Port of Jasaan	3
TMO Balingoan	33
TMO Camiguin	23
Port of Balbagon	8
Port of Guinsiliban	6
TOTAL	**228**
PMO LANAO DEL NORTE/ILIGAN	
Baseport (Iligan)	71
Port of Kolambugan	6
Port of Sultan Naga Dimaporo	3
TMO Tubod	11
TOTAL	**91**
PMO MISAMIS OCCIDENTAL/OZAMIZ	
Baseport (Ozamiz)	65
TMO Jimenez	9
TMO Plaridel	14
TOTAL	**88**
PMO AGUSAN	
Baseport Nasipit	54
TMO Butuan	13
TMO Masao	12
TOTAL	**79**
PMO SURIGAO	
Baseport Surigao	45
TMO Lipata	18
TMO Siargao	41
TMO Dinagat	13
TMO Tandag	16
TOTAL	**133**
GRAND TOTAL	**619**

QUALIFICATIONS STANDARD OF SECURITY GUARDS (DULY SIGNED ANNEX "D" OF THE TOR TO BE ATTACHED AS PART OF THE TECHNICAL PROPOSAL)

1. Must be a Filipino citizen, at least twenty-one (21) years old but preferably not more than fifty (50) years of age upon deployment to PPA;
2. Must be duly licensed as a security guard;
3. Must have appropriate training/seminars regarding security work;
4. Must be physically and mentally fit, able-bodied, not less than 5 feet and 4 inches in height for male and 5'2" for female;
5. Must be at least a high school graduate;
6. Must have at least one (1) year experience in security work;
7. Must be of good moral character, and reputation and has no criminal and derogatory police record;
8. Must possess a neuro-psychiatric clearance issued by a competent person or institution;
9. Must not be a dishonorably discharged member of the Philippine National Police or any of the branches of the Armed Forces of the Philippines, and other similar agencies;
10. Must possess all other qualifications required of a security guard under R.A. No. 11917, otherwise known as the Private Security Services Industry Act.

FIREARMS, COMMUNICATIONS AND TRANSPORTATION MINIMUM REQUIREMENTS (DULY SIGNED ANNEX "F" OF THE TOR TO BE ATTACHED AS PART OF THE TECHNICAL PROPOSAL)

The Winning Bidder shall deliver to the various offices of the PPA **Port Security Cluster – Northern Mindanao** the following required equipment including other equipment as committed in their bids:

a. Firearm/ammunition Requirement

PMOs	9mm Pistol	Ammo *(14 rds. per pistol*	12GA	Ammo *(12 rds. per Shotgun)*
PMO-Misamis Oriental/CDO	55	770	14	168
PMO-Lanao Del Norte/Iligan	26	364	7	84
PMO-Misamis Occidental/Ozamiz	23	322	6	72
PMO-Agusan	21	294	7	84
PMO-Surigao	27	378	11	132
TOTAL	**152**	**2128**	**45**	**540**

b.Transportation Equipment (In good running condition not older than 2020 Model)

PMO/TMO	4 Wheel Vehicle (AUV no less than 2.0L with Diesel fuel allocation 120 Ltrs. Per Month)	Motorcycle (No less than 150cc with fuel allocation 60 Ltrs. Per Month	Bicycle (Mt. Bike)
PMO-Misamis Oriental/CDO	1 unit	3 unit	6 units
PMO-Lanao Del Norte/Iligan	1 unit	2 unit	3 units
PMO-Misamis Occidental/Ozamiz	1 unit	1 unit	4 units
PMO-Agusan	1 unit	3 unit	3 units
PMO-Surigao	1 unit	2 unit	5 units
TOTAL	**5 units**	**11 units**	**21 units**

c. Other Security Equipment Requirements

PPA/PMO	Reserved Battery Pack	Handheld Radio with Charger	Radio Base *(with antenna)*	Radio Repeater	Cell phone (Android w/500 load/month)	Computer set with Printer
PMO-Misamis Oriental/CDO	50	66	1	1	5	1
PMO-Lanao Del Norte/Iligan	25	33	1	1	3	1
PMO-Misamis Occ./Ozamiz	20	27	2	1	3	1
PMO-Agusan	18	24	2	2	3	1
PMO-Surigao	28	37	1	1	4	1
TOTAL	**141**	**187**	**7**	**6**	**18**	**5**

PMO/RC	Ostrich Mirror	Halogen Searchlight	Mega phone	Raincoat and Boots	Emergency Light	Metal Detector
PMO-Misamis Oriental/CDO	7	27	10	140	27	18
PMO-Lanao Del Norte/Iligan	5	7	3	46	7	8

PMO-Misamis Occ./Ozamiz	5	8	4	44	8	6
PMO-Agusan	6	14	9	40	14	9
PMO-Surigao	7	15	7	67	15	10
TOTAL	**30**	**71**	**33**	**337**	**71**	**51**

d. Security Guard Paraphernalia

Paraphernalia	PMO Mis.Orient/ CDO	PMO Lanao Del Norte	PMO Mis.Occ / Ozamiz	PMO Agusan	PMO Surigao	TOTAL
Headgear	228	91	88	79	133	**619**
Whistle with lanyard	228	91	88	79	133	**619**
Night Stick/Baton	228	91	88	79	133	**619**
LED Flashlight	228	91	88	79	133	**619**
Necktie	228	91	88	79	133	**619**
First aid kit	228	91	88	79	133	**619**
Service Shoes (Black)	228	91	88	79	133	**619**
Traffic Vest	228	91	88	79	133	**619**
Handcuff	228	91	88	79	133	**619**

All other provisions stated in the Terms of Reference not included herein.

TERMS OF REFERENCE

PROCUREMENT OF SECURITY SERVICES FOR PHILIPPINE PORTS AUTHORITY, PORT SECURITY CLUSTER-NORTHERN MINDANAO COMPRISING, PORT MANAGEMENT OFFICES (PMOs) MISAMIS ORIENTAL CAGAYAN DE ORO, LANAO DEL NORTE, MISAMIS OCCIDENTAL/OZAMIZ, AGUSAN AND SURIGAO, AND TERMINAL MANAGEMENT OFFICES (TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION)

1. RATIONALE/OBJECTIVE

1.1. Consistent with principles of transparency, competitiveness, streamlining, and use of technology in procurement, accountability, and public monitoring under Republic Act No. 9184 and its Revised Implementing Rules and Regulations, this Terms of Reference shall inform, and guide prospective bidders interested in a public and competitive bidding for the Contract for Port Security Services in Port Security Cluster–Northern Mindanao

1.2. Approved Budget for the Contract

The **Approved Budget for the Contract (ABC)** for the first year is **One Hundred Sixty-nine Million Seven Hundred Thirty Thousand Six Hundred Eighty-eighth Pesos only (Php. 169,730,688.00).**

The total Approved Budget for the three (3) years contract is Five Hundred Nine Million One Hundred Ninety-two Thousand Sixty-four Pesos only (P 509,192,064.00) for the deployment of **six hundred nineteen (619)** security guards.

