



**PROCUREMENT OF SECURITY  
SERVICES FOR PHILIPPINE  
PORTS AUTHORITY, PORT  
SECURITY CLUSTER –  
NATIONAL CAPITAL REGION,  
CENTRAL AND NORTHERN  
LUZON COMPRISING PPA HEAD  
OFFICE, PORT MANAGEMENT  
OFFICES (PMOs) NCR-NORTH,  
NCR-SOUTH, BATAAN/AURORA  
AND NORTHERN LUZON, AND  
TERMINAL MANAGEMENT  
OFFICES (TMOs)/PORTS UNDER  
THEIR RESPECTIVE  
JURISDICTION**

**BID DOCS  
ASD-086-2023**

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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.



## **INVITATION TO BID**

### **FOR THE PROCUREMENT OF SECURITY SERVICES FOR PHILIPPINE PORTS AUTHORITY, PORT SECURITY CLUSTER – NATIONAL CAPITAL REGION, CENTRAL AND NORTHERN LUZON COMPRISING PPA HEAD OFFICE, PORT MANAGEMENT OFFICES (PMOs) NCR-NORTH, NCR SOUTH, BATAAN/AURORA AND NORTHERN LUZON, AND TERMINAL MANAGEMENT OFFICES (TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION**

The Philippine Ports Authority, through the Corporate Budget of the Authority for CY 2023, intends to apply the sum of **P120,653,346.00** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Security Services for Philippine Ports Authority, Port Security Cluster-National Capital Region, Central and Northern Luzon comprising PPA Head Office, Port Management Offices (PMOs) NCR-North, NCR-South, Bataan/Aurora and Northern Luzon, and Terminal Management Offices(TMOs)/Ports Under Their Respective Jurisdiction (ASD-086-2023). 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 One (1) year from receipt by the winning bidder of the Notice to Proceed. Bidders should have completed, within ten (10) 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 **22 March 2023** 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 **30 March 2023 at 10:00 a.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 **13 April 2023 at 1:00 p.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 **13 April 2023 at 2:00 p.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](http://www.ppa.com.ph)  
PhilGEPS Website: [www.philgeps.gov.ph](http://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 - NATIONAL CAPITAL REGION, CENTRAL AND NORTHERN LUZON COMPRISING PPA HEAD OFFICE, PORT MANAGEMENT OFFICES (PMOs) NCR-NORTH, NCR-SOUTH, BATAAN/AURORA AND NORTHERN LUZON, AND TERMINAL MANAGEMENT OFFICES (TMOs)/PORTS UNDER THEIR RESPECTIVE JURISDICTION**, with identification number **ASD-086-2023**.

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) 2023 in the amount of **ONE HUNDRED TWENTY MILLION SIX HUNDRED FIFTY THREE THOUSAND THREE HUNDRED FORTY SIX PESOS (Php120,653,346.00)**.

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, 7<sup>th</sup> 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 ten (10) 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Security contract peculiar to transportation security operations, including but not limited to: security screening of passengers, baggage and cargoes; and safeguarding facilities and installations.</li> <li>b. completed within ten (10) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>[Manila]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than Two Million Four Hundred Thirteen Thousand Sixty Six Pesos and 92/100 (Php2,413,066.92), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than Six Million Thirty Two Thousand Six Hundred Sixty Seven Pesos and 30/100 (Php6,032,667.30) if bid security is in Surety Bond.</li> </ul>
15	<p>Each Bidder shall submit <b>ONE (1) original and SIX (6) copies</b> 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.</p> <p>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.</p>
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	<p><b>Delivery and Documents –</b></p> <p>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:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are:</p> <ol style="list-style-type: none"> <li>1. <b>Philippine Ports Authority Head Office, Manila;</b></li> <li>2. <b>PMO NCR-North;</b></li> <li>3. <b>PMO NCR-South;</b></li> <li>4. <b>PMO Bataan/Aurora; and</b></li> <li>5. <b>PMO Northern Luzon.</b></li> </ol> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>1. Provide and maintain valid and operational security service equipment indicated in Annex “D” of the Terms of Reference (TOR);</li> <li>2. Provide a satellite office for and located within the Port Security Cluster with corresponding business permits and an agency coordinator who shall oversee security operations/concerns of posted security guards;</li> <li>3. Provide security officer (detachment commander) and an office space for every port management office/responsibility center;</li> <li>4. Provide training for all security guards per 4.16 of the TOR;</li> </ol>

	<p>5. Provide for the HMO health insurance premiums for their deployed security guards at the option of the latter only and shall not be compelled or required to avail the same;</p> <p>6. Provide a Bundy Clock and logbook for every port/terminal as basis for payment by PPA of actual service rendered by security guards; and</p> <p>7. Should the cost of Identification Cards and uniforms of the security guards to be deployed at PPA.</p> <p>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.</p> <p><b>Transportation –</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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	<p><b>Intellectual Property Rights –</b></p> <p>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.</p>
2.2	<p>PPA shall pay the Service Provider the monthly billing rates stipulated in the Contract, subject to existing government auditing and accounting rules and regulations.</p> <p>The Service contractor shall submit supporting documents as basis for payment of services rendered by its Security Guards.</p>
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.

<b>Item Number</b>	<b>Description<sup>1</sup></b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	Procurement of Security Services for Port Security Cluster-National Capital Region, Central and Northern Luzon comprising PPA Head Office, Port Management Offices (PMOs) NCR-North, NCR-South, Bataan/Aurora and Northern Luzon, and Terminal Management Offices (TMOs)/Ports under their respective jurisdiction	347 security guards	347 security guards	For a period of one (1) year which shall commence upon receipt by the winning bidder of the Notice to Proceed.

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<sup>1</sup> Subject to the Qualifications Standard and Deployment under Annexes "C" and "B", respectively of the Terms of Reference.

***Section VII. Technical Specifications***

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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</i></p>



		<i>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.]</i>
	<b>Procurement of Security Services for Philippine Ports Authority, Port Security Cluster-National Capital Region, Central and Northern Luzon comprising PPA Head Office, Port Management Offices (PMOs) NCR-North, NCR-South, Bataan/Aurora and Northern Luzon, and Terminal Management Offices (TMOs)/Ports under their respective jurisdiction for a period of one (1) year</b>	
	<b>SCOPE OF UNDERTAKING/SERVICES</b>  <b>1. Provision of port security services for the PPA Head Office and Port Management Offices/Terminal Management Offices/Facilities/Units under the Port Security Cluster – National Capital Region, Central and Northern Luzon for the purpose of:</b>  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 in accordance with the International Ship and Port Facility Security (ISPS) Code and the National Security Programme for Sea Transport and Maritime Infrastructure (NSPSTMI); and B. Providing assistance in the enforcement of access control, traffic rules and regulations and other existing security policies promulgated by the PPA.  <b>2. The facilities, offices, installations, and structures to be secured under the Contract are specified in the Facility/Port Layout Plans. (Annexes A-1, A-2, A-3, A-4 A-5, et sequential)</b>	

	<p><b>MINIMUM QUALIFICATIONS OF THE SERVICE PROVIDER</b></p> <ol style="list-style-type: none"> <li>1. Must be duly licensed and registered Private Security Agency with the Philippine National Police – Civil Security Group (PNP-CSG) with issued <b>License to Operate</b>;</li> <li>2. Must be duly licensed and registered Service Contractor/Provider with the Department of Labor and Employment (DOLE) with issued <b>Certificate of Registration</b>;</li> <li>3. Must be duly registered with the Social Security System (SSS), Home Development and Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH) with issued <b>corresponding Certificate of Registration</b>;</li> <li>4. 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 issued <b>Certificate of Membership</b>;</li> <li>5. Must present at least three (3) Client/Customer Feedback Form, with at least Satisfactory Rating 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;</li> </ol>	
	<p><b>OBLIGATIONS AND RESPONSIBILITIES</b></p> <ol style="list-style-type: none"> <li>1. Deploy and maintain duly licensed security guards compliant under Annex “C” of the TOR;</li> <li>2. Provide and maintain valid and operational security service equipment indicated in Annex “D” of the TOR;</li> <li>3. Provide the organizational structure of the security agency/contractor/provider.</li> <li>4. Anyone of the <b>5 Key Officers</b> shall have appropriate trainings on at least any two (2) of the following: Crowd Control Management; Bomb Awareness and Management; and Intelligence and Investigation. Such officers include: <ol style="list-style-type: none"> <li>4.1 (1) <i>Manager/Chief Security Director</i> – Overall in-charge in the administrative management of posted security guards under this Port Security Cluster;</li> <li>4.2 (1) <i>Assistant Manager/Assistant Chief Security Director</i> – Assist the Manager/Chief Security Director in providing administrative support to posted security guards under this Port Security Cluster;</li> </ol> </li> </ol>	

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

4.4 (2) *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.

A certification shall be issued by the prospective bidder indicating the names, contact details, and specific duties and functions of the 5 Key Officers and shall be submitted to the Bids and Awards Committee (BAC) during the bid opening as part of its technical proposal.

Provided, further, at least one of the 5 Key Officers is a Port Facility Security Officer (PFSO) with valid certification. Provided, 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.

During contract implementation, the Security Services Provider shall update the names, contact details and specific duties and functions of the Key Officers and submit the same to the Port Police Department/Division from time to time.

5. Provide a satellite office for and located within this 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.

Name of the agency coordinator and office location/address shall be voluntarily provided to the Port Police Department/Division and be updated from time to time.

6. Provide a security officer (detachment commander) and an office space for every Port Management Office/Responsibility Center at the expense of the security services contractor.

Provided, further, the security officer (detachment commander) shall render and observe a **twelve (12) hour duty**. Specific duties and functions are provided in 4.13.4 of the TOR.

7. Provide, at no expense to PPA Head Office/Port Management Offices in the conduct of security training programs within the contract period after receipt of Notice of Award (NOA) for all security guards to be deployed such as, but not limited to, the following:

	<p>7.1 Maritime Security Awareness Training;</p> <p>7.2 Basic Intelligence and Investigation with technical report writing,</p> <p>7.3 Basic Quality Customer Relations Seminar.</p> <p>7.4 Bomb Awareness and Management; and</p> <p>7.5 Basic First Aid.</p> <p>8. Comply 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.</p> <p>9. 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.</p> <p>10. Recognize PPA's exercise of visitorial power or conduct of inspection or audit of the Service Contractor's compliance to the provisions of the Contract or with the existing social legislation relating to the welfare of security guards deployed under the Contract.</p> <p>11. Shall agree that the Service Contractor undergo Performance Evaluation on a monthly basis as determined by the Port Police Division of the PMOs concerned.</p> <p>12. Increase or decrease the number of security guards to be deployed under the Contract, subject to actual manpower support requirements of PPA during the effectivity of the Contract, and compensable in accordance with all labor laws, provided that increase shall not exceed ten percent (10%) of the original contract price.</p> <p>13. Submit to the PPA detailed reports of undertaking, unusual incidents, and such other reports within the required time frame in accordance with the form and frequency prescribed by PPA.</p> <p>14. Make available at any reasonable time all documents related to the Contract for inspection, examination, and audit by PPA.</p> <p>15. 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.</p>	
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	<ol style="list-style-type: none"> <li>16. Provide for the HMO health insurance premiums for their deployed security guards at the option of the latter only and shall not be compelled or required to avail the same.</li> <li>17. Provide a Bundy clock and logbook for every port/terminal as basis for payment by PPA of actual service rendered by security guards.</li> <li>18. Comply with all other applicable laws, ordinances, terms and conditions of the Contract and applicable rules and regulations promulgated by the PPA.</li> <li>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.</li> <li>20. Confer or meet with the authorized representatives of PPA on issues and concerns pertaining to proper implementation of the Contract concerning a particular situation in a particular port.</li> <li>21. Collect its fees and charges 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.</li> </ol>	
	<p><b>OTHER CONDITIONS:</b></p> <ol style="list-style-type: none"> <li>1. <b>Identification.</b> Each security guards 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.</li> <li>2. <b>Service Complaints.</b> 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, that in no case shall the operators be replaced or relieved without prior written notice to and written concurrence from PPA.</li> <li>3. <b>No Employer-Employee Relationship.</b> 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.</li> <li>4. <b>Accident/Death/Injury.</b> 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 in connection with the performance of the services under the contract.</li> </ol>	

