



Republic of the Philippines
Department of Agriculture
Bureau of Fisheries and Aquatic Resources
REGIONAL FISHERIES OFFICE - MIMAROPA

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS

Bid Reference Number	2023-009-a
Approved Budget for the Contract	Php 1,549,516.68
End-User & Procuring Unit	LADY FAIR S. CASTRO; GSU
Pre-Bid Conference Schedule	June 14, 2023; 4:00 pm
Bid Submission & Opening	June 26, 2023; 10:00 am

Sixth Edition

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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.

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.



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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]).

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.

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.



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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



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Section I. Invitation to Bid



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INVITATION TO BID
Bid Reference No.: 2023-009-a
PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS

1. The Bureau of Fisheries and Aquatic Resources (BFAR) Regional Fisheries Office - MIMAROPA, Department of Agriculture intends to apply the sum of **ONE MILLION FIVE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED SIXTEEN PESOS AND 68/ 100 (Php 1,549,516.68)** being the ABC to payments under the contract for Bid Reference No.: 2023-009-a entitled “**PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS**”. The said procurement project composed of **ONE (1) LOT** is particularly described as follows:

PROCUREMENT DETAILS	LOT NO.	ITEM/DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT	PRICE OF BID DOCUMENTS
PR # 2023-05-0207-a END USER: LADY FAIR S. CASTRO, OIC- General Services Unit	1	PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS (From July 2023 to December 2023) I. General Terms and Conditions <i>- 12 hours shift (AM/PM) per day</i> <i>For single post 12 hours night shift only</i> <i>- Contract inclusive of: wages, necessary security , supplies/ equipment</i> II. Specific Terms and Conditions 1. Security Services for Regional Office (Calapan City, Oriental Mindoro) @ Four (4) Security Personnel (A.M.P.M) - One (1) Head Security Guard - Three (3) Rank and File Security Guards 2. Security Services for Freshwater Technology Station Tilapia Hatchery (Barcenaga, Naujan, Oriental Mindoro) - One (1) Security Guard (night shift only) 3. Security Services for PFO Occidental Mindoro (Pag-asa, San Jose, Occidental Mindoro) - One (1) Security Guard (night shift only) 4. Security Services for RFTFCD (Sta. Monica, Puerto Princesa City, Palawan) - One (1) Security Guard (night shift only) 5. Security Services for Inland Sea Ranching Station (Sta Lucia., Puerto Princesa City, Palawan) - One (1) Security Guard (night shift only)	PHP1,549,516.68	Php 5,000.00

2. BFAR-MIMAROPA now invites bids for the above Procurement Project. Bids received in excess of the ABC shall be automatically rejected at bid opening. Delivery of the Goods shall be made in accordance with the terms specified in Section VI (Schedule of Requirements). 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. 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.



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4. Prospective bidders may obtain further information through MR. DEEJAY A. LABIAGA, BAC Secretariat Head of the BFAR MIMAROPA BAC OFFICE, at Telephone No. (043) 288-6322 and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM only, during Mondays thru Fridays.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, **until June 26, 2023; 8:30 AM.**
6. The BFAR-MIMAROPA will hold a **Pre-Bid Conference on June 14, 2023; 4:00 PM** at the address given below and/or through videoconferencing/webcasting via Google Meet. Participants as well as qualified bidders shall be notified of the link by the BAC Secretariat.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, **on or before June 26, 2023; 10:00 AM. Late bids shall not be accepted.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. **Bid opening shall be on June 26, 2023; 10:00 AM** at the given address below and/or through videoconferencing/webcasting via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BFAR-MIMAROPA does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/ employees or any other party. Any sort of this kind shall be reported immediately to the Office of the Secretary or the National Bureau of Investigation (NBI) for entrapment and proper investigation.
11. The BFAR-MIMAROPA 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:

*MR. DEEJAY A. LABIAGA,
Head, Bids and Awards Committee (BAC) Secretariat
BFAR MIMAROPA BAC OFFICE
2/F Le Grace Bldg., Brgy. Guinobatan, Calapan City, Oriental Mindoro
bacsecbfar4b@gmail.com
Tel: (043) 288-6322*
13. You may visit this website:

<https://mimaropa.bfar.da.gov.ph/>

ATTY. IVANN JAMES Z. VERGARA
Chairperson, BFAR MIMAROPA
Bids and Awards Committee



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Section II. Instructions to Bidders



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1. Scope of Bid

The Procuring Entity, Bureau of Fisheries and Aquatic Resources (BFAR) Regional Fisheries Office - MIMAROPA, Department of Agriculture, invites Bids for the ***PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS***, with ***Project Identification Number — 2023-009-a***.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***FY 2023*** in the amount of ***ONE MILLION FIVE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED SIXTEEN PESOS AND 68/ 100 (Php 1,549,516.68)***.

