

PORO POINT MANAGEMENT CORPORATION

A Member of the Bases Conversion and Development Authority Group



MULTI-YEAR CONTRACT FOR SECURITY SERVICES

March 2024

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

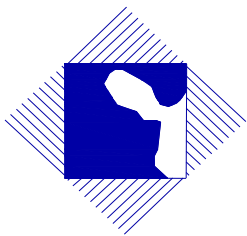
SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



PORO POINT MANAGEMENT CORPORATION

A Member of the Bases Conversion and Development Authority

Invitation to Bid for the Multi-Year Contract for Security Services

1. The Poro Point Management Corporation, through the Corporate Operating Budget for CY 2024 intends to apply the sum of Twenty-One Million Three Hundred Twenty-Five Thousand Two Hundred Seventy-Five Pesos (**₱21,325,275.00**) being the Approved Budget for the Contract (ABC) for the first year only to payments under the Multi-Year Contract for Security Services. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Poro Point Management Corporation now invites bids for the above Procurement Project. The duration of the contract is two (2) years. The Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
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) No. 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 RA No. 5183.

4. Prospective Bidders may obtain further information from Poro Point Management Corporation and inspect the Bidding Documents at the address and contact information given below from 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on March 22, 2024 or until the deadline for submission of bids on April 15, 2024 at 10:00 A.M. and upon payment of non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (Php 25,000.00).

The complete set of bidding documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Payment of the bidding documents may also be done through bank payment; details are as follows:

Name of Bank: Landbank of the Philippines, San Fernando, La Union Branch
Account Name: Poro Point Management Corporation
Current Account Number: 0202021824

Bidders who will be paying through bank payment are required to submit their proof of payment and email it to ppmcbacsecretariat@gmail.com in order for PPMC to issue an Official Receipt which will also be emailed to the bidder's email address together with the Complete Set of the Bidding Documents and Issuance of Bidding Documents Form. Upon receipt of the e-mail from the BAC Secretariat, bidders are required to e-mail back the Issuance of Bidding Documents Form.

6. The Poro Point Management Corporation will hold a Pre-Bid Conference on April 2, 2024 at 10:00 A.M. which shall be open to prospective bidders. The pre-bid conference will be conducted in a hybrid format, offering participants the option to attend either face-to-face at the given address below or through video conferencing using the Zoom platform.

The details for the video conferencing using Zoom platform are as follows:

- Meeting ID: 786 982 3550
- Passcode : ppmc

Pre-bid Conference will also be live streamed via Facebook at Poro Point Management Corporation's Official Facebook Page (@PPMCOfficial).

Representative of the bidders and observers shall be prepared to login and are advised to be on standby at least twenty (20) minutes before the start of the pre-bid conference to ensure connection to the Zoom Meeting Room.

To facilitate monitoring of participants entering the Zoom Meeting Room, participants must enter their Company/Agency Name and their Complete Name. Example: [Poro Point Management Corporation- Juan Dela Cruz].

7. Bids must be duly received by the BAC Secretariat at the address below on or before April 15, 2024 at 10:00 A.M. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Late bids shall not be accepted.

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

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 immediately follow after the deadline for submission of bids at the given address below. The bid opening will also be available through video conferencing using Zoom platform with the following details:

- Meeting ID: 786 982 3550

- Passcode : ppmc

Representatives of the bidders shall be prepared to login and are advised to be on standby at least twenty (20) minutes before the scheduled deadline and opening of bids to ensure connection to the Zoom Meeting Room. Failure to join on the set date and time shall be marked as late and shall constitute as waiver to be present for the activities that have lapsed until he/she joined the meeting. The bidder cannot question activities that were conducted in his/her absence.

To facilitate monitoring of participants entering the Zoom Meeting Room, participants must enter their Company/Agency Name and their Complete Name. Example: [Poro Point Management Corporation- Juan Dela Cruz].

The BAC-Secretariat shall proceed with the roll call to record the attendance and determine the presence of a quorum and the name of the bidders who submitted bids. Thereafter, the BAC Secretariat shall officially announce the start of the bid opening.

10. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The Poro Point Management Corporation 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.
12. For further information, please refer to:

MS. CHARLOTTE C. BANDOLIN
Head, BAC Secretariat/ Administrative Officer
Poro Point Management Corporation
Gov. Joaquin L. Ortega Avenue
Poro Point Freeport Zone
Poro, City of San Fernando 2500, La Union
Mobile Number: 09458222033
Email Address: ppmcbacsecretariat@gmail.com
Website: www.poropointfreeport.gov.ph

March 22, 2024

(SGD) MARIA VICTORIA REDEMPTA DE GUZMAN-SORIANO
Chairperson
Bids and Awards Committee for the Procurement of Goods

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Poro Point Management Corporation wishes to receive Bids for the Multi-Year Contract for Security Services as described in Section VII. Technical Specifications with identification number: PPMC2024-018.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2024 in the amount of Twenty-One Million Three Hundred Twenty-Five Thousand Two Hundred Seventy-Five Pesos (₱21,325,275.00) for the first year only.

2.2. The source of funding is the Corporate Operating Budget.

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. 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:
 - a. For the procurement of Non-expendable Supplies and 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.
- 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 place, date and time and through video conferencing using Zoom platform as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project.
- 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 Declaration¹² 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 until August 12, 2024. 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 (1) original and two (2) copies of the first and second components of its 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 at its physical address 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 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**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Contract for Security Services b. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project.
7.1	Subcontracting is not allowed
8	<p>The Poro Point Management Corporation will hold a Pre-Bid Conference on April 2, 2024 at 10:00 A.M. which shall be open to prospective bidders. The pre-bid conference will be conducted in a hybrid format, offering participants the option to attend either face-to-face at the given address in the Invitation to Bid or through video conferencing using the Zoom platform.</p> <p>The details for the video conferencing using Zoom platform are as follows:</p> <ul style="list-style-type: none"> • Meeting ID: 786 982 3550 • Passcode : ppmc <p>Pre-bid Conference will also be live streamed via Facebook at Poro Point Management Corporation’s Official Facebook Page (@PPMCofficial).</p> <p>Representative of the bidders and observers shall be prepared to login and are advised to be on standby at least twenty (20) minutes before the start of the pre-bid conference to ensure connection to the Zoom Meeting Room.</p> <p>To facilitate monitoring of participants entering the Zoom Meeting Room, participants must enter their Company/Agency Name and their Complete Name. Example: [Poro Point Management Corporation- Juan Dela Cruz].</p>
12	No further instructions
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> <ol style="list-style-type: none"> a. The amount of not less than Four Hundred Twenty-Six Thousand Five Hundred Five Pesos and Fifty Centavos (Php 426, 505.50) (<i>two percent (2%) of ABC</i>), if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than One Million Sixty-Six Thousand Two Hundred Sixty-Three Pesos and Seventy-Five Centavos (Php 1,066,263.75) (<i>five percent (5%) of ABC</i>) if bid security is in Surety Bond.