2. SCOPE OF UNDERTAKING/SERVICES

2.1. Provision of port security services for the **Port Management Offices/Terminal Management Offices/Facilities/Units under the Port Security Cluster – Northern Mindanao** for:

2.1.1. Safeguarding and protecting PPA's port equipment, structures, facilities, personnel, and documents, as well as visitors and all persons transacting legitimate business against all crimes by the International Ship and Port Facility Security (ISPS) Code and the National Security Programme for Sea Transport and Maritime Infrastructure (NSPSTMI); *and*

2.1.2. Assisting in the enforcement of access control, traffic rules and regulations, and other existing security policies promulgated by the PPA.

2.2. The facilities, offices, installations, and structures to be secured under the Contract are specified in the Facility/Port Layout Plans. **(Annexes A-1, A-2, A-3, A-4 A-5, *et sequential*)** The deployment of Security Guards is specified in **Annex B.**

3. MINIMUM QUALIFICATIONS

3.1. Track Record

Considering its basic role in the operation, management, and administration of passenger and cargo terminals in ports, the PPA desires a security agency that has completed, within the last five (5) years from the date of submission and receipt of bids, contracts that are similar to the Contract to be bid. The similar contracts must be security contracts peculiar to passenger and cargo terminals in ports, including but not limited to security screening of passengers and cargoes in ports; and safeguarding facilities and installations in ports, the total value of which must be at least fifty percent (50%) of the Approved Budget for the Contract (ABC).

3.2. Must be **ISO 9001:2015** – Quality Management System Certified.

3.3. Must be duly licensed and registered Private Security Agency with the Philippine National Police – Civil Security Group – Supervisory Office for Security and Investigation Agencies (PNP-CSG-SOSIA) with a valid **License to Operate**;

3.4. Must be duly licensed and registered Service Contractor/Provider with the Department of Labor and Employment (DOLE) with an issued **Certificate of Registration**;

3.5. Must be duly registered with the Social Security System (SSS), Home Development and Mutual Fund (PAGIBIG), and Philippine Health Insurance Corporation (PHILHEALTH) with issued **corresponding Certificate of Registration**;

3.6. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing for the last ten (10) years with an issued **Certificate of Membership**;

3.7. Must present during the opening of bids at least two (2) **Client/Customer Feedback Forms**, with at least a **Satisfactory Rating** on all criteria from any government agency or private entities, with whom the Service Contractor/Provider has an ongoing contract or from the immediately preceding year. The Client/Customer Feedback Form provided in **Annex C** must be used.

4. OBLIGATIONS AND RESPONSIBILITIES

The PPA shall:

4.1. After determining the Lowest Calculated Responsive Bidder in the competitive bidding to be conducted for this purpose, PPA shall award to the winning Contractor, the Contract for Security Services for the Philippine Ports Authority, Port Security Cluster-Northern Mindanao for a period of three (3) years.

4.2. Ensure the availability of funds for security services rendered under the Contract.

4.3. Pay the Service Contractor the Monthly Billing Rates stipulated in the said Contract, subject to existing government auditing and accounting rules and regulations.

4.4. Require the Contractor to submit supporting documents as a basis for payment of services rendered by its Security Guards.

4.5. Reserves the right to reject any Security Guards who shall be found unqualified and unfit. **(Annex D)**

4.6. Exercise operational and administrative supervision over the deployed security guards to ensure effectiveness and efficiency.

4.7. Procuring entities shall expressly provide, under Section VII. Technical Specifications, which shall form part of the contract under Section 13.1 of the General Conditions of the Contract of the PBDs, that the service provider/contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. (**Annex E** *Criteria for Performance Evaluation)*

4.8. Before the end of each year, procuring entities shall conduct an assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria prescribed under Section VII. Technical Specifications.

4.9. Based on its assessment, the procuring entity may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.

4.10. Assist the Contractor in the conduct of seminars/training/briefings as indicated in item **4.15.5** to security guards under the Contract.

The Service Contractor Shall:

4.11. Deploy and maintain duly licensed security guards compliant under **Annex B** hereof;

4.12. Provide and maintain valid and operational security service equipment indicated in **Annex F** hereof;

4.13. Provide the organizational structure of the security agency/contractor/provider.

4.14. Ten (10) **Key Officers** must have a minimum of two years of managerial/supervisory experience. At least two (2) of the ten (10) key Officers must have appropriate training on all the following: Crowd Control Management; Bomb Awareness and Management; and Basic Intelligence and Investigation. All training must be conducted by the appropriate unit of the Philippine National Police or any training center authorized by the PNP within the last six (6) months immediately preceding the bid opening. Such officers include:

4.14.1. (1) ***Manager/Chief Security Director*** – Overall in-charge in the administrative management of posted security guards under this Port Security Cluster;

4.14.2. (1) ***Assistant Manager/Assistant Chief Security Director*** – Assist the Manager/Chief Security Director in providing administrative support to posted security guards under this Port Security Cluster;

4.14.3. (1) ***Area Commander*** – Oversees and monitors the security operations of all PMOs/TMOs under this Port Security Cluster and;

4.14.4. (2) ***Port Facility Security Officers (PFSO)*** – ensuring adequate training has been provided to personnel responsible for the security of the port facility to enhance security awareness and vigilance of security personnel and ensures that standards for personnel responsible for the security of the port facility are met.

4.14.5. (5) ***Detachment Commanders*** - Oversee overall security operations of posted security guards and ensure that all security-related matters and concerns within the Port Management Office/Responsibility Center are well attended.

Provided, further, the two (2) Port Facility Security Officers (PFSOs) have a valid certification issued by the Office for Transportation Security (OTS) or any accredited Training Center. However, such PFSO must be exclusive for this Port Security Cluster only and shall be disqualified from serving as PFSO in other Port Security Clusters and security agencies.

During contract implementation, the Security Services Provider shall submit the updated names, contact details, and office location/address of the Key Officers the same to the Port Police Department/Division from time to time.

4.15. Provide, the following additional requirements/commitment at no expense to PPA Head Office/Port Management Offices, to wit:

4.15.1 Satellite office located within the Port Security Cluster with corresponding business permits and an agency coordinator who shall oversee security operations/concerns of posted security guards at the expense of the security services contractor.

4.15.2 Security Officer (Detachment Commander) and office space for every Port Management Office/Responsibility Center at the expense of the security services contractor.