	<p><b>DEPLOYMENT OF SECURITY GUARDS (DULY SIGNED ANNEX “B” OF THE TOR TO BE ATTACHED AS PART OF THE TECHNICAL PROPOSAL)</b></p> <table><tr><th>LOCATION</th><th>No. of GUARDS</th></tr><tr><td><b>PPA HEAD OFFICE</b></td><td></td></tr><tr><td>H.O/PPATI/GAD CENTER</td><td>55</td></tr><tr><td><b>Total</b></td><td><b>55</b></td></tr><tr><td><b>PMO NCR - SOUTH</b></td><td></td></tr><tr><td>Baseport &amp; TMO Pasig</td><td>66</td></tr><tr><td>TMO Pasig</td><td>22</td></tr><tr><td><b>Total</b></td><td><b>88</b></td></tr><tr><td><b>PMO NCR - NORTH HARBOR</b></td><td></td></tr><tr><td>Baseport</td><td>99</td></tr><tr><td>Radar Station, Corregidor</td><td>6</td></tr><tr><td><b>Total</b></td><td><b>105</b></td></tr><tr><td><b>PMO BATAAN/AURORA</b></td><td></td></tr><tr><td>Baseport</td><td>24</td></tr><tr><td>Mariveles Collection Unit</td><td>3</td></tr><tr><td>Port of Orion</td><td>18</td></tr><tr><td>TMOs Dingalan, Casiguran</td><td>8</td></tr><tr><td><b>Total</b></td><td><b>53</b></td></tr><tr><td><b>PMO NORTHERN LUZON</b></td><td></td></tr><tr><td>Baseport Curimao</td><td>21</td></tr><tr><td>TMO Zambales (Masinloc)</td><td>3</td></tr><tr><td>TMO Pangasinan</td><td>5</td></tr><tr><td>TMOs Batanes</td><td>5</td></tr><tr><td>Port of Salomague</td><td>6</td></tr><tr><td>TMO Aparri</td><td>3</td></tr><tr><td>Port of Claveria</td><td>3</td></tr><tr><td><b>Total</b></td><td><b>46</b></td></tr><tr><td><b>GRAND TOTAL</b></td><td><b>347</b></td></tr></table>	LOCATION	No. of GUARDS	<b>PPA HEAD OFFICE</b>		H.O/PPATI/GAD CENTER	55	<b>Total</b>	<b>55</b>	<b>PMO NCR - SOUTH</b>		Baseport & TMO Pasig	66	TMO Pasig	22	<b>Total</b>	<b>88</b>	<b>PMO NCR - NORTH HARBOR</b>		Baseport	99	Radar Station, Corregidor	6	<b>Total</b>	<b>105</b>	<b>PMO BATAAN/AURORA</b>		Baseport	24	Mariveles Collection Unit	3	Port of Orion	18	TMOs Dingalan, Casiguran	8	<b>Total</b>	<b>53</b>	<b>PMO NORTHERN LUZON</b>		Baseport Curimao	21	TMO Zambales (Masinloc)	3	TMO Pangasinan	5	TMOs Batanes	5	Port of Salomague	6	TMO Aparri	3	Port of Claveria	3	<b>Total</b>	<b>46</b>	<b>GRAND TOTAL</b>	<b>347</b>	
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	<p><b>QUALIFICATIONS STANDARD OF SECURITY GUARDS (DULY SIGNED ANNEX “C” OF THE TOR TO BE ATTACHED TO THE TECHNICAL PROPOSAL)</b></p> <p>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;</p> <p>2. Must be duly licensed as a security guard;</p>																																																									

<p>3. Must have appropriate trainings/seminars regarding security work;</p> <p>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;</p> <p>5. Must be at least high school graduate;</p> <p>6. Must have at least one (1) year experience in security work;</p> <p>7. Must be of good moral character, reputation and has no criminal and derogatory police record;</p> <p>8. Must possess a neuro-psychiatric clearance issued by a competent person or institution;</p> <p>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 such other similar agencies;</p> <p>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.</p>																																				
<p><b>FIREARMS, COMMUNICATIONS AND TRASPORTATION MINIMUM REQUIREMENTS (DULY SIGNED ANNEX "D" OF THE TOR TO BE ATTACHED AS PART OF THE TECHNICAL PROPOSAL)</b></p> <p><b>A. FIREARM/AMMUNITION REQUIREMENT</b></p> <table><tr><th>PMOs</th><th>9mm Pistol</th><th>Ammo (14 rds. per pistol)</th><th>12GA</th><th>Ammo (12 rds. per Shotgun)</th></tr><tr><td>PPA Head Office</td><td>15</td><td>210</td><td>5</td><td>60</td></tr><tr><td>PMO NCR - South</td><td>23</td><td>322</td><td>7</td><td>84</td></tr><tr><td>PMO NCR - North</td><td>25</td><td>350</td><td>8</td><td>96</td></tr><tr><td>PMO Bataan/Aurora</td><td>12</td><td>168</td><td>6</td><td>72</td></tr><tr><td>PMO Northern Luzon</td><td>12</td><td>168</td><td>4</td><td>48</td></tr><tr><td><b>TOTAL</b></td><td><b>87</b></td><td><b>1218</b></td><td><b>30</b></td><td><b>360</b></td></tr></table> <p><b>B. TRANSPORTATION EQUIPMENT (IN GOOD RUNNING CONDITION) NOT BELOW 2018 MODEL</b></p>	PMOs	9mm Pistol	Ammo (14 rds. per pistol)	12GA	Ammo (12 rds. per Shotgun)	PPA Head Office	15	210	5	60	PMO NCR - South	23	322	7	84	PMO NCR - North	25	350	8	96	PMO Bataan/Aurora	12	168	6	72	PMO Northern Luzon	12	168	4	48	<b>TOTAL</b>	<b>87</b>	<b>1218</b>	<b>30</b>	<b>360</b>	
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PMOs	4 Wheel Vehicle (No less than 2.0L engine with fuel allocation 120 Ltrs. Per Month)	Motorcycle (No less than 150cc with fuel allocation 60 Ltrs. Per Month)	Bicycle (Mt. Bike)
PPA Head Office	1 unit	1unit	1 unit
PMO NCR - South	1 unit	1 unit	1 unit
PMO NCR - North	1 unit	1 unit	1 unit
PMO Bataan/Aurora	1 unit	1 unit	2 unit
PMO Northern Luzon	1 unit	1 unit	2 units
<b>TOTAL</b>	<b>5 units</b>	<b>5 units</b>	<b>7 units</b>

### C. OTHER SECURITY EQUIPMENT REQUIREMENTS

PMOs	Reserved Battery Pack	VHF Radio	Radio Base (with antenna)	Radio Repeater	Cell phone (Android w/500 load/month )	Computer set with Printer
PPA Head Office	11	21	1	1	1	1
PMO NCR - South	15	30	1	1	1	1
PMO NCR - North	17	33	1	1	1	1
PMO Bataan/Aurora	9	18	1	1	1	1
PMO Northern Luzon	10	20	1	1	1	1
<b>TOTAL</b>	<b>62</b>	<b>122</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>

PMOs	Ostrich Mirror	Halogen Searchlight	Mega Phone	Raincoat and Boots	Emergency Light	Metal Detector
PPA Head Office	5	5	3	27	4	4
PMO NCR - South	5	5	3	44	5	3
PMO NCR - North	5	6	3	53	6	6
PMO Bataan/Aurora	5	9	5	26	9	8
PMO Northern Luzon	8	9	5	23	9	6
<b>TOTAL</b>	<b>28</b>	<b>34</b>	<b>19</b>	<b>169</b>	<b>33</b>	<b>27</b>

### D. SECURITY GUARD PARAPHERNALIA

Paraphernalia	PPA Head Office	PMO NCR- South	PMO NCR- North	PMO Bataan/ Aurora	PMO Northern Luzon	Total
Head gear	55	88	105	53	46	347
Whistle with lanyard	55	88	105	53	46	347
Nightstick Baton	55	88	105	53	46	347



	Rechargeable LED Flash light	55	88	105	53	46	347	
	Tear gas canister	55	88	105	53	46	347	
	First aid kit	55	88	105	53	46	347	
	Service Shoes (Black)	55	88	105	53	46	347	
	Traffic Vest	55	88	105	53	46	347	
	Handcuff	55	88	105	53	46	347	
	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-NATIONAL CAPITAL REGION,  
CENTRAL AND NORTHERN LUZON COMPRISING PPA HEAD OFFICE, PORT  
MANAGEMENT OFFICES (PMOs) NCR-NORTH, NCR-SOUTH,  
BATAAN/AURORA AND NORTHERN LUZON, 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–National Capital Region, Central and Northern Luzon.

1.2. Approved Budget for the Contract

The Approved Budget for the Contract (ABC) is **One Hundred Twenty Million Six Hundred Fifty-three Thousand Three Hundred Forty-six Pesos only (Php 120,653,346.00)** for the deployment of **Three Hundred Forty-seven (347)** Security Guards.


### **2.    SCOPE OF UNDERTAKING/SERVICES**

2.1. Provision of port security services for the **PPA Head Office and Port Management Offices/Terminal Management Offices/Facilities/Units under the Port Security Cluster – National Capital Region, Central and Northern Luzon** for the purpose of:

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 in accordance with 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. Providing assistance in the enforcement of access control, traffic rules and regulations and other existing security policies promulgated by the PPA.

1



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

### 3. MINIMUM QUALIFICATIONS

#### 3.1. Track Record

Considering its basic role in the operation, management, and administration of cargo and passenger terminals, the PPA desires a Security Agency who has completed, within the last ten (10) years from the date of submission and receipt of bids, a single contract that is similar to the Contract to be bid. A similar contract must be a security contract peculiar to transportation security operations, including but not limited to: security screening of passengers, baggage and cargoes; and safeguarding facilities and installations, the value of which must be at least fifty percent (50%) of the Approved Budget for the Contract (ABC).

- 3.2. Must be duly licensed and registered Private Security Agency with the Philippine National Police – Civil Security Group (PNP-CSG) with issued **License to Operate**;
- 3.3. Must be duly licensed and registered Service Contractor/Provider with the Department of Labor and Employment (DOLE) with issued **Certificate of Registration**;
- 3.4. 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**;
- 3.5. 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 issued **Certificate of Membership**;
- 3.6. Must present at least three (3) Client/Customer Feedback Form, with at least Satisfactory Rating 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;

#### **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 Philippine Ports Authority, **Port Security Cluster-National Capital Region, Central and Northern Luzon** for a period of one (1) year.
- 4.2. Ensure the availability of funds for security services rendered under the Contract.
- 4.3. Pay the Service Contractor the Monthly Billing Rates stipulated in the said Contract, subject to existing government auditing and accounting rules and regulations.
- 4.4. Require the Contractor to submit supporting documents as 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 C)**
- 4.6. Exercise operational and administrative supervision over the deployed security guards to ensure effectiveness and efficiency.
- 4.7. Exercise visitorial power or conduct of inspection or audit of the Service Contractor's compliance with existing social legislation or provisions of the contract relating to the welfare of security guards deployed under the Contract.
- 4.8. Provide assistance to the Contractor in the conduct of seminars/trainings/briefings as indicated in item 4.16. to security guards under the Contract.
- 4.9. Terminate and/or cancel the Contract as may be provided for therein.

**The Service Contractor Shall:**

- 4.10. Deploy and maintain duly licensed security guards compliant under Annex C hereof;
- 4.11. Provide and maintain valid and operational security service equipment indicated in Annex D hereof;
- 4.12. Provide the organizational structure of the security agency/contractor/provider.

- 4.13. Anyone of the **5 Key Officers** shall have appropriate trainings on at least any two (2) of the following: Crowd Control Management; Bomb Awareness and Management; and Intelligence and Investigation. Such officers include:

- 4.13.1. (1) *Manager/Chief Security Director* – Overall in-charge in the administrative management of posted security guards under this Port Security Cluster;
- 4.13.2. (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;
- 4.13.3. (1) *Area Commander* – Oversees and monitors the security operations of all PMOs/TMOs under this Port Security Cluster and;
- 4.13.4. (2) *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.

A certification shall be issued by the prospective bidder indicating the names, contact details, and specific duties and functions of the 5 Key Officers and shall be submitted to the Bids and Awards Committee (BAC) during the bid opening as part of its technical proposal.

Provided, further, at least one of the 5 Key Officers is a Port Facility Security Officer (PFSO) with valid certification. Provided, 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.

During contract implementation, the Security Services Provider shall update the names, contact details and specific duties and functions of the Key Officers and submit the same to the Port Police Department/Division from time to time.

- 4.14. Provide a satellite office for and located within this 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.

Name of the agency coordinator and office location/address shall be voluntarily provided to the Port Police Department/Division and be updated from time to time.

*[Handwritten signature]*

- 4.15. Provide a security officer (detachment commander) and an office space for every Port Management Office/Responsibility Center at the expense of the security services contractor.

Provided, further, the security officer (detachment commander) shall render and observe a **twelve (12) hour duty**. Specific duties and functions are provided in **4.13.4**.

- 4.16. Provide, at no expense to PPA Head Office/Port Management Offices in the conduct of security training programs within the contract period after receipt of Notice of Award (NOA) for all security guards to be deployed such as, but not limited to, the following:

- 4.16.1. Maritime Security Awareness Training;
- 4.16.2. Basic Intelligence and Investigation with technical report writing,
- 4.16.3. Basic Quality Customer Relations Seminar.
- 4.16.4. Bomb Awareness and Management; and
- 4.16.5. Basic First Aid.

- 4.17. Comply 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 to 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 Performance Evaluation on a monthly basis as determined by the Port Police Division of the PMOs concerned.

- 4.21. Increase or decrease the number of security guards to be deployed under the Contract, subject to actual manpower support requirements of PPA during the effectivity of the Contract, and compensable in accordance

1 5

with all labor laws, provided that increase shall not exceed ten percent (10%) of the original contract price.

- 4.22. Submit to the PPA detailed reports of undertaking, unusual incidents, and such 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 HMO health insurance premiums for their deployed security guards at the option of the latter only and shall not be compelled or required to avail the same.
- 4.26. Provide a Bundy clock and logbook for every port/terminal as basis for payment by PPA of actual service rendered by security guards.
- 4.27. Comply with all other applicable laws, ordinances, terms and conditions of the Contract and applicable rules and regulations promulgated by the PPA.
- 4.28. 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.
- 4.29. Confer or meet with the authorized representatives of PPA on issues and concerns pertaining to proper implementation of the Contract concerning a particular situation in a particular port.
- 4.30. Collect its fees and charges 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.

## 6. OTHER CONDITIONS OF THE CONTRACT

- 6.1 **Identification.** Each security guards 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. OTHER CONDITIONS OF THE CONTRACT

- 5.1 **Identification.** Each security guards 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, that in no case shall the operators be replaced or relieved without prior written notice to 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 in connection with the performance of the services under the contract.

## 6. DURATION OF CONTRACT

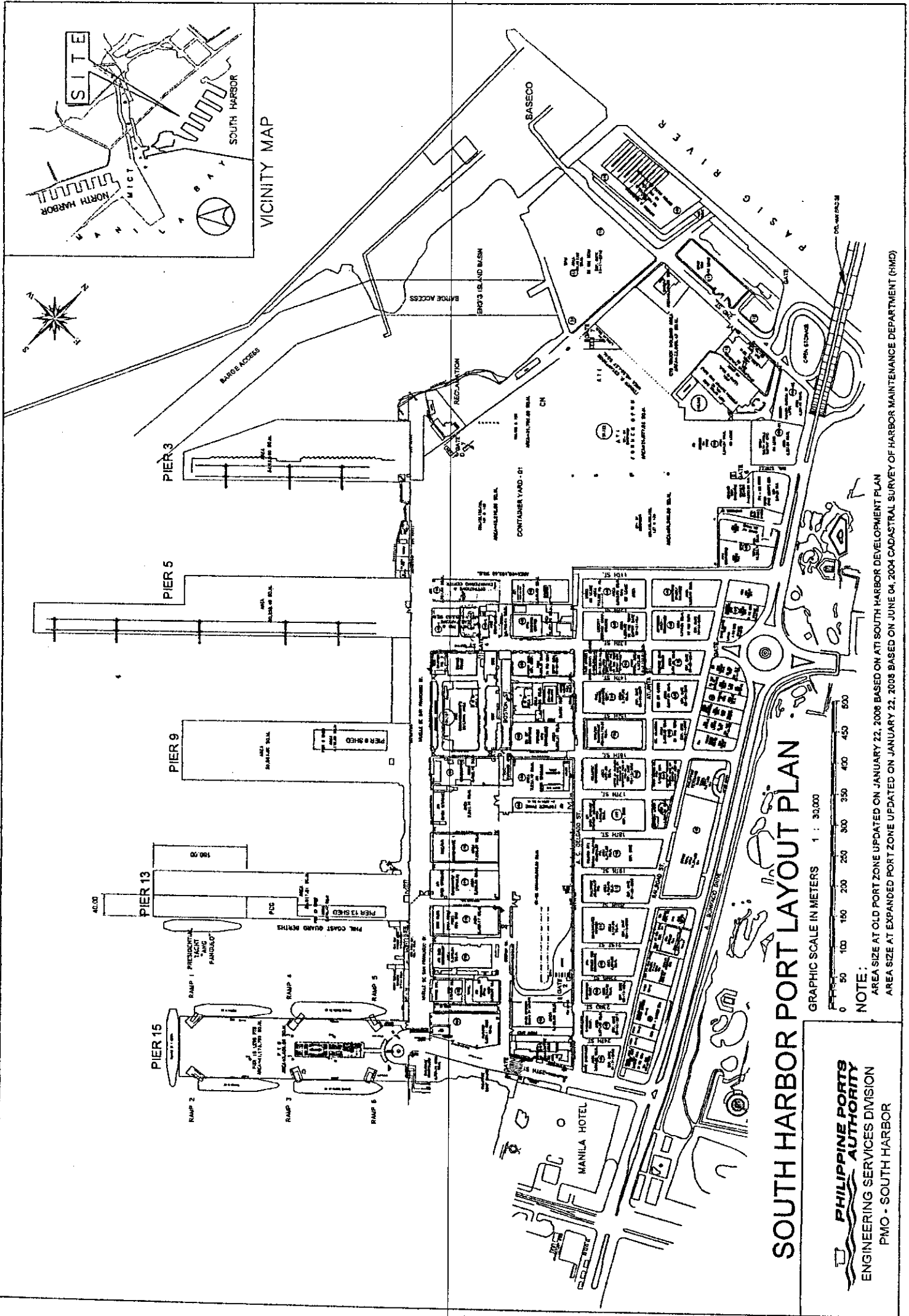
The Contract for Port Security Services in Port Security Cluster National Capital Region, Central and Northern Luzon shall be effective for a period of one (1) year upon receipt by the winning bidder of the Notice to Proceed (NTP).

  
**PRSUPT GENARO P MANCIO, JR**  
Acting Manager/Superintendent  
Port Police Department

Encl.      Annex A – Facility/Port Layout Plans  
             Annex B – Distribution of Security Guards  
             Annex C – Qualification Standards of Security Guards  
             Annex D – Firearms, Communications and Transportation Minimum  
   Requirements  
             Annex E – Summary of Financial Offer PCS- NCR, Central and Northern Luzon



PMO - NCR SOUTH  
ANNEX "A"



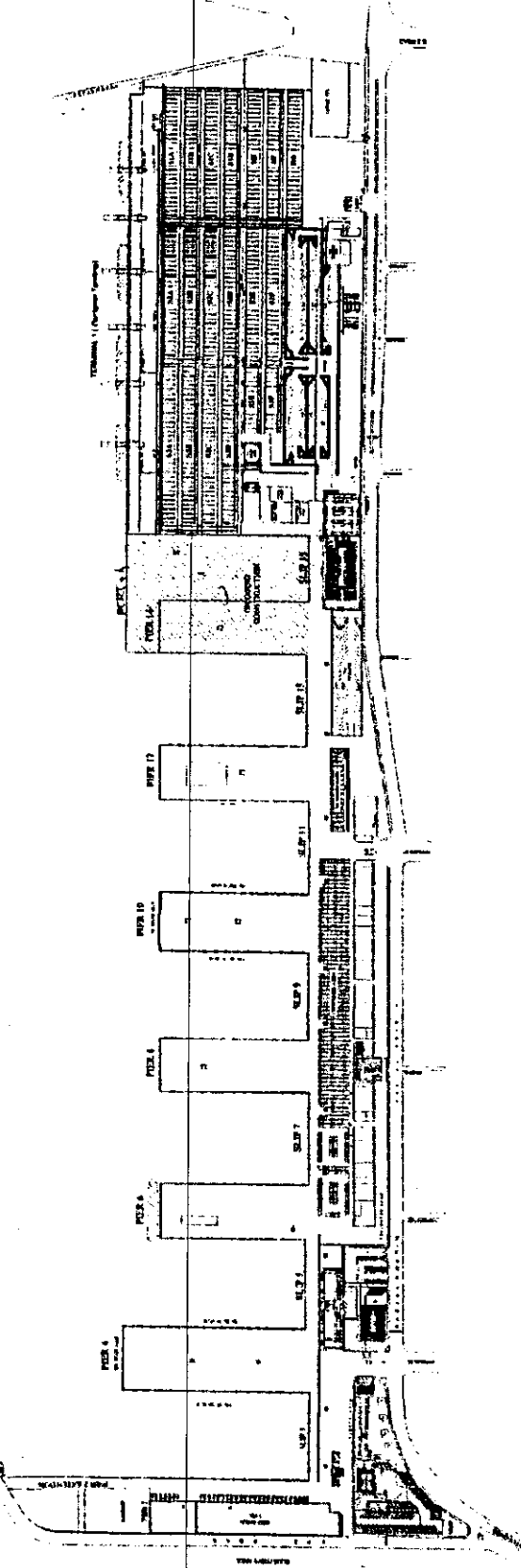
**PHILIPPINE PORTS  
AUTHORITY**  
ENGINEERING SERVICES DIVISION  
PMO - SOUTH HARBOR

PHO NCR-NORTH

C U R R E N T P O R T L A Y O U T P L A N



MANUAL INTERNATIONAL  
CONTAINER PORT  
COMPLEX



**Royal Asia Appraisal Corporation**

See Also: 1417 Queens Ave., West Triangle, Queens City  
 Buick Unit: 374-0311 to 15 Fax No.: (424) 271-9946  
 E-mail: reach@reachon.com, on  
 SEC Accredited on No. 019 Filed 11/18/2004