15	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
19	<p>The ABC is Twenty-One Million Three Hundred Twenty-Five Thousand Two Hundred Seventy-Five Pesos (₱21,325,275.00) for the first year only.</p> <p>The bid price to be submitted shall be rounded off to two decimal places. (Verification/evaluation of bids will be through manual computation).</p>
20	<p>Within five (5) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid, the bidder shall submit to the BAC its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).</p> <p>The following shall also be submitted during post-qualification:</p> <ul style="list-style-type: none"> • Class “A” eligibility documents supporting the PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR of RA 9184 • Registration with DOLE pursuant to DOLE Department Order No. 174 series of 2017 • Current and Valid License to Operate or a Certification from the PNP SOSIA • List of security guards deployed per contract
21	<p>Submission of the following additional contract documents:</p> <ul style="list-style-type: none"> • Affidavit of No Sub-Contracting • Statement Under Oath that the bidder is free from any tax liabilities

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. 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>Contract Duration: The duration of the contract is two (2) years. The Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria as specified in the Terms of Reference which forms part and made an integral part hereof.</p> <p>The winning security agency shall submit an Organizational Chart</p> <p>Winning security agency shall submit a security plan to PPMC management for approval upon effectivity of the contract. The security plan should be comprehensive and updated.</p> <p>The final Security Plan must be submitted to the PPMC Office for Zone Security and Public Safety within seven (7) calendar days upon receipt of the Notice to Proceed.</p> <p>The agency shall also submit a Safety and Health Program which must contain the following:</p> <ul style="list-style-type: none"> - Safety and health policy; - Safety and Health specific duties and responsibilities; - Safety and health protocols; and - Required skills and training. <p>Qualifications of Guards:</p> <p>The guards to be deployed by the agency must possess the following qualifications:</p> <ol style="list-style-type: none"> a. Of good moral character and reputation, courteous, alert and without criminal or police record; b. Mentally and physically fit, at least a high school graduate and priority will be La Union residents; c. Must have passed the neuro-psychiatric examination and standard drug test to be administered by the Security Agency or any authorized testing agency; d. Duly licensed, with proper clearance from the Philippine National Police (PNP), National Bureau of Investigation (NBI) and other government agencies issuing clearances for employment.

	<p>Incidental Services –</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> <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>										
2.2	<p>Payment Terms</p> <p>The Agency shall furnish PPMC proofs of payment made directly to the security officers/guards deployed inside the Poro Point Freeport Zone (PPFZ) and proofs of remittances to the appropriate government agencies on a monthly basis with the following schedule of submission.</p> <table border="1" data-bbox="411 902 1410 1541"> <thead> <tr> <th data-bbox="411 902 959 981">Required Documents to be submitted to PPMC</th> <th data-bbox="959 902 1410 981">Date of Submission of Documents to PPMC</th> </tr> </thead> <tbody> <tr> <td data-bbox="411 981 959 1167">1. Proofs of Payment of Salaries directly made to the contracted security officers and guards</td> <td data-bbox="959 981 1410 1167">Not later than five (5) days from release of salaries (On or before the 5th day and 20th day of the month)</td> </tr> <tr> <td data-bbox="411 1167 959 1391">2. Remittances of the following: • Social Security System and Employees Compensation contributions • Home Development Mutual (Pag-ibig) Fund contributions</td> <td data-bbox="959 1167 1410 1391">Not later than five (5) days from remittance but not later than the 25th day of the succeeding month</td> </tr> <tr> <td data-bbox="411 1391 959 1462">3. 13th Month Pay</td> <td data-bbox="959 1391 1410 1462">Not later than five (5) days from release</td> </tr> <tr> <td data-bbox="411 1462 959 1541">4. Service Incentive Leave</td> <td data-bbox="959 1462 1410 1541">Not later than five (5) days from release</td> </tr> </tbody> </table>	Required Documents to be submitted to PPMC	Date of Submission of Documents to PPMC	1. Proofs of Payment of Salaries directly made to the contracted security officers and guards	Not later than five (5) days from release of salaries (On or before the 5 th day and 20 th day of the month)	2. Remittances of the following: • Social Security System and Employees Compensation contributions • Home Development Mutual (Pag-ibig) Fund contributions	Not later than five (5) days from remittance but not later than the 25 th day of the succeeding month	3. 13 th Month Pay	Not later than five (5) days from release	4. Service Incentive Leave	Not later than five (5) days from release
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3	<p>The winning security agency is strictly required within ten (10) days from receipt of Notice of Award to submit a performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.</p>										
4	<p>No further instructions</p>										

Section VI. Schedule of Requirements

**TERMS OF REFERENCE FOR THE PUBLIC BIDDING OF THE MULTI-YEAR
CONTRACT FOR SECURITY SERVICES**

I. BACKGROUND

By virtue of Republic Act No. 7227, otherwise known as the “Bases Conversion Development Act of 1992,” the Bases Conversion and Development Authority (BCDA) was created with the mandate to accelerate the sound and balanced conversion into alternative productive uses the former military reservations and their extensions. Pursuant to RA No. 7227, Proclamation No. 216 created and designated the area covered by the former Wallace Air Station and its contiguous areas in Poro Point as the Poro Special Economic and Freeport Zone (PPSEFZ).

On October 3, 2002, Poro Point Management Corporation (PPMC) was created by virtue of EO No. 132 as the implementing arm of BCDA to manage the PPSEFZ.

Section 5 of EO No. 62, in prescribing the policies and guidelines to implement RA No. 7227, provides among others, that subsidiaries should engage the services of private security agencies to secure the facilities and assets that are to be privatized and preserved.

Further, RA No. 9400, “An Act Amending Republic Act No. 7227, as amended, otherwise known as the Bases Conversion and Development Act of 1992, and for other Purposes,” now identifies the PPSEFZ as the Poro Point Freeport Zone (PPFZ).

This TOR pertains to the selection of an efficient and effective security agency that would provide security services to the PPMC, protect its personnel, properties and operational activities in the PPFZ.

