BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

PROCUREMENT OF SECURITY SERVICES FOR PHILIPPINE PORTS AUTHORITY, PORT SECURITY CLUSTER – SOUTHERN MINDANAO COMPRISING PORT MANAGEMENT OFFICES (PMOs) DAVAO, SOCSARGEN, ZAMBOANGA AND ZAMBOANGA DEL NORTE, AND TERMINAL MANAGEMENT OFFICES (TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION

BID DOCS
ASD-079-2024

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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.

BACONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

INVITATION TO BID

FOR THE PROCUREMENT OF SECURITY SERVICES FOR PHILIPPINE PORTS AUTHORITY, PORT SECURITY CLUSTER – SOUTHERN MINDANAO COMPRISING PORT MANAGEMENT OFFICES (PMOs) DAVAO, SOCSARGEN, ZAMBOANGA AND ZAMBOANGA DEL NORTE 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 **P121,113,582.00** 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-Southern Mindanao Comprising Port Management Offices (PMOs) Davao, Socsargen, Zamboanga and Zamboanga del Norte and Terminal Management Offices (TMOs)/Ports Under Their Respective Jurisdiction (ASD-079-2024). The total approved budget for the three (3) years contract is P363,340,746.00 for the deployment of 442 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 **07 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 **07 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)

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-SOUTHERN MINDANAO COMPRISING, PORT MANAGEMENT OFFICES (PMOs) DAVAO, SOCSARGEN, ZAMBOANGA AND ZAMBOANGA DEL NORTE, AND TERMINAL MANAGEMENT OFFICES (TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION)** with identification number **ASD-079-2024.**

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 Twenty One Million One Hundred Thirteen Thousand Five Hundred Eighty two Pesos (P121,113,582.00)(Approved Budget for the Contract for the First (1st) year.**

The total approved budget for the contract for the three (3) years is **Three Hundred Sixty Three Million Three Hundred Forty Thousand Seven Hundred Forty Six Pesos (P 363,340,746.00)** for the deployment of **Four hundred Forty-Two (442)** 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 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. 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 Two Million Four Hundred Twenty Two Thousand Two Hundred Seventy One Pesos and 64/100 (Php2,422,271.64) 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 Six Million Fifty Five Thousand Six Hundred Seventy Nine Pesos and 10/100 (Php6,055,679.10) 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 Davao; b) PMO SOCSARGEN c) PMO Zamboanga; and d) PMO Zamboanga Del Norte. **Incidental Services –** The Supplier is required to provide all of 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 hired security 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 the 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-SOUTHERN MINDANAO COMPRISING PORT MANAGEMENT OFFICES (PMOs) DAVAO, SOCSARGEN, ZAMBOANGA, AND ZAMBOANGA DEL NORTE AND TERMINAL MANAGEMENT OFFICES (TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION)	442 Security Guards	442 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-SOUTHERN MINDANAO COMPRISING PORT MANAGEMENT OFFICES (PMOs) DAVAO, SOCSARGEN, ZAMBOANGA, AND ZAMBOANGA DEL NORTE AND TERMINAL MANAGEMENT OFFICES	

	(TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION)	
	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 - Southern 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, A-6 *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, upon submission of requirements.	
	OBLIGATIONS 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: 4.1 (1) ***Manager/Chief Security Director*** – Overall in-charge in the administrative management of posted security guards under this Port Security Cluster; 4.2 (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; 4.3 (1) ***Area Commander*** – Oversees and monitors the security operations of all PMOs/TMOs under this Port Security Cluster and; 4.4 (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.	

	4.5 (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. 5. Provide, the following additional requirements/commitment at no expense to PPA Head Office/Port Management Offices, to wit: 5.1 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. 5.2 Security Officer (Detachment Commander) and office space for every Port Management Office/Responsibility. 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.** 5.3 Designate an official driver for the issued 4-wheel service vehicle 5.4 Conduct random drug testing for all PPA Hired Security Guards in compliance with the PPA Drug-Free Workplace Policy. 5.5 Conduct security training programs for all newly hired security guards and shall undergo the following training programs within three (3) months from the deployment such as, but not limited to the following: 5.5.1 Maritime Security Awareness Training;	

	5.5.2 Basic Intelligence and Investigation with technical report writing; 5.5.3 Basic Quality Customer Relations Seminar; 5.5.4 Basic Firefighting Training; 5.5.5 Bomb Awareness and Management; and 5.5.6 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: 11.1 Increase in minimum daily wage under law or new wage order issued after the date of bidding; 11.2 Increase in taxes; and 11.3 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. 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-DAVAO	
Baseport (Davao)	68
Port of Maco	04
Port of Malalag	15
TMO-Mati	13
Port of San Isidro	03
TMO-Babak	25
Port of Tagpopongan	04
Port of Banay-banay	03
Total	**135**
PMO SOCSARGEN	
Baseport (General Santos)	68
Port of Palimbang	06
Port of Mabila	03
TMO Glan	06
TMO Sultan Kudarat	10
Total	**93**
PMO ZAMBOANGA	
Baseport (Zamboanga)	93
TMO-Isabela Basilan	24
TMO Zamboanga Sibugay	
Port of Malangas	03
Port of Ipil	05
TMO Zamboanga del Sur	
Port of Margosatubig	04
Port of Pagadian	06
Total	**135**
PMO ZAMBOANGA DEL NORTE	
Baseport (Dapitan)	68
Port of Taguilon	03
TMO-Sindangan	04
TMO-Liloy	04
Total	79
GRAND TOTAL	**442**

	QULIFICATIONS 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 – Southern 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-Davao	36	504	12	144
PMO-Socsargen	31	434	8	96
PMO-Zamboanga	34	476	12	144
PMO-Zamboanga del Norte	20	280	6	72
TOTAL	**121**	**1694**	**38**	**456**

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

PMOs	**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-Davao	1 unit	4 units	5 units
PMO-Socsargen	1 unit	1 unit	5 units
PMO-Zamboanga	1 unit	1 unit	5 units
PMO-Zamboanga del Norte	1 unit	1 unit	4 units
TOTAL	**4 units**	**7 units**	**19 units**

C. Other Security Equipment Requirements

PMOs	Reserved Battery Pack	VHF Radio with Charger	Radio Base *(with antenna)*	Radio Repeater	Cell phone (Android w/500 load/month)	Computer set with Printer
PMO-Davao	32	43	1	1	1	1
PMO-Socsargen	27	36	1	1	6	1
PMO-Zamboanga	35	47	1	1	2	1
PMO-Zamboanga del Norte	19	25	1	1	3	1
TOTAL	**113**	**151**	**4**	**4**	**12**	**4**

PMOs	Ostrich Mirror	Halogen Searchlight Light	Mega phone	Raincoat and Boots	Emergency Light	Metal Detector
PMO-Davao	13	32	15	68	32	15
PMO-Socsargen	8	8	6	47	8	6

PMO-Zamboanga	9	10	4	68	10	10
PMO-Zamboanga del Norte	5	6	4	36	6	6
TOTAL	**35**	**56**	**29**	**219**	**56**	**37**

d. Security Guard Paraphernalia

Paraphernalia	PMO Davao	PMO Socsargen	PMO Zamboanga	PMO Zamboanga del Norte	**TOTAL**
Headgear	135	93	135	79	**442**
Whistle with lanyard	135	93	135	79	**442**
Night Stick/Baton	135	93	135	79	**442**
LED Flashlight	135	93	135	79	**442**
Tear gas canister	135	93	135	79	**442**
First aid kit	135	93	135	79	**442**
Service Shoes (Black)	135	93	135	79	**442**
Traffic Vest	135	93	135	79	**442**
Handcuff	135	93	135	79	**442**

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

T E R M S O F R E F E R E N C E

PROCUREMENT OF SECURITY SERVICES FOR PHILIPPINE PORTS AUTHORITY, PORT SECURITY CLUSTER-SOUTHERN MINDANAO COMPRISING, PORT MANAGEMENT OFFICES (PMOs) DAVAO, SOCSARGEN, ZAMBOANGA, AND ZAMBOANGA DEL NORTE, 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–Southern Mindanao

1.2. Approved Budget for the Contract

The **Approved Budget for the Contract (ABC)** for the first year is **One Hundred Twenty-one Million One Hundred Thirteen Thousand Five Hundred Eighty-two Pesos only (P 121,113,582.00).**

The total approved budget for the contract for the three (3) years is Three Hundred Sixty-three Million Three Hundred Forty Thousand Seven Hundred Forty-six Pesos only (P 363, 340, 746.00) for the deployment of **four hundred forty-two (442)** 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 – Southern 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 *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 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, upon submission of requirements; 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-Southern 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 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 **4.14.5** 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 ensure 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 an official driver for the issued 4-wheel service vehicle.

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

4.15.5 Conduct security training programs for all newly hired security guards and shall undergo the following training programs within three (3) months from the deployment 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.

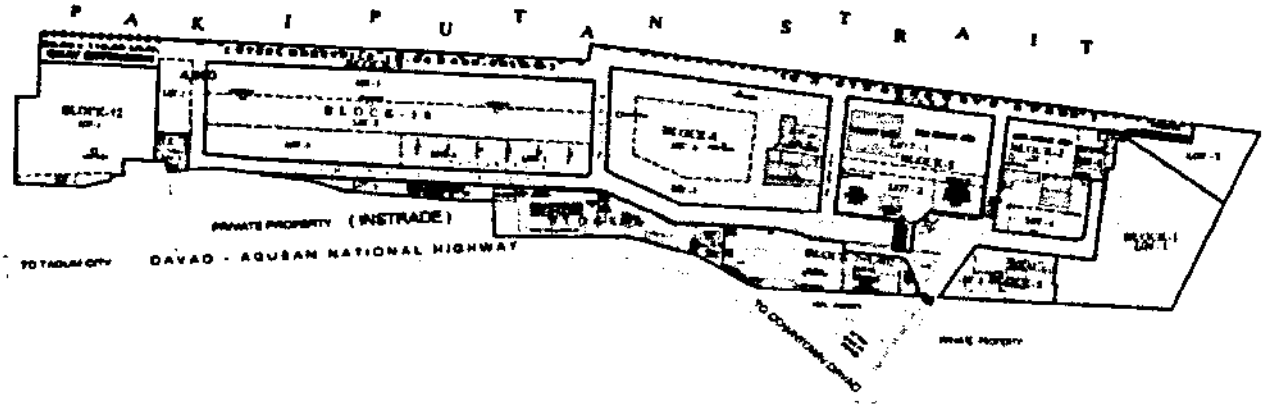
6. DURATION OF CONTRACT

The Contract for Port Security Services in Port Security Cluster - Southern 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 - Southern Mindanao