Furthermore, the security officer (Detachment Commander) shall render and observe a **twelve (12) hour duty.** Specific duties and functions are provided in **4.14.5.**

4.15.3 Designated official drivers for the issued 4-wheel service vehicle.

4.15.4 Conduct random drug testing for all PPA Hired Security Guards in compliance with PPA Drug-Free Workplace Policy

4.15.5 Conduct of security training programs to all newly hired security guards to be deployed without any related training shall undergo the following training programs within three (3) months upon issuance of Notice to Proceed (NTP) such as, but not limited to, the following:

4.15.5.1 Maritime Security Awareness Training;

4.15.5.2 Basic Intelligence and Investigation with technical report writing;

4.15.5.3 Basic Quality Customer Relations Seminar;

4.15.5.4 Basic Firefighting Training;

4.15.5.5 Bomb Awareness and Management; and

4.15.5.6 Basic First Aid

4.16 Must conduct a Site Inspection on all PMOs and TMOs under this Project with the attached Certificate of Site Inspection signed by the respective Port Managers/ Terminal Managers, Station Commanders, or their authorized representatives. The Certificate of Site Inspection must be submitted during the opening and preliminary examination of bids as part of the technical proposal. **(Annex C1)**

4.17 Comply with all labor laws in favor of its security guards and DOLE Department Order No. 174, s. 2017 in the implementation of the Contract and hold PPA-free and harmless from any liability arising from the claims by the security services against the service contractor.

4.18 Nothing herein shall be construed to create an employer-employee relationship between the parties. The Service Contractor is an independent contractor; thus, all human resource concerns of the deployed shall be addressed to it.

4.19 Recognize PPA's exercise of visitorial power or conduct of inspection or audit of the Service Contractor's compliance with the provisions of the Contract or with the existing social legislation relating to the welfare of security guards deployed under the Contract.

4.20 Shall agree that the Service Contractor undergo a monthly Performance Evaluation as determined by the Port Police Division of the PMOs concerned.

4.21 All bid prices for a duration of three (3) years shall be fixed and shall not be adjusted during contract implementation, except for the following:

4.21.1 Increase in minimum daily wage under law or new wage order issued after the date of bidding;
4.21.2 Increase in taxes; and
4.21.3 If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security personnel, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.

4.22 Submit to the PPA detailed reports of the undertaking, unusual incidents, and other reports within the required time frame in accordance with the form and frequency prescribed by PPA.

4.23 Make available at any reasonable time all documents related to the Contract for inspection, examination, and audit by PPA.

4.24 Assume liability for any loss or damages to property or death/injuries sustained by the PPA, its employees, guests, and passengers, which are directly attributed to the negligence, unlawful act, or misconduct of the Contractor or any of its officers or security guards.

4.25 Provide for the security personnel's retirement plan and fund, the proof of which from a reputable commercial bank must be submitted during the opening and preliminary examination of bids.

4.26 Provide an optional/non-compulsory Health Maintenance Organization (HMO)/Health Card to the deployed security guards.

4.27 Provide a Bundy clock and logbook for every port/terminal as a basis for payment by PPA of actual service rendered by security guards.

4.28 Comply with all other applicable laws, ordinances, terms, and conditions of the Contract and applicable rules and regulations promulgated by the PPA.

4.29 Pay taxes in full and on time. Failure to do so will entitle the PPA to suspend payment for any services delivered/rendered by the Contractor.

4.30 Confer or meet with the authorized representatives of PPA on issues and concerns about the proper implementation of the Contract concerning a particular situation in a particular port.

4.31 Collect its fees for services rendered as concurred in, validated, and approved by the PPA, which shall be issued with Official Receipts by the Contractor, which shall be payable every 15th and the last working day of the month following the submission by the Agency of the statement of accounts and other supporting documents.

5. OTHER CONDITIONS OF THE CONTRACT

5.1 **Identification.** Each security guard shall wear and display Identification Card (ID) and Security Guard License. The deployed security guards shall wear the prescribed uniform. All costs of IDs and uniforms shall be for the account of the Service Contractor.

5.2 **Service Complaints.** Upon loss of trust and confidence and without liability, PPA shall have the right to request to change or replace the security guards concerned within twenty – four (24) hours from receipt of the corresponding written notice. Further, in no case shall the operators be replaced or relieved without prior written notice and written concurrence from PPA.

5.3 **No Employer-Employee Relationship.** Nothing herein shall be construed to create an employer-employee relationship between the parties. The Service Contractor is an independent Service Contractor; thus, all human resource concerns of the deployed personnel shall be addressed to it.

5.4 **Accident/Death/Injury.** The PPA shall not be responsible for liabilities arising out of any accident, death, or injury to the deployed security guards. The Service Contractor shall assume all liabilities concerning the performance of the services under the contract.

6. DURATION OF CONTRACT

The Contract for Port Security Services in Port Security Cluster - Northern Mindanao shall be effective for a period of three (3) years upon receipt by the winning bidder of the Notice to Proceed (NTP).

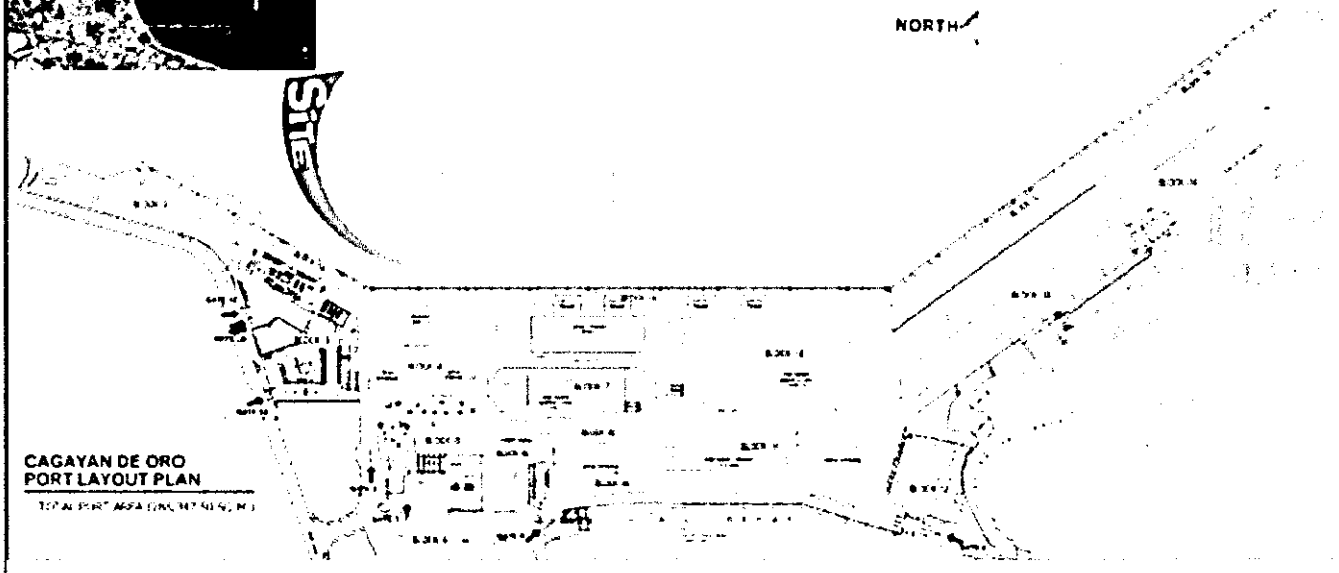
PPSSUPT GENARO P MANCIO, JR
Manager/Superintendent
Port Police Department