II. TECHNICAL SPECIFICATIONS based on GPPB Circular No. 24-2007

A. SCHEME OF PERSONNEL DEPLOYMENT

POST	NO. of Guards		# of Hours per Day
	Day shift	Night Shift	
Detachment Commander	1	0	12
Asst. Detachment Commander	0	1	12
New Admin Building	1	1	24
PPFZ Gate	4	4	96
CCA	1	1	24
Holcim Gate	1	1	24
Custom Gate	1	1	24
Pier 1	1	1	24
Pier 2	1	1	24
Airport Main Gate	1	1	24
Airport Terminal	1	1	24
Airport Tower	1	1	24
North Runway 1	1	1	24
South Runway 1	1	1	24

POST	NO. of Guards		# of Hours per Day
	Day shift	Night Shift	
South Runway 2	1	1	24
Global Area	1	1	24
Baywalk North	1	1	24
Baywalk Event Center Area	1	1	24
Baywalk South 1	1	1	24
Baywalk South 2	1	1	24
VOA 1	1	1	24
VOA 2	1	1	24
Ferry Terminal / Soiltech Pier	1	1	24
TOTAL	25	25	600

Note: Include at least 10 guards as relievers

1. The above initial number of guards to be deployed at PPFZ shall render twelve (12) hours duty depending on the post location or the nature of his work.
2. The guard number may be decreased or increased upon written instructions from the PPMC Management.
3. The Security Agency must deploy three (3) Lady Guards in connection with the Gender and Development Program to be posted one (1) each at the Customs Clearance Area, Administration Building and San Fernando Airport Terminal Building during day shift only.

B. UNIFORM AND EQUIPAGE

Uniform (Individual):

- | | |
|-----------------------------------------|---------|
| a. Class A (white) | 2 set |
| b. Polo Barong (Admin) | 2 sets |
| c. Class B (Blue) | 3 sets |
| d. Low cut shoes (black) | 2 pairs |
| e. Caps (Pershing/beret, blue) | 1 pc |
| f. Raincoats | 1 set |
| g. Rain boots | 1 pair |
| h. Whistle | 1 pc |
| i. Nightstick, with holder | 1 set |
| j. Flashlight, water proof, with holder | 1 set |
| k. Socks, black | 4 pairs |
| l. Handkerchief, white | 6 pcs |
| m. T shirt, round neck, white | 2 pcs |

Note: Prior to deployment the Security Guards shall have the Individual Uniforms as indicated above and the agency shall provide uniform allowance as indicated in the DOLE RBI-22.

Equipage:

a. **Firearms and ammunitions**

Shotguns, 12 gauge	2 units
Pistols, cal.9mm	25 units
Ammunitions, 12 gauge shotgun	30 rounds
Ammunitions, cal.9mm	450 rounds

b. **Transportation** (in good running condition)

Asian Utility Vehicle	1 unit
Motorcycle Patrol	1 unit

c. **Communication**

Radio, base with appropriate power supply, Coax cable and external antenna with a gain of at least 5dbi	1 unit
Radio, handheld, with battery	25 units
Radio, battery pack (reserve)	25 units
Radio, battery pack charger	25 units

d. **Equipment**

Computer/Laptop with printer	1 set
Metal detector	4 units
Binocular	2 units

C. Other Factors

I. Stability of the Company

1. The Agency must be in continuous operation for at least 5 years in the business. This shall be supported by License to Operate or a Certification from the PNP SOSIA that will prove the continuous operation, to be presented for verification during the Post-Qualification Inspection.
2. Organizational capability of any agency shall be based on its compliance with Appendix "A" (Organizational Structure of Private Agencies) of RA 5487 (The Private Security Agency Law). Submission of Organizational Chart by the winning bidder.
3. All key personnel and security officers and security guards must possess valid and current license duly issued by the SOSIA. List of security guards deployed per contract shall be submitted during the Post Qualification Inspection.

II. Resources

1. The Agency must provide K-9 services as needed and registered with PNP Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) in accordance with the provision of RA No. 5487.
2. The Agency must provide the Basic Airport Security Training for Security Officers/Security Guards to be conducted by PNP AVSEGROUP or any accredited Agency or Institution as needed.
3. The Agency must provide the International Ship and Port facility (ISPS) training to be conducted by Office of the Transportation Security (OTS) for Maritime Safety or Maritime Group or any accredited agency or institution for Safety and Security to all Security Officers/Security Guards as needed.
4. The Agency must have the capability and experience in installing cabled and wireless closed circuit television camera (CCTV). The Agency must install ten (10) CCTVs broken down as follows: four (4) at the SEZ Main Gate, two (2) at the Security Operation Center and four (4) at the Poro Point Cottage without any cost to PPMC.

III. SAFETY AND HEALTH REQUIREMENTS

The Agency shall also submit a Safety and Health Program which must contain the following:

- Safety and health policy;
- Safety and Health specific duties and responsibilities;
- Safety and health protocols; and
- Required skills and training.

IV. SCOPE OF SERVICES

The agency shall undertake the following duties and responsibilities:

- a. Secure, protect and preserve the properties of BCDA/PPMC from theft, robbery, arson, other crimes and/or other forms of destruction or damage;
- b. Provide frontline services during typhoon, fires, earthquakes and other natural or man-made disasters;
- c. Prevent the intrusion of squatters and building of structures inside the property;
- d. Secure and protect all BCDA/PPMC officers, staff, VIPs and other visitors from assault, harassment, threat or intimidation;
- e. Maintain peace and order within the Property;
- f. Implement all BCDA/PPMC rules, regulations, and policies.
- g. The agency through its detachment commander, shall submit monthly security activity and/or operational reports, journal of activities and other forms as maybe necessary;
- h. Conduct training such as, but not limited to, Seaport and Airport Security, Basic First Aid, Basic Life Support, Lifeguard Training and Marksmanship Training to enhance knowledge, skills and performance of guards as needed;
- i. Conduct intelligence work, as maybe directed; and

j. Perform other official functions as PPMC may direct.

V. QUALIFICATION OF GUARDS

The guards to be deployed by the agency must possess the following qualifications:

- a. Of good moral character and reputation, courteous, alert and without criminal or police record;
- b. Mentally and physically fit, at least a high school graduate and priority will be La Union residents;
- c. Must have passed the neuro-psychiatric examination and standard drug test to be administered by the Security Agency or any authorized testing agency;
- d. Duly licensed, with proper clearance from the Philippine National Police (PNP), National Bureau of Investigation (NBI) and other government agencies issuing clearances for employment.