SASA PORT - BASEPORT

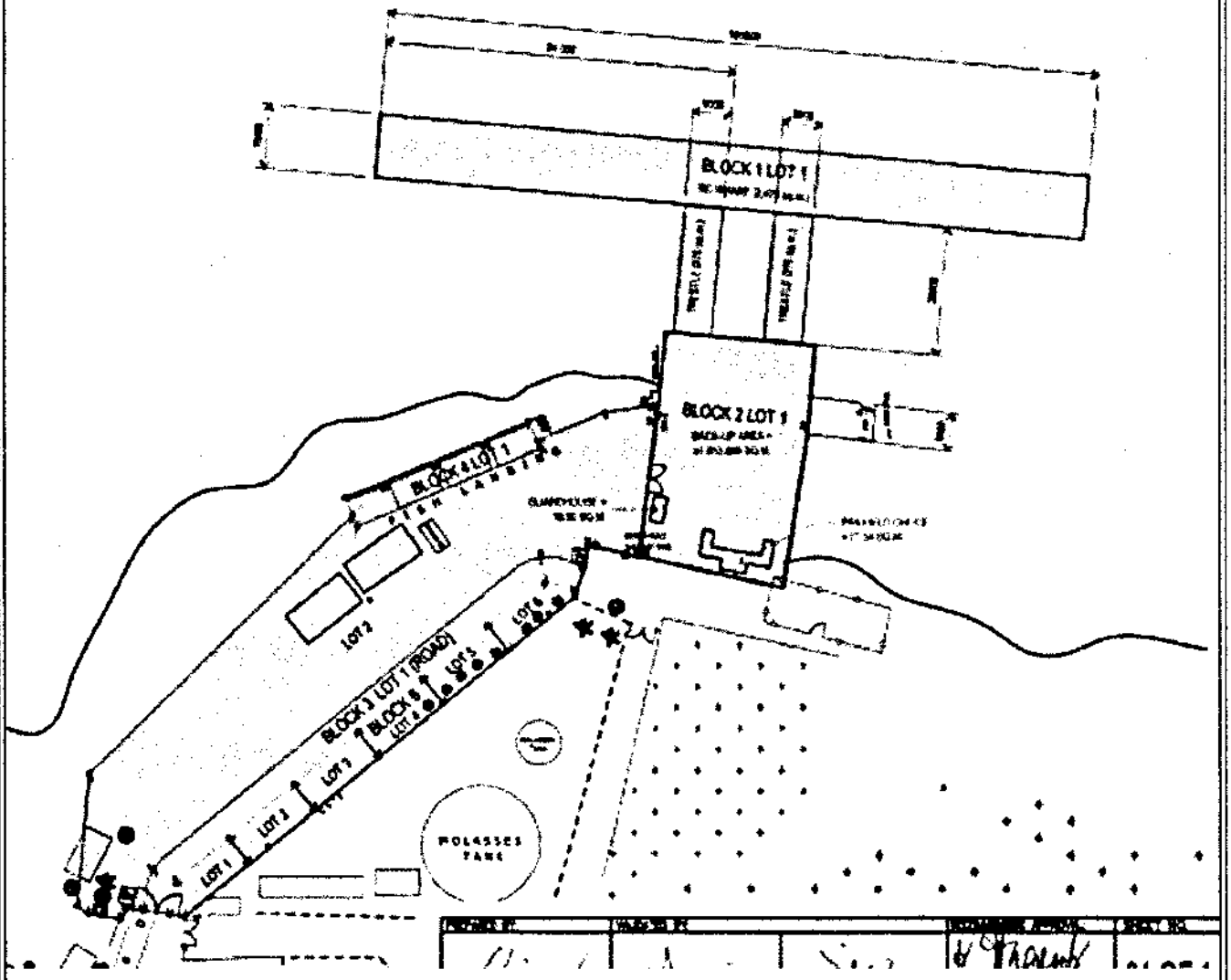


NOTE:
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CFAMAI FILE NO. 21-G145-108

SCALE : N.T.S.	TITLE :	PORT LAYOUT	PREPARED BY:
PREPARED FOR :		PHILIPPINE PORTS AUTHORITY	
LOCATION :		BARANGAY SASA, BUHANGIN DISTRICT DAVAO CITY	CAL-FIL APPRAISAL AND MANAGEMENT, INC. UNIT 1001 Building 2B, Palmdale Heights, 8505 Sandoval Avenue Pinagbuhatan, Pasig City 1602 Telephone No. (63+2) 8571-1039; Mobile Nos. (0917) 8021028, (0917) 855-2805 E-mail Address: calfilappraisal@yahoo.com

MALALAG PORT

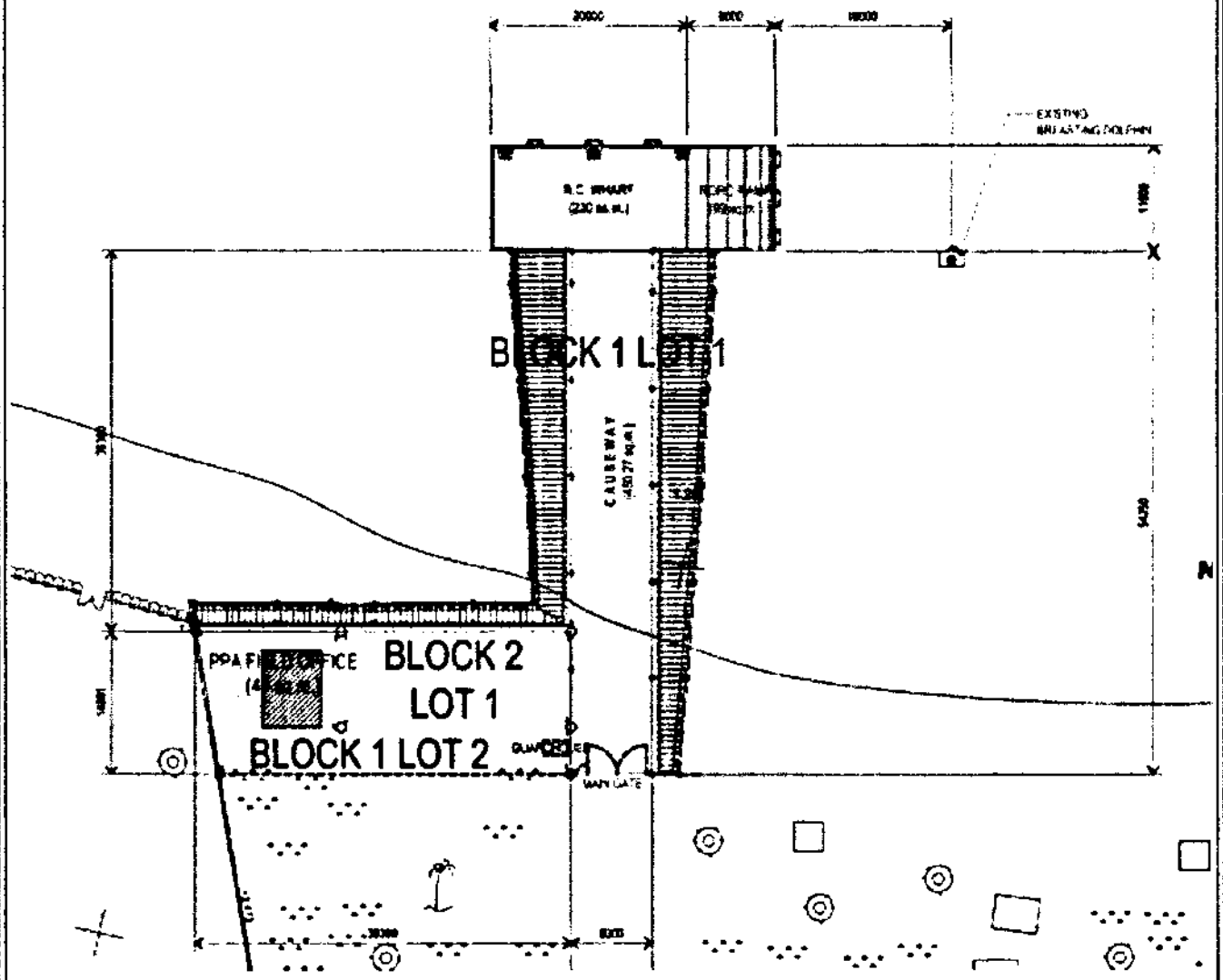


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CFAMAI FILE NO. 21-G145-108

SCALE : N.T.S.	TITLE :	PORT LAYOUT	PREPARED BY:
PREPARED FOR :		PHILIPPINE PORTS AUTHORITY	CAL-FIL APPRAISAL AND MANAGEMENT, INC.
LOCATION :		BARANGAY BAYBAY, MALALAG, DAVAO DEL SUR	UNIT 1001 Building 2B, Palmdale 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