Encl. Annex A – Facility/ Port Layout Plans
Annex B – Distribution of Security Guards
Annex C – Client/ Customer Feedback Form
Annex C1 – Certification Site Inspection Form
Annex D – Qualification Standards of Security Guards
Annex E – Criteria for Performance Evaluation
Annex F – Firearms, Communications, and Transportation Minimum Requirements
Annex G – Summary of Financial Offer PSC-Northern Mindanao

PORT OF CAGAYAN DE ORO CITY - BASEPORT



LOCATION PLAN



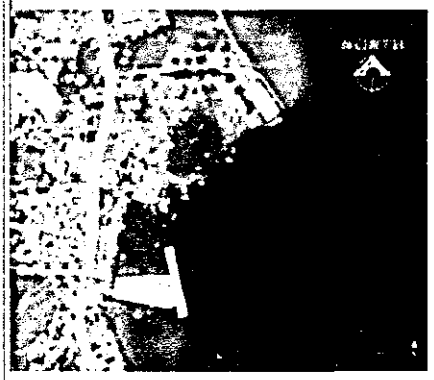
CAGAYAN DE ORO
PORT LAYOUT PLAN

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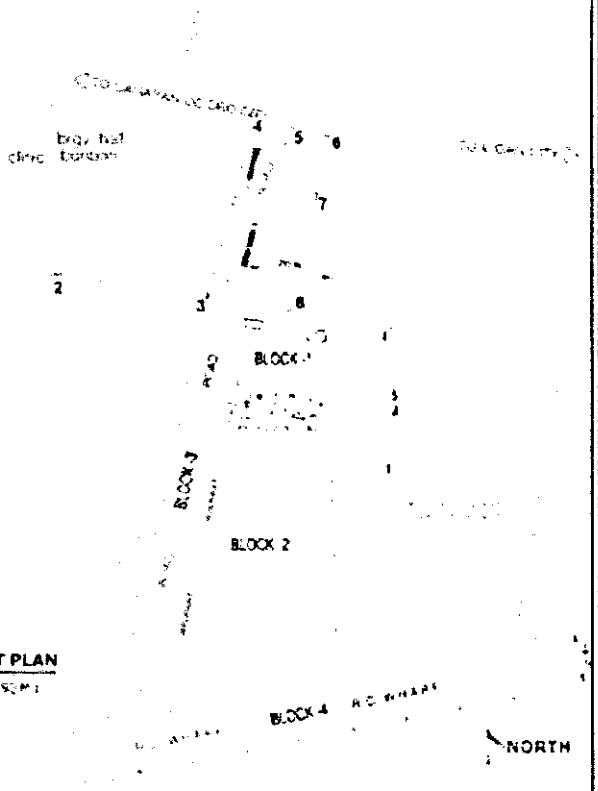
SCALE : N.T.S.	TITLE :	PORT LAYOUT	PREPARED BY:
PREPARED FOR:		PHILIPPINE PORTS AUTHORITY	CAL-FIL APPRAISAL AND MANAGEMENT, INC. Unit T 1001 Building 2B, Palmdale Heights, 8505 Sandoval Avenue Pinagbuhatan, Pasig City 1602 Telephone No. (63+2) 8671-1039, Mobile Nos. (0917) 8021028, (0917) 655-2836 E-mail Address: calfilappraise@yahoo.com
LOCATION :		BARANGAY PUNTOD, MACABALAN CAGAYAN DE ORO CITY, MISAMIS ORIENTAL	

PORT OF OPOL



LOCATION PLAN





OPOL PORT LAYOUT PLAN

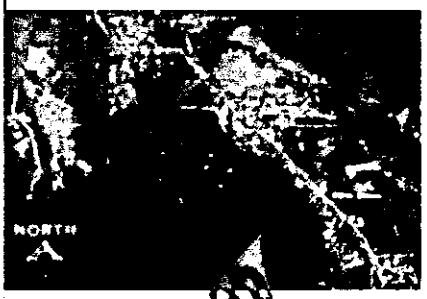
TOTAL PORT AREA (±4.5 HECTARES)

NOTE:
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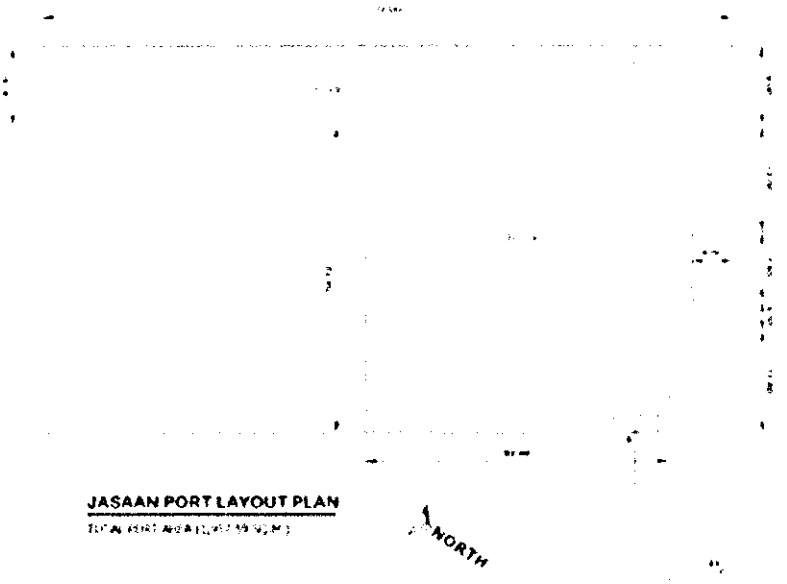
CFAMAI FILE NO. 21-G145-115

SCALE : N.T.S.	TITLE :	PORT LAYOUT	PREPARED BY:
PREPARED FOR:		PHILIPPINE PORTS AUTHORITY	CAL-FIL APPRAISAL AND MANAGEMENT, INC. UNIT 1001 Building 2B, Parmdale Heights, 8505 Sandoval Avenue Pinagbuhatan, Pasig City 1602 Telephone No. (63+2) 8571-1039/ Mobile Nos. (0917) 8021028, (0917) 655-2805 E-mail Address: calfilappraisal@yahoo.com
LOCATION :		BARANGAY LUYONG, OPOL MISAMIS ORIENTAL	

PORT OF JASAAN



LOCATION PLAN



JASAAN PORT LAYOUT PLAN

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CFAMAI FILE NO. 21-G145-115

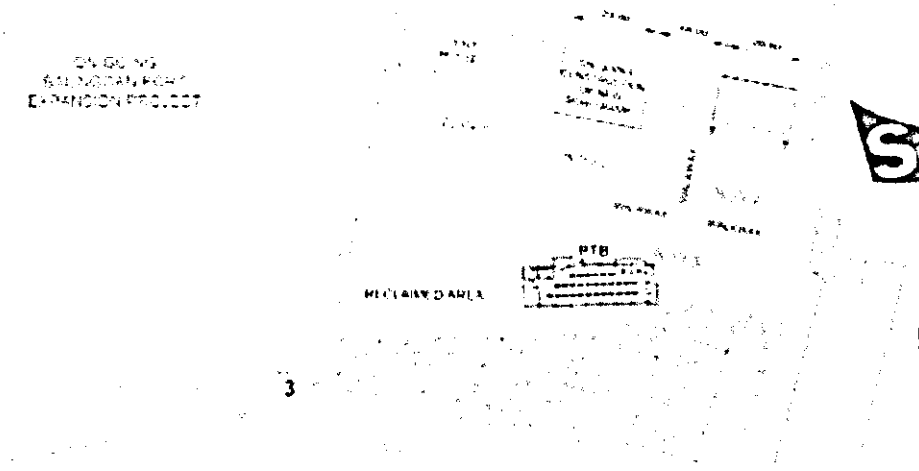
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LOCATION :		BARANGAY KIMAYA, JASAAN MISAMIS ORIENTAL	

PORT OF BALINGOAN



LOCATION PLAN

NORTH



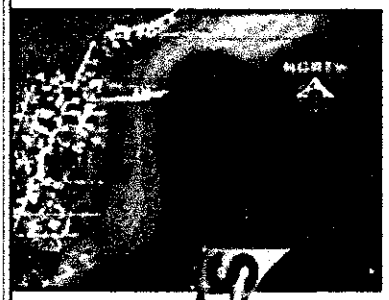
BALINGOAN PORT LAYOUT PLAN

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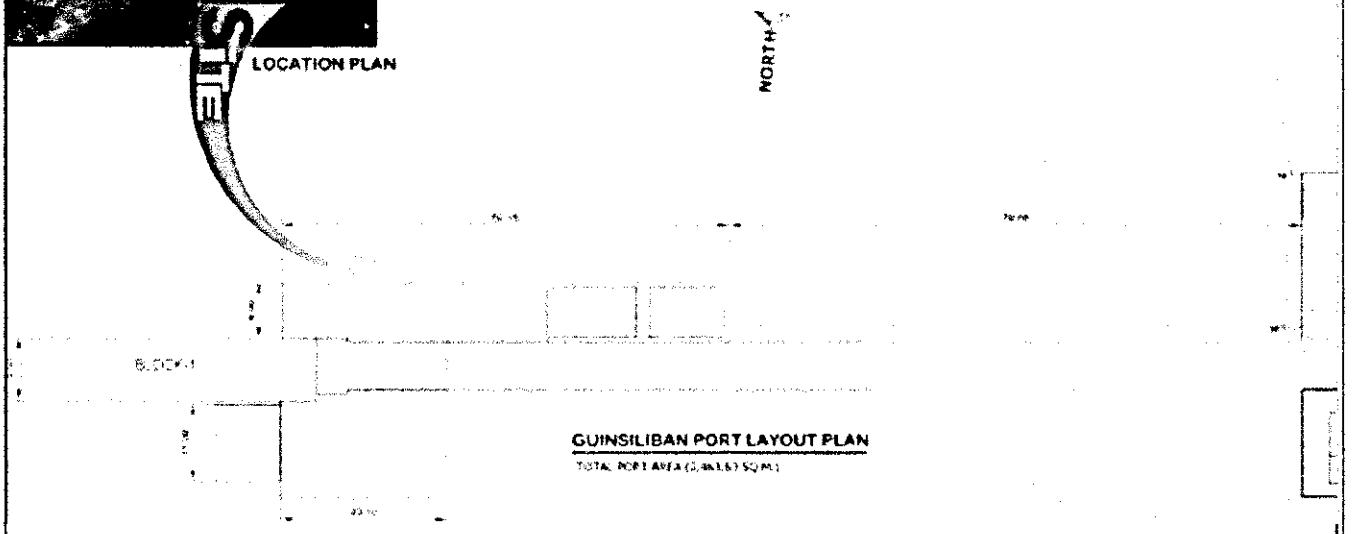
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LOCATION :		BARANGAY BAUK-BAUK, BALINGOAN MISAMIS ORIENTAL	

PORT OF GUINSILIBAN



LOCATION PLAN



GUINSILIBAN PORT LAYOUT PLAN

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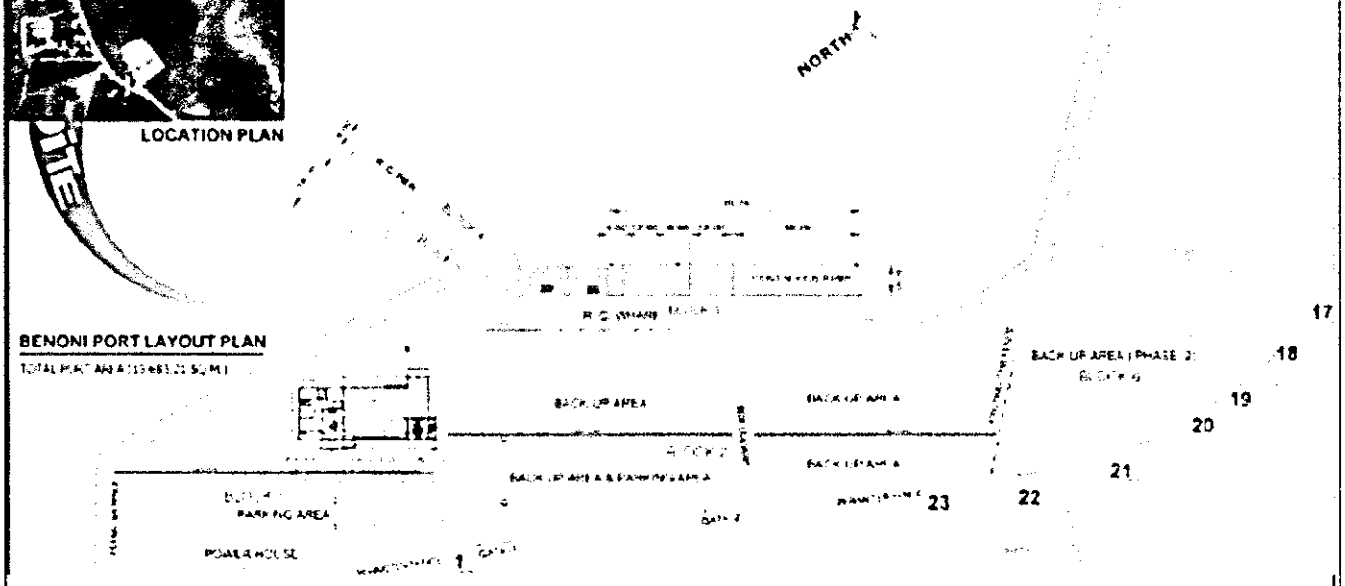
CFAMAI FILE NO. 21-G145-115

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LOCATION :		BARANGAY NORTH POBLACION, GUINSILIBAN CAMIGUIN	

PORT OF BENONI



LOCATION PLAN



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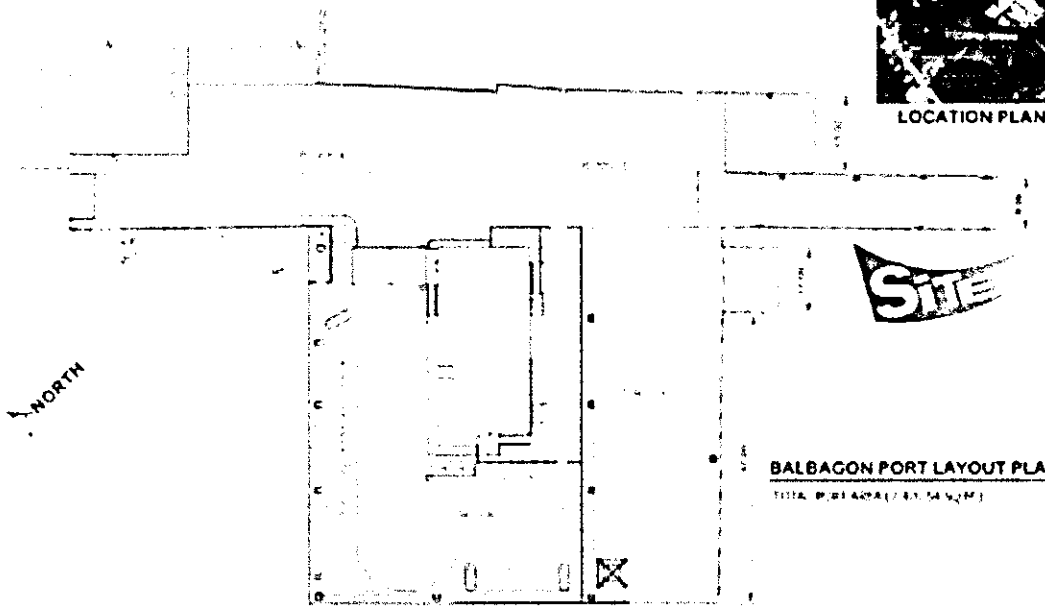
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LOCATION :		BARANGAY BENONI, MAHINOG, CAMIGUIN	

PORT OF BALBAGON



LOCATION PLAN



BALBAGON PORT LAYOUT PLAN

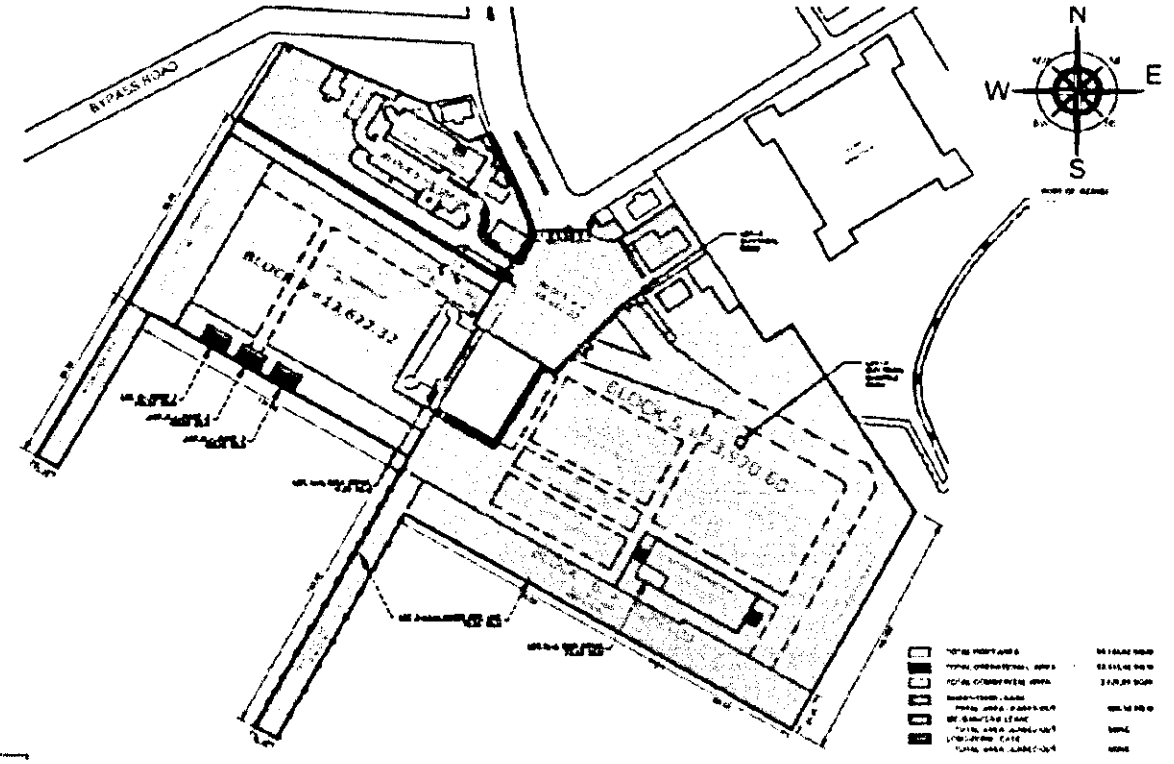
TOTAL PORT AREA (+/- [illegible] sq.m.)