VI. CONCEPT PLAN AND COMPREHENSIVE SECURITY PLAN

Site visits and ocular inspection will be accorded to interested proponents for use as basis for security plan. Security plan should contain the security concepts and strategies to be used. In addition, the winning security agency shall submit a security plan to PPMC management for approval upon effectivity of the contract. The security plan should be comprehensive and updated.

The final Security Plan must be submitted to the PPMC Office for Zone Security and Public Safety within seven (7) calendar days upon receipt of the Notice to Proceed.

VII. PERFORMANCE EVALUATION

The Agency shall be subjected to a Performance Evaluation to determine its compliance to the provisions of the Contract, Terms of Reference, applicable laws, rules and regulations. Unsatisfactory performance of the Agency shall be the basis for the recommendation of the Agency to be subjected to blacklisting pursuant to Republic Act NO. 9184 and its 2016 Revised Implementing Rules and Regulations.

The Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.

The performance criteria to be applied shall include, among others, the following:

Performance Criteria	Weight
a. Conformity to Technical Requirements	25%
b. Timeliness in the Delivery of Services	25%
c. Behavior of Personnel (Courteous, Professional and Knowledgeable)	20%
d. Response to Complaints	20%
e. Compliance with set office policies for such services	10%
Total Weight Value	100%

The rating scale provided will be the basis of PPMC in determining the overall performance of the service provider.

TOTAL WEIGHT SCORE	EQUIVALENT RATING
91% - 100%	Excellent
86% - 90%	Very Satisfactory
80% - 85%	Satisfactory
76% - 79%	Unsatisfactory
75% below	Poor

Before the end of each year, PPMC shall conduct an assessment or evaluation of the performance of the Agency based on the set performance criteria prescribed under Technical Specifications.

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

VIII. DURATION OF CONTRACT

The agency shall be contracted to provide security services to PPMC for a period of two (2) years unless the contract is sooner terminated by either party upon serving a written notice to the other party fifteen (15) days before the intended date of termination. PPMC may opt to pre-terminate the contract for reasons that may be advantageous to the government.

IX. SUBMISSION OF PROOFS OF PAYMENT

The Agency shall furnish PPMC proofs of payment made directly to the security officers/guards deployed inside the Poro Point Freeport Zone (PPFZ) and proofs of remittances to the appropriate government agencies on a monthly basis with the following schedule of submission.

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3. 13 th Month Pay	Not later than five (5) days from release
4. Service Incentive Leave	Not later than five (5) days from release

X. COST DISTRIBUTION

Cost Distribution per guard, per month, twelve (12) hours duty shifts must be properly indicated.

SECURITY MANNING SCHEDULE

POST	NO. of Guards		# of Hours per Day
	Day shift	Night Shift	
Detachment Commander	1	0	12
Asst. Detachment Commander	0	1	12
New Admin Building	1	1	24
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CCA	1	1	24
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Ferry Terminal / Soiltech Pier	1	1	24
TOTAL	25	25	600

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance <i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification. A statement either in the Bidder's statement of compliance 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>																																																																																																						
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	<ul style="list-style-type: none"> f. Raincoats 1 set g. Rain boots 1 pair h. Whistle 1 pc i. Nightstick, with holder 1 set j. Flashlight, water proof, with holder 1 set k. Socks, black 4 pairs l. Handkerchief, white 6 pcs m. T shirt, round neck, white 4 pcs <p>Note: <i>Prior to deployment the Security Guards shall have the Individual Uniforms as indicated above and the agency shall provide uniform allowance as indicated in the DOLE RBI-22.</i></p>	
	<p><u>Equipage:</u></p> <ul style="list-style-type: none"> a. <u>Firearms and ammunitions</u> <ul style="list-style-type: none"> Shotguns, 12 gauge 2 units Pistols, cal.9mm 25 units Ammunitions, 12 gauge shotgun 30 rounds Ammunitions, cal.9mm 450 rounds b. <u>Transportation</u> (in good running condition) <ul style="list-style-type: none"> Asian Utility Vehicle 1 unit Motorcycle Patrol 1 unit c. <u>Communication</u> <ul style="list-style-type: none"> Radio, base with appropriate power supply, Coax cable and external antenna with a gain of at least 5dbi 1 unit Radio, handheld, with battery 25 units Radio, battery pack (reserve) 25 units Radio, battery pack charger 25 units <p><u>Equipment</u></p> <ul style="list-style-type: none"> Computer or Laptop with printer 1 set Metal detector 4 units Binocular 2 units 	
C	<u>OTHER FACTORS</u>	
	<p>I. Stability of the Company</p> <ol style="list-style-type: none"> 1. The Agency must be in continuous operation for at least 5 years in the business. This shall be supported by License to Operate or a Certification from the PNP SOSIA that will prove the continuous operation, to be presented for verification during the Post-Qualification Inspection. 2. Organizational capability of any agency shall be based on its compliance with Appendix "A" (Organizational Structure of Private Agencies) of RA 5487 (The Private Security Agency Law). Submission of Organizational Chart by the winning bidder. 3. All key personnel and security officers and security guards must possess valid and current license duly issued by the SOSIA. List 	

	of security guards deployed per contract shall be submitted during the Post Qualification Inspection.	
	<p>II. <u>RESOURCES</u></p> <ol style="list-style-type: none"> 1. The Agency must provide K-9 services as needed and registered with PNP Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) in accordance with the provision of RA No. 5487. 2. The Agency must provide the Basic Airport Security Training for Security Officers/Security Guards to be conducted by PNP AVSEGROUP or any accredited Agency or Institution as needed. 3. The Agency must provide the International Ship and Port Facility Security (ISPS) training to be conducted by Office of the Transportation Security (OTS) for Maritime Safety or PNP-Maritime Group for Safety and Security to all contracted Security Officers/ Security Guards as needed. 4. The Agency must have the capability and experience in installing cabled and wireless closed circuit television camera (CCTV). The Agency must install ten (10) CCTV-four (4) at the SEZ Main Gate, two (2) at the Security Operation Center and four (4) at the Poro Point Cottage without any cost to PPMC. 	
	<p>III. <u>SAFETY AND HEALTH REQUIREMENTS</u></p> <p>The Agency shall also submit a Safety and Health Program which must contain the following:</p> <ul style="list-style-type: none"> - Safety and Health Policy - Safety and Health specific duties and responsibilities; - Safety and Health protocols and; - Required skills and training. 	
	<p>IV. <u>SCOPE OF SERVICES</u></p> <p>The agency shall undertake the following duties and responsibilities:</p> <ol style="list-style-type: none"> a. Secure, protect and preserve the properties of BCDA/PPMC from theft, robbery, arson, other crimes and/or other forms of destruction or damage; b. Provide frontline services during typhoon, fires, earthquakes and other natural or man-made disasters; c. Prevent the intrusion of squatters and building of structures inside the property; d. Secure and protect all BCDA/PPMC officers, staff, VIP and other visitors from assault, harassment, threat or intimidation; e. Maintain peace and order within the Property; f. Implement all BCDA/PPMC rules, regulations, and policies. g. The agency through its detachment commander, shall submit daily security activity and/or operational reports, journal of activities and other forms as maybe necessary; h. Conduct training such as, but not limited to, Seaport and Airport Security, Basic First Aid, Basic Life Support and Lifeguard training, to enhance knowledge, skills and performance of guards as needed; i. Conduct intelligence work, as maybe directed; and j. Perform other official functions as PPMC may direct. 	
	V. <u>QUALIFICATION OF GUARDS</u>	