TAGPOPONGAN PORT

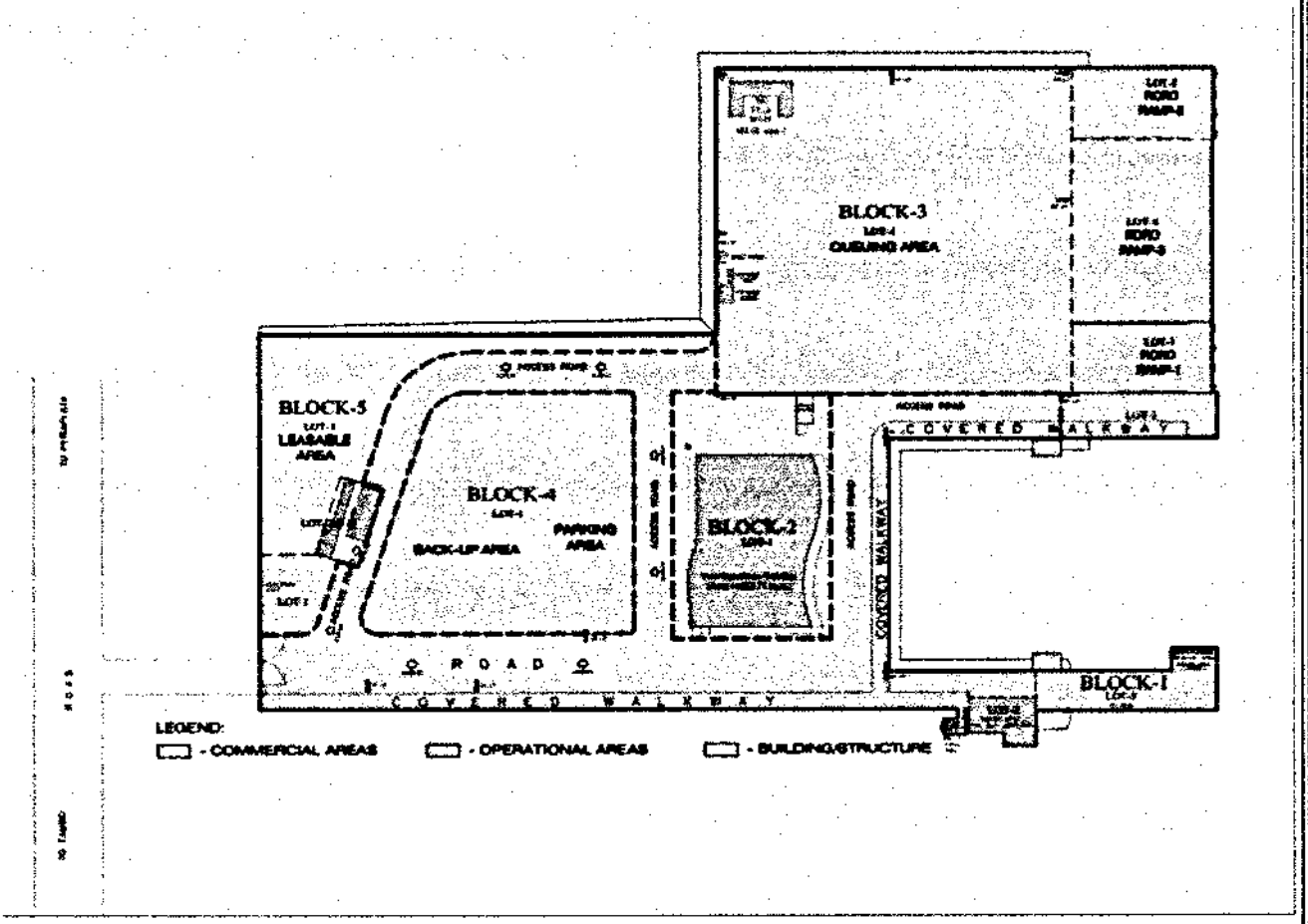


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LOCATION :		BARANGAY TAGPOPONGAN, SAMAL CITY DAVAO DEL NORTE	

BABAK PORT

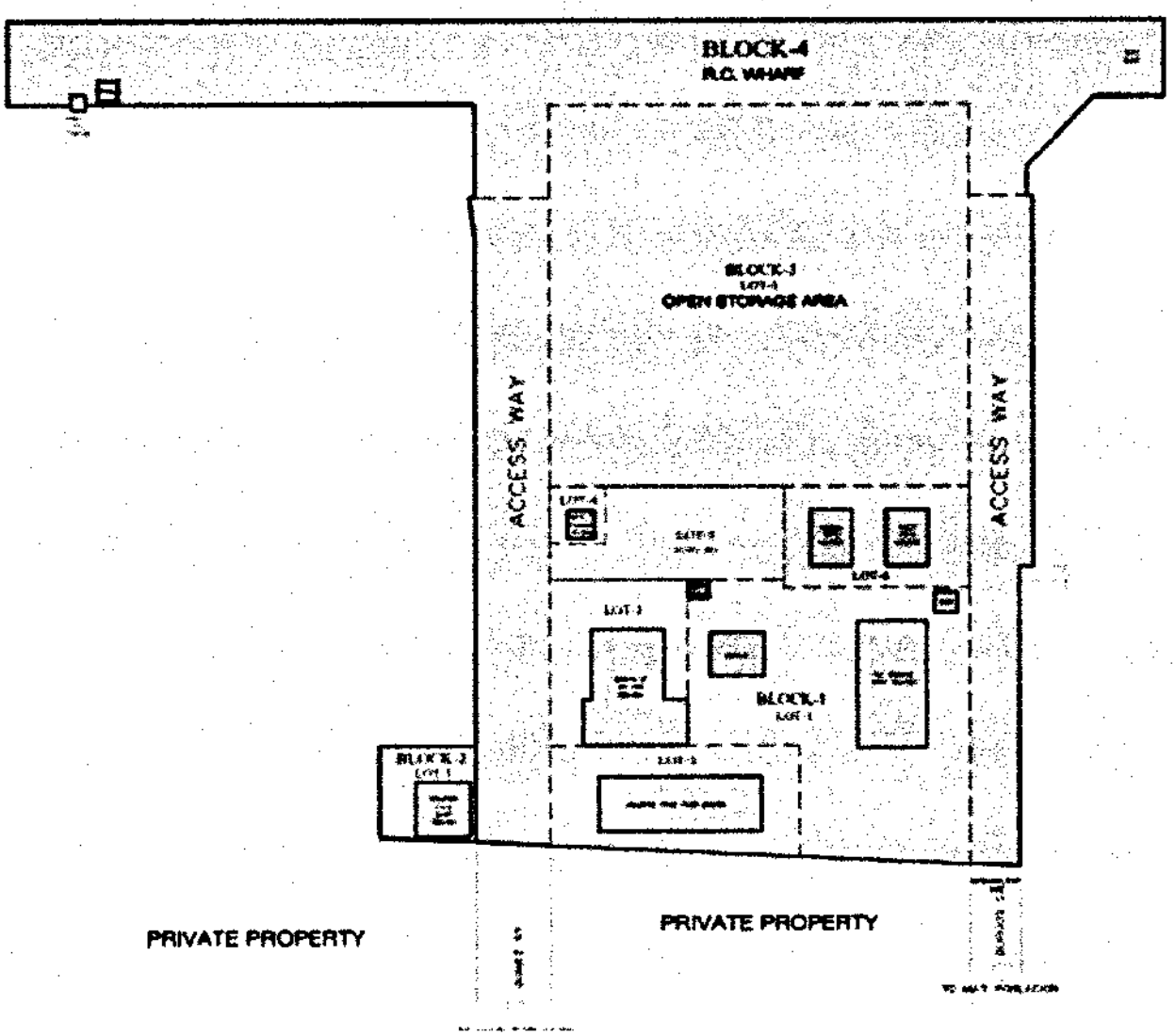


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CFAMAI FILE NO. 21-G145-108

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PREPARED FOR :		PHILIPPINE PORTS AUTHORITY	CAL-FIL APPRAISAL AND MANAGEMENT, INC. UNIT 1001 Building 2B, Palmdale Heights, 8505 Sandoval Avenue Pinagbuhatan, Pasig City 1602 Telephone No. (63+2) 857-1-1039; Mobile Nos. (0917) 8021026, (0917) 655-2805 E-mail Address: calfilappraisal@yahoo.com
LOCATION :		BARANGAY MIRANDA-POBLACION (VILLARICA) SAMAL CITY, DAVAO DEL NORTE	