2.2. The source of funding is the *General Appropriations Act FY 2023*.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.



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- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to **Php 774,758.34** (50% of the ABC).
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that:
Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **2/F Le Grace Bldg., Brgy. Guinobatan, Calapan City, Oriental Mindoro** and/ or through videoconferencing/ webcasting via **Google Meet** 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 per lot as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the



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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)**.



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13. Bid and Payment Currencies

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

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM THE DATE OF THE OPENING OF BIDS**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of 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,



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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 14 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 follows:

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



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20. Post-Qualification

- 20.2. 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**.



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Section III. Bid Data Sheet



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Bid Data Sheet

ITB Clause											
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. any contract pertaining to the Procurement of Security Services; b. completed within five (5) years prior to the deadline for the submission and receipt of bids. 										
7.1	Subcontracting is not allowed.										
12	Not applicable.										
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 <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 The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="center">Lot No.</th> <th align="center">Item/ Description</th> <th align="center">Approved Budget for the Contract (ABC)</th> <th align="center">Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of the ABC)</th> <th align="center">Surety Bond (5% of the ABC)</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS</td> <td align="right">Php1,549,516.68</td> <td align="right">Php 30,990.33</td> <td align="right">Php 77,475.83</td> </tr> </tbody> </table>	Lot No.	Item/ Description	Approved Budget for the Contract (ABC)	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of the ABC)	Surety Bond (5% of the ABC)	1	PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS	Php1,549,516.68	Php 30,990.33	Php 77,475.83
Lot No.	Item/ Description	Approved Budget for the Contract (ABC)	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of the ABC)	Surety Bond (5% of the ABC)							
1	PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS	Php1,549,516.68	Php 30,990.33	Php 77,475.83							
15	Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid.										
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="center">Lot No.</th> <th align="center">Item/ Description</th> <th align="center">Unit</th> <th align="center">Qty.</th> <th align="center">Approved Budget for the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS</td> <td align="center">lot</td> <td align="center">1</td> <td align="right">Php 1,549,516.68</td> </tr> </tbody> </table>	Lot No.	Item/ Description	Unit	Qty.	Approved Budget for the Contract (ABC)	1	PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS	lot	1	Php 1,549,516.68
Lot No.	Item/ Description	Unit	Qty.	Approved Budget for the Contract (ABC)							
1	PROCUREMENT OF SECURITY SERVICES OF BFAR MIMAROPA FOR SIX (6) MONTHS	lot	1	Php 1,549,516.68							
20.2	The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts, prescribed reports stamped received by SSS, Pag-IBIG and PhilHealth as proof of remittances of employer's and employees' contributions for SSS, PhilHealth and Pag-IBIG Premiums of the security guards assigned to BFAR MIMAROPA only. A certificate that the contractor complies with the laws governing labor standards shall also be submitted.										
21.2	The Contractor shall secure and maintain, at its own expense, all registration, licenses, or permits required by law, and shall comply with all pertinent rules and regulations.										



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Section IV. General Conditions of Contract



**BUREAU OF FISHERIES AND AQUATIC RESOURCES
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1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



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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.



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Section V. Special Conditions of Contract



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Special Conditions of Contract

GCC Clause	
1	<p><i>No further requirements</i></p> <p>Delivery and Documents -</p> <p>Not applicable.</p> <p>Incidental Services -</p> <p>Not applicable.</p> <p>Spare Parts -</p> <p>Not applicable.</p> <p>Packaging -</p> <p>Not applicable.</p> <p>Transportation -</p> <p>Not applicable.</p> <p>Intellectual Property Rights -</p> <p>Not applicable.</p>
2.2	<p>“The terms of payment shall be as follows: <i>Monthly payment for the services rendered will be processed upon receipt of monthly billing statement and summary of attendance of security personnel.</i>”</p>
4	<p>The inspections and tests will be conducted by the designated delivery inspector in accordance with the existing laws.</p>



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Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Lot No.	Description	Quantity	Total	Delivered, Weeks/Months				
1	<p>The Security Provider shall provide on its own account all materials, tools and equipment necessary, appropriate and incidental to the job. Unless otherwise specified by the BFAR, the following supplies, materials, tools and equipment will be utilized:</p> <table border="1"> <thead> <tr> <th align="center">Description</th> <th align="center">Quantity</th> </tr> </thead> <tbody> <tr> <td>Security Services</td> <td> 1. Regional Office - Calapan City @ four (4) security personnel (A.M. P.M) - One (1) Head Security Guard - Three (3) Rank and File Security Guards; 2. Freshwater Technology Station Tilapia Hatchery - Barcenaga, Naujan, Oriental Mindoro @ one (1) security personnel (night shift only); 3. Provincial Fishery Office - Occidental Mindoro - Pag-asa, San Jose, Occidental Mindoro @ one (1) security personnel (night shift only); 4. Regional Fisheries Training Center - Sta. Monica, Puerto Princesa City, Palawan @ one (1) security personnel (night shift only); 5. Inland Sea Ranching Station - Sta. Lucia, Puerto Princesa City, Palawan @ one (1) security personnel (night shift only) </td> </tr> </tbody> </table>	Description	Quantity	Security Services	1. Regional Office - Calapan City @ four (4) security personnel (A.M. P.M) - One (1) Head Security Guard - Three (3) Rank and File Security Guards; 2. Freshwater Technology Station Tilapia Hatchery - Barcenaga, Naujan, Oriental Mindoro @ one (1) security personnel (night shift only); 3. Provincial Fishery Office - Occidental Mindoro - Pag-asa, San Jose, Occidental Mindoro @ one (1) security personnel (night shift only); 4. Regional Fisheries Training Center - Sta. Monica, Puerto Princesa City, Palawan @ one (1) security personnel (night shift only); 5. Inland Sea Ranching Station - Sta. Lucia, Puerto Princesa City, Palawan @ one (1) security personnel (night shift only)	8 Security personnel	8 Security personnel	6 months (From July 2023 to December 2023)
Description	Quantity							
Security Services	1. Regional Office - Calapan City @ four (4) security personnel (A.M. P.M) - One (1) Head Security Guard - Three (3) Rank and File Security Guards; 2. Freshwater Technology Station Tilapia Hatchery - Barcenaga, Naujan, Oriental Mindoro @ one (1) security personnel (night shift only); 3. Provincial Fishery Office - Occidental Mindoro - Pag-asa, San Jose, Occidental Mindoro @ one (1) security personnel (night shift only); 4. Regional Fisheries Training Center - Sta. Monica, Puerto Princesa City, Palawan @ one (1) security personnel (night shift only); 5. Inland Sea Ranching Station - Sta. Lucia, Puerto Princesa City, Palawan @ one (1) security personnel (night shift only)							



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Long Firearms with complete accessories at the Regional Office. Short Firearms at the Outreach Stations and PFO.

Firearms should be in good conditions, covered with license by PNP-FEO with complete load and ammunition.

Portable flash light	5
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Hand cuff	5
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Rattan Baton	4
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Office Supplies and Security Paraphernalia shall consist of:

Logbook	10
Ball pen	10
Umbrella	5
First Aid Kit	1

A. Concept of Implementation

In coordination with BFAR management and the outgoing security provider, the incoming security provider shall organize an advance team who will conduct a pre-deployment orientation site at the expense of the winning bidder. The said advance team shall render duties side by side with the personnel of the outgoing security provider two (2) days before the formal assumption.



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B. Service Take Over/Deployment Phase

1. A minimum of eight (8) hours before expiration of the security contract of the outgoing security contractor, the incoming security force listed in the manning detail order must attend a briefing to be conducted by the Administrative and Finance Section Chief. Thereafter, they shall be posted alongside with the outgoing security guards to get acquainted with their new assignments.

2. With the consent of the officers of both parties, staffs of the outgoing security provider shall pass through the security searching procedures upon their departure from premises of BFAR MIMAROPA. All office equipment, furniture paintings, vehicles and other items of significant value that is to be brought outside BFAR Compound shall be accompanied by Gate pass by the authorize concerned personnel.

3. Authorized representative of the outgoing security contractor shall be required to make proper endorsement of accountability to the authorized representative of the incoming security contractor in the presence of the Admin and Finance Section, PFO's and Outreach Station Chief prior to their departure.

4. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment and all necessary documents such as detail order, guards' license, copy of firearms license, and individual company I.D.



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C. Logistics

1. Security Contractor shall provide the security force with the minimum equipment required such as firearms, VHF radios and other equipment deemed necessary in the effective implementation of security policies, rules and regulation of BFAR. CCTV's are provided by BFAR.

2. The Security Contractor shall also provide the daily time record (DTR), other logistical supplies such as logbooks, uniforms and paraphernalia.

D. Compound/ Building Security Access System

To secure all main entry/ exit doors and gates before, during and after office hours in order in order to prevent entry of people carrying deadly weapons, explosive, toxic chemicals, contraband items and prohibited drugs and other harmful materials and prevent materials pilferage and any destruction to client property.

Check entry packages, boxes, equipment, firearms and other deadly weapon, etc. to prevent destruction or loss property.