	<p>The guards to be deployed by the agency must possess the following qualifications:</p> <ol style="list-style-type: none"> Of good moral character and reputation, courteous, alert and without criminal or police record; Mentally and physically fit, at least a high school graduate and priority will be La Union residents; Must have passed the neuro-psychiatric examination and standard drug test to be administered by the Security Agency or any authorized testing agency; Duly licensed, with proper clearance from the Philippine National Police (PNP), National Bureau of Investigation (NBI) and other government agencies issuing clearances for employment. 																	
	<p>VI. <u>CONCEPT PLAN AND COMPREHENSIVE SECURITY PLAN</u></p> <p>Site visits and ocular inspection will be accorded to interested proponents for use as basis for security plan. Security plan should contain the security concepts and strategies to be used. In addition, the winning security agency shall submit a security plan to PPMC management for approval upon effectivity of the contract. The security plan should be comprehensive and updated.</p> <p>The final Security Plan must be submitted to the PPMC Office for Zone Security and Public Safety within seven (7) calendar days upon receipt of the Notice to Proceed.</p>																	
	<p>VII. <u>PERFORMANCE EVALUATION</u></p> <p>The Agency shall be subject to a Performance Evaluation to determine its compliance to the provisions of the Contract, Terms of Reference, applicable laws, rules and regulations. Unsatisfactory performance of the Agency shall be the basis for the recommendation of the Agency to be subject to blacklisting pursuant to Republic Act N0. 9184 and its 2016 revised Implementing Rules and Regulations.</p> <p>The Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.</p> <p>The performance criteria to be applied shall include, among others, the following:</p> <table border="1" data-bbox="296 1480 979 1839"> <thead> <tr> <th>Performance Criteria</th> <th>Weight</th> </tr> </thead> <tbody> <tr> <td>a. Conformity to Technical Requirements</td> <td>50%</td> </tr> <tr> <td>b. Timeliness in the Delivery of Services</td> <td>10%</td> </tr> <tr> <td>c. Behavior of Personnel (Courteous, Professional and Knowledgeable)</td> <td>15%</td> </tr> <tr> <td>d. Response to Complaints</td> <td>15%</td> </tr> <tr> <td>e. Compliance with set office policies for such services</td> <td>10%</td> </tr> <tr> <td>Total Weight Value</td> <td>100%</td> </tr> </tbody> </table> <p>The rating scale provided will be the basis of PPMC in determining the overall performance of the service provider.</p> <table border="1" data-bbox="296 1995 979 2024"> <tr> <td>TOTAL WEIGHT VALUE (%)</td> <td>EQUIVALENT</td> </tr> </table>	Performance Criteria	Weight	a. Conformity to Technical Requirements	50%	b. Timeliness in the Delivery of Services	10%	c. Behavior of Personnel (Courteous, Professional and Knowledgeable)	15%	d. Response to Complaints	15%	e. Compliance with set office policies for such services	10%	Total Weight Value	100%	TOTAL WEIGHT VALUE (%)	EQUIVALENT	
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	<p><u>VIII. DURATION OF CONTRACT</u></p> <p>The agency shall be contracted to provide security services to PPMC for a period of two (2) years unless the contract is sooner terminated by either party upon serving a written notice to the other party fifteen (15) days before the intended date of termination. PPMC may opt to pre-terminate the contract for reasons that may be advantageous to the government.</p>													
	<p><u>IX. SUBMISSION OF PROOFS OF PAYMENT</u></p> <p>The Agency shall furnish PPMC proofs of payment made directly to the security officers/guards deployed inside the Poro Point Freeport Zone (PPFZ) and proofs of remittances to the appropriate government agencies on a monthly basis with the following schedule of submission.</p> <table border="1" data-bbox="231 1232 973 1937"> <thead> <tr> <th>Required Documents to be submitted to PPMC</th> <th>Date of Submission of Documents to PPMC</th> </tr> </thead> <tbody> <tr> <td>1. Proofs of Payment of Salaries directly made to the contracted security officers and guards</td> <td>Not later than five (5) days from release of salaries (On or before the 5th day and 20th day of the month)</td> </tr> <tr> <td>2. Remittances of the following: <ul style="list-style-type: none"> • Social Security System and Employees Compensation contributions • Home Development Mutual (Pag-ibig) Fund contributions </td> <td>Not later than five (5) days from remittance but not later than the 25th day of the succeeding month</td> </tr> <tr> <td>3. 13th Month Pay</td> <td>Not later than five (5) days from release</td> </tr> <tr> <td>4. Service Incentive Leave</td> <td>Not later than five (5) days from release</td> </tr> </tbody> </table>	Required Documents to be submitted to PPMC	Date of Submission of Documents to PPMC	1. Proofs of Payment of Salaries directly made to the contracted security officers and guards	Not later than five (5) days from release of salaries (On or before the 5 th day and 20 th day of the month)	2. Remittances of the following: <ul style="list-style-type: none"> • Social Security System and Employees Compensation contributions • Home Development Mutual (Pag-ibig) Fund contributions 	Not later than five (5) days from remittance but not later than the 25 th day of the succeeding month	3. 13 th Month Pay	Not later than five (5) days from release	4. Service Incentive Leave	Not later than five (5) days from release			
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	<p><u>XI. COST DISTRIBUTION</u></p>													

Cost Distribution per guard, per month twelve (12) hours duty shifts must be properly indicated.

SECURITY MANNING SCHEDULE

POST	No. of Guards		# of Hours per Duty
	Day Shift	Night Shift	
Detachment Commander	1	0	12
Asst. Detachment Commander	0	1	12
New Admin Building	1	1	24
PPFZ Gate	4	4	96
CCA	1	1	24
Holcim Gate	1	1	24
Custom Gate	1	1	24
Pier 1	1	1	24
Pier 2	1	1	24
Airport Main Gate	1	1	24
Airport Terminal	1	1	24
Airport Tower	1	1	24
North Runway	1	1	24
South Runway 1	1	1	24
South Runway 2	1	1	24
Global Area	1	1	24
Baywalk North	1	1	24
Baywalk Event Center Area	1	1	24
Baywalk South 1	1	1	24
Baywalk South 2	1	1	24
VOA 1	1	1	24
VOA 2	1	1	24
Ferry Terminal/ Soiltech Pier	1	1	24
TOTAL	25	25	600

Section VIII. Checklist of Technical and Financial Documents

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

I. LETTER OF INTENT TO PARTICIPATE		Use Form 1 on Page 46
II. 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	Use Form 2 on Pages 47-48
	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	Use Form 3 on Pages 49-50
	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	Use the Applicable Form 4 on Pages 51-54
	e. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and	Use Form 5 on Pages 55-60
	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.	Use the Applicable Form 6 on Pages 61-66
FINANCIAL DOCUMENT		
	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.	Use Form 7 on Page 67
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 that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.	Do not submit if Not Applicable
III. FINANCIAL COMPONENT ENVELOPE		
	i. Original of duly signed and accomplished Financial Bid Form; and	Use Form 8 on Pages 68-69
	j. Original of duly signed and accomplished Cost Breakdown.	Use Form 9 on Page 70
<i>Other documentary requirements under RA No. 9184 (as applicable)</i>		
	k. [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.	
	1. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.	

Section IX. BIDDING FORMS

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Form 9	Cost Breakdown	70
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LETTER OF INTENT TO PARTICIPATE

[Date]

ATTY. FELIX S. RACADIO
President and CEO
Poro Point Management Corporation
Gov. Joaquin L. Ortega Avenue
Poro, City of San Fernando, La Union

Attention: **MS. MARIA VICTORIA REDEMPTA DE GUZMAN- SORIANO**
Chairperson
Bids and Awards Committee for the Procurement of Goods

Dear Atty. Racadio:

In response to the Invitation to Bid in Public Bidding of the Multi-Year Contract for Security Services of Poro Point Management Corporation which was posted for seven calendar days starting on March 22, 2024 at PhilGEPS, PPMC Website and PPMC Bulletin Boards, we would like to express our intention to participate in the public bidding by submitting our Technical Component Envelope and Financial Component Envelope.

This Letter of Intent is submitted in compliance with Section 36 of Republic Act No. 9184 and serves as our application for eligibility checking.

Thank you very much.

Very truly yours,

[Signature and Name of Representative of the Bidder]
[Position Title]
[Name of Bidder]

**STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED
BUT NOT YET STARTED**

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>GOVERNMENT</u>								
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			

<u>Private</u>								
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			

Submitted by : _____
 Printed Name and Signature of Bidder's Representative/Authorized Signatory

Designation : _____

Date : _____

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR IN NATURE
TO THE CONTRACT TO BE BID**

Business Name : _____

Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
	a. _____ _____				a. _____ b. _____ c. _____	a. _____ b. _____ c. _____
	b. _____ _____					
	c. _____					

Note: Please attach Certificate of Acceptance or Certificate of at least Satisfactory Completion issued by the Principal.

Submitted by : _____
Printed Name and Signature of Bidder's Representative/Authorized Signatory

Designation : _____

Date : _____

BID SECURING DECLARATION FORM

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

BID SECURING DECLARATION
Project Identification No.: PPMC2024-018

To: **PORO POINT MANAGEMENT CORPORATION**

I, the undersigned, declare that:

1. I 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 accept that: (a) I will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I 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 9184; without prejudice to other legal action the government may undertake.
3. I 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 declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
 - (c) I am declared the bidder with the Lowest Calculated Responsive Bid, and I have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2024 at _____.

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

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2024 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this _____ day of _____ 2024.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ - _____ -

IBP No. _____ - _____ -

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

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[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

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Witness my hand and seal this _____ day of _____ 2024.

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IBP No. _____ - _____

Doc No. _____

Page No. _____

Book No. _____

Series of 2024

Conformity With Technical Specifications

Item	Specification	Statement of Compliance <i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification. A statement either in the Bidder's statement of compliance 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>																																																																																																						
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	<ul style="list-style-type: none"> f. Raincoats 1 set g. Rain boots 1 pair h. Whistle 1 pc i. Nightstick, with holder 1 set j. Flashlight, water proof, with holder 1 set k. Socks, black 4 pairs l. Handkerchief, white 6 pcs m. T shirt, round neck, white 4 pcs <p>Note: <i>Prior to deployment the Security Guards shall have the Individual Uniforms as indicated above and the agency shall provide uniform allowance as indicated in the DOLE RB1-22.</i></p>	
	<p><u>Equipage:</u></p> <p>a. <u>Firearms and ammunitions</u></p> <ul style="list-style-type: none"> Shotguns, 12 gauge 2 units Pistols, cal.9mm 25 units Ammunitions, 12 gauge shotgun 30 rounds Ammunitions, cal.9mm 450 rounds <p>b. <u>Transportation</u> (in good running condition)</p> <ul style="list-style-type: none"> Asian Utility Vehicle 1 unit Motorcycle Patrol 1 unit <p>e. <u>Communication</u></p> <ul style="list-style-type: none"> Radio, base with appropriate power supply, Coax cable and external antenna with a gain of at least 5dbi 1 unit Radio, handheld, with battery 25 units Radio, battery pack (reserve) 25 units Radio, battery pack charger 25 units <p><u>Equipment</u></p> <ul style="list-style-type: none"> Computer or Laptop with printer 1 set Metal detector 4 units Binocular 2 units 	COMPLY
C	<u>OTHER FACTORS</u>	
	<p>I. Stability of the Company</p> <ol style="list-style-type: none"> 1. The Agency must be in continuous operation for at least 5 years in the business. This shall be supported by License to Operate or a Certification from the PNP SOSIA that will prove the continuous operation, to be presented for verification during the Post-Qualification Inspection. 2. Organizational capability of any agency shall be based on its compliance with Appendix “A” (Organizational Structure of Private Agencies) of RA 5487 (The Private Security Agency Law). Submission of Organizational Chart by the winning bidder. 3. All key personnel and security officers and security guards must possess valid and current license duly issued by the SOSIA. List of security guards deployed per contract shall be submitted during the Post Qualification Inspection. 	COMPLY
	II. <u>RESOURCES</u>	COMPLY