NOTE:
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LOCATION :		BARANGAY BALBAGON, MAMBAJAO CAMIGUIN	

PORT OF OZAMIZ - BASEPORT

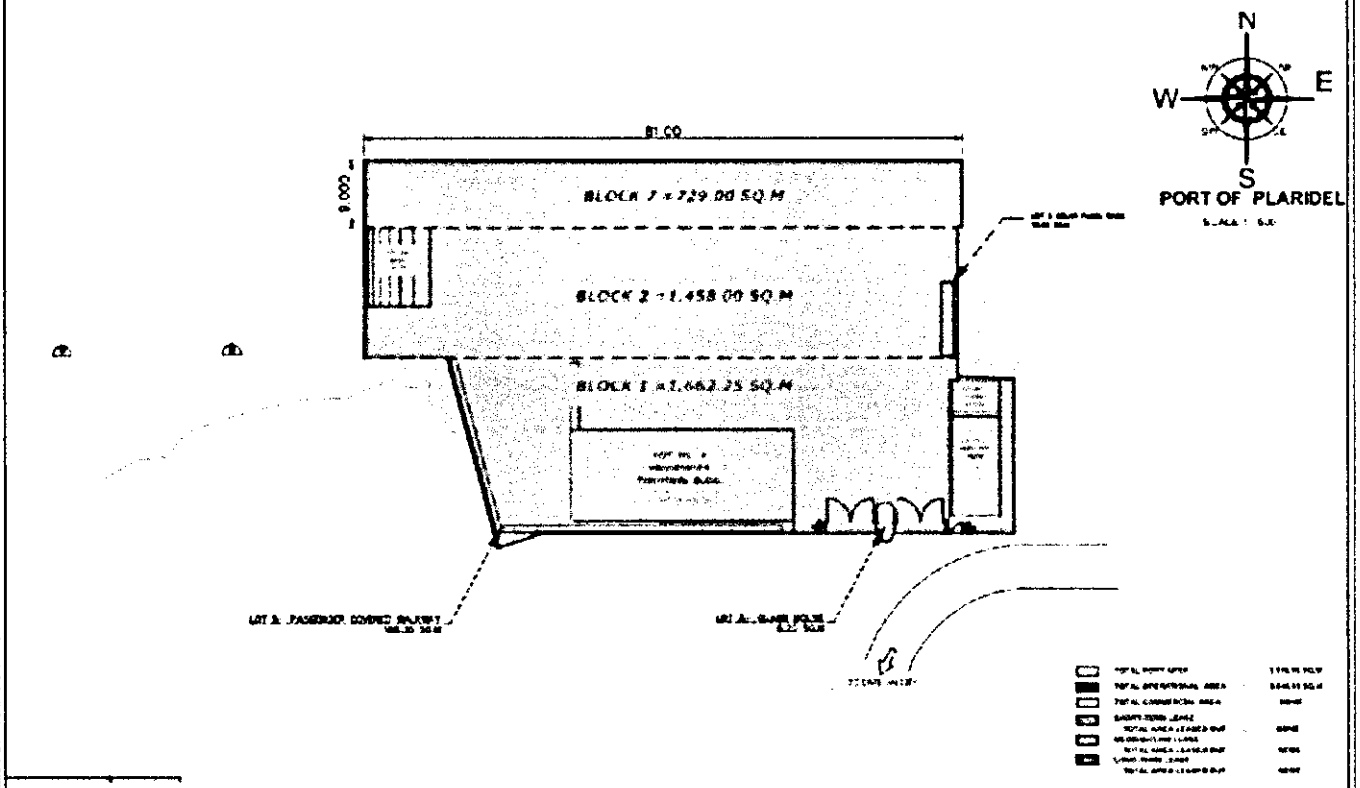


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CFAMAI FILE NO. 21-G145-114

SCALE : N.T.S.	TITLE :	PORT LAYOUT	PREPARED BY:
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LOCATION :		BARANGAY BAYBAY STA CRUZ (POBLACION) OZAMIZ CITY, MISAMIS OCCIDENTAL	