MATI PORT

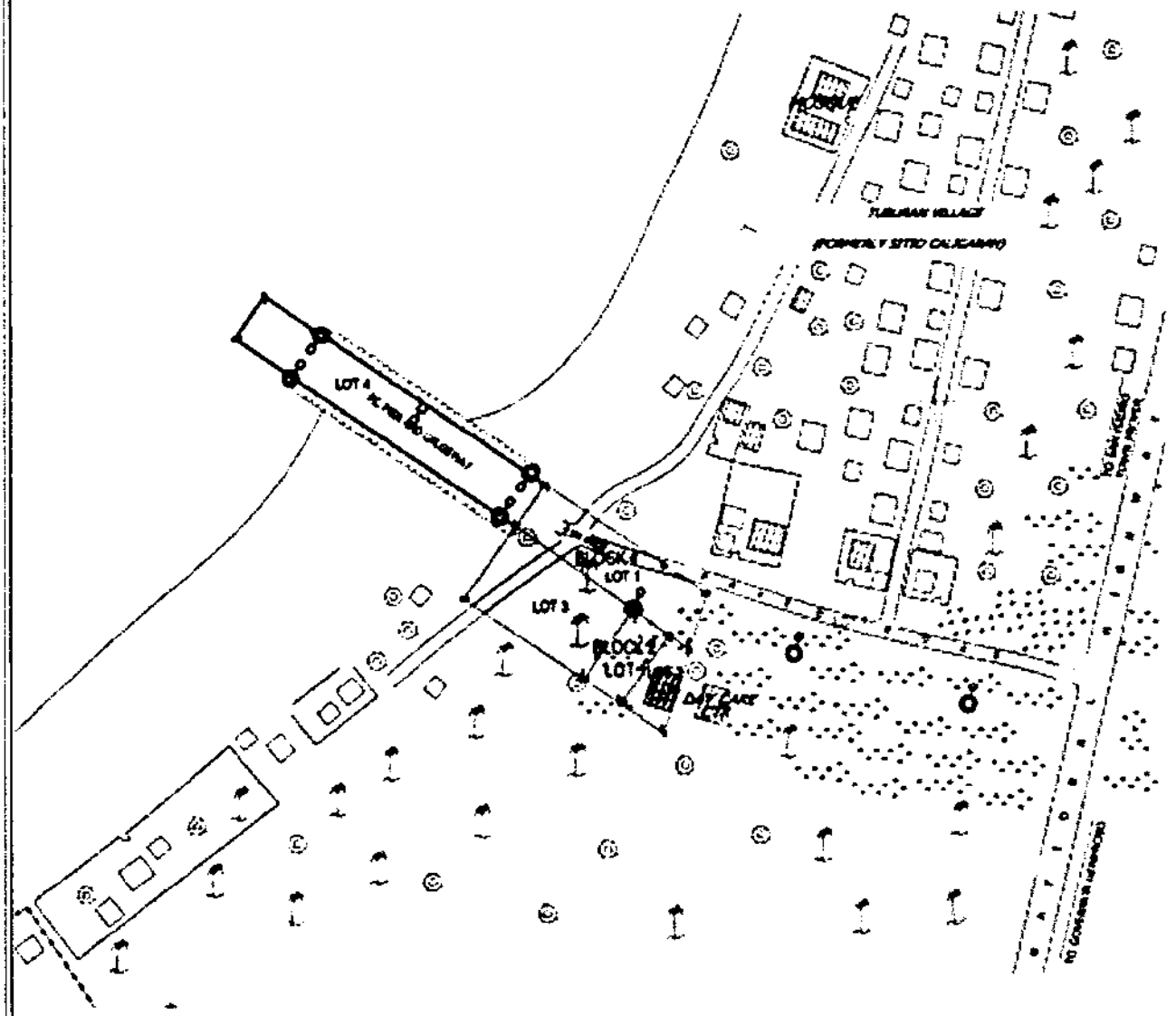


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LOCATION :		BARANGAY CENTRAL, MATI CITY DAVAO ORIENTAL	

SAN ISIDRO PORT

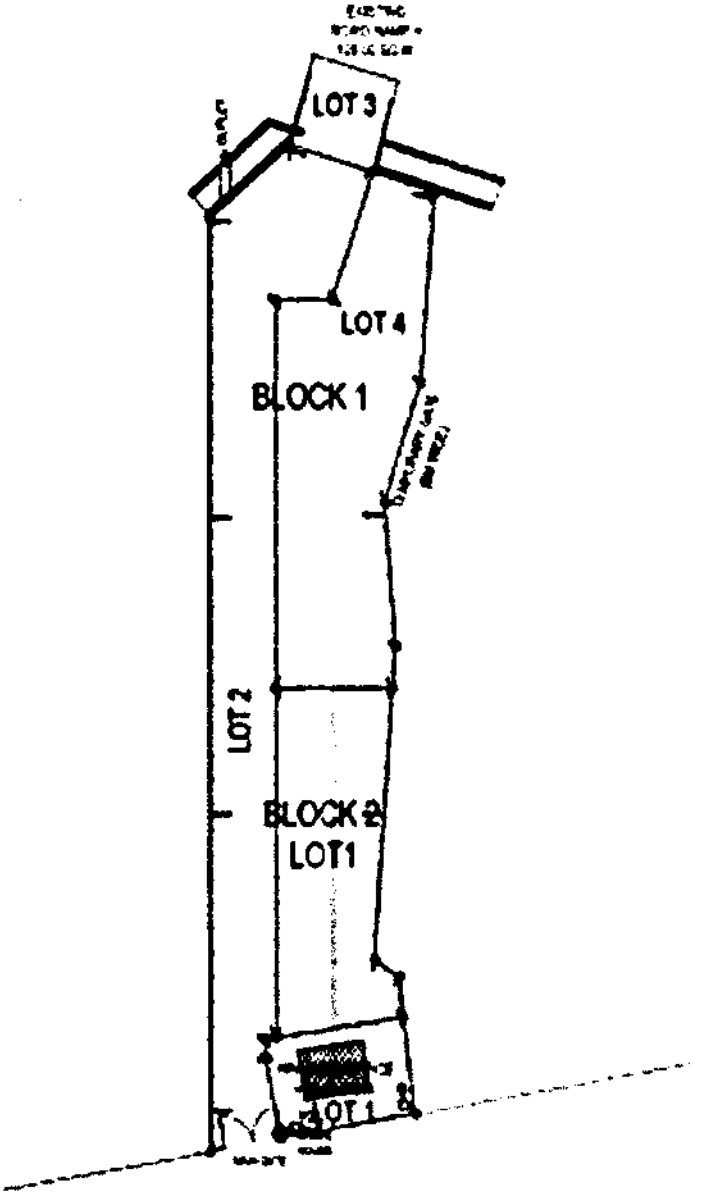


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PREPARED FOR :		PHILIPPINE PORTS AUTHORITY	CAL-FIL APPRAISAL AND MANAGEMENT, INC. UNIT 1001 Building 2B, Palmdale Heights, 8505 Sandoval Avenue Pinagbuhatan, Pasig City 1602 Telephone No. (63+2) 8571-1539 Mobile Nos. (0917) 8021028, (0917) 655-2805 E-mail Address: calfilappraisal@yahoo.com
LOCATION :		BARANGAY BAON, SAN ISIDRO DAVAO ORIENTAL	

BANAYBANAY PORT

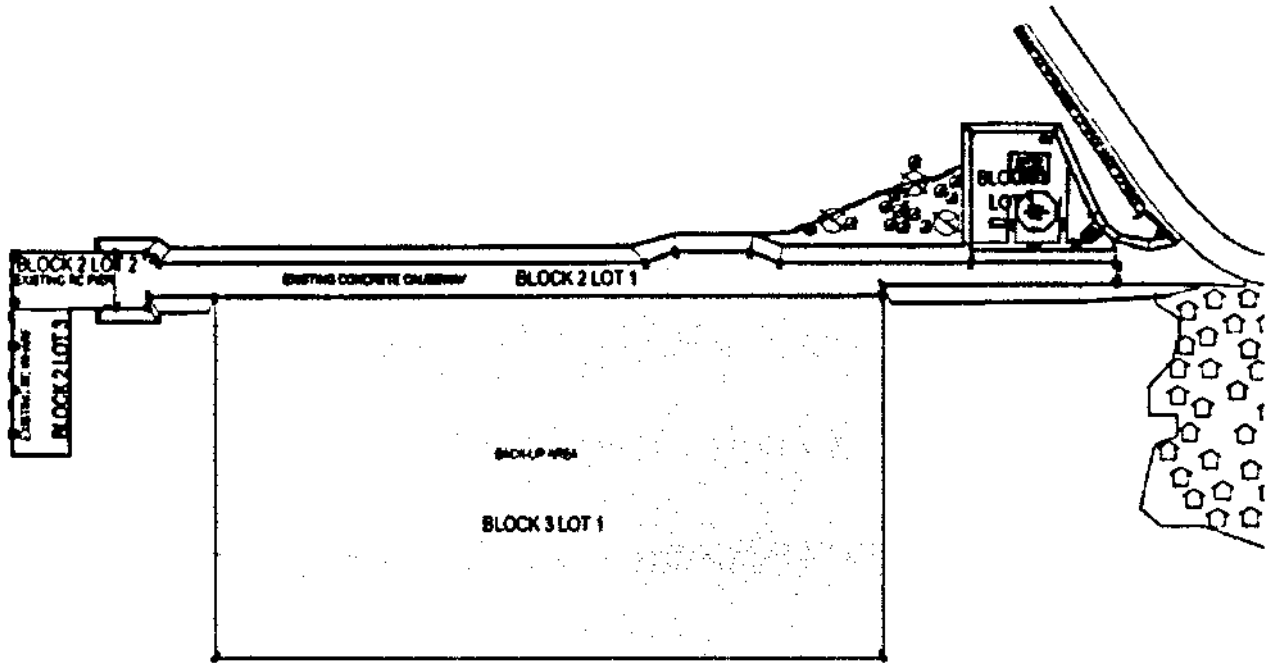


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LOCATION :		BARANGAY PUNTA LINAO, BANAYBANAY DAVAO ORIENTAL	

MACO PORT



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LOCATION :		BARANGAY SAN ROQUE, MACO DAVAO DE ORO	

Royal Asia Appraisal Corporation

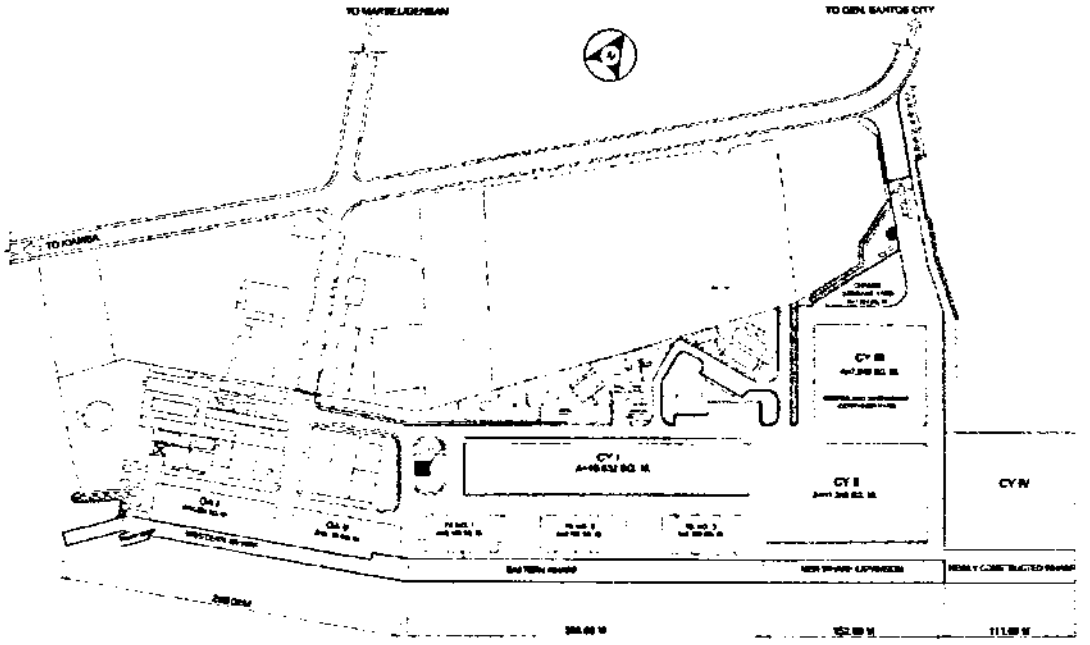
3rd Floor 1517 Quezon Ave., West Triangle, Quezon City
Trunk Lines: 374-4311 to 15 Fax No. : (632) 371-9960
E-mail: raac@royalasiaappraisal.com.ph
SEC Accreditation No. 019 (Valid Until 03/20/2022)

RAAC File No.: **16-C10233-003X** SCALE: NTS

CLIENT: PHILIPPINE PORTS AUTHORITY

PORT OF GENSAN, GENERAL SANTOS CITY

PORT PLAN



LOCATION PLAN

NOTE:
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WIL

Royal Asia Appraisal Corporation

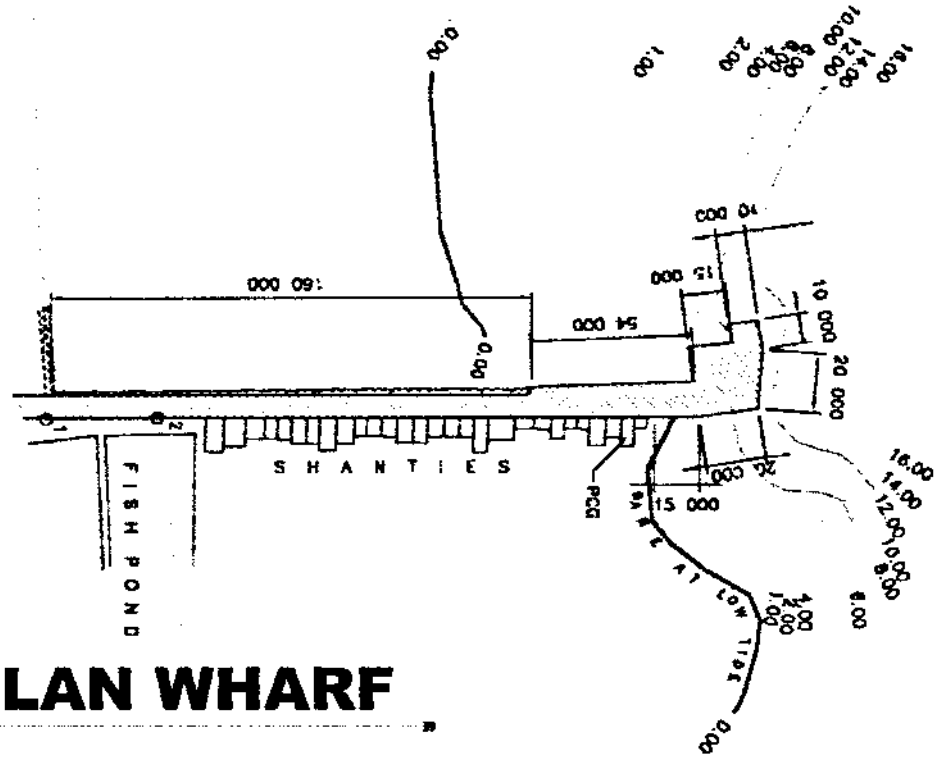
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RAAC File No.: **16-C10233-003X** SCALE: NTS

CLIENT: PHILIPPINE PORTS AUTHORITY

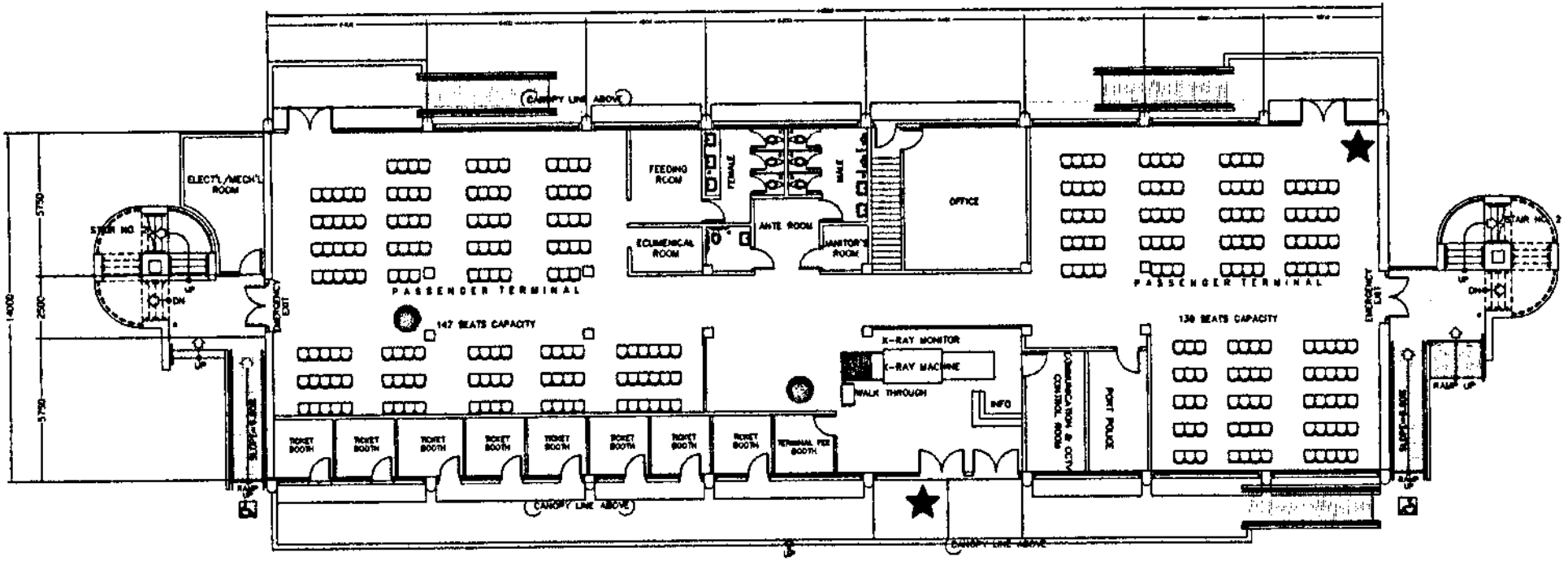
PORT OF GLAN, GENERAL SANTOS CITY

PORT PLAN



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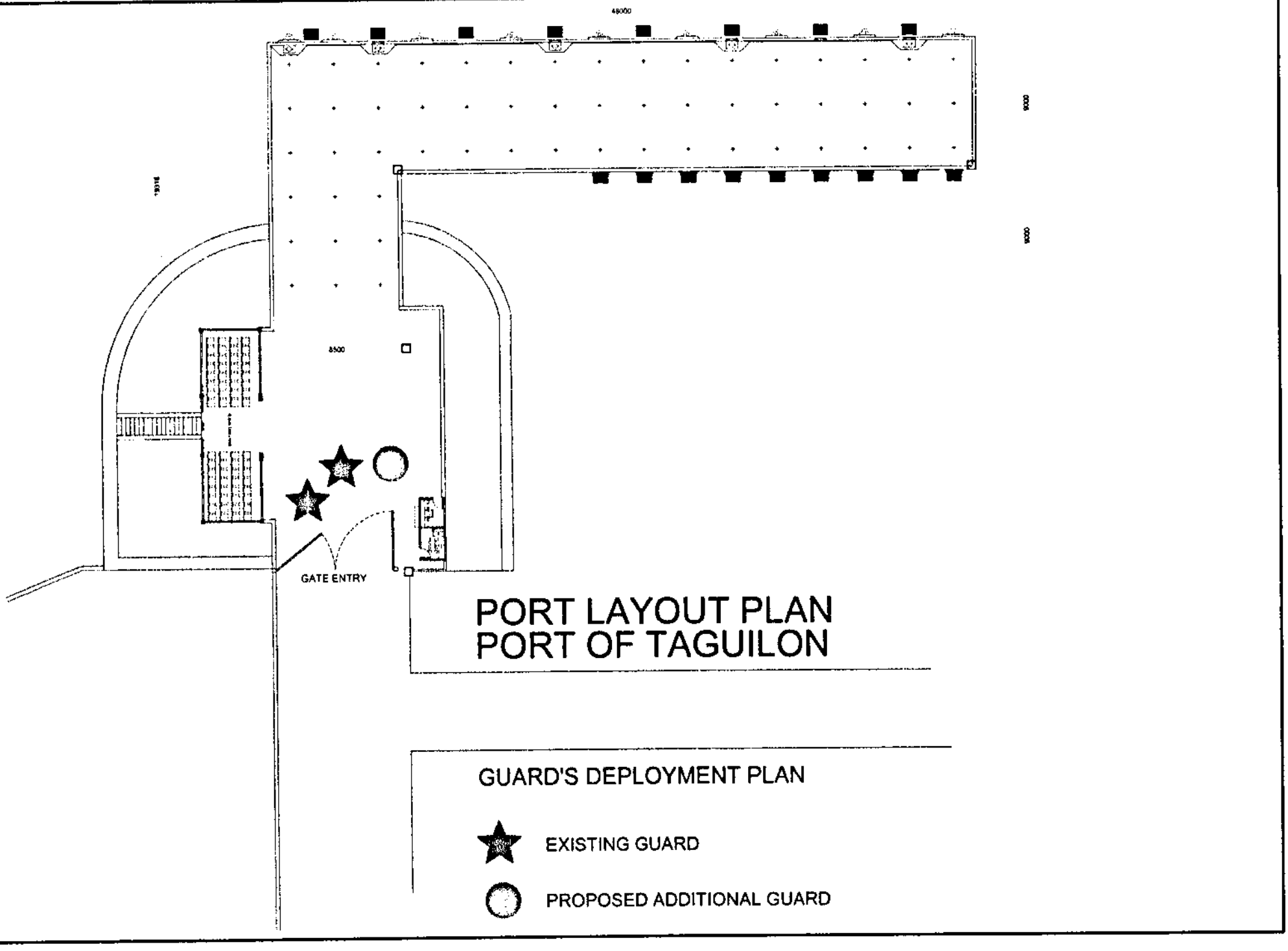


PASSENGER TERMINAL BUILDING
BASEPORT DAPITAN

GUARD'S DEPLOYMENT PLAN

★ EXISTING GUARD

● PROPOSED ADDITIONAL GUARD

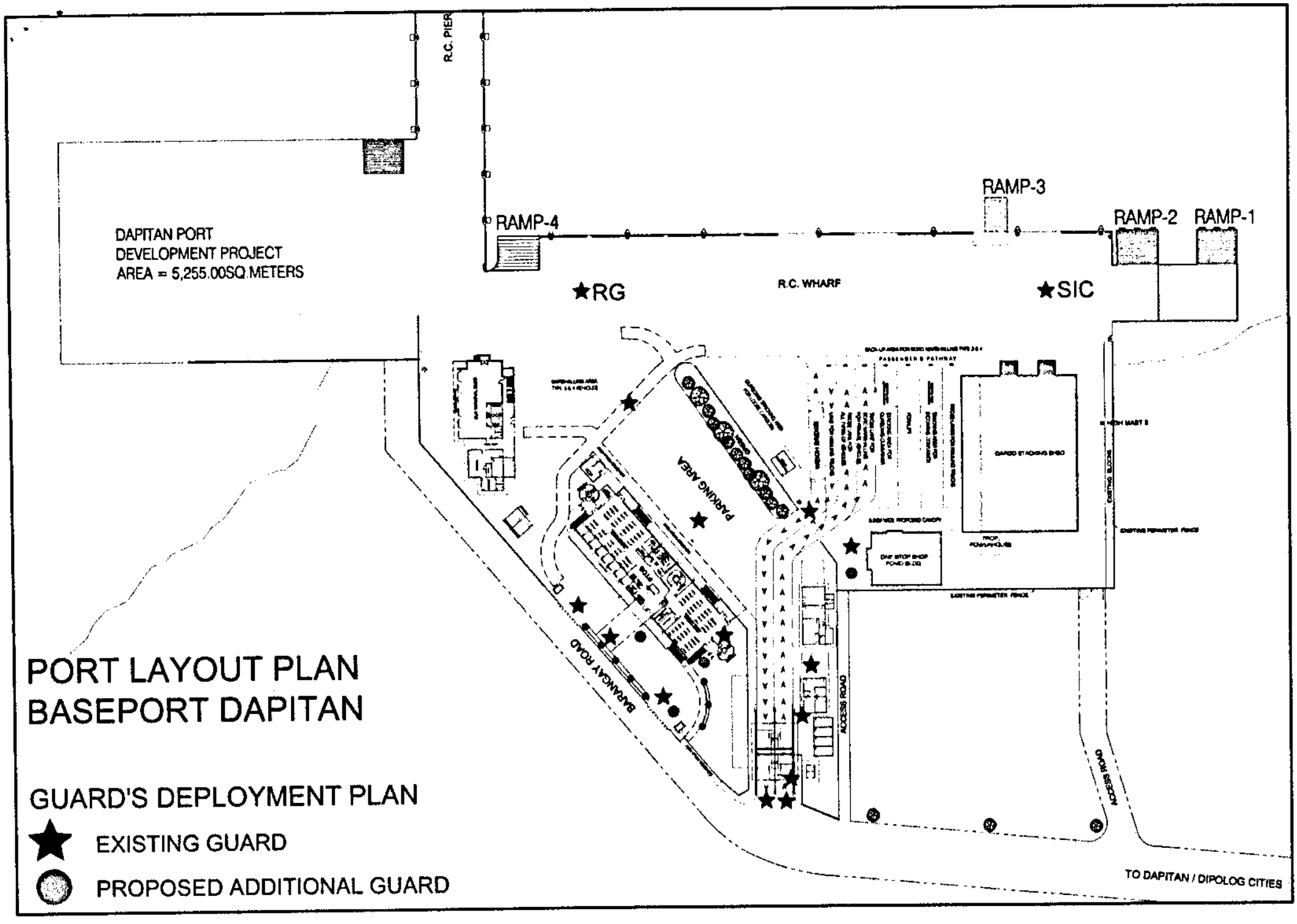


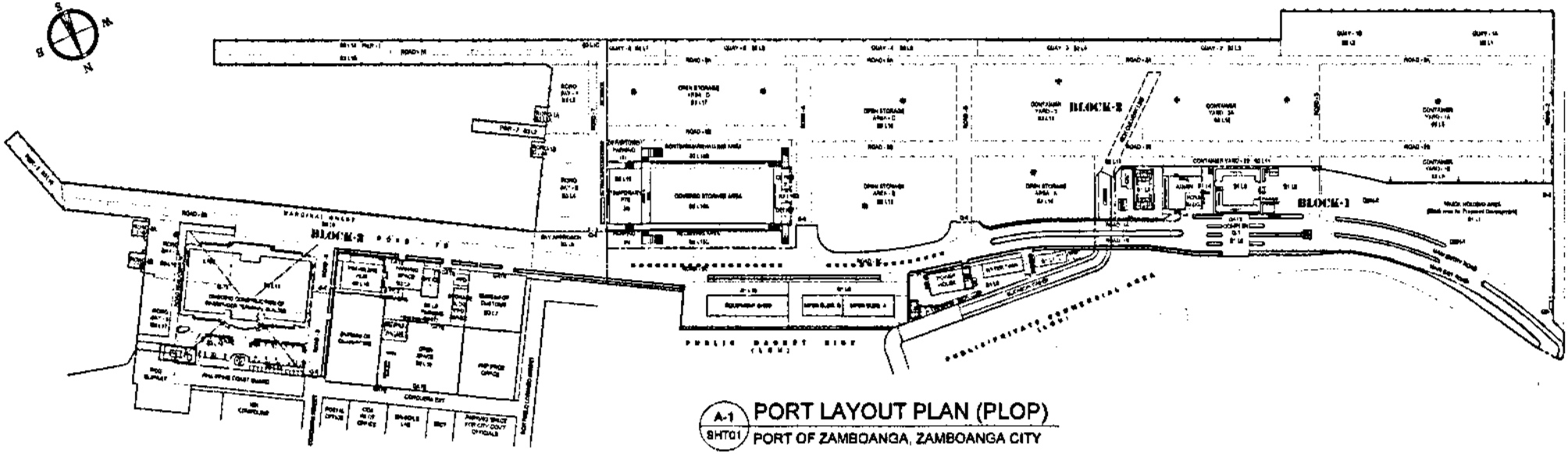
PORT LAYOUT PLAN
PORT OF TAGUILON

GUARD'S DEPLOYMENT PLAN

EXISTING GUARD

PROPOSED ADDITIONAL GUARD


R.C. PIER
DAPITAN PORT
DEVELOPMENT PROJECT
AREA = 5,255.00SQ.METERS
RAMP-4
RAMP-3
RAMP-2
RAMP-1
★RG
R.C. WHARF
★SIC
PARKING AREA
BARANGAY ROAD
ACCESS ROAD
ACCESS ROAD
TO DAPITAN / DIPOLOG CITIES
PORT LAYOUT PLAN
BASEPORT DAPITAN
GUARD'S DEPLOYMENT PLAN
EXISTING GUARD
PROPOSED ADDITIONAL GUARD



A-1 / SHT01 **PORT LAYOUT PLAN (PLOP)**

PORT OF ZAMBOANGA, ZAMBOANGA CITY

PHILIPPINE PORTS AUTHORITY
PMO-ZAMBOANGA
ENGINEERING SERVICES DIVISION

SHEET 1 OF 1

ANNEX "B"

DISTRIBUTION OF SECURITY GUARDS

Eight (8) hours of duty Daily including Sundays or rest days, Special Days, and Holidays

LOCATION	GUARDS
PMO-DAVAO	
Baseport (Davao)	68
Port of Maco	04
Port of Malalag	15
TMO-Mati	13
Port of San Isidro	03
TMO-Babak	25
Port of Tagpopongan	04
Port of Banay-banay	03
Total	**135**
PMO SOCSARGEN	
Baseport (General Santos)	68
Port of Palimbang	06
Port of Mabila	03
TMO Glan	06
TMO Sultan Kudarat	10
Total	**93**
PMO ZAMBOANGA	
Baseport (Zamboanga)	93
TMO-Isabela Basilan	24
TMO Zamboanga Sibugay	
Port of Malangas	03
Port of Ipil	05
TMO Zamboanga del Sur	
Port of Margosatubig	04
Port of Pagadian	06
Total	**135**
PMO ZAMBOANGA DEL NORTE	
Baseport (Dapitan)	68
Port of Taguilon	03
TMO-Sindangan	04
TMO-Liloy	04
Total	**79**
GRAND TOTAL	**442**

Name of Agency: _____

Signature

_____ _____

Name of Authorized Representative Date

ANNEX "C"

LETTERHEAD OF COMPANY/CLIENT

CERTIFICATE OF SATISFACTORY PERFORMANCE

This is to certify that _____,
(Name of External Security Agency Provider)
with a business address at _____,
(Address of External Security Agency Provider)
is the current security services provider of _____
(Company/Client)
contract period from _____ up/to _____.
(Date: dd/mm/yr) *(Date: dd/mm/yr)*

This further certifies that we find their services to be **Very Satisfactory** or **Satisfactory** accepted by the _____ Administration.
(Company/Client)

This certification is issued upon the request of _____
(Name of Authorized Signatory)
_____ for any official and legal purpose, it may serve.
(Position and Name of Agency)

Certification was issued on the _____ day of _____ 2024, in _____ Philippines.

Signature:
Name of Client Administrator:
Position:
Company Address:
Telephone No.:
Email Address:

ANNEX C1

CERTIFICATE OF SITE INSPECTION

This is to certify that _____, _____ has
(Name of Inspector) *(name of prospective bidder)*
conducted an ocular site inspection of the offices and premises of _____ on _____ in connection with the
(PMO/TMO) *(Date Inspection)*
preparation of required documents for bidding security services at Philippine Ports Authority, Port Security Cluster – Southern Mindanao

Signed this ____ day of _____ 2024 at _____

_____
Printed Name & Signature of
Authorized Signatory

_____
Contact No.

_____
Position

_____
Date

Notes:

Attached is the list of Authorized Signatories for the above Certification.

In the absence of regular PPA personnel in the port to be inspected, the Terminal Manager of the TMO which supervises the unmanned port shall sign the Certificate of Site Inspection provided that the inspector of the prospective bidder shall provide evidence that site inspection was conducted through pictures of the port, and logging in to the security guard on Duty Log Book.

LIST OF AUTHORIZED SIGNATORIES

RESPONSIBILITY CENTER	SIGNATORY
A.) **PMO DAVAO**	Manager Port Police Department / Officer-In-Charge
Port of Maco	
Port of Malalag	
TMO Mati	Terminal Manager/ Officer-In-Charge/Officer on duty
Port of San Isidro	
TMO Babak	
Port of Tagpopongan	
Port of Banay-banay	
B.) **PMO SOCSARGEN**	Manager Port Police Division / Officer-In-Charge
Baseport (General Santos)	
Port of Panlimbang	
Port of Mabila	
TMO Glan	Terminal Manager / Officer-in-Charge/Officer on duty
TMO Sultan Kudarat	
C.) **PMO ZAMBOANGA**	Manger Port Police Division / Officer-In-Charge/Officer on duty
Baseport (Zamboanga)	
TMO Isabela (Basilan)	Terminal Manager Officer-In-Charge/Officer on duty
TMO Zamboanga Sibugay	
Port of Malangas	
Port of Ipil	
TMO Zamboanga del Sur	
Port of Margosatubig	
Port of Pagadian	
D.) **PMO ZAMBOANGA DEL NORTE**	Manager Port Police Division / Officer-In-Charge
Baseport (Dapitan)	
Port of Taguilon	
TMO – Sindangan	Terminal Manager/ Officer-In-Charge/Officer on duty
TMO – Liloy	

ANNEX "D"

QUALIFICATIONS STANDARD OF SECURITY GUARDS

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.