	<ol style="list-style-type: none"> 1. The Agency must provide K-9 services as needed and registered with PNP Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) in accordance with the provision of RA No. 5487. 2. The Agency must provide the Basic Airport Security Training for Security Officers/Security Guards to be conducted by PNP AVSEGROUP or any accredited Agency or Institution as needed. 3. The Agency must provide the International Ship and Port Facility Security (ISPS) training to be conducted by Office of the Transportation Security (OTS) for Maritime Safety or PNP-Maritime Group for Safety and Security to all contracted Security Officers/ Security Guards as needed. 4. The Agency must have the capability and experience in installing cabled and wireless closed circuit television camera (CCTV). The Agency must install ten (10) CCTV-four (4) at the SEZ Main Gate, two (2) at the Security Operation Center and four (4) at the Poro Point Cottage without any cost to PPMC. 	
	<p>III. <u>SAFETY AND HEALTH REQUIREMENTS</u></p> <p>The Agency shall also submit a Safety and Health Program which must contain the following:</p> <ul style="list-style-type: none"> - Safety and Health Policy - Safety and Health specific duties and responsibilities; - Safety and Health protocols and; - Required skills and training. 	COMPLY
	<p>IV. <u>SCOPE OF SERVICES</u></p> <p>The agency shall undertake the following duties and responsibilities:</p> <ol style="list-style-type: none"> a. Secure, protect and preserve the properties of BCDA/PPMC from theft, robbery, arson, other crimes and/or other forms of destruction or damage; b. Provide frontline services during typhoon, fires, earthquakes and other natural or man-made disasters; c. Prevent the intrusion of squatters and building of structures inside the property; d. Secure and protect all BCDA/PPMC officers, staff, VIP and other visitors from assault, harassment, threat or intimidation; e. Maintain peace and order within the Property; f. Implement all BCDA/PPMC rules, regulations, and policies. g. The agency through its detachment commander, shall submit daily security activity and/or operational reports, journal of activities and other forms as maybe necessary; h. Conduct training such as, but not limited to, Seaport and Airport Security, Basic First Aid, Basic Life Support and Lifeguard training, to enhance knowledge, skills and performance of guards as needed; i. Conduct intelligence work, as maybe directed; and j. Perform other official functions as PPMC may direct. 	COMPLY
	<p>V. <u>QUALIFICATION OF GUARDS</u></p> <p>The guards to be deployed by the agency must possess the following qualifications:</p> <ol style="list-style-type: none"> a. Of good moral character and reputation, courteous, alert and without criminal or police record; 	COMPLY

	<ul style="list-style-type: none"> b. Mentally and physically fit, at least a high school graduate and priority will be La Union residents; c. Must have passed the neuro-psychiatric examination and standard drug test to be administered by the Security Agency or any authorized testing agency; d. Duly licensed, with proper clearance from the Philippine National Police (PNP), National Bureau of Investigation (NBI) and other government agencies issuing clearances for employment. 																											
	<p><u>VI. CONCEPT PLAN AND COMPREHENSIVE SECURITY PLAN</u></p> <p>Site visits and ocular inspection will be accorded to interested proponents for use as basis for security plan. Security plan should contain the security concepts and strategies to be used. In addition, the winning security agency shall submit a security plan to PPMC management for approval upon effectivity of the contract. The security plan should be comprehensive and updated.</p> <p>The final Security Plan must be submitted to the PPMC Office for Zone Security and Public Safety within seven (7) calendar days upon receipt of the Notice to Proceed.</p>	COMPLY																										
	<p><u>VII. PERFORMANCE EVALUATION</u></p> <p>The Agency shall be subject to a Performance Evaluation to determine its compliance to the provisions of the Contract, Terms of Reference, applicable laws, rules and regulations. Unsatisfactory performance of the Agency shall be the basis for the recommendation of the Agency to be subject to blacklisting pursuant to Republic Act NO. 9184 and its 2016 revised Implementing Rules and Regulations.</p> <p>The Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.</p> <p>The performance criteria to be applied shall include, among others, the following:</p> <table border="1" data-bbox="295 1258 978 1621" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">Performance Criteria</th> <th style="text-align: center;">Weight</th> </tr> </thead> <tbody> <tr> <td>a. Conformity to Technical Requirements</td> <td style="text-align: center;">50%</td> </tr> <tr> <td>b. Timeliness in the Delivery of Services</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>c. Behavior of Personnel (Courteous, Professional and Knowledgeable)</td> <td style="text-align: center;">15%</td> </tr> <tr> <td>d. Response to Complaints</td> <td style="text-align: center;">15%</td> </tr> <tr> <td>e. Compliance with set office policies for such services</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>Total Weight Value</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table> <p>The rating scale provided will be the basis of PPMC in determining the overall performance of the service provider.</p> <table border="1" data-bbox="295 1805 978 2047" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">TOTAL WEIGHT VALUE (%)</th> <th style="text-align: left;">EQUIVALENT RATING</th> </tr> </thead> <tbody> <tr> <td>91% - 100%</td> <td>Excellent</td> </tr> <tr> <td>86% - 90%</td> <td>Very Satisfactory</td> </tr> <tr> <td>80% - 85%</td> <td>Satisfactory</td> </tr> <tr> <td>76% - 79%</td> <td>Unsatisfactory</td> </tr> <tr> <td>75% below</td> <td>Poor</td> </tr> </tbody> </table>	Performance Criteria	Weight	a. Conformity to Technical Requirements	50%	b. Timeliness in the Delivery of Services	10%	c. Behavior of Personnel (Courteous, Professional and Knowledgeable)	15%	d. Response to Complaints	15%	e. Compliance with set office policies for such services	10%	Total Weight Value	100%	TOTAL WEIGHT VALUE (%)	EQUIVALENT RATING	91% - 100%	Excellent	86% - 90%	Very Satisfactory	80% - 85%	Satisfactory	76% - 79%	Unsatisfactory	75% below	Poor	COMPLY
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	<p>Before the end of each year, PPMC shall conduct an assessment or evaluation of the performance of the Agency based on the set performance criteria prescribed under Technical Specifications.</p> <p>Based on its assessment, the PPMC may pre-terminate the contract for failure by the Agency to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.</p>											
	<p>VIII. <u>DURATION OF CONTRACT</u></p> <p>The agency shall be contracted to provide security services to PPMC for a period of two (2) years unless the contract is sooner terminated by either party upon serving a written notice to the other party fifteen (15) days before the intended date of termination. PPMC may opt to pre-terminate the contract for reasons that may be advantageous to the government.</p>	COMPLY										
	<p>IX. <u>SUBMISSION OF PROOFS OF PAYMENT</u></p> <p>The Agency shall furnish PPMC proofs of payment made directly to the security officers/guards deployed inside the Poro Point Freeport Zone (PPFZ) and proofs of remittances to the appropriate government agencies on a monthly basis with the following schedule of submission.</p> <table border="1" data-bbox="229 987 975 1697"> <thead> <tr> <th data-bbox="229 987 555 1048">Required Documents to be submitted to PPMC</th> <th data-bbox="555 987 975 1048">Date of Submission of Documents to PPMC</th> </tr> </thead> <tbody> <tr> <td data-bbox="229 1048 555 1205">1. Proofs of Payment of Salaries directly made to the contracted security officers and guards</td> <td data-bbox="555 1048 975 1205">Not later than five (5) days from release of salaries (On or before the 5th day and 20th day of the month)</td> </tr> <tr> <td data-bbox="229 1205 555 1576">2. Remittances of the following: <ul style="list-style-type: none"> • Social Security System and Employees Compensation contributions • Home Development Mutual (Pag-ibig) Fund contributions </td> <td data-bbox="555 1205 975 1576">Not later than five (5) days from remittance but not later than the 25th day of the succeeding month</td> </tr> <tr> <td data-bbox="229 1576 555 1637">3. 13th Month Pay</td> <td data-bbox="555 1576 975 1637">Not later than five (5) days from release</td> </tr> <tr> <td data-bbox="229 1637 555 1697">4. Service Incentive Leave</td> <td data-bbox="555 1637 975 1697">Not later than five (5) days from release</td> </tr> </tbody> </table>	Required Documents to be submitted to PPMC	Date of Submission of Documents to PPMC	1. Proofs of Payment of Salaries directly made to the contracted security officers and guards	Not later than five (5) days from release of salaries (On or before the 5 th day and 20 th day of the month)	2. Remittances of the following: <ul style="list-style-type: none"> • Social Security System and Employees Compensation contributions • Home Development Mutual (Pag-ibig) Fund contributions 	Not later than five (5) days from remittance but not later than the 25 th day of the succeeding month	3. 13 th Month Pay	Not later than five (5) days from release	4. Service Incentive Leave	Not later than five (5) days from release	COMPLY
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	<p>X. <u>COST DISTRIBUTION</u></p> <p>Cost Distribution per guard, per month twelve (12) hours duty shifts must be properly indicated.</p> <p style="text-align: center;">SECURITY MANNING SCHEDULE</p>	COMPLY										