SCALE NFB

PAAC File No.: 18-010233-0038

**CLIENTS PHILIPPINE PORTS AUTHORITY**

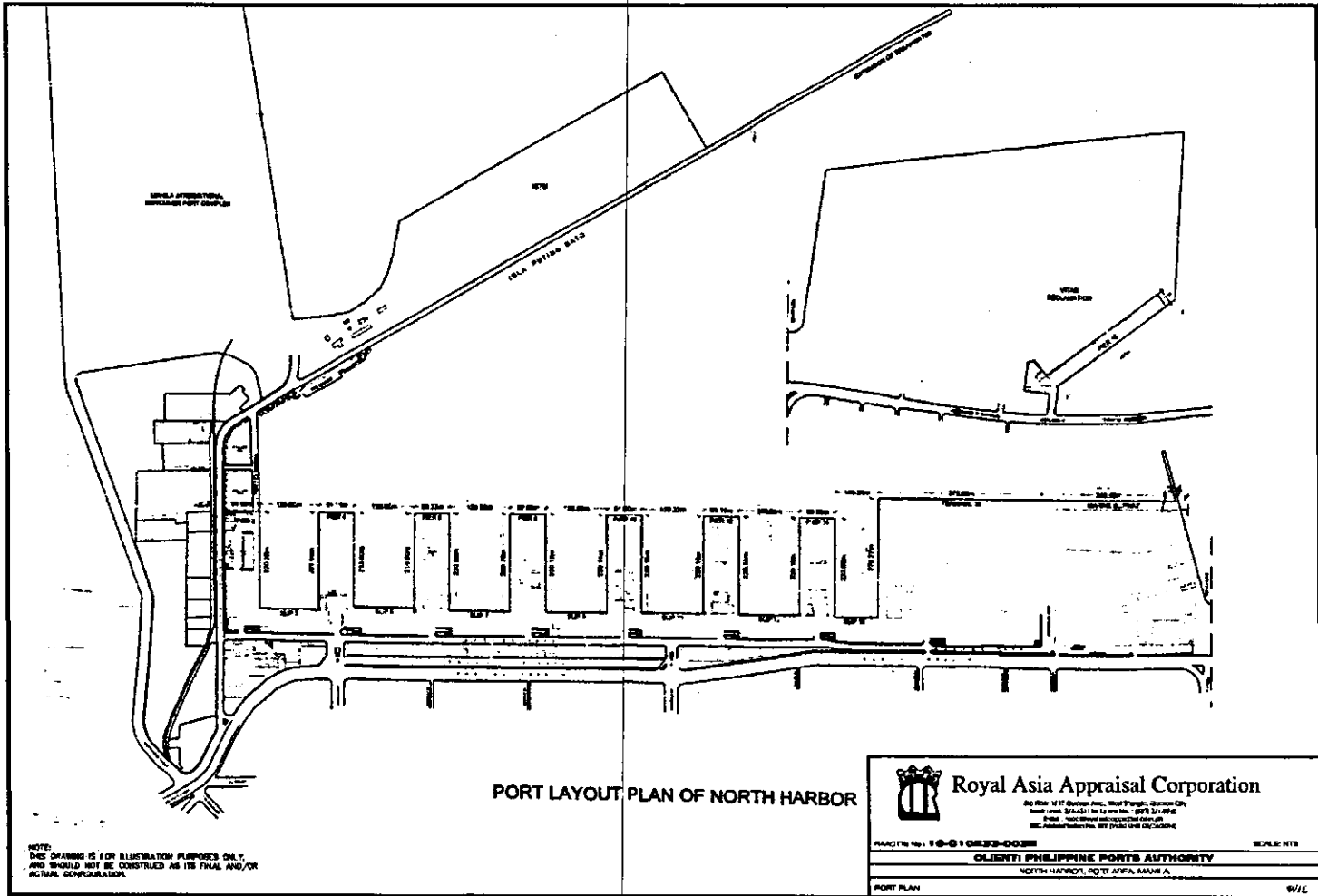
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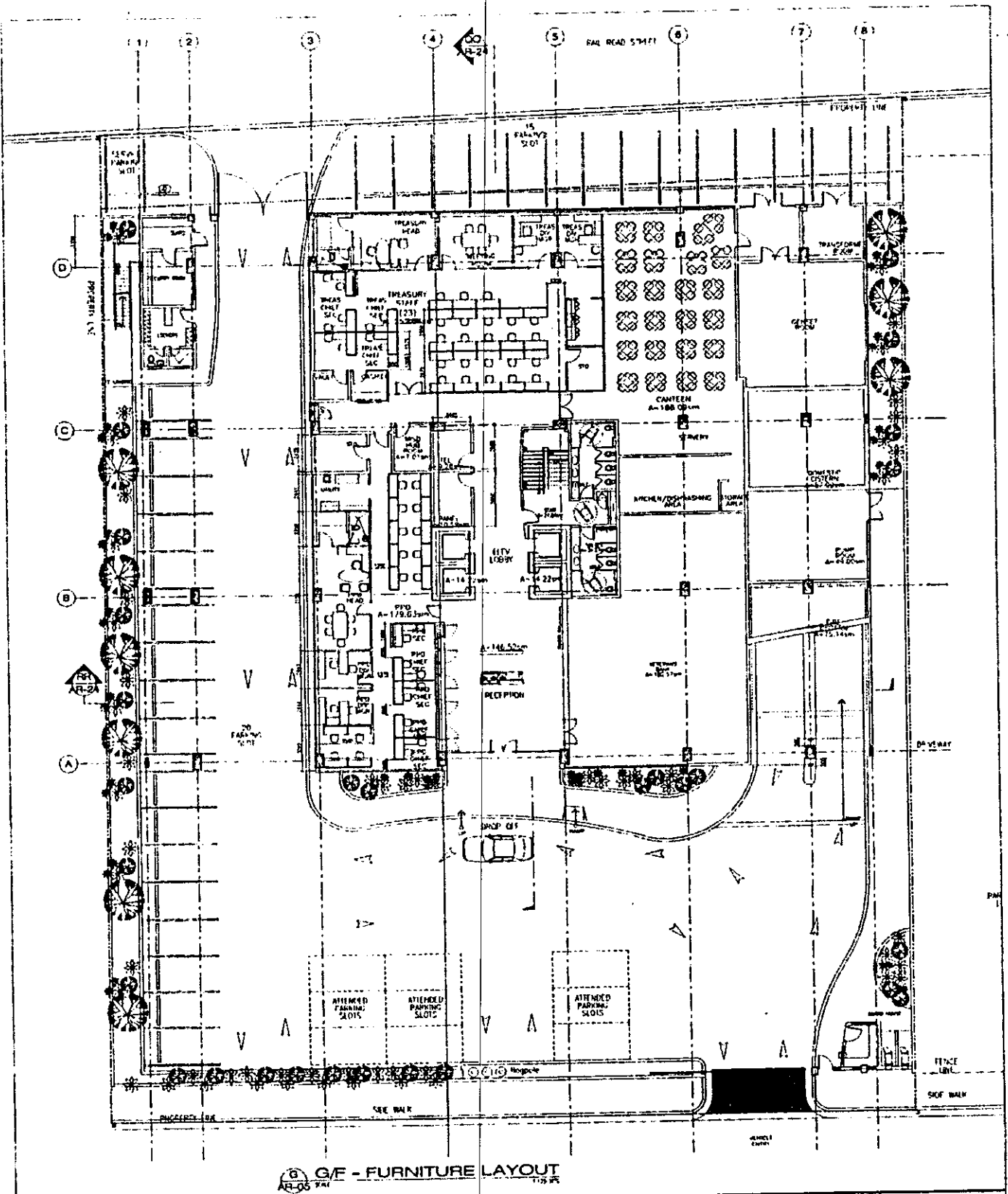
POINT PLAN

34/85


NOTE: THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY, AND SHOULD NOT BE CONSIDERED AS ITS FINAL AND/OR ACTUAL CONFIGURATION.

QVF 07.02  
T14






G/F - FURNITURE LAYOUT




PHILIPPINE PORTS  
AUTHORITY




Asian  
Terminals  
Incorporated


JOHN C. CRUZ, JR.      JAMES J. TAYLOR  
PRESIDENT      PRESIDENT



**F.F. CRUZ & CO., INC.**  
801 E. DELS SWIS RD. DAVAO CITY




**FREYSINET FILIPINAS CORP.**  
1000 S. DELS SWIS RD. DAVAO CITY




**MCINTIRE & CO., INC.**  
1000 S. DELS SWIS RD. DAVAO CITY


CONTRACTOR

 **F.F. CRUZ & CO., INC.**  
801 E. DELS SWIS RD. DAVAO CITY

ENGINEER

 **FREYSINET FILIPINAS CORP.**  
1000 S. DELS SWIS RD. DAVAO CITY

ARCHITECT

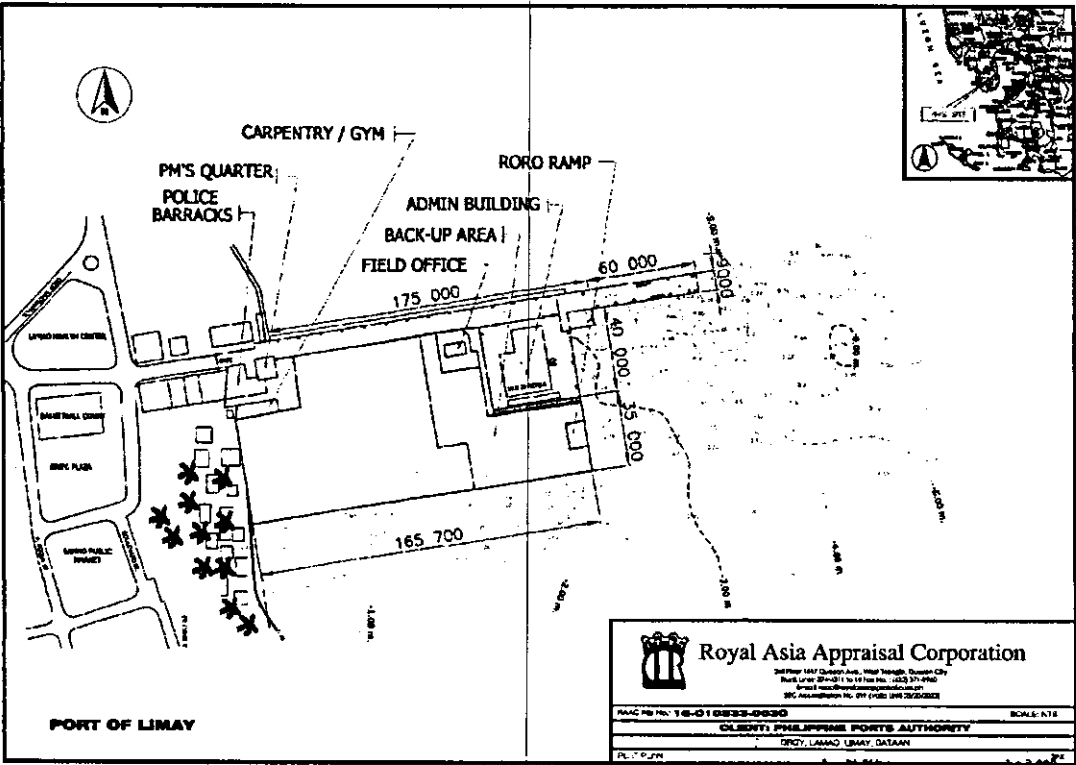
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1000 S. DELS SWIS RD. DAVAO CITY

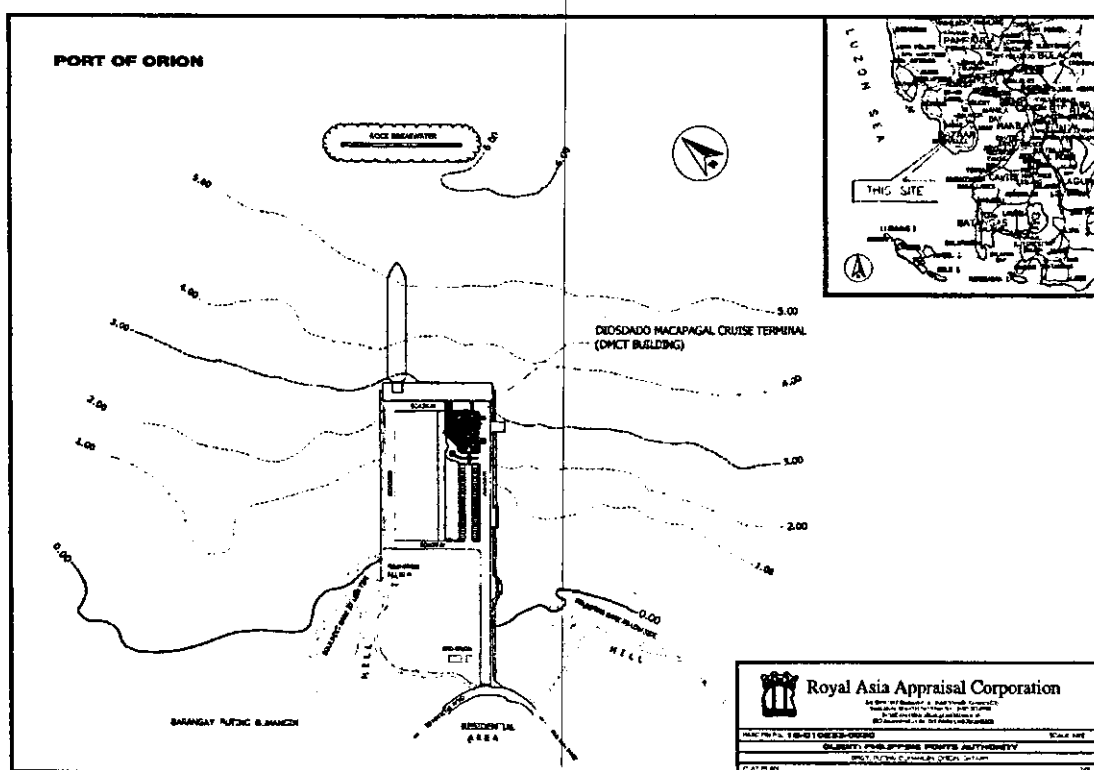
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7-STORY BUILDING  
Bonifacio Drive, South Harbor, Manila

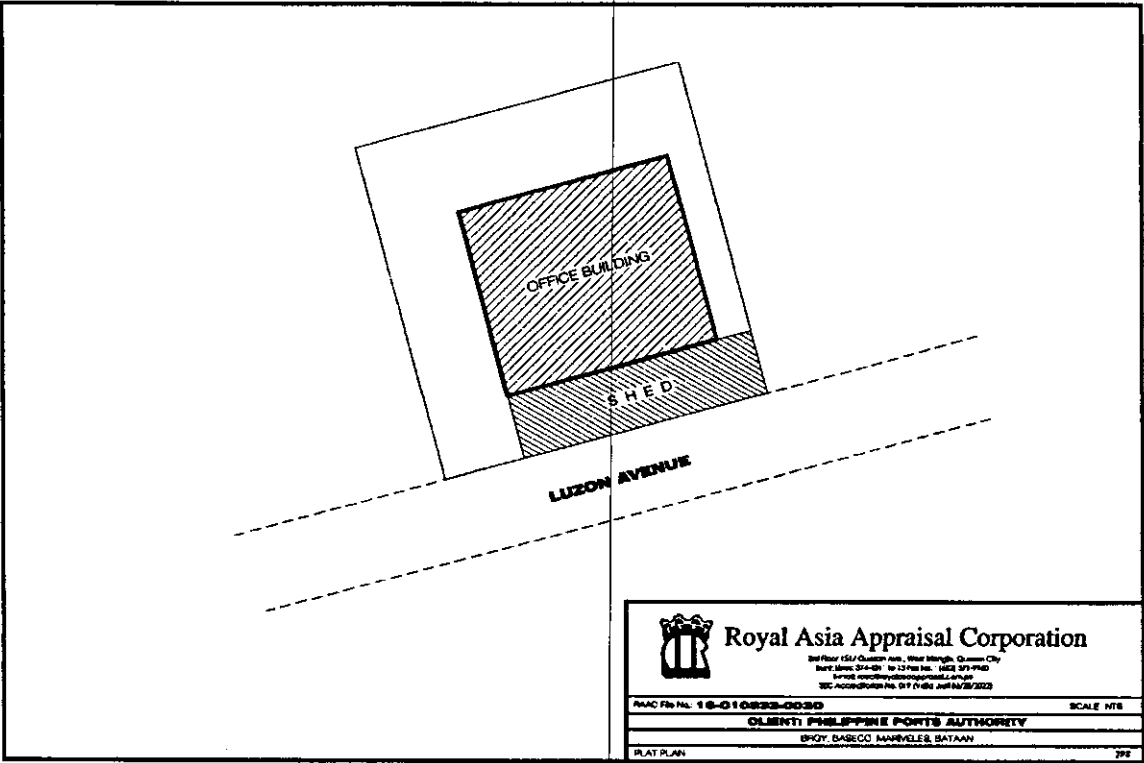
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Sheet Contents:  
S.D. DEPARTMENT, L.A. D.C.

AR-03  
5 | 56







**Royal Asia Appraisal Corporation**

3rd Floor 151/1 Quizon Ave., West Bldg., Quezon City  
Tel: (02) 574-0211 to 12 Fax No. (02) 571-9140  
E-mail: royalasiaappraisal@comcast.net  
SEC. Accreditation No. 017 (1984) and 018/20/2023

RAAC File No. **16-010833-0030**

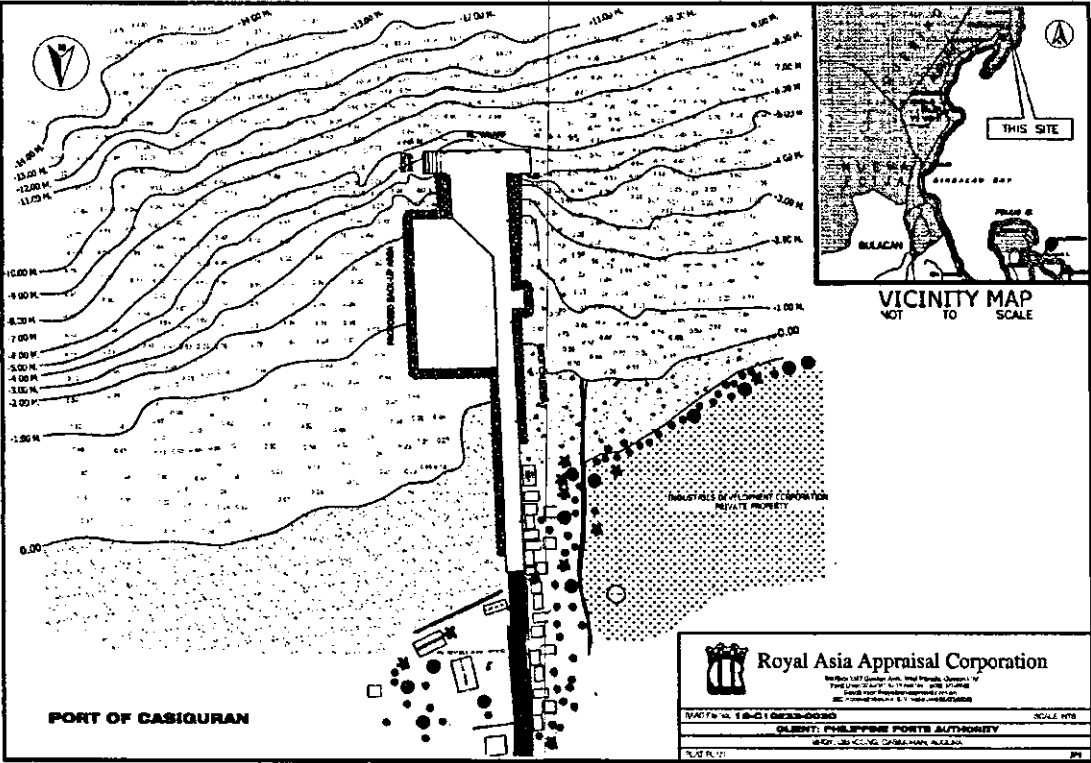
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**CLIENT: PHILIPPINE PORTS AUTHORITY**

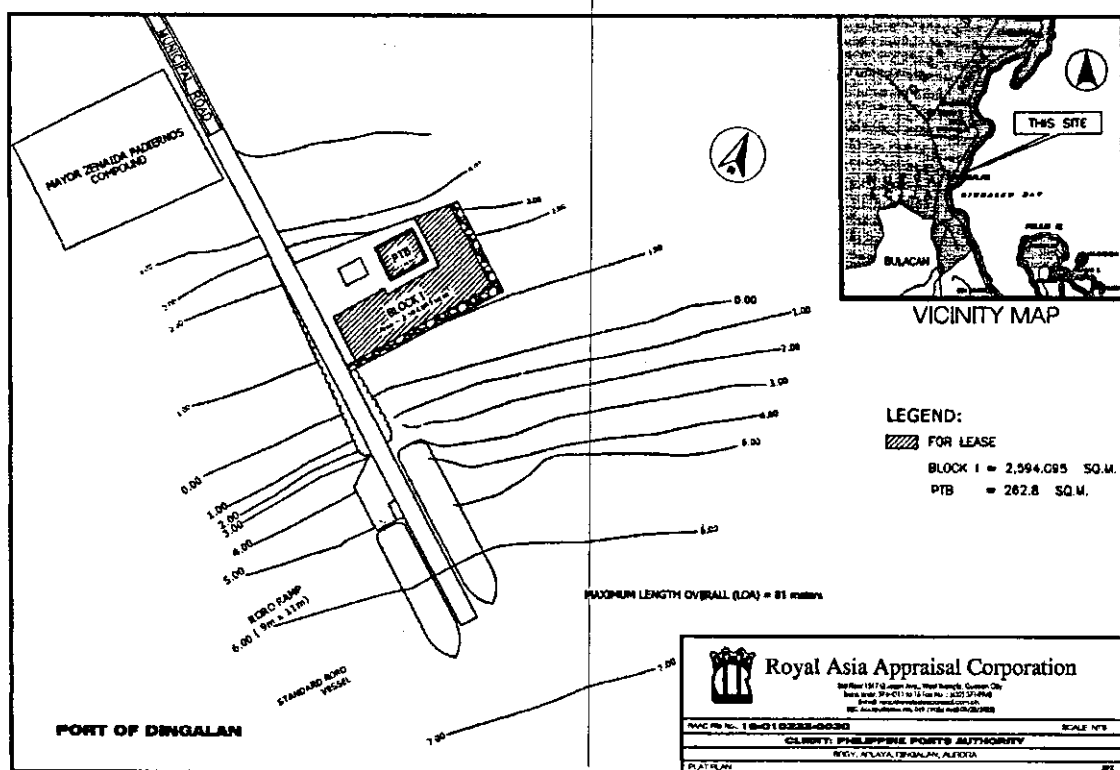
DRY, BASCO, MANUELES, SAMAAN

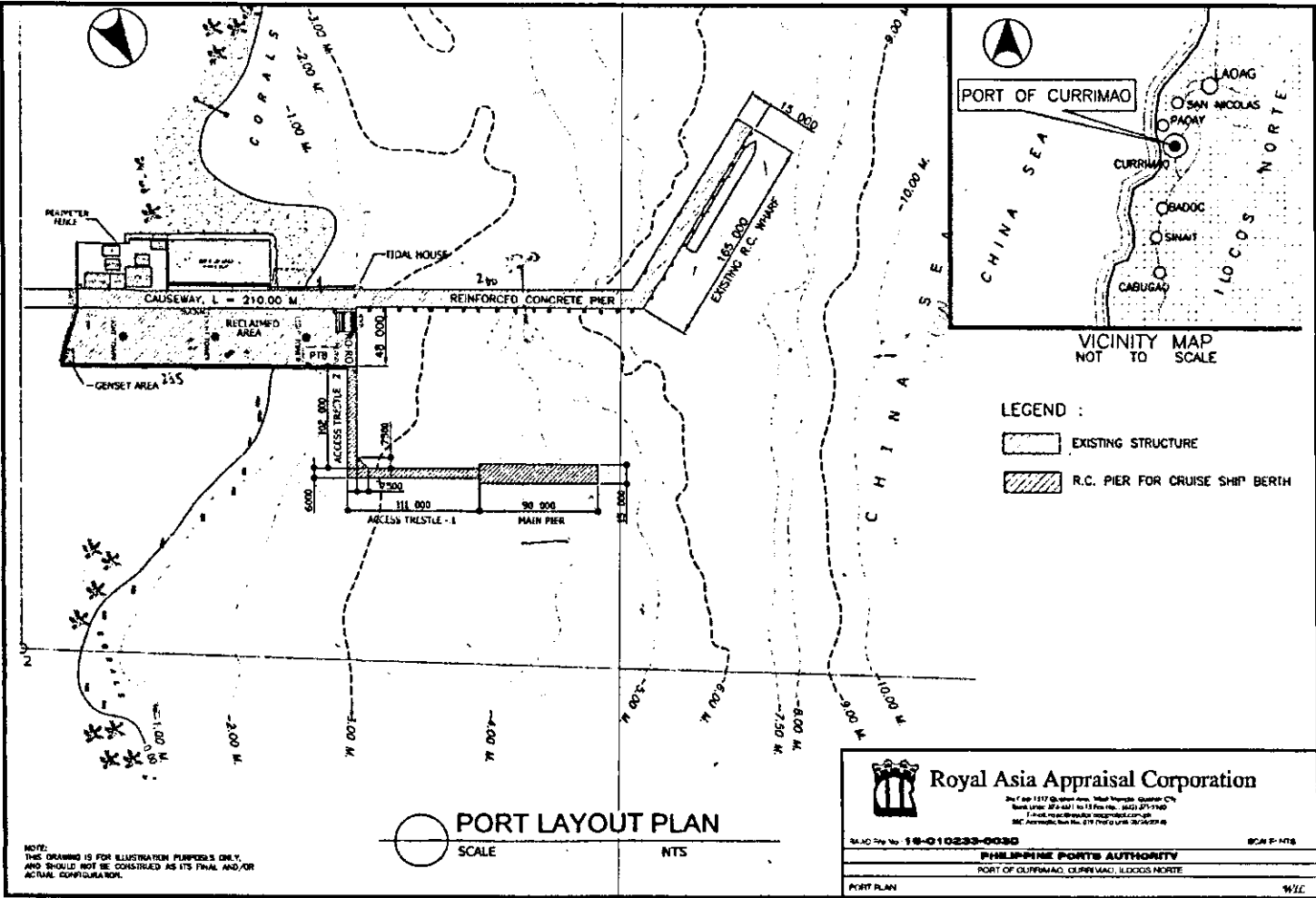
PLAT PLAN

292



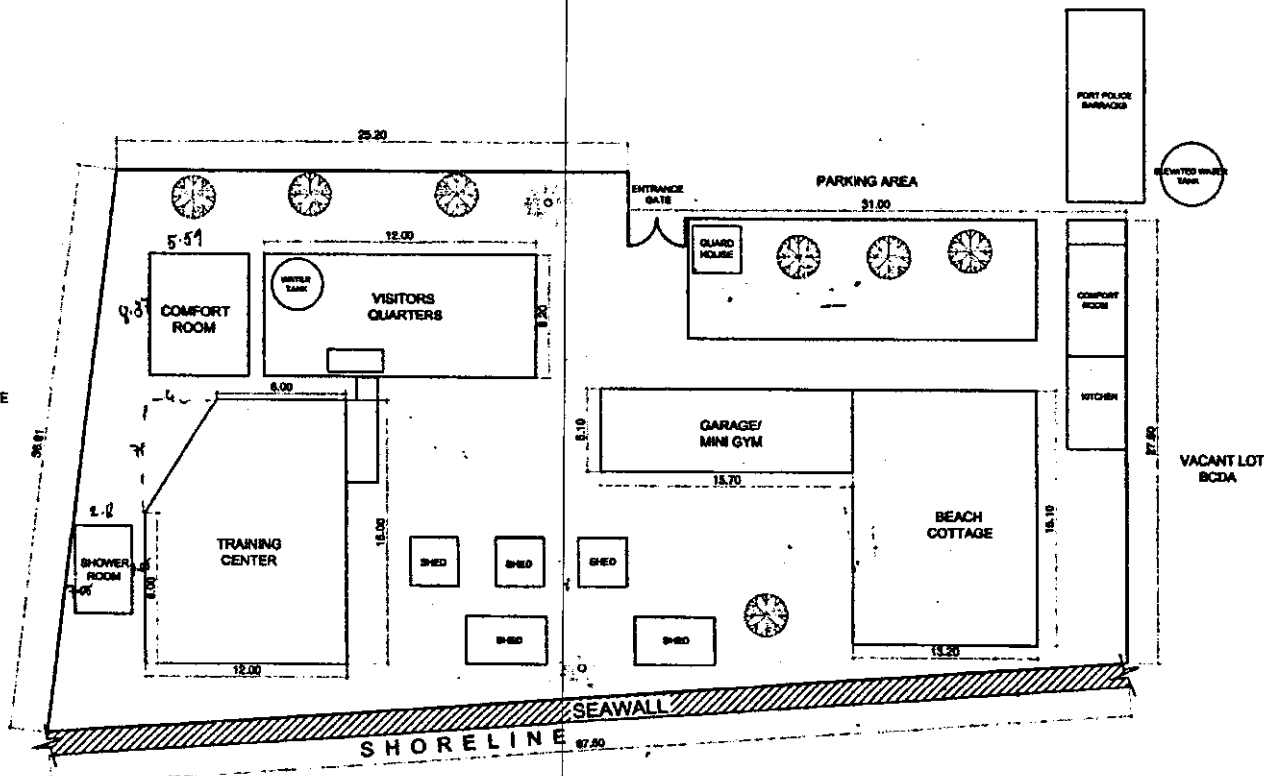








MIRAMONTE  
BEACH  
RESORT



NOTE:  
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LAYOUT PLAN OF PPA BEACH COTTAGE

SCALE

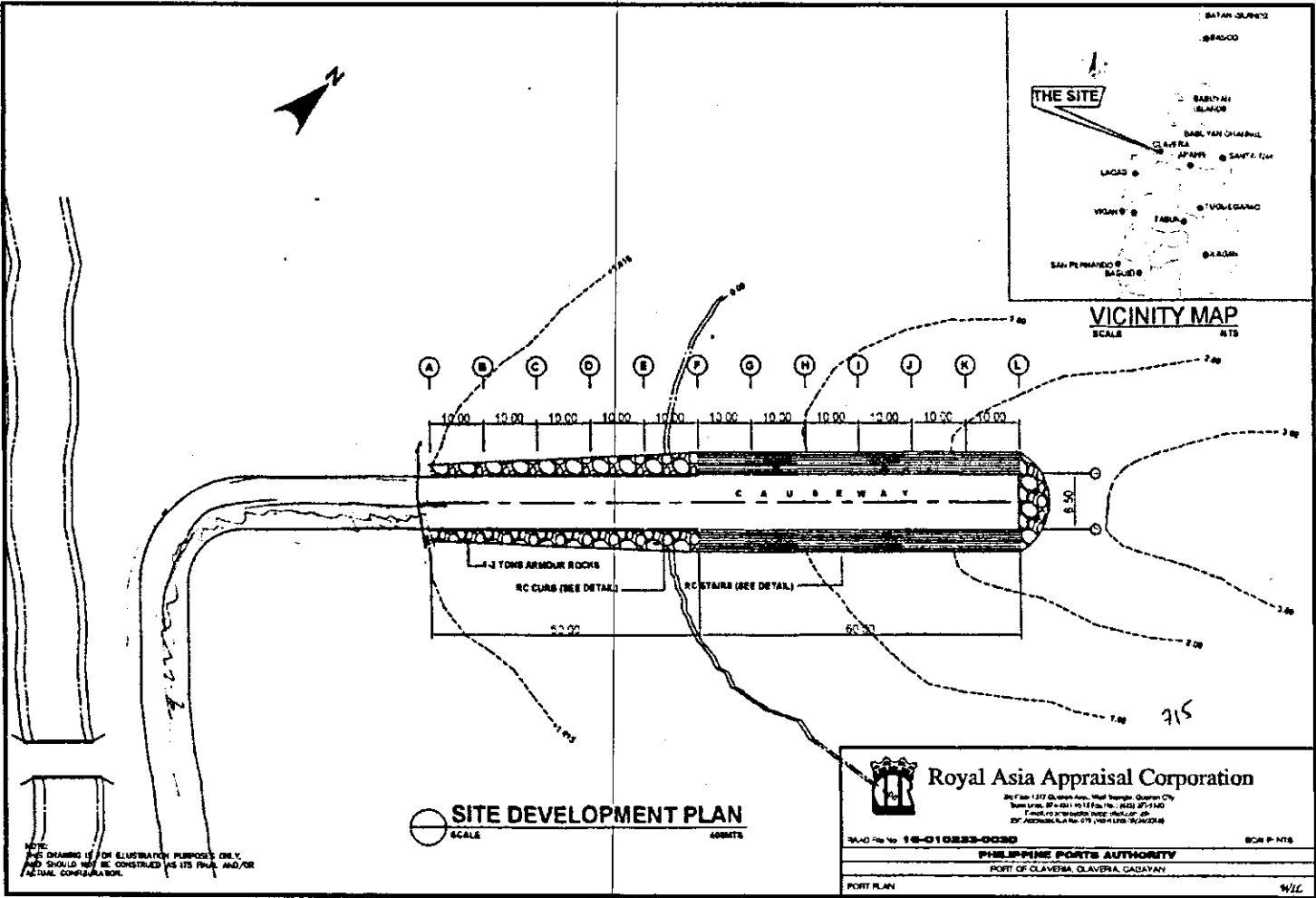


Royal Asia Appraisal Corporation

2nd Floor 117 Quirino Ave., West Triangle, Quezon City  
Bldg. Unit 204011 to 204012, Tel. (02) 271-1188  
E-mail: royal.asia@ppa.com.ph  
RAC Accredited, Reg. No. 019 (Issued 06/26/2014)

PROJECT No. 16-010333-0030	BCN P-1175
PHILIPPINE PORTS AUTHORITY	
PPA BEACH COTTAGE (DASAPORT), SAN FERNANDO CITY, LA UNION	
PORT PLAN	WLL

OMF 07.02





**Royal Asia Appraisal Corporation**

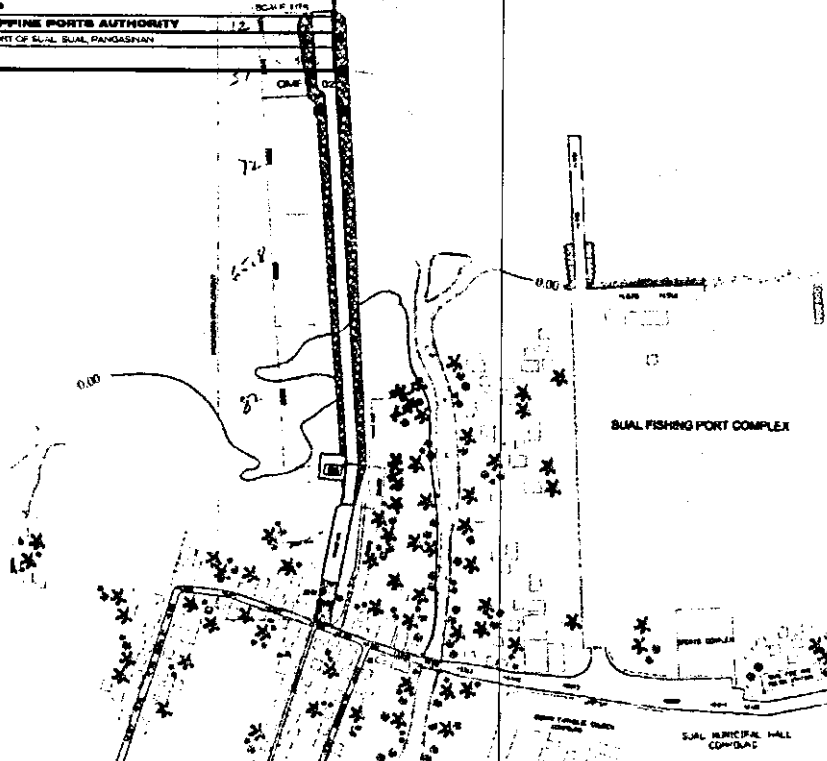
3d Floor, 97 Quater Ave., Westridge, Quezon City  
Phone No. 241 0118 (2 lines) - (02) 241 0118  
Fax No. 241 0118 (2 lines) - (02) 241 0118  
EPC No. 001-10-010000-0000

RANC No. 10-010000-0000

SCALE 1:1000

**PHILIPPINE PORTS AUTHORITY**  
PORT OF SUAL, PANGASINAN

PORT PLAN



**VICINITY MAP**  
NOT TO SCALE



**PORT LAYOUT PLAN**

PORT OF SUAL, PANGASINAN

NOTE:  
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# Royal Asia Appraisal Corporation

3rd Floor 1077 Davao Ave., 2nd Floor, Davao City  
Phone: (081) 421-1111 to 1115 (P.O. Box 1111)  
Fax: (081) 421-1115 (P.O. Box 1111)

Project No. RA-01-0000-0000

Scale: 1:1000

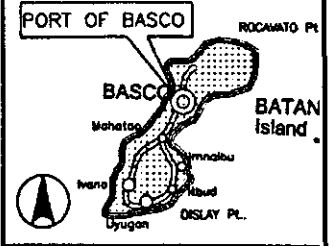
PHILIPPINE PORTS AUTHORITY

PORT OF BASCO, BASCO, BATANES

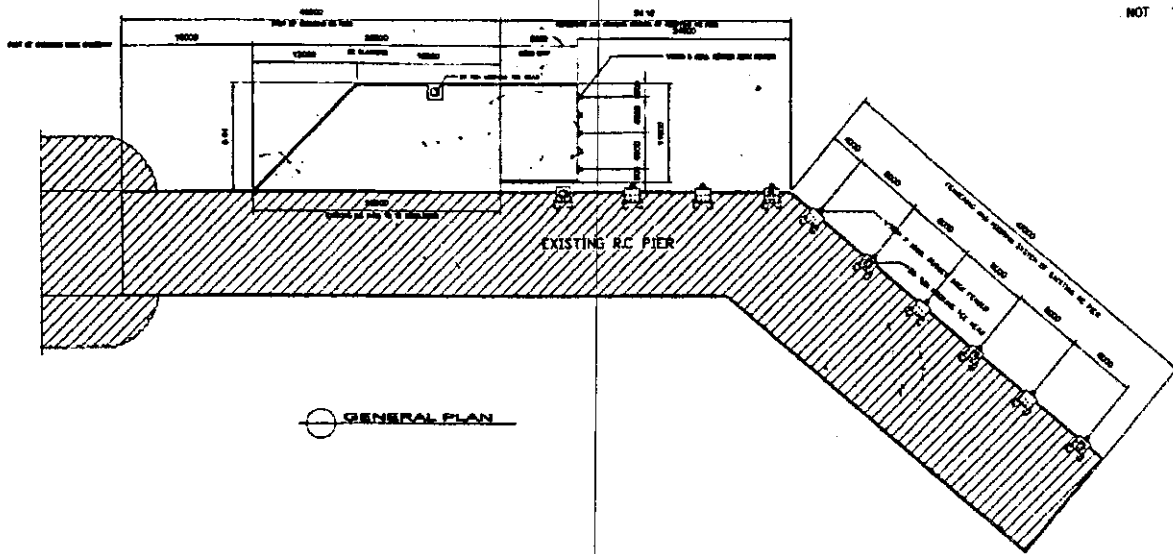
PORT PLAN

WTL

DATE: 01/02











VICINITY MAP  
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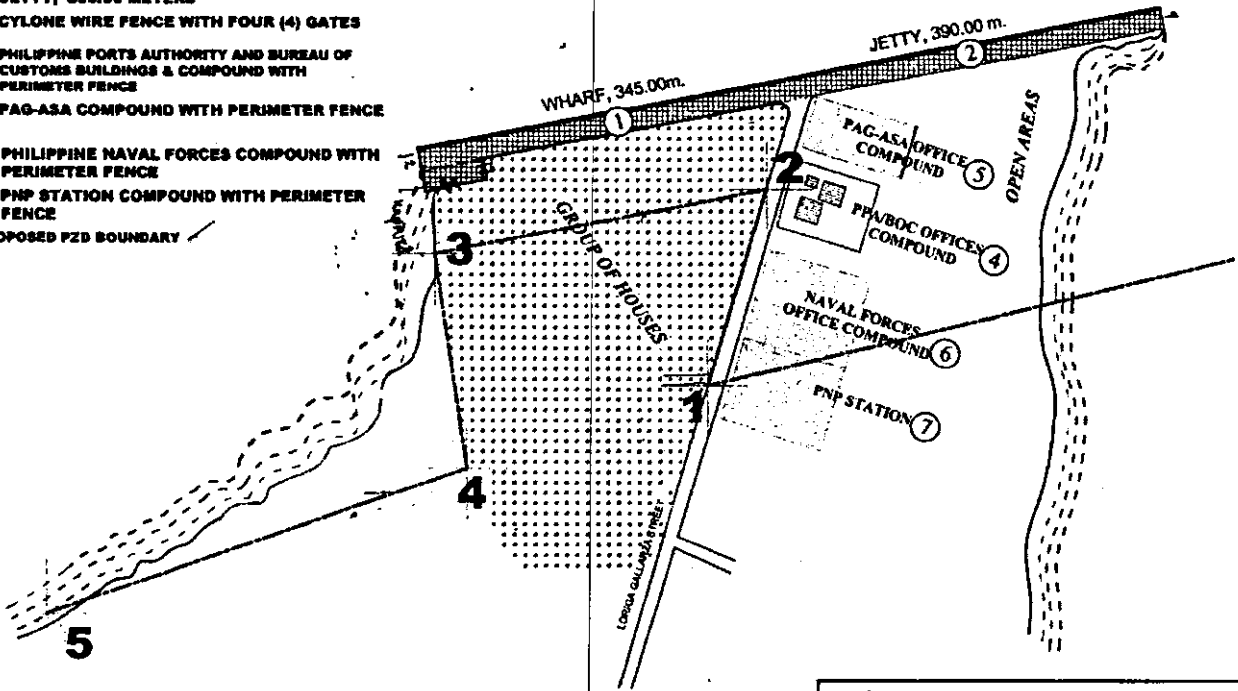


GENERAL PLAN

NOTES:  
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AND SHOULD NOT BE CONSIDERED AS ITS FINAL AND/OR  
AS BUILT. CONSULTATION.


**LEGEND:**  
**EXISTING FACILITIES:**

-  1. MARGINAL WHARF, 345.00 METERS
-  2. JETTY, 390.00 METERS
-  3. CYLONE WIRE FENCE WITH FOUR (4) GATES
-  4. PHILIPPINE PORTS AUTHORITY AND BUREAU OF CUSTOMS BUILDINGS & COMPOUND WITH PERIMETER FENCE
-  5. PAG-ASA COMPOUND WITH PERIMETER FENCE
-  6. PHILIPPINE NAVAL FORCES COMPOUND WITH PERIMETER FENCE
-  7. PNP STATION COMPOUND WITH PERIMETER FENCE
-  PROPOSED PZD BOUNDARY



**PORT LAYOUT PLAN**  
**PORT OF APARRI, CAGAYAN**

NOTE:  
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**Royal Asia Appraisal Corporation**  
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E-mail: royalasiaappraisal.com.ph  
RAC, Inc. 2000, Bldg. 1000, 2nd Floor, 1117 Quirson Ave.

SHAD File No. 16-010233-0030  
**PHILIPPINE PORTS AUTHORITY**  
PORT OF APARRI, APARRI, CAGAYAN

PORT PLAN  
W/C

SCA P. 1117



Royal Asia Appraisal Corporation

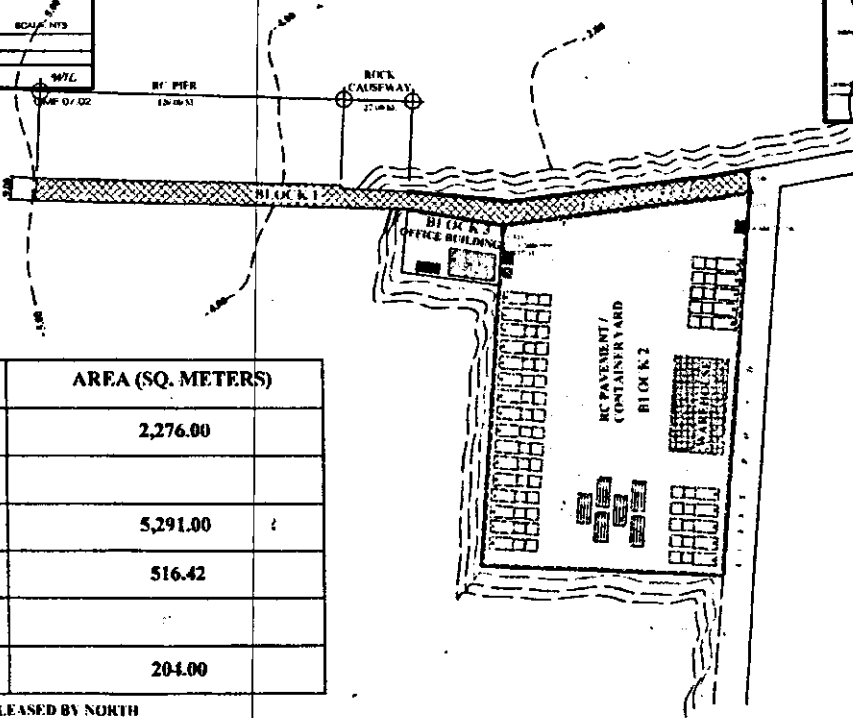
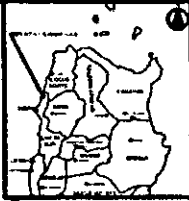
20 River View / Business Ave., West Hong Kong, China  
Tel: (852) 271 0111 to 1115 Fax: (852) 271 1160  
Email: royalasiaappraisal@netnet.hk  
VTC Registration No. 9417146 (4/98/747818)

HWAC No. 10-010333-0035

PHILIPPINE PORTS AUTHORITY

PORT OF SALOMAGUE, CAGUAI, ILOCOS SUR

PORT PLAN



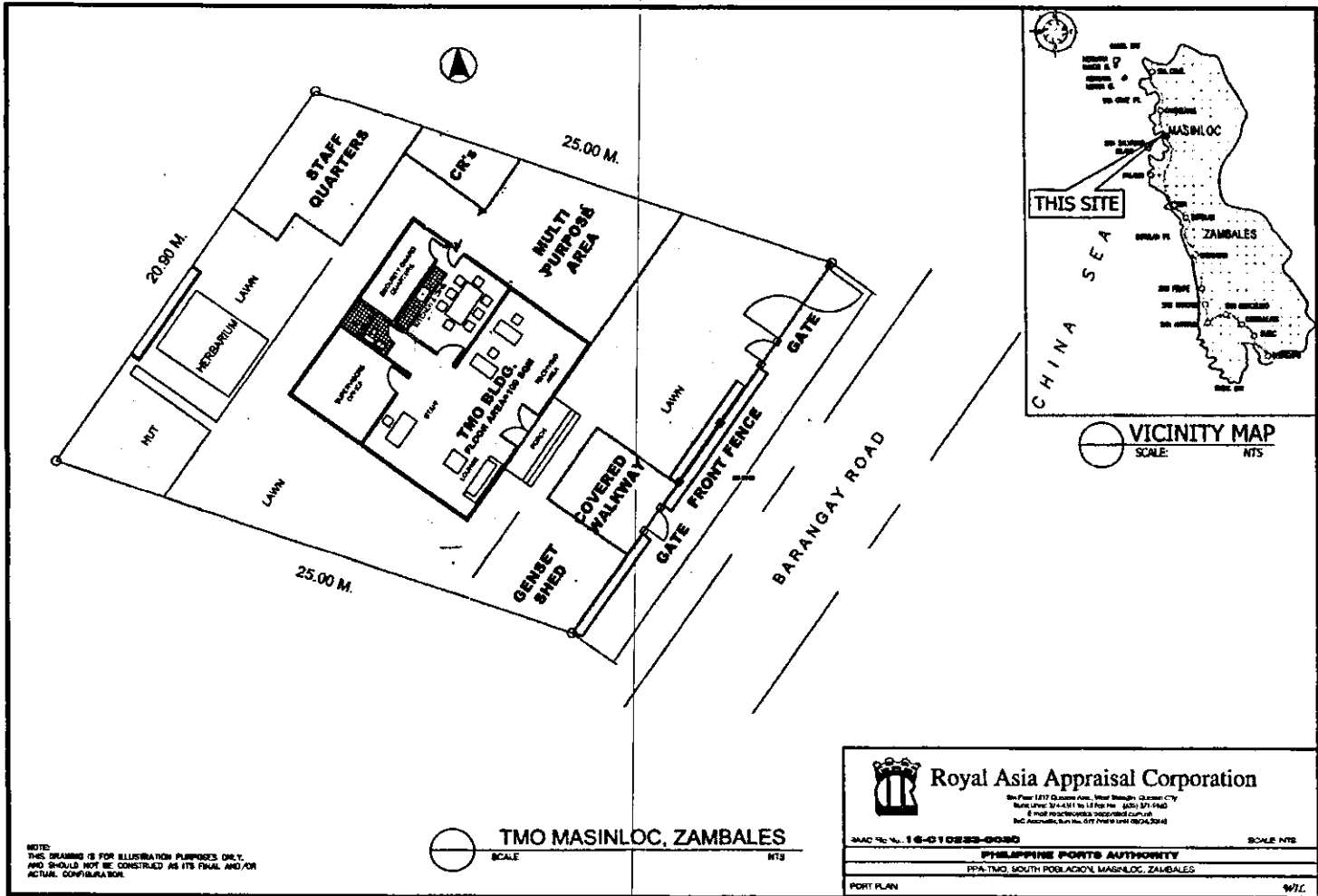
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RC PIER AND ROCK CAUSEWAY	2,276.00
BLOCK 2	
RC PAVEMENT/CONTAINER YARD	5,291.00
WAREHOUSE	516.42
BLOCK 3	
OFFICE BUILDING	204.00

NOTE: SALOMAGUE PORT IS PRESENTLY BEING LEASED BY NORTH QUADRANGLE CONTAINER SERVICES, INC.

LAYOUT PLAN  
**PORT OF SALOMAGUE**  
CAGUAI, ILOCOS SUR

NOTE:  
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ACTUAL CONFIGURATION.





ANNEX B

DISTRIBUTION OF SECURITY GUARDS

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

LOCATION		No. of GUARDS
PPA HEAD OFFICE		
H.O/PPATI/GAD CENTER		55
Total		55
PMO NCR - SOUTH		
Baseport & TMO Pasig		66
TMO Pasig		22
Total		88
PMO NCR - NORTH HARBOR		
Baseport		99
Radar Station, Corregidor		6
Total		105
PMO BATAAN/AURORA		
Baseport		24
Mariveles Collection Unit		3
Port of Orion		18
TMOs Dingalan, Casiguran		8
Total		53
PMO NORTHERN LUZON		
Baseport Curimao		21
TMO Zambales (Masinloc)		3
TMO Pangasinan		5
TMOs Batanes		5
Port of Salomague		6
TMO Aparri		3
Port of Claveria		3
Total		46
GRAND TOTAL		347

Signature

Name of Authorized Representative

Date

Name of Agency

**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 trainings/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 high school graduate;
6. Must have at least one (1) year experience in security work;
7. Must be of good moral character, 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 such 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: \_\_\_\_\_

FIREARMS, COMMUNICATIONS AND TRANSPORTATION MINIMUM REQUIREMENTS

The Winning Bidder shall deliver to the various offices of the PPA Port Security Cluster – National Capital Region (NCR), Central and Northern Luzon 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)
PPA Head Office	15	210	5	60
PMO NCR - South	23	322	7	84
PMO NCR - North	25	350	8	96
PMO Bataan/Aurora	12	168	6	72
PMO Northern Luzon	12	168	4	48
TOTAL	87	1218	30	360

b. Transportation Equipment (In good running condition) not below 2018 model.

PMOs	4 Wheel Vehicle (No less than 2.0L engine with fuel allocation 120 Ltrs. Per Month)	Motorcycle (No less than 150cc with fuel allocation 60 Ltrs. Per Month)	Bicycle (Mt. Bike)
PPA Head Office	1 unit	1 unit	1 unit
PMO NCR - South	1 unit	1 unit	1 unit
PMO NCR - North	1 unit	1 unit	1 unit
PMO Bataan/Aurora	1 unit	1 unit	2 unit
PMO Northern Luzon	1 unit	1 unit	2 units
TOTAL	5 units	5 units	7 units

c. Other Security Equipment Requirements

PMOs	Reserved Battery Pack	VHF Radio	Radio Base (with antenna)	Radio Repeater	Cell phone (Android w/500 load/month)	Computer set with Printer
PPA Head Office	11	21	1	1	1	1
PMO NCR - South	15	30	1	1	1	1
PMO NCR - North	17	33	1	1	1	1
PMO Bataan/Aurora	9	18	1	1	1	1
PMO Northern Luzon	10	20	1	1	1	1
TOTAL	62	122	5	5	5	5

PMOs	Ostrich Mirror	Halogen Searchlight	Mega Phone	Raincoat and Boots	Emergency Light	Metal Detector
PPA Head Office	5	5	3	27	4	4
PMO NCR - South	5	5	3	44	5	3
PMO NCR - North	5	6	3	53	6	6
PMO Bataan/Aurora	5	9	5	26	9	8
PMO Northern Luzon	8	9	5	23	9	6
TOTAL	28	34	19	169	33	27

d. Security Guard Paraphernalia

Paraphernalia	PPA Head Office	PMO NCR- South	PMO NCR-North	PMO Bataan/ Aurora	PMO Northern Luzon	Total
Head gear	55	88	105	53	46	347
Whistle with lanyard	55	88	105	53	46	347
Nightstick Baton	55	88	105	53	46	347
Rechargeable LED Flash light	55	88	105	53	46	347
Tear gas canister	55	88	105	53	46	347
First aid kit	55	88	105	53	46	347
Service Shoes (Black)	55	88	105	53	46	347
Traffic Vest	55	88	105	53	46	347
Handcuff	55	88	105	53	46	347

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Representative

Date: \_\_\_\_\_

ANNEX “E”

SUMMARY OF FINANCIAL OFFER

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

LOCATION	No. of GUARDS	AMOUNT/ GUARD/MONTH NUMBER OF	TOTAL MONTHLY CONTRACT RATE
<b>PPA HEAD OFFICE</b>			
H.O/PPATI/GAD CENTER	55		
<b>Total</b>	<b>55</b>		
<b>PMO NCR - SOUTH</b>			
Baseport & TMO Pasig	66		
TMO Pasig	22		
<b>Total</b>	<b>88</b>		
<b>PMO NCR - NORTH HARBOR</b>			
Baseport	99		
Radar Station, Corregidor	6		
<b>Total</b>	<b>105</b>		
<b>PMO BATAAN/AURORA</b>			
Baseport	24		
Mariveles Collection Unit	3		
Port of Orion	18		
TMOs Dingalan, Casiguran	8		
<b>Total</b>	<b>53</b>		
<b>PMO NORTHERN LUZON</b>			
Baseport Curimao	21		
TMO Zambales (Masinloc)	3		
TMO Pangasinan	5		
TMOs Batanes	5		
Port of Salomague	6		
TMO Aparri	3		
Port of Claveria	3		
<b>Total</b>	<b>46</b>		
<b>GRAND TOTAL</b>	<b>347</b>		

X12 Months

**TOTAL      PHP.** \_\_\_\_\_

TOTAL PROPOSED CONTRACT RATE FOR 12 MONTHS _____	
_____	

Signature

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Agency

FINANCIAL OFFER

Baseport NCR North Harbor, South Harbor TMO- Pasig  
and PPA Head Office

(PADPAO RATE FOR Wage Order No. National Capital Region - 23)  
*Eight (8) Hours duty, daily including Sundays or rest days, Special Days and Holidays*

AMOUNT PAYABLE TO GUARDS

Applicable Daily Rate (ADR) \_\_\_\_\_  
Average Monthly Basic Pay (AMBP) \_\_\_\_\_  
*(ADR X No. Of days/yr. / 12)*  
Night Premium Pay *(AMBP x 10% x 1 / 3 (x1 /2)* \_\_\_\_\_  
13<sup>th</sup> Month Pay *(ADR x 365 / 12 /12)* \_\_\_\_\_  
5 Days Service Incentive Leave (SIL) \_\_\_\_\_  
*(ADR x 5/12)*  
Uniform Allowance (R.A. 5487) \_\_\_\_\_  
  
Total (Directly to Guard)

EMPLOYER'S CONTRIBUTION TO  
GOVERNMENT IN FAVOR TO GUARD

Retirement Pay (R.A 7641) \_\_\_\_\_  
*(ADR x 15days) + (1/12 Months 13<sup>th</sup> Mo. Pay) + (5 Days SIL)*  
SSS Contribution *(January 2023)* \_\_\_\_\_  
Philhealth CONTRIBUTION *(January 2022)* \_\_\_\_\_  
State Insurance Fund \_\_\_\_\_  
PAG-IBIG Contribution *(PER R.A 7742)* \_\_\_\_\_  
Total

A. TOTAL AMOUNT PAYABLE TO GUARD  
& GOVERNMENT

B. ADMINISTRATIVE OVERHEAD & MARGIN

C. VALUE ADDED TAX (VAT) 12% (D)

TOTAL CONTRACT RATE/GUARD/MONTH

Php. \_\_\_\_\_

TOTAL AMOUNT IN WORDS:

Name of Agency:

Name of Authorized Representative  
Signature

FINANCIAL OFFER

Baseport Curimao, San Fernando La union TMOs Pangasinan, Salomague  
(PADPAO RATE FOR Region I ILOCOS Wage Order No. RB I -22)  
*Eight (8) Hours duty, daily including Sundays or rest days, Special Days and Holidays*

AMOUNT PAYABLE TO GUARDS

Applicable Daily Rate (ADR)	_____
Average Monthly Basic Pay (AMBP)	_____
<i>(ADR X No. Of days/yr. / 12)</i>	
Night Premium Pay <i>(AMBP x 10% x 1 / 3 (x1 / 2)</i>	_____
13 <sup>th</sup> Month Pay <i>(ADR x 365 / 12 / 12)</i>	_____
5 Days Service Incentive Leave (SIL)	_____
<i>(ADR x 5/12)</i>	
Uniform Allowance (R.A. 5487)	_____

Total (Directly to Guard)

EMPLOYER'S CONTRIBUTION TO  
GOVERNMENT IN FAVOR TO GUARD

Retirement Pay (R.A 7641)	_____
<i>(ADR x 15days) + (1/12 Months 13<sup>th</sup> Mo. Pay) + (5 Days SIL)</i>	
SSS Contribution (January 2023)	_____
Philhealth Contribution (January 2022)	_____
State Insurance Fund	_____
PAG-IBIG Contribution (PER R.A 7742)	_____

Total

A. TOTAL AMOUNT PAYABLE TO GUARD  
& GOVERNMENT

\_\_\_\_\_

B. ADMINISTRATIVE OVERHEAD & MARGIN

\_\_\_\_\_

C. VALUE ADDED TAX (VAT) 12% (D)

\_\_\_\_\_

TOTAL CONTRACT RATE/GUARD/MONTH

\_\_\_\_\_

Php. \_\_\_\_\_

TOTAL AMOUNT IN WORDS:

Name of Agency:

Name of Authorized Representative  
Signature



FINANCIAL OFFER

Batanes, Aparri and Claveria  
Region II Cagayan Valley  
(PADPAO RATE FOR Region II – Cagayan Valley Wage Order No. RTWPB II-21)  
*Eight (8) Hours duty, daily including Sundays or rest days, Special Days and Holidays*

AMOUNT PAYABLE TO GUARDS

Applicable Daily Rate (ADR) \_\_\_\_\_  
Average Monthly Basic Pay (AMBP) \_\_\_\_\_  
*(ADR X No. Of days/yr. / 12)*  
Night Premium Pay *(AMBP x 10% x 1 / 3 (x1 / 2)* \_\_\_\_\_  
13<sup>th</sup> Month Pay *(ADR x 365 / 12 / 12)* \_\_\_\_\_  
5 Days Service Incentive Leave (SIL) \_\_\_\_\_  
*(ADR x 5/12)*  
Uniform Allowance (R.A. 5487) \_\_\_\_\_  
  
Total (Directly to Guard)

EMPLOYER'S CONTRIBUTION TO  
GOVERNMENT IN FAVOR TO GUARD

Retirement Pay (R.A 7641) \_\_\_\_\_  
*(ADR x 15days) + (1/12 Months 13<sup>th</sup> Mo. Pay) + (5 Days SIL)*  
SSS Contribution *(January 2023)* \_\_\_\_\_  
Philhealth Contribution *(January 2022)* \_\_\_\_\_  
State Insurance Fund \_\_\_\_\_  
PAG-IBIG Contribution *(PER R.A 7742)* \_\_\_\_\_  
Total

A. TOTAL AMOUNT PAYABLE TO GUARD  
& GOVERNMENT

B. ADMINISTRATIVE OVERHEAD & MARGIN

C. VALUE ADDED TAX (VAT) 12% (D)

TOTAL CONTRACT RATE/GUARD/MONTH

Php. \_\_\_\_\_

TOTAL AMOUNT IN WORDS:

Name of Agency:

Name of Authorized Representative  
Signature

ANNEX "E"

FINANCIAL OFFER

Baseport Lamao/Bataan, Corregidor, Zambales, Mariveles Collection Unit  
and Orion

(PADPAO RATE FOR Region III Central Luzon - Wage Order No. RB-III 23)  
*Eight (8) Hours duty, daily including Sundays or rest days, Special Days and Holidays*

AMOUNT PAYABLE TO GUARDS

Applicable Daily Rate (ADR) \_\_\_\_\_  
Average Monthly Basic Pay (AMBP) \_\_\_\_\_  
*(ADR X No. Of days/yr. / 12)*  
Night Premium Pay *(AMBP x 10% x 1 / 3 (x1 / 2)* \_\_\_\_\_  
13<sup>th</sup> Month Pay *(ADR x 365 / 12 / 12)* \_\_\_\_\_  
5 Days Service Incentive Leave (SIL) \_\_\_\_\_  
*(ADR x 5/12)*  
Uniform Allowance (R.A. 5487) \_\_\_\_\_  
  
Total (Directly to Guard)

EMPLOYER'S CONTRIBUTION TO  
GOVERNMENT IN FAVOR TO GUARD

Retirement Pay (R.A 7641) \_\_\_\_\_  
*(ADR x 15days) + (1/12 Months 13<sup>th</sup> Mo. Pay) + (5 Days SIL)*  
SSS Contribution *(January 2023)* \_\_\_\_\_  
Philhealth Contribution (January 2022) \_\_\_\_\_  
State Insurance Fund \_\_\_\_\_  
PAG-IBIG Contribution (PER R.A 7742) \_\_\_\_\_  
Total

A. TOTAL AMOUNT PAYABLE TO GUARD  
& GOVERNMENT

B. ADMINISTRATIVE OVERHEAD & MARGIN

C. VALUE ADDED TAX (VAT) 12% (D)

TOTAL CONTRACT RATE/GUARD/MONTH

Php. \_\_\_\_\_

TOTAL AMOUNT IN WORDS:

Name of Agency:

Name of Authorized Representative  
Signature

ANNEX "E"

FINANCIAL OFFER

Dingalan and Casiguran

(PADPAO RATE FOR Region III Central Luzon Wage Order No. RB III-23)  
Eight (8) Hours duty, daily including Sundays or rest days, Special Days and Holidays

AMOUNT PAYABLE TO GUARDS

Applicable Daily Rate (ADR)	_____
Average Monthly Basic Pay (AMBP) <i>(ADR X No. Of days/yr. / 12)</i>	_____
Night Premium Pay <i>(AMBP x 10% x 1 / 3 (x1 / 2)</i>	_____
13 <sup>th</sup> Month Pay <i>(ADR x 365 / 12 / 12)</i>	_____
5 Days Service Incentive Leave (SIL) <i>(ADR x 5 / 12)</i>	_____
Uniform Allowance (R.A. 5487)	_____
Total (Directly to Guard)	

EMPLOYER'S CONTRIBUTION TO  
GOVERNMENT IN FAVOR TO GUARD

Retirement Pay (R.A 7641) <i>(ADR x 15days) + (1 / 12 Months 13<sup>th</sup> Mo. Pay) + (5 Days SIL)</i>	_____
SSS Contribution <i>(January 2023)</i>	_____
Philhealth Contribution <i>(January 2022)</i>	_____
State Insurance Fund	_____
PAG-IBIG Contribution (PER R.A 7742)	_____
Total	

A. TOTAL AMOUNT PAYABLE TO GUARD  
& GOVERNMENT

\_\_\_\_\_

B. ADMINISTRATIVE OVERHEAD & MARGIN

\_\_\_\_\_

C. VALUE ADDED TAX (VAT) 12% (D)

\_\_\_\_\_

TOTAL CONTRACT RATE/GUARD/MONTH

\_\_\_\_\_

Php. \_\_\_\_\_

TOTAL AMOUNT IN WORDS:

Name of Agency:

Name of Authorized Representative  
Signature

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 has reference to your Invitation to Bid for the **Procurement of Security Services for the Port Security Cluster National Capital Region, Central and Northern Luzon Comprising PPA Head Office, Port Management Offices (PMOs) of NCR – South, NCR – North, Bataan/Aurora, Northern Luzon 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 hereby commit to pay 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 \_\_\_\_\_, 2023 at \_\_\_\_\_, Philippines

\_\_\_\_\_  
**Affiant**

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_, issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

**NOTARYPUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2023

***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).

## **Section IX. Bidding Forms**



Bid Form for the Procurement of Goods  
[shall be submitted with the Bid]

**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: \_\_\_\_\_  
Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_  
Date: \_\_\_\_\_

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, 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, 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, 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]

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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:

[illegible]

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

**Name and Signature of Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