PORT OF PLARIDEL

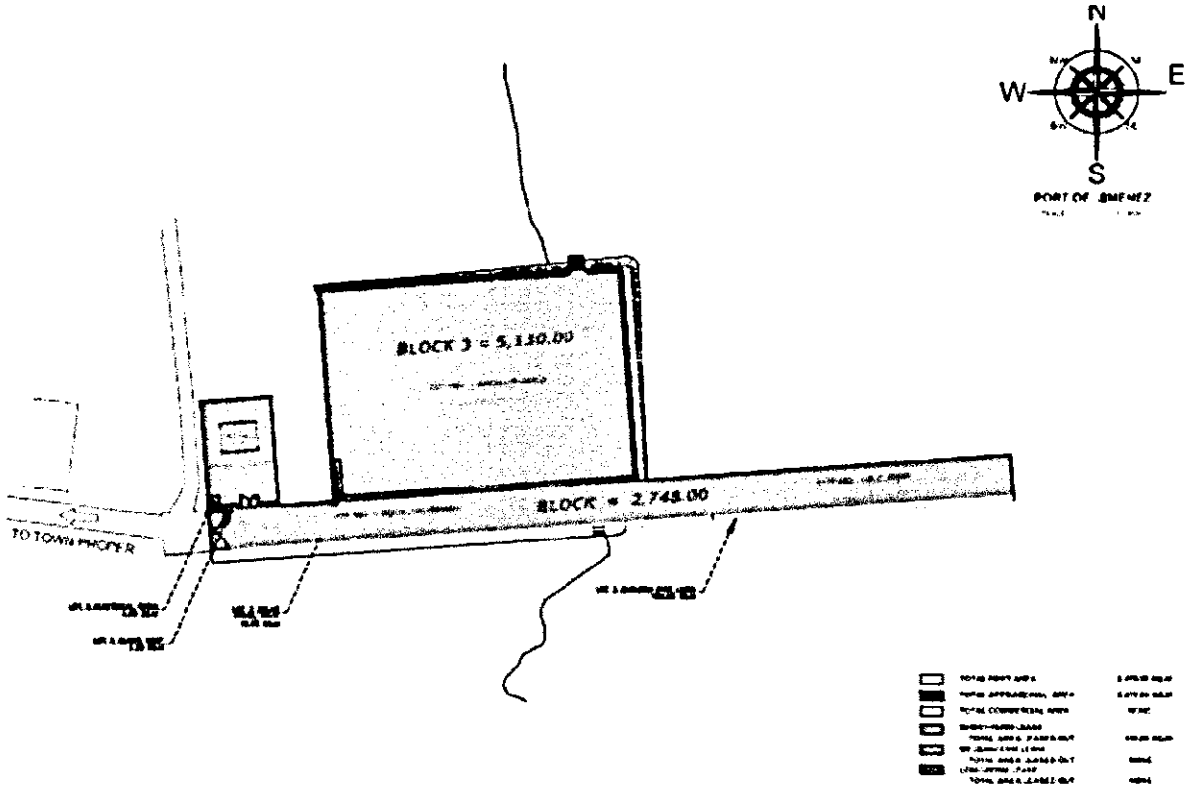


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CFAMAI FILE NO. 21-G145-114

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LOCATION :		BARANGAYS LOOC, PLARIDEL MISAMIS OCCIDENTAL	

PORT OF JIMENEZ

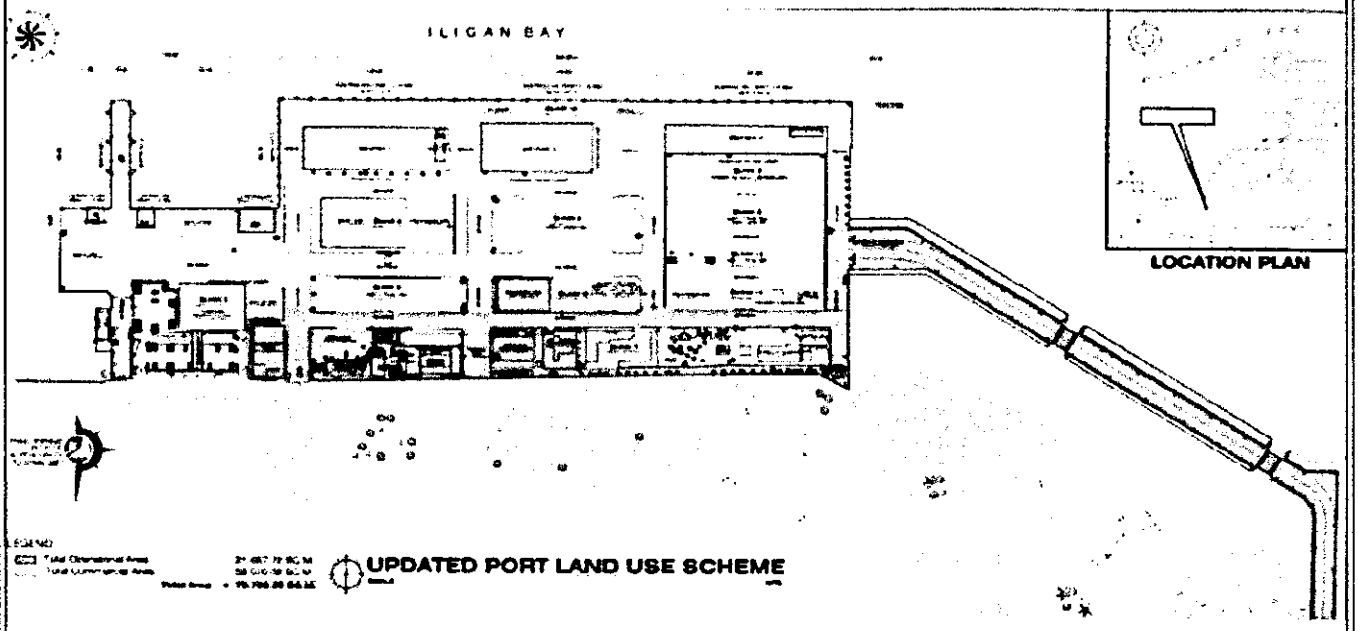


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CFAMAI FILE NO. 21-G145-114

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LOCATION :		BARANGAY TABO-O, JIMENEZ MISAMIS OCCIDENTAL	

PORT OF ILIGAN CITY - BASEPORT

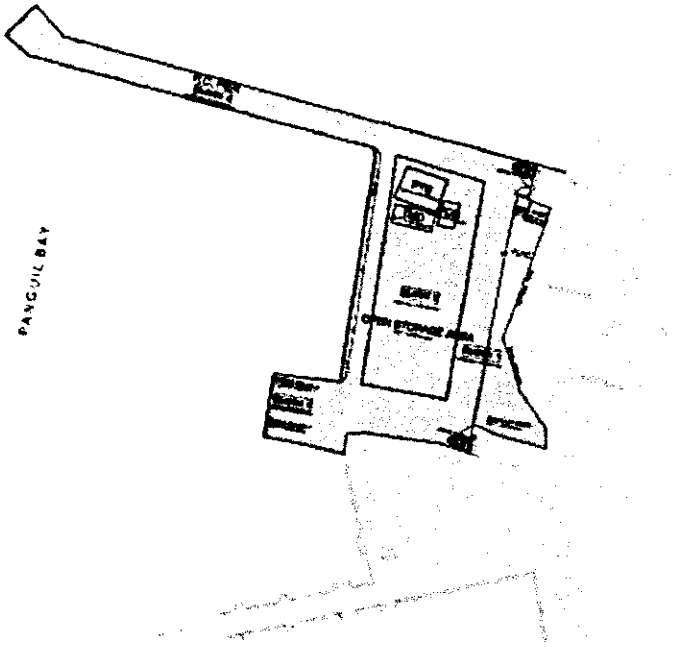


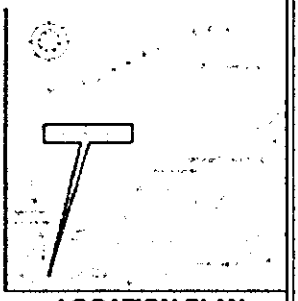
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CFAMAI FILE NO. 21-G145-110

SCALE : N.T.S.	TITLE :	PORT LAYOUT	PREPARED BY:
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LOCATION :		BARANGAYS OF SARAY AND POBLACION ILIGAN CITY, LANAO DEL NORTE	

PORT OF TUBOD





LOCATION PLAN

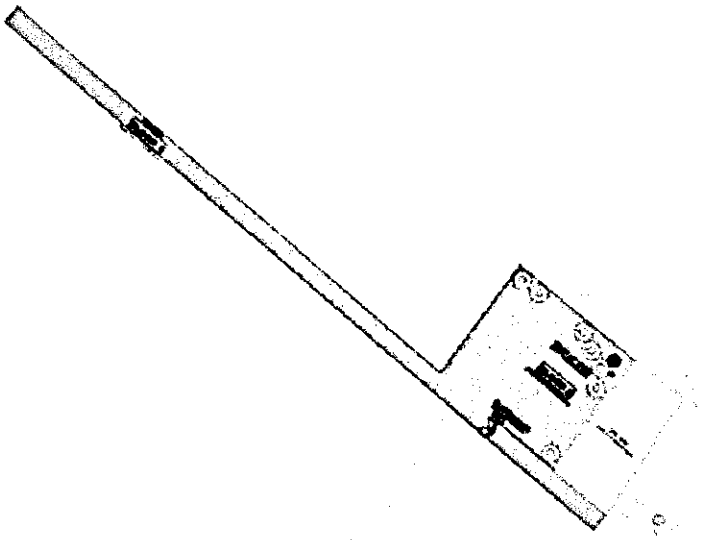
BLOCK NO	DESCRIPTION	AREA (sq.m.)
BLOCK 1	LOT 1 Back up Area	61,240.00 sq.m.
	LOT 2 Warehouse Area	6,000.00 sq.m.
	LOT 3 Open Storage Area	21,600.00 sq.m.
	Sub-total	88,840.00 sq.m.
BLOCK 2	LOT 1 Port Facility 1	180.00 sq.m.
	LOT 2 Port Facility 2	720.00 sq.m.
	Sub-total	900.00 sq.m.
BLOCK 3	LOT 1 Open Storage Area	2,700.00 sq.m.
	LOT 2 Pier	135.00 sq.m.
	LOT 3 Ramp	864.00 sq.m.
	LOT 4 Pier	127.50 sq.m.
	LOT 5 Entrance Guard House	18.75 sq.m.
	LOT 6 Exit Guard House	18.75 sq.m.
	Sub-total	3,864.00 sq.m.
BLOCK 4	Pier	1,440.00 sq.m.
	Road Network	2,304.00 sq.m.
	Total	5,184.00 sq.m.

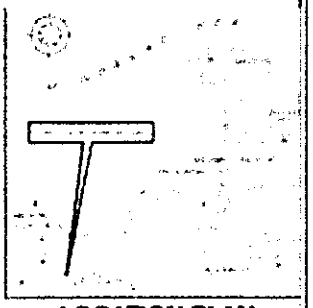
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CFAMAI FILE NO. 21-G145-110

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LOCATION :		BARANGAY POBLACION, TUBOD LANAO DEL NORTE	

PORT OF KOLAMBUGAN





LOCATION PLAN

BLOCK NO.	DESCRIPTION	AREA (sq.m.)
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

[illegible] SQ M
[illegible] SQ M
Total Area = [illegible] SQ M

NOTE:
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CFAMAI FILE NO. 21-G145-110

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LOCATION :		POBLACION, KOLAMBUGAN LANAO DEL NORTE	