POST	No. of Guards		# of Hours per Duty
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Detachment Commander	1	0	12
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Ferry Terminal/ Soiltech Pier	1	1	24
TOTAL	25	25	600

I hereby undertake to comply with all the above requirements.

Bidder's Representative : _____

Printed Name and Signature of Bidder's
Representative/Authorized Signatory

Designation : _____

Date : _____

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. I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
2. 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 Multi-Year Contract for Security Services, as shown in the attached duly notarized Special Power of Attorney;
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. 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;
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 Multi-Year Contract for Security Services.

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 _____, 2024 at _____, Philippines.

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

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2023 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____ 2024.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
 Notary Public for _____ until _____
 Roll of Attorneys No. _____
 PTR No. _____ - _____ -

 IBP No. _____ - _____ -

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

OMNIBUS SWORN STATEMENT

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6. 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;
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 Multi-year Contract for Manpower Services.
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 _____, 2024 at _____, Philippines.

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

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2024 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____ 2024.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
 Notary Public for _____ until _____
 Roll of Attorneys No. _____
 PTR No. _____ - _____ -

 IBP No. _____ - _____ -

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

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. I am the duly authorized and designated representative of [*Name of Bidder*] with office address at [*address of Bidder*];
2. 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 Multi-Year Contract for Manpower Services, 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. 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 Multi-Year Contract for Manpower Services.
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 _____, 2024 at _____, Philippines.

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

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2024 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____ 2024.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
 Notary Public for _____ until _____
 Roll of Attorneys No. _____
 PTR No. _____ - _____

 IBP No. _____ - _____

Doc No. _____
 Page No. _____
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COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated 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.

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by 15	15
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Bidder’s Representative/ Authorized Signatory
(Signature over Printed Name)

Date

BID FORM

Date : _____

Project Identification No. : PPMC2024-018

To: Poro Point Management Corporation

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 provide Security Services 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 services 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 Currency	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: _____

COST BREAKDOWN

Pursuant to Wage Order No. RB1-22 : Daily Wage Rate of Php 435/ day

	DAY SHIFT (12 hours)	NIGHT SHIFT (12 hours)
I. AMOUNT DIRECTLY TO EMPLOYEE		
Basic Salary (435 X 395 days / 12)	14,318.75	14,318.75
Overtime	9,079.36	9,079.36
Night Differential Pay (Basic Salary x .10)		1,431.88
13th Month Pay (435 x 365 x 1/12 x 1/12)	1,102.60	1,102.60
5-days Service Incentive Leave (435 x 5/12)	181.25	181.25
Uniform Allowance	100.00	100.00
Total Amount Directly Paid to Guard	24,781.96	26,213.84
II. AMOUNT TO GOVERNMENT IN FAVOR OF EMPLOYEE		
Retirement Benefit (RA 7641) (435 x 22.5 / 12)	815.63	815.63
Social Security	1,900.00	1,900.00
Employee's Compensation	30.00	30.00
Worker's Investment and Savings Program (WISP)	332.50	475.00
Philhealth Contribution	357.97	357.97
Home Development Mutual Fund	200.00	200.00
Total Amount to Government in Favor of Guard	3,636.10	3,778.60
III. TOTAL AMOUNT (I & II)	28,418.06	29,992.44
IV. ADMINISTRATIVE OVERHEAD AND MARGIN (_____ %)		
V. TOTAL III AND IV		
VI. VAT (12%)		
VII. CONTRACT RATE PER MONTH		
VIII. NUMBER OF GUARDS	25	25
VIII. TOTAL COST (MONTHLY)		
Multiply by 12 Months		
TOTAL CONTRACT COST FOR 1 YEAR		

Bidder's Representative : _____

Printed Name and Signature of Bidder's
Representative/Authorized Signatory

Designation : _____

Date : _____

Contract Agreement Form for the Procurement of Goods

[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]