_____
Signature

_____
Name of Authorized Representative

Date: _____

Philippine Ports Authority
PORT POLICE DIVISION

ANNEX "E"

PMO ADDRESS _____
Contact No.: _____

PPA-HIRED SECURITY AGENCY/GUARDS PERFORMANCE RATING

AGENCY : _____
PMO/RC : _____ **DATE OF INSPECTION :** _____

FACTORS	Max. PTS.	STANDARDS	PTS. PER STANDARD		PTS. EARNED
1. QUALITY OF SERVICE DELIVERED (27 points)					
1.1 Response to operational and administrative problems of posted security guards	5	a) Within 24 hours after notice	5	[ ]	
		b) Within 25-48 hours after notice	4	[ ]	
		c) Within 49-72 hours after notice	3	[ ]	
		d) Within 73-96 hours after notice	2	[ ]	
		e) Within 97-hours and above after notice	0	[ ]	
1.2 Operational supervision over posted security guards	5	a) Security guards perform very effectively without being closely monitored; performance of 76-100% of total number of SGs are above par; inherent duties and functions are 100% properly implemented	5	[ ]	
		b) SGs perform effectively without being closely monitored; performance of 51-75% of total No. of SGs are above par; inferent duties and function are 75% properly implemented	3	[ ]	
		c) SGs perform less effevtively; 50% of total number of SGs perform below par	0	[ ]	
1.3 Proper wearing of prescribed uniform	8	a) Proper and prescribe b) Unauthorized uniform, any part of the uniform or accoutrement	8	[ ]	

FACTORS	Max. PTS.	STANDARDS	PTS. PER STANDARD		PTS. EARNED
Note : One (1) point demerit shall be made for any of the following violation on wearing of unifrom:					
		1) Dirty uniform (shirt or pants) 2) Unshined/Unpolished shoes, buckle, badge and/or other paraphernalia 3) Sporting long hair 4) Sporting moustache and/or beard 5) Incomplete uniform (no namepatch/ nameplate, no headgear, no sock, no agency patch, etc.) 6) Unauthorized shoes, sock, pistol belt, headgear, etc.			

Computation of Rating:

Score = Maximum point multiplied by total number of security guards inspected minus total demerits divided by total number of guards deployed in the PMO / RC.

Example: Out of thirty (30) SGs in PMO-X, twenty (20) security guards were inspected. After inspection, a total 50-point demerits were imposed upon the SGs inspected.

Given:

Maximum Point = 8 points

Total No. of SG Inspected = 20 SGs

Total No. of SGs in PMO _____ = 30 SGs

Total Point Demerits = 50 points

Solution:

$$\text{Rating} = \frac{(8 \times 20) - 50}{30} \quad \frac{110}{30} = 4 \text{ points}$$

1.4 Punctuality	4	a) 100% of security guards are punctual	4	[ ]	
		b) SGs committed a total of 5-10 tardiness during the month	2	[ ]	
		c) SGs committed more than 10 tardiness during the month	0	[ ]	
NOTE: One (1) point demerit shall be deducted for every unjustifiable tardiness committed by any of the security guards during the rating period. The same formula above shall be applied in computing the rating for this factor.					
1.5 Knowledge of Work	5	a) Competent	5	[ ]	
		b) Incompetent	0	[ ]	

FACTORS	Max. PTS.	STANDARDS	PTS. PER STANDARD		PTS. EARNED
2. TIME MANAGEMENT (8 points)					
2.1 Attendance to scheduled inspection, formation and/ or briefing	4	a) 100% of security guards are present during the inspections formations and/or briefings	4	[ ]	
		b) 1-3 SGs failed to attend the inspection, formation, and/or breifing	3	[ ]	
		c) 4-5 SGs failed to attend the inspection, formation, and/or briefing	2	[ ]	
		d) More than 6 SGs failed to attend the inspection,formulation and/or breifing	0	[ ]	
2.2 Attendance Security Guard	4	a) Security guards attained 100% attendance during the month	4	[ ]	
		b) SGs committed a total 1-5 unjustified absences during the month	3	[ ]	
		c) SGs committed a total 6-10 unjustified absences during the month	2	[ ]	
		d) SGs committed total 11-15 unjustified absences during the month	1	[ ]	
		e) SGs committed 16 or more unjustified absences during the month	0	[ ]	
NOTE: One (1) point demerit shall be deducted for every unauthorized/unjustifible absence of any of the security guards during the rating period. The same formula above shall be applied computing the rating of this factor:					
3. MANAGEMENT AND SUITABILITY OF PERSONNEL (12 points)					
3.1 PNP-SOSIA License (Agency)	3	a) Valid	3	[ ]	
		b) Invalid / Expired	0	[ ]	
3.2 PNP-SOSIA License (Security Guards)	3	a) All security guards have valid license	3	[ ]	
		b) Some or all security guards have invalid/expired/delinquent license	0	[ ]	

FACTORS	Max. PTS.	STANDARDS	PTS. PER STANDARD		PTS. EARNED
3.3 Firearms License	3	a) All firearms are covered with valid license	3	[ ]	
		b) All or some firearms have expired/invalid/delinquent license or unlicensed	0	[ ]	
3.4 Communications permit	3	a) All units are covered with valid permits	3	[ ]	
		b) All or some units are covered with invalid/expired/delinquent permit or have no permit	0	[ ]	
4. CONTRACT ADMINISTRATION MANAGEMENT (53 points)					
4.1 Payment of salaries and wages in accordance with law	5	a) 100% compliance	5	[ ]	
		b) Below 100% Compliance	0	[ ]	
4.2 Promptness in payment of salaries to security guards	5	a) Always on time	5	[ ]	
		b) One week delayed	4	[ ]	
		c) Two weeks delayed	3	[ ]	
		d) Three weeks delayed	2	[ ]	
		e) Four weeks & above delayed	0	[ ]	
4.3 Other benefit / assistance extended to security guards pursuant to law, rules, or agreement (e.g. SSS, Pag-ibig, PhilHealth)	8	a) Insurance	2	[ ]	
		b) Uniform allowance	2	[ ]	
		c) 13th month pay	2	[ ]	
		d) Night differential	2	[ ]	
		e) Others _____		[ ]	
		f) Did not provide any	0	[ ]	
4.4 Compliance with committed security gears and equipment	20	a) 96-100% compliance	20	[ ]	
		b) 91-95% compliance	16	[ ]	
		c) 86-90% compliance	12	[ ]	
		d) 81-85% compliance	8	[ ]	
		e) 76-80% compliance	4	[ ]	
		f) 75-% and below compliance	0	[ ]	

NOTE: Please refer to guidelines for procedure in computation of this factor

FACTORS	Max. PTS.	STANDARDS	PTS. PER STANDARD		PTS. EARNED
4.5 Quality and serviceability of firearms (FAs)	4	a) All Firearms are of good quality and serviceable (100%)	4	[ ]	
		b) Most Firearms are of good quality and serviceable (90-99%)	2	[ ]	
		c) 80 to 50 % of FAs are defective and/or unserviceable	1	[ ]	
		d) Firearms are locally-made (paltik); more than 90% of firearms are defected and/or unserviceable; firearms are rusty	0	[ ]	
4.6 Quality and serviceability of transport equipment	4	a) 100% serviceable	4	[ ]	
		b) Less than 100% serviceable	0	[ ]	
4.7 Quality and serviceability of communications equipment	4	a) All units are operational and serviceable	4	[ ]	
		b) 10-20% of communications equipment are defective and/or unserviceable	1	[ ]	
		c) more than 20% are defective and/or unserviceable	0	[ ]	
4.8 Quality and serviceability of other support equipment	3	a) Other secuity gears and support equipment are in good condition; serviceable and operational	3	[ ]	
		b) Some security gears and support equipment are unserviceable/unoperational	0	[ ]	

FACTORS	Max. PTS.	STANDARDS	PTS. PER STANDARD		PTS. EARNED
GRAND TOTAL	**100**	**GRAND TOTAL**			**0**

Rating Equivalent:

95-100	= Excellent	76-82	= Fair
89-94	= Very Satisfactory	75 and below	= Poor
83-88	= Satisfactory		

Discussed with:

_____

Security Officer (Agency)

Rated by:

Port Police Officer
Section Chief, Operations Division

Noted by:

Manager
Port Police Department

FIREARMS, COMMUNICATIONS AND TRANSPORTATION MINIMUM REQUIREMENTS

The Winning Bidder shall deliver to the various offices of the PPA Port Security Cluster – Southern 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-Davao	36	504	12	144
PMO-Socsargen	31	434	8	96
PMO-Zamboanga	34	476	12	144
PMO-Zamboanga del Norte	20	280	6	72
TOTAL	**121**	**1694**	**38**	**456**

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-Davao	1 unit	4 units	5 units
PMO-Socsargen	1 unit	1 unit	5 units
PMO-Zamboanga	1 unit	1 unit	5 units
PMO-Zamboanga del Norte	1 unit	1 unit	4 units
TOTAL	**4 units**	**7 units**	**19 units**

c. Other Security Equipment Requirements

PPA/PMO	Reserved Battery Pack	VHF Radio with Charger	Radio Base *(with antenna)*	Radio Repeater	Cell phone (Android w/500 load/month)	Computer set with Printer
PMO-Davao	32	43	1	1	1	1
PMO-Socsargen	27	36	1	1	6	1
PMO-Zamboanga	35	47	1	1	2	1
PMO-Zamboanga del Norte	19	25	1	1	3	1
TOTAL	**113**	**151**	**4**	**4**	**12**	**4**

PMO/RC	Ostrich Mirror	Halogen Searchlight Light	Mega phone	Raincoat and Boots	Emergency Light	Metal Detector
PMO-Davao	13	32	15	68	32	15
PMO-Socsargen	8	8	6	47	8	6
PMO-Zamboanga	9	10	4	68	10	10
PMO-Zamboanga del Norte	5	6	4	36	6	6
TOTAL	**35**	**56**	**29**	**219**	**56**	**37**

d. Security Guard Paraphernalia

Paraphernalia	PMO Davao	PMO Socsargen	PMO Zamboanga	PMO Zamboanga del Norte	TOTAL
Headgear	135	93	135	79	**442**
Whistle with lanyard	135	93	135	79	**442**
Night Stick/Baton	135	93	135	79	**442**
LED Flashlight	135	93	135	79	**442**
Tear gas canister	135	93	135	79	**442**
First aid kit	135	93	135	79	**442**
Service Shoes (Black)	135	93	135	79	**442**
Traffic Vest	135	93	135	79	**442**
Handcuff	135	93	135	79	**442**

_____
Signature

_____
Name of Authorized Representative

Date: _____

ANNEX "G"

SUMMARY OF FINANCIAL OFFER

Eight (8) hours of duty Daily including Sundays, Special Days, and Holidays

LOCATION	GUARDS	AMOUNT/ GUARD/MONTH	TOTAL MONTHLY CONTRACT RATE
PMO-DAVAO			
Baseport (Davao)	68		
Port of Maco	04		
Port of Malalag	15		
TMO-Mati	13		
Port of San Isidro	03		
TMO-Babak	25		
Port of Tagpopongan	04		
Port of Banay-banay	03		
Total	**135**		
PMO SOCSARGEN			
Baseport (General Santos)	68		
Port of Palimbang	06		
Port of Mabila	03		
TMO Glan	06		
TMO Sultan Kudarat	10		
Total	**93**		
PMO ZAMBOANGA			
Baseport (Zamboanga)	93		
TMO-Isabela Basilan	24		
TMO-Zamboanga Sibugay			
Port of Malangas	03		
Port of Ipil	05		
TMO- Zamboanga del Sur			
Port of Margosatubig	04		
Port of Pagadian	06		
Total	**135**		
PMO ZAMBOANGA DEL NORTE			
Baseport (Dapitan)	68		
Port of Taguilon	03		
TMO-Sindangan	04		
TMO-Liloy	04		
Total	**79**		
GRAND TOTAL	**442**		