Head guard

- a) Has over-all responsibility in the BFAR Regional Office compound;
- b) Provides leadership and direction for the Security Guards;
- c) Responsible for the BFAR MIMAROPA management for the implementation of the policies and directive relevant and other security functions;



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d) Responsible for the processing of payments and other documents pertaining to contract implementation;

e) Monitor the performance and efficiency of guards and recommends the relief of misfits;

f) Checks and prevent authorized persons from loitering corridors from office to the other without official business or transactions;

g) Apprehends person attempting or gaining authorize access to restricted areas and those committing unlawful acts;

h) Conducts troops information and education to all guards and surroundings;

i) Prepares and submit special reports of unusual incidents;

j) Submit proposal for security implementation system if possible;

k) Submit and prepares guard details and monthly reports and conditions of secured properties;

l) Reports immediately all or any untoward incident within their post for assignment and tour duties to the Chief, Admin and Finance Section;

m) Such other function as the need arises.

**Gate Guards/ Lobby Guards
(Rank and File)**

a) Enforce all existing BFAR rules and regulations. Inspect all vehicles entering and / or leaving the BFAR premises;



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	<p>b) Control of traffic and direct drivers to park vehicles properly in designated parking area. Control parking vehicles of visitors to the designated parking area. Employee vehicle will be allowed entry and parked in the designated area for privately owned vehicles;</p> <p>c) Safeguard and protect park vehicles from pilferage of accessories in other attachment;</p> <p>d) Not allow BFAR vehicle to leave the compound without necessary trip ticket and gate pass duly signed by the BFAR permanent personnel or duly authorize by the Regional Director;</p> <p>e) Maintain a logbook on the arrival and departure of BFAR employees and vehicles;</p>			
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I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company Name

Date



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Section VII. Technical Specifications



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Technical Specifications

Lot No.	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>



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1	<p>Quantity: 8 security personnel</p> <p>a. Security Services for Regional Office (Calapan City, Oriental Mindoro) @ Four (4) Security Personnel (<i>A.M.P.M</i>)</p> <ul style="list-style-type: none"> - One (1) Head Security Guard - Three (3) Rank and File Security Guards <p>b. Security Services for Freshwater Technology Station Tilapia Hatchery (Barcenaga, Naujan, Oriental Mindoro)</p> <ul style="list-style-type: none"> - One (1) Security Guard (<i>night shift only</i>) <p>c. Security Services for PFO Occidental Mindoro (Pag-asa, San Jose, Occidental Mindoro)</p> <ul style="list-style-type: none"> - One (1) Security Guard (<i>night shift only</i>) <p>d. Security Services for RFTFCD (Sta. Monica, Puerto Princesa City, Palawan)</p> <ul style="list-style-type: none"> - One (1) Security Guard (<i>night shift only</i>) <p>e. Security Services for Inland Sea Ranching Station (Sta Lucia., Puerto Princesa City, Palawan)</p> <ul style="list-style-type: none"> - One (1) Security Guard (<i>night shift only</i>) <p>Duration of Agreement The Security Service Provider shall undertake security services as herein mentioned, covering the period from 01 July 2023 to 31 December 2023.</p> <p>Qualification Requirements of the Service Provider</p> <p>I. The Security provider shall have the necessary experience and expertise in providing security services. Minimum of 3 years experienced in providing security services or at least SEC registered.</p> <p>II. The security guards must be duly licensed, properly skilled/ trained, of good moral character, psychologically, mentally and physically fit, and with the following minimum qualifications.</p>
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- a. Filipino citizen
- b. Males or at least one (1) female at the Regional Office to ensure gender representation;

Level of Qualification	No. of Personnel	Age	Additional Requirement
Security Officer (Supervisory)	1	Not more than 60 years old	- Physically fit to work - able to draft documents and reports of incidents
Regular Security Guards	7	Not more than 60 years old	- Physically fit to work

- i. Must have at least high school graduate or college level;
- ii. At least 5'4" in height for male and 5'2" height for female;
- iii. The service provider shall also submit the following documentary requirements prior to posting: Certificate from any accredited security training institute of the Private Security Licensing of PNP, NBI Clearance, PNP Clearance; Barangay Clearance; Physical/Medical/ Health Certificate; Psychoneurotic test; and Personal Data Sheet;
- iv. Perform Other tasks that maybe assigned from time to time;

III. The Security Provider shall be responsible in supervising and monitoring the security guards deployed at the BFAR to ensure that



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they efficiently perform their duties and responsibilities as herein provided.

IV. The Security Provider shall ensure that security guards are to be provided with proper uniforms and paraphernalia, firearms and ammunitions and other basic equipment as provided in RA No. 5487 including security related equipment.

V. The Security Services shall cover all BFAR offices but not limited to the following:

- a) Conