



Republic of the Philippines
Department of Agriculture

PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY

**BIDDING DOCUMENTS
FOR THE

PROCUREMENT OF
SECURITY SERVICES FOR
PFDA CENTRAL OFFICE AND
SUAL FISH PORT**

February 2023

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Section I. Invitation to Bid



Republic of the Philippines
Department of Agriculture

PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY

INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES FOR PFDA CENTRAL OFFICE AND SUAL FISH PORT

1. The **PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY (PFDA)**, through the *Corporate Budget for the contract approved by the governing Board* intends to apply the sum of **FOUR MILLION FIVE HUNDRED FIFTEEN THOUSAND PESOS (P4,515,000.00)** being the Approved Budget for the Contract (ABC) for a period of one (1) year as payments under the contract for ***The Procurement of Security Services for PFDA Central Office and Sual Fish Port***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PFDA, now invites bids from eligible bidders for the supply of fourteen (14) security guards to be deployed at PFDA-Central Office and Sual Fish Port, including supplies and equipment in accordance with Section VI – Schedule of Requirements. The contract shall be for a period of three (3) years. Bidders should have completed within the past three (3) 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.

3. 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, otherwise known as the “Government Procurement Reform Act”.

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 RA5183.

4. Interested bidders may obtain further information from PFDA and inspect the Bidding Documents at the address given below during office days, from 8:00 am to 4:00 pm.

5. A complete set of Bidding Documents may be acquired by interested bidders from the Special Bids and Awards Committee (SBAC) Secretariat, in the amount of **₱5,000.00**, on the following schedules and venue:

Schedules	Venue
February 14 – March 06, 2023	PFDA — Central Office, Diliman, Quezon City

6. The Philippine Fisheries Development Authority will hold a **Pre-Bid Conference** on **February 21, 2023 at 10:00am** at the PFDA Central Office which shall be open to prospective bidders.

7. Bids must be duly received by the SBAC Secretariat through manual submission at the said venue **on or before March 06, 2023; 8:00am**. Late bids shall not be accepted.

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

9. Bid opening shall be on **March 06, 2023; 10:00 am** at the PFDA Central Office. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. In observance with the protocol on social distancing, only one (1) designated/authorized representative per company shall be allowed to participate and/or attend in the conduct of the bidding activities.

11. Department of Agriculture - Philippine Fisheries Development Authority does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party. Any sort of this kind shall be reported immediately to the Office of the General Manager or the National Bureau of Investigation for entrapment and proper investigation.

12. The Philippine Fisheries Development Authority (PFDA) 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 Section 35.6 and 41 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

Mr. Aaron Amberson A. Dalisay
Acting Head, PFDA-SBAC Secretariat
PCA Annex Bldg.
Elliptical Road, Diliman, Quezon City
sbac.co@pfda.gov.ph


14. You may visit the following websites for downloading of Bidding Documents:


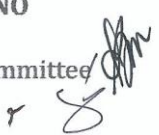
Copy of the ITB will be uploaded here:

<https://pfda.gov.ph/index.php/bac/invitation-list>

Per PhilGEPS Advisory No. 11 - PhilGEPS Alternative Posting Tool, copy of the Bid Documents will be uploaded here:

<https://notices.ps-philgeps.gov.ph/main/index.php>


THADEUS A. MARIANO
Chairperson
Special Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

1.1. The Philippine Fisheries Development Authority (PFDA) hereinafter referred to as the “PROCURING ENTITY”, wishes to receive Bids for the Procurement of Security Services for PFDA Central Office and Sual Fish Port.

1.2. The Procurement Project (referred to herein as “Project”) is composed of Procurement of Security Services, the details of which are described in Section VII (Technical Specifications).

2. Source of Funds

2.1 The Government of the Philippines (GOP) through the source of funding as indicated below for FY 2023 in the amount of FOUR MILLION FIVE HUNDRED FIFTEEN THOUSAND PESOS (₱4,515,000.00).

2.2 The source of funding is the PFDA Corporate Operating Budget (COB) for FY 2023.

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 SBAC 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 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, the Bidder must have completed a single contract that is similar to this Project, equivalent to at least Fifty Percent (50%) of the ABC.

5.3 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 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 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 IX (Checklist of Technical and Financial Documents)**.

10.2 The Bidder's SLCC as indicated in **ITB** 5.2 should have been completed within three years (3) 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 SBAC 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 IX (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 one hundred twenty (120) calendar days from the Bid Submission. 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

15.1 Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its Bid.

15.2 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.

16. Deadline for Submission of Bids

16.1 The Bidders shall submit on the specified date and time as indicated in the **IB**.

17. Opening and Preliminary Examination of Bids

17.1 The SBAC 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 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 SBAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The SBAC 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 lot 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 SBAC 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**.

Section III. Bid Data Sheet

ITB Clause	SPECIFIC INFORMATION/REQUIREMENTS
5.3	<p>For this purpose, contracts similar to the Project shall:</p> <p>a. For the procurement of Security Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
14.1	<p>The bid security shall be in form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>1. The amount of not less than ₱ 90,300.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>2. The amount of not less than ₱ 225,750.00 if bid security is in Surety Bond.</p>
20.2	<p>Proof of on-time remittances of statutory contributions to SSS, Pag-ibig, and Philhealth for the last six (6) months. The schedule of payments are prescribed under SSS Circular No. 2020-033-B, HDMF Circular No. 275, and Philhealth Circular No. 2020-0005 and Philhealth Official Statement dated January 5, 2021.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

1.1. 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.

1.2. 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.

1.3. 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

4.1 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.

4.2 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

5.1 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.

5.2 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

6.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

6.2 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

GCC Clause	SPECIAL CONDITIONS OF CONTRACT
1	<p>Delivery and Documents –</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>The delivery terms applicable to this Contract are delivered to PFDA Central Office Building at PCA Annex I Bldg. Elliptical Road,. Diliman Quezon City. 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 Sites are the following:</p> <p>a.) PFDA Central Office - Administrative Services Department – General Services Division.</p> <p>b.) PFDA Sual Fish Port - Port Manager, SFP</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</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</p>

	<p>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> <p>Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The PROCURING ENTITY shall be billed monthly and shall pay within fifteen (15) calendar days upon receipt of the statement of account from the SERVICE PROVIDER unless there shall be any points of verification needed in the processing of the payment. The statement of account or billing for the services rendered by the SERVICE PROVIDER shall always be supported by adequate and appropriate supporting documents or receipts (properly accomplished daily attendance sheets, payroll or pay slips, SSS, PhilHealth, and Pag-IBIG remittances)</p>

Section VI. Schedule of Requirements

SCHEDULE OF REQUIREMENT

The delivery schedule expressed as days stipulates hereafter as delivery date which is the date of delivery from receipt of Notice to Proceed to the Project Sites.

A. PFDA Central Office

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY TIME
1	Security Guard	9	7 days
2	Licensed Caliber 9mm Pistol w/ accessories	3	7 days
3	2-Way VHR Radio Transceiver with Charger Spare Battery Pack for Transceiver	6	7 days
4	All-in-one Computer w/ accessories and Printer	1	7 days
5	Rechargeable Emergency Light	9	7 days
6	Close Circuit Television (CCTV), minimum of 8 units Surveillance Camera (high resolution) and complete accessories	1	7 days
7	Handheld Metal detector,	2	7 days
8	16" Electric Stand Fan	3	7 days
9	Non-Contact Infrared Temperature Scanner with tripod and Automatic Alcohol Dispenser (Lobby Entrance and spare)	2	7 days

B. Sual Fish Port

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY TIME
1	Security Guard	5	7 days
2	Licensed 12 Gauge Shotgun	1	7 days
3	2-Way VHR Radio Transceiver w/ charger	4	7 days

4	Licensed Caliber 9mm Pistol w/ accessories	1	7 days
5	Metal Detector	1	7 days
6	Rechargeable Emergency Light, 2 heads LED bulbs, built-in AC charger	3	7 days
7	Under chassis View Mirror	1	7 days
8	Non-Contact Infrared Temperature Scanner with tripod and Automatic Alcohol Dispenser	1	7 days

Section VII. Technical Specifications

TECHNICAL SPECIFICATIONS

Item Number	Specification	Statement of Compliance
1	1 Lot - Procurement of a 3-Year Security Services for PFDA Central Office and Sual Fish Port	

TERMS OF REFERENCE

Procurement of Security Services for PFDA Central Office and Sual Fish Port

1. RATIONALE

1.1. This Terms of Reference (TOR) provides clear statements of the required standards of security services to be procured by PFDA to ensure the safeguard and protection of its properties, equipment, facilities, and confidential information as well as its officers, employees and all persons transacting legitimate business within its premises against any and all crime/unlawful acts.

1.2. Specifically, this TOR presents the parameters and minimum standards required from prospective bidders in the delivery of guarding services to PFDA Central Office and Sual Fish Port as well as security services requirements to consider in coming up with the appropriate security plan for the respective PFDA units.

1.3. Pursuant to GPPB Resolution No. 24-2007 dated September 28, 2007, this TOR likewise sets the additional technical parameters and minimum standards required in further evaluating the capacity of prospective bidders to provide the appropriate security services.

2. CONTRACT DESCRIPTION

2.1. Service Requirement

The contract shall involve the provision of security guards, equipment and supplies in accordance with Section VI - Schedule of Requirements of this Bid Document. The guarding services shall include the following tasks:

(a) Guard and protect the premises, properties, equipment and personnel of the PFDA Central Office and Sual Fish Port, from theft, robbery, damage or other unlawful acts.

(b) Implement strict precautionary security measures to prevent entry of unscrupulous persons or groups intending to disrupt peace, order and business activities inside the above-mentioned units.

(c) Enforce all port rules and regulations and such other laws and local ordinances.

(d) Maintain peace and order inside the above-mentioned areas.

(e) Assist in the drive against persons doing unlawful acts such as but not limited to illegal vending, squatting and such other acts contrary to the port rules and regulations, laws and local ordinances.

(f) Assist authorized investigators of the PFDA Central Office and Sual Fish Port, and/or representative from the Head Office of the PROCURING ENTITY or local police agencies in the investigation of cases involving injury, loss or damage to life and properties.

2.2. Area Coverage

Guarding services shall be provided specifically to PFDA Central Office located at PCA Compound, Elliptical Road, Diliman, Quezon City; and to Sual Fish Port situated at Poblacion, Sual, Pangasinan.

The security service is to cover all premises, properties, facilities, equipment and personnel/clients of the said PFDA units.

2.3. Duration

The duration of the guarding services contract is three (3) years from the date of its effectivity.

3. SCOPE OF UNDERTAKING

The AGENCY is expected to provide and operate efficient security plans in accordance with the standards prescribed by the PROCURING ENTITY; hence, the following prerequisites must be complied with.

3.1. Number, Qualification and Deployment of Security Guards

3.1.1. Provision of the required number of security guards should conform to Section VI-Schedule of Requirement.

3.1.2. The security guards must be duly licensed and properly skilled and psychologically and physically fit thus, must comply with the following minimum qualifications:

- (a) Filipino citizen
- (b) Male or female
- (c) 21 to 50 years old
- (d) At least high school graduate
- (e) At least 5'4" in height for male and 5' height for female
- (f) Well-trained, physically and mentally fit, of good moral character and covered by appropriate clearances from DOH-accredited health centers, NBI, Police and Barangay; and
- (g) The supervisor must have appropriate training in first aid, safety measures in case of bomb threats, fire prevention and control, marksmanship and firing.

3.1.3. Guarding services shall be provided 24/7 (Monday thru Sunday, including holidays).

Post	Number of Shift	Number of Guards
PFDA Central Office		
8-Hour Work Shift per day	3	9
Sual Fish Port		
8-Hour Work Shift per day	3	5
Total		14

3.2. Requirements for Guarding Equipment

3.2.1. Security guards are to be provided with proper uniforms and paraphernalia, firearms and ammunition and other basic equipment as provided in RA No. 5487 including security related equipment and vehicles in accordance with Section VI-Schedule of Requirements.

3.3. Skills and Training Requirement

3.3.1. Training programs on the following current security threats and patterns shall be provided to all security guards who will be deployed to the PROCURING ENTITY.

- (a) Recognition and detection of weapons, dangerous substances and devices;
- (b) Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
- (c) Security threat prevention techniques;
- (d) Crowd management and control techniques;
- (e) Security-related communications;
- (f) Security equipment and system operations;
- (g) Firearms proficiency;

- (h) Inspection, control and monitoring techniques;
- (i) Methods of physical searches of persons, personal effects, baggage, cargoes, and ship's storage;
- (j) Basic intelligence and investigation, and report writing;
- (k) First aid.

3.3.2 In addition to the above mentioned training programs the Supervising Guard or a Key Officer shall have appropriate knowledge on safety measures in case of bomb threats, fire prevention and control, intelligence and investigation.

3.4. Routine Guarding Responsibilities – Generally, in addition to the following detailed responsibilities, the contractor/agency shall maintain peace and order in all units and enforce other pertinent rules and regulations as prescribed by the PROCURING ENTITY.

4. PERFORMANCE ASSESSMENT

4.1. The Contractor shall maintain at least a satisfactory level of performance throughout the 3-year term of the contract as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007

4.2. The Contractor shall undergo annual assessment or evaluation of its performance before the end of each year based on the following performance criteria:

- (a) Quality of service delivered;
- (b) Time management;
- (c) Management and suitability of personnel;
- (d) Contract administration, and
- (e) Provision of regular progress reports.

5. TECHNICAL CAPABILITIES

5.1. The Technical Proposal of prospective bidders shall also be evaluated in terms of the Bidders' technical competence to deliver efficient and quality security services to the PROCURING ENTITY prescribed in the GPPB Resolution No. 24-2007 (September 28, 2007),

5.2. Bidders are advised to examine and submit all the documents comprising the Technical Proposal, as listed in Section III. Bid Data Sheet. Non-submission of any of the required technical documents shall result to the rejection of Bids.

5.3. Bidders shall be evaluated in consideration of the technical parameters and standards below on the basis of the submitted documents.

TECHNICAL PARAMETER		MINIMUM REQUIREMENT
1. Stability	(a) Years of Experience	- 3 years of continuous operation in providing security services in government / private installations.
	(b) Organizational Set-up	- Must have the required major ranks and positions in the organization as stated/ required in Rule IX of RA No. 5487.
2. Resources	(a) No. of Licensed Firearms	- Equipment and supplies in inventory are similar in type and at least 25% in quantity as indicated in Section VI - Schedule of Requirement and should conform with rules the RA No. 5487.
	(b) No. and Kind of Communication Devices	- Must have at least 50 units in inventory of various handheld and base radios with required registration/ license.
	(c) No. of Licensed guards	- Manpower pool of at least 50 licensed guards, existing and reserved and should conform with the rules RA No. 5487
3. Security Plan		- Submission of Security Plan specific for each unit shall indicate in details the following: (a) Preface (submission statement duly signed by the bidder or authorized representative) (b) Purpose (c) Work Schedule and Deployment (d) Machineries and Equipment (Quantity, Type and Condition) (e) Scope of Work (Daily, Weekly, Monthly) (f) Security Measures to be employed (g) Qualification of supervisor and regular guards to be deployed (h) Disciplinary Policies/ Measures
4. Other Factors	(a) Recruitment and selection criteria	- With present recruitment and training policies that ensures employment of highly qualified and skilled security guards.
	(b) Completeness of Uniforms and other Paraphernalia	- Provide the proper uniform that projects a clear image of the company and paraphernalia that ensures effective delivery of services

		and at the same time promotes safety for security guards as prescribed in RA No. 5487
--	--	---

6. OBLIGATIONS AND RIGHTS

6.1. Obligations of the Contractor

6.1.1. Provide and operate efficient security plans and services in accordance with the best practices.

6.1.2. Provide and maintain the required minimum security service equipment, mobile units, communication units and gears in ready and operational condition.

6.1.3. Adjust the amount of the submitted Performance Security accordingly whenever the number of guards is increased.

6.1.4. Enforce access control and traffic regulations and other security policies existing within the port premises and in facilities/buildings/offices so designated as directed or promulgated by the PROCURING ENTITY.

6.1.5. Increase and decrease such numbers of security guards and redeployment upon due notice and authority of the PROCURING ENTITY'S General Manager.

6.1.6. Employ a key officer with appropriate knowledge in First Aid, Safety Measures in Case of Bomb Threats, Fire Prevention and Control, Intelligence and Investigation; utilize licensed, properly trained and psychologically and physically fit security guards, as certified by a physician.

6.1.7. Provide the following training programs to all security guards who will be deployed to the PROCURING ENTITY that should be conducted by a reputable security training organization as determined by the PROCURING ENTITY.

- (a) Recognition and detection of weapons, dangerous substances and devices;
- (b) Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
- (c) Security threat prevention techniques;
- (d) Crowd management and control techniques;
- (e) Security-related communications;
- (f) Security equipment and system operations;
- (g) Firearms proficiency;
- (h) Inspection, control and monitoring techniques;
- (i) Methods of physical searches of persons, personal effects, baggage, cargoes, and ship's storage;
- (j) Basic intelligence and investigation, and report writing;
- (k) First aid.

6.1.8. Submit to the PROCURING ENTITY detailed reports of undertaking and unusual incidents in the form, substance and frequency prescribed by the PROCURING ENTITY.

6.1.9. Make available all documents related to the security services contract for inspection, examination and audit by the PROCURING ENTITY.

6.1.10. Comply with all other regulations by the PROCURING ENTITY.

6.1.11. Regularly, properly and promptly pay its personnel their salaries, wages, allowances and other benefits as prescribed by law and shall free the PROCURING ENTITY from any liability in the event that the Contractor fails to pay on time the appropriate wage of its employees and personnel.

6.1.12. Submit to the PROCURING ENTITY its Form R-3 (SSS), Tax Clearance Certificate, PhilHealth and Pag-ibig premium contributions every quarter as proof of payment.

6.1.13. Provide relievers in case of absence of any of its assigned guards.

6.1.14. Maintain a satisfactory level of performance throughout the term of the contract. Henceforth, shall undergo annual assessment or evaluation of its performance based on the following performance criteria.

- (a) Quality of service delivered;
- (b) Time management;
- (c) Management and suitability of personnel;
- (d) Contract administration, and
- (e) Provision of regular progress reports.

6.2. Obligations of the PROCURING ENTITY

6.2.1. Pay the Contractor for rendered services subject to submission of required documents by the PROCURING ENTITY.

6.2.2. Provide the contractor with prior written notice of at least fifteen (15) days in case of redeployment and increase or decrease of manpower provided that any increase shall not exceed the approved budget for the contract for the applicable year.

7. **RIGHTS**

7.1. Rights of the Contractor

7.1.1. Collect payments for the services rendered

7.2. Rights of the PROCURING ENTITY

7.2.1. Reserve the right to review and evaluate the training program of the contractor.

7.2.2. Supervise and control the services being rendered by the Contractor to ensure maximum efficiency.

7.2.3. Conduct annual performance assessment of the contractor based on the prescribed set of performance criteria listed below:

- (a) Quality of service delivered;
- (b) Time management;
- (c) Management and suitability of personnel;
- (d) Contract administration, and
- (e) Provision of regular progress reports.

7.2.4. Terminate or cancel the security services contract for reason(s) or cause(s) as provided for under the Contract.

7.2.5. Exercise visitorial power and conduct inspection or audit of the agency's compliance with the existing laws, rules and regulations or provisions of the security contract relating to the herein welfare of the security guards.

8. TERMINATION OR CANCELLATION OF SECURITY SERVICES CONTRACT

The PROCURING ENTITY shall terminate or cancel the security service contract on the following ground as prescribed in the GPPB Resolution No. 018-2004 dated December 22, 2004.

1. Termination for Default

The Contractor fails to perform any obligation under the Contract.

2. Termination for Convenience

The Procuring Entity may terminate the Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if it has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

3. Termination for Insolvency

The Procuring Entity shall terminate the contract if the Supplier/Contractor/Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier/Contractor/Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier/Contractor/Consultant.

4. Termination for Unlawful Acts

The Procuring Entity may terminate the contract in case it is determined *prima facie* that the Supplier/Contractor/Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a. Corrupt, fraudulent, collusive and coercive practices;
- b. Drawing up or using forged documents;
- c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d. Any other act analogous to the foregoing.

Section VIII. Required Forms

BID FORM

Date: _____

Bid Reference No.: _____

To: *Philippine Fisheries Development Authority*
3/F PCA Annex Bldg. Elliptical Rd., Diliman Quezon City

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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____
_____	_____

(if none, state "None")]

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: _____

Bid Price Schedule

I. PFDA Central Office

Contract : Three (3) Years Security Services
 Location : PCA Annex Bldg. Elliptical Road, Diliman, Q.C.

A. Bid Price Reference

PARTICULARS	PFDA Central Office
1. Total Number of Security Guards	9
2. Regional Wage Order No.	NCR-23
3. Work Days per Year	394.40
4. Basic Minimum Wage	570

B. Schedule of Salaries and Social Security Benefits of Security Guards

ITEM	PARTICULARS	RATE (Guard/Month) Day Shift (6 Guards)	RATE (Guard/Month) Night Shift (3 Guards)	AMOUNT (Pesos/Year)
1	Average Pay per Month (<i>Prevailing Daily Wage x 394.4/12</i>)			
2	Night Shift Differential (<i>Ave. Pay/Month x 10%</i>)			
3	13 th Month Pay (<i>Prevailing Daily Wage x 365/12/12</i>)			
4	5 Days Incentive Pay (<i>Prevailing Daily Wage x 5/12</i>)			
5	Uniform Allowance (<i>Per R.A. 5487</i>)			
6	Retirement Benefit (<i>Per R.A. 7641</i>)			
7	SSS Premium Contribution (<i>Latest SSS Standard Premium Contribution</i>)			
8	State Insurance Fund (<i>Per R.A. 7641</i>)			
9	Pag-IBIG Fund Contribution (<i>Latest Pag-IBIG Standard Premium Contribution</i>)			

10	PhilHealth Contribution (Latest PhilHealth Standard Premium Contribution)			
11	Others (pls. specify including derivation)			
TOTAL				

* Note to bidders: In case of conflict of the above formula and computation with the prevailing laws and rules, the latter shall prevail.

C. Schedule of Agency Fee

ITEM	PARTICULARS	AMOUNT (in Pesos/Year)
1	Overhead Cost charged to the Contract (Annex A)	
2	Security Supplies & Materials charged to the Contract (Annex B)	
3	Administrative Expenses charged to the Contract (Annex C)	
TOTAL ₱		

D. VALUE ADDED TAX (C x 12%) ₱ _____

E. Total Bid Price for the 1ST YEAR (B+C+D) ₱ _____

IN WORDS: _____

Signature over Printed Name of Bidders
Authorized Signatory

(Date)

II. **Sual Fish Port**

Contract : Three (3) Years Security Services
 Location : Poblacion, Sual, Pangasinan

A. **Bid Price Reference**

PARTICULARS	SFP
1. Total Number of Security Guards	5
2. Regional Wage Order No.	RB I-21
3. Work Days per Year	394.40
4. Basic Minimum Wage	400

B. **Schedule of Salaries and Social Security Benefits of Security Guards**

ITEM	PARTICULARS	RATE (Guard/Month) Day Shift (3 Guards)	RATE (Guard/Month) Night Shift (2 Guards)	AMOUNT (Pesos/Year)
1	Average Pay per Month (<i>Prevailing Daily Wage x 394.4/12</i>)			
2	Night Shift Differential (<i>Ave. Pay/Month x 10%</i>)			
3	13 th Month Pay (<i>Prevailing Daily Wage x 365/12/12</i>)			
4	5 Days Incentive Pay (<i>Prevailing Daily Wage x 5/12</i>)			
5	Uniform Allowance (<i>Per R.A. 5487</i>)			
6	Retirement Benefit (<i>Per R.A. 7641</i>)			
7	SSS Premium Contribution (<i>Latest SSS Standard Premium Contribution</i>) <i>Basis: Items 1 to 8</i>			
8	State Insurance Fund (<i>Per R.A. 7641</i>)			
9	Pag-IBIG Fund Contribution			

	<i>(Latest Pag-IBIG Standard Premium Contribution)</i>			
10	PhilHealth Contribution <i>(Latest PhilHealth Standard Premium Contribution)</i>			
11	Others <i>(pls. specify including derivation)</i>			
TOTAL				

* Note to bidders: In case of conflict of the above formula and computation with the prevailing laws and rules, the latter shall prevail

C. Schedule of Agency Fee

ITEM	PARTICULARS	AMOUNT (in Pesos/Year)
1	Overhead Cost charged to the Contract (Annex A)	
2	Security Supplies & Materials charged to the Contract (Annex B)	
3	Administrative Expenses charged to the Contract (Annex C)	
TOTAL		P

D. **VALUE ADDED TAX (C x 12%)** P _____

E. **Total Bid Price for the 1ST YEAR (B+C+D)** P _____

IN WORDS: _____

Signature over Printed Name of Bidders
Authorized Signatory

(Date)

ANNEX A

BREAKDOWN OF EQUIPMENT MAINTENANCE COST

I. PFDA Central Office

REF. ITEM	DESCRIPTION	QTY	UNIT	UNIT COST/YR	AMOUNT
1	Security Guard	9	units		
2	Licensed Caliber 9mm Pistol w/ accessories	3	units		
3	2-Way VHR Radio Transceiver with Charger Spare Battery Pack for Transceiver	6	units		
4	All-in-one Computer w/ accessories and Printer (at least years)	1	set		
5	Rechargeable Emergency Light, Brand New	9	set		
6	Close Circuit Television (CCTV), minimum of 8 units Surveillance Camera (high resolution) and complete accessories	1	set		
7	Handheld Metal detector, new	2	unit		
8	16" Electric Stand Fan	3	units		
9	Non-Contact Infrared Temperature Scanner with tripod and Automatic Alcohol Dispenser (Lobby Entrance and spare)	2	units		
TOTAL OVERHEAD COST					

Signature over Printed Name of Bidder/
Authorized Signatory)

(Date)

II. **Sual Fish Port**

REF. ITEM	DESCRIPTION	QTY	UNIT	UNIT COST/YR	AMOUNT
1	Security Guard	5			
2	Licensed 12 Gauge Shotgun	1			
3	2-Way VHR Radio Transceiver w/ charger	4			
4	Licensed Caliber 9mm Pistol w/ accessories	1			
5	Metal Detector, brand new	1			
6	Rechargeable Emergency Light, 2 heads LED bulbs, built-in AC charger, Brand New	3			
7	Under chassis View Mirror	1			
8	Non-Contact Infrared Temperature Scanner with tripod and Automatic Alcohol Dispenser	1			
TOTAL OVERHEAD COST					

Note:

1. All other costs associated with the use, repair and maintenance of equipment should be revealed and included in the overhead costs.

Signature over Printed Name of Bidder/
Authorized Signatory)

(Date)

ANNEX B

SECURITY SUPPLIES AND MATERIALS COST

I. PFDA Central Office

REF. ITEM	DESCRIPTION	QTY / YEAR	UNIT	UNIT COST	AMOUNT PER YEAR
1	Cal. 9mm Ammunitions	36	rounds		
2	Spare Battery Pack for Radio Transceiver	6	units		
3	Visitor's ID	100	pcs		
4	Umbrella (Large, w/ strong wind resistance)	6	units		
TOTAL COST					

Note:

1. Failure to provide the required costs shall cause the bid to be automatically rejected.

Signature over Printed Name of Bidder/
Authorized Signatory)

(Date)

II. **Sual Fish Port**

REF. ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT PER YEAR
1	Cal. 9mm Ammunitions	10	rounds		
2	12 Gauge Shotgun Ammunitions	10	rounds		
3	Spare battery pack for radio transceiver	4	units		
4	Visitor's ID	100	pcs		
5	Umbrella (Large, w/ strong wind resistance)	2	units		
TOTAL COST					

Note:

1. Failure to provide the required costs shall cause the bid to be automatically rejected.

Signature over Printed Name of Bidder/
Authorized Signatory)

(Date)

ANNEX C

**BREAKDOWN OF ADMINISTRATIVE
COST CHARGED TO THE CONTRACT**

I. PFDA Central Office

ITEM	PARTICULARS	AMOUNT (in Pesos/Year)
1	Mobilization, Supervision and Payroll/ Supplies Delivery	
2	Taxes, Licenses/Permits/Notarial Fees	
3	Insurance/Bond Premiums	
4	Miscellaneous/Incidental Expenses	
TOTAL COST		

(Signature over Printed Name of Bidder/
Authorized Signatory)

(Date)

II. **Sual Fish Port**

ITEM	PARTICULARS	AMOUNT (in Pesos/Year)
1	Mobilization, Supervision and Payroll/ Supplies Delivery	
2	Taxes, Licenses/Permits/Notarial Fees	
3	Insurance/Bond Premiums	
4	Miscellaneous/Incidental Expenses	
TOTAL COST		

(Signature over Printed Name of Bidder/
Authorized Signatory)

(Date)

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

BID SECURING DECLARATION

To: *Philippine Fisheries Development Authority*
3/F PCA Annex Bldg. Elliptical Rd., Diliman Quezon City

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

[Iurat]

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

SECURITY SERVICES CONTRACT FORM

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between the following:

The **PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY (PFDA)**, an instrumentality of the government, with corporate powers, created by virtue of Presidential Decree No. 977 as amended by Executive Order No. 772 (s. 1982), with principal office address at 2nd Floor, PCA Annex Building 1, Elliptical Road, Diliman, Quezon City, represented herein by **IRIS R. DE VERA** in her official capacity as Officer-in-Charge – General Manager, by virtue of Board Resolution No. 22016, of legal age, Filipino, hereinafter referred to as **CLIENT**;

- and

_____, an agency duly organized and existing under and by virtue of the laws of the Philippines, with office address at _____, represented in this act by its _____, hereinafter referred to as the **AGENCY**;

WITNESSETH: That

WHEREAS, the PFDA conducted a public bidding to engage the services of thirteen (13) security guards for the security and protection of all premises, properties, equipment and personnel of PFDA Central Office and Sual Fish Port.