X 12 Months

TOTAL Php. _____

TOTAL PROPOSED CONTRACT RATE FOR 12 MONTHS _____

Name of Agency: _____

Signature

_____ _____

Name of Authorized Representative Date

ANNEX "G"

FINANCIAL OFFER

Davao, Mati, Babak, Tagpopongan, Maco, San Isidro, Banay-banay, and Malalag

(PADPAO RATE FOR Region XI-DAVAO REGION -Wage Order No. **RTWPB – XI-22**)

Eight (8) Hour's duty, daily including Sundays or rest days, Special Days and Holidays

Days worked per week	*7 days*
No. of days/year	*396.00*

AMOUNT PAYABLE TO GUARDS		
Applicable Daily Rate (ADR)	Php.	462.00
Average Monthly Basic Pay (AMBP) *(ADR X No. Of days/yr. / 12)*		15,246.00
Night Premium Pay *(AMBP x 10% x 1 / 3 (x1 /2)*		508.20
13th Month Pay *(ADR x 366 / 12 /12)*		1,1174.25
5 Days Service Incentive Leave (SIL) *(ADR X 5/12)*		192.50
Uniform Allowance *(R.A. 5487)*		100.00
Total (Directly to Guard)	**Php.**	**17,220.95**
EMPLOYER'S CONTRIBUTION TO GOVERNMENT IN FAVOR TO GUARD		
Retirement Benefit (R.A 7641)*(ADR X 22.5/12)*	Php.	866.25
SSS Premium (January 2023)		1,520.00
Philhealth Contribution (January 2024)		381.15
State Insurance Fund		30.00
PAG-IBIG Contribution *(R.A 7742)*		200.00
Total (Guard and Gov't)	**Php.**	**2,997.40**
A. TOTAL AMOUNT PAYABLE TO GUARD & GOVERNMENT	**Php.**	**20,218.35**
B. AGENCY FEE/Administrative Overhead *(20 to 24 percent)*		_____
C. VALUE ADDED TAX *(Agency fee x 12% VAT-RMC-038-2007)*		_____
TOTAL CONTRACT RATE/GUARD/MONTH		_____

Php. _____

TOTAL AMOUNT IN WORDS:

_____

Name of Agency: _____

Signature

_____ _____

Name of Authorized Representative Date

ANNEX "G"

FINANCIAL OFFER

General Santos, Glan, Palimbang, Sultan Kudarat and Mabila

(PADPAO RATE FOR Region XII- SOCCSKSARGEN - Wage Order No. **RB XII-23**)
Eight (8) Hour's duty, daily including Sundays or rest days, Special Days and Holidays

Days worked per week		*7 days*
No. of days/year		*396.00*
AMOUNT PAYABLE TO GUARDS		
Applicable Daily Rate (ADR)	Php.	403.00
Average Monthly Basic Pay (AMBP) *(ADR X No. Of days/yr. / 12)*		13,299.00
Night Premium Pay *(AMBP x 10% x 1 / 3 (x1 /2)*		443.30
13th Month Pay *(ADR x 366 / 12 /12)*		1,024.29
5 Days Service Incentive Leave (SIL) *(ADR X 5/12)*		167.92
Uniform Allowance *(R.A. 5487)*		100.00
Total (Directly to Guard)	**Php.**	**15,034.51**
EMPLOYER'S CONTRIBUTION TO GOVERNMENT IN FAVOR TO GUARD		
Retirement Benefit (R.A 7641)*(ADR X 22.5/12)*	Php.	755.63
SSS Premium (January 2023)		1,330.00
Philhealth Contribution (January 2024)		332.48
State Insurance Fund		10.00
PAG-IBIG Contribution *(R.A 7742)*		200.00
Total (Guard and Gov't)	**Php.**	**2,628.11**
A. TOTAL AMOUNT PAYABLE TO GUARD & GOVERNMENT	**Php.**	**17,662.62**
B. AGENCY FEE/Administrative Overhead *(20 to 24 percent)*		_____
C. VALUE ADDED TAX *(Agency fee x 12% VAT-RMC-038-2007)*		_____
TOTAL CONTRACT RATE/GUARD/MONTH		_____

Php. _____

TOTAL AMOUNT IN WORDS:

_____

Name of Agency: _____

Signature

_____ _____

Name of Authorized Representative Date

ANNEX "G"

FINANCIAL OFFER

Zamboanga, Ipil, Isabela, Malangas, Margosatubig, Pagadian, Dapitan, Taguilon, Sindanga and Liloy.

(PADPAO RATE FOR Region IX – Zamboanga Peninsula - Wage Order No. **RIX-22**)
Eight (8) Hour's duty, daily including Sundays or rest days, Special Days and Holidays

Days worked per week		*7 days*
No. of days/year		*396.00*
AMOUNT PAYABLE TO GUARDS		
Applicable Daily Rate (ADR)	Php.	381.00
Average Monthly Basic Pay (AMBP) *(ADR X No. Of days/yr. / 12)*		12,573.00
Night Premium Pay *(AMBP x 10% x 1 / 3 (x1 /2)*		419.10
13th Month Pay *(ADR x 366 / 12 /12)*		968.38
5 Days Service Incentive Leave (SIL) *(ADR X 5/12)*		158.75
Uniform Allowance *(R.A. 5487)*		100.00
Total (Directly to Guard)	**Php.**	**14,219.23**
EMPLOYER'S CONTRIBUTION TO GOVERNMENT IN FAVOR TO GUARD		
Retirement Benefit (R.A 7641) *(ADR X 22.5/12)*	Php.	714.38
SSS Premium (January 2023)		1,282.50
Philhealth Contribution (January 2024)		314.33
State Insurance Fund		10.00
PAG-IBIG Contribution *(R.A 7742)*		200.00
Total (Guard and Gov't)	**Php.**	**2,512.21**
A. TOTAL AMOUNT PAYABLE TO GUARD & GOVERNMENT	**Php.**	**16,740.44**
B. AGENCY FEE/Administrative Overhead *(20 to 24 percent)*		
C. VALUE ADDED TAX *(Agency fee x 12% VAT-RMC-038-2007)*		
TOTAL CONTRACT RATE/GUARD/MONTH		

Php. _____

TOTAL AMOUNT IN WORDS:

_____

Name of Agency: _____

Signature

_____ _____

Name of Authorized Representative Date

ANNEX "G"

COMMITMENT TO PAY WAGES AND SALARIES IN ACCORDANCE WITH PADPAO SCHEDULE

_____
Date

Mr./Ms. _____
Chairperson, PPA Head Office Bids and Awards
Committee for the Procurement of Goods and
Consultancy Services
Philippine Ports Authority
PPA Corporate Bldg., Bonifacio Drive,
South Harbor Port Area, Manila

Sir/Mam:

This is about your Invitation to Bid for the **Procurement of Security Services for the Port Security Southern Mindanao Comprising Port Management Offices (PMOs) of Davao, Socsargen, Zamboanga, Zamboanga del Norte, and Terminal Management Offices (TMOs)/Ports** Under Their Respected Jurisdiction **(BAC - PGCS -** _____**)** published in PhilGeps website dated _____.

In compliance with one of the requirements for eligibility and to bid, I *(Name and Position of Authorized Representative)* of *(Name of Agency)*, do at this moment commit to paying the salaries and wages of security guards in accordance with the prescribed PADPAO rates should the proposed contract be awarded to us.

IN WITNESS WHEREOF, I hereby affix my signature this _____ day of _____, 2024 at _____, Philippines

_____
Affiant

SIGNED IN THE PRESENCE OF:

_____ _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2024, affiant exhibited to me his/her Community Tax Certificate No. _____, issued on _____ at _____, Philippines.

NOTARYPUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

☐ (b) 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**

☐ (c) 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**

☐ (d) 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**

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

☐ (f) 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

☐ (g) 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

☐ (h) 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 the following:

a. that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful; and

b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.

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

☐ (i) *[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.

☐ (j) 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; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s)
Summary of Financial Offer/Financial Offer and Commitment to Pay Wages and Salaries in accordance with PADPAO Schedule (Annex "G" of the TOR)

BID FORM

Date : _____
Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____
Legal capacity: _____
Signature: _____

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No._____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No._____ Page ___of___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
   c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

    i. Philippine Bidding Documents (PBDs);
        i. Schedule of Requirements;
        ii. Technical Specifications;
        iii. General and Special Conditions of Contract; and
        iv. Supplemental or Bid Bulletins, if any

    ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

        Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

    iii. Performance Security;

    iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

    v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such

as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]	[Insert Name and Signature]
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]
for:	for:
[Insert Procuring Entity]	[Insert Name of Supplier]

Acknowledgment
[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

   [If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

   If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

   [If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

   [If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

   [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

   [If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

   [If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;

   b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and

   d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any

payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Performance Securing Declaration (Revised)
[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

    a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
        i. Procuring Entity has no claims filed against the contract awardee;
        ii. It has no claims for labor and materials filed against the contractor; and
        iii. Other terms of the contract; or

    b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

NET FINANCIAL CONTRACTING CAPACITY (NFFC) COMPUTATION

A. The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid

NFCC = Php _____

K = 15

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

_____
Name of Supplier/Distributor/Manufacturer

_____
Signature of Authorized Representative

STATEMENT OF THE BIDDER'S ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

This is to certify that _____ has the following ongoing government and private contracts, including contracts awarded but not yet started:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS/SERVICES DELIVERED	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	DATE OF DELIVERY

*PROOF OF CONTRACT TO BE PRESENTED AT POST-QUALIFICATION.

_____ _____

Name and Signature of Authorized Representative Date

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ has completed the following:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS	AMOUNT OF COMPLETED CONTRACT/S	DATE OF DELIVERY	END USER'S ACCEPTANCE OR OFFICIAL RECEIPT(S) OR SALES INVOICE ISSUED FOR THE CONTRACT*

*TO BE ATTACHED TO THE STATEMENT

_____ _____

Name and Signature of Authorized Representative Date