WHEREAS, among the ____ Eligible Bidders who responded to the Invitation to Apply for Eligibility and to Bid, the AGENCY was found to have submitted the Lowest Calculated and Responsive Bid;

WHEREAS, the Special Bids and Awards Committee, through SBAC Resolution No. _____, recommended the award of contract to the AGENCY;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

1. The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein in so far as they are not inconsistent with the terms hereof:
 - (a) Bid Form and the Price Schedule;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) General Conditions of Contract;
 - (e) Special Conditions of Contract; and

- (f) Notification of Award.
- (g) Performance Bond

2. In consideration of the payments to be made by the CLIENT to the AGENCY as hereinafter mentioned, the AGENCY hereby covenants with the CLIENT to provide the security services in conformity in all respects with the provisions of the Contract.

3. The CLIENT hereby covenants to pay the AGENCY in consideration of the provision of the security services, the Contract Price or such other sums as may be become payable under the provisions of the Contract at the time and in manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties have hereunto signed these presents on this ____day of _____ 2023 at Quezon City, Philippines.

PHILIPPINE FISHERIES DEVELOPMENT
AUTHORITY

(NAME OF AGENCY)

BY:

BY:

SIGNED IN THE PRESENCE OF:

Omnibus Sworn Statement

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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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;

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: I am not related to the Head of the Procuring Entity, members of the Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*; and
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

[Iurat]

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

Section IX. Checklist of Technical and Financial Documents

CHECKLIST OF DOCUMENTS COMPRISING THE ELIGIBILITY AND TECHNICAL COMPONENTS

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class “A” Documents</i>	
<u><i>Legal Documents</i></u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Certificate of Registration and membership;
<input type="checkbox"/>	(b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
<input type="checkbox"/>	(c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
<input type="checkbox"/>	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u><i>Technical Documents</i></u>	
<input type="checkbox"/>	(e) 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;
<input type="checkbox"/>	(f) 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;
<input type="checkbox"/>	(g) 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;
<input type="checkbox"/>	(h) Conformity with the Schedule of Requirements, as enumerated and specified in Section VI of the Bidding Documents;
<input type="checkbox"/>	(i) 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.

<input type="checkbox"/>	(j) Statement of compliance with the Technical Specifications, as enumerated and specified in Section VII of the Bidding Documents.
<input type="checkbox"/>	(k) Comprehensive Company Profile, including Organizational Structure;
<input type="checkbox"/>	(l) Certified List of Licensed Security Guards (existing and reserved); including valid License to Exercise Security Profession (LESP) of Security Guards;
<input type="checkbox"/>	(m) Certified List of Licensed Firearms;
<input type="checkbox"/>	(n) Proposed Security Plan for PFDA Central Office;
<input type="checkbox"/>	(o) Statement describing the standard uniform and cleaning paraphernalia being provided to its security guards;
<input type="checkbox"/>	(p) Picture of a model/typical company guards, male & female; and
<input type="checkbox"/>	(q) Statement of Company Recruitment and Selection Standards
<i>Financial Documents</i>	
<input type="checkbox"/>	(r) The Supplier's audited financial statements for CY 2020 and 2021, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
<input type="checkbox"/>	(s) 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.
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(t) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
<i>Other documentary requirements under RA No. 9184 (as applicable)</i>	

<input type="checkbox"/>	(u) <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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.
<input type="checkbox"/>	(v) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Note: Any missing documents in the abovementioned checklist is a ground for outright rejection of the bid.

PASS

FAIL

Checked by: _____

**CHECKLIST OF DOCUMENTS COMPRISING
THE FINANCIAL COMPONENT**

II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	(a) Bid Form
<input type="checkbox"/>	(b) Bid Price Schedule
<input type="checkbox"/>	(b) Schedule of Agency Fee

Note: Any missing documents in the abovementioned checklist is a ground for outright rejection of the bid.

PASS

FAIL

Checked by: _____

CHECKLIST OF POST QUALIFICATION DOCUMENTS

1. Tax Clearance as per EO 398 series of 2005 as finally reviewed and approved by the BIR
2. Latest Income and Business Tax Returns
3. Certificate of PhilGEPS Registration
4. Other appropriate licenses and permits required by law and stated in the **BDS**.

Note: Any missing documents in the abovementioned checklist is a ground for outright rejection of the bid.

PASS

FAIL

Checked by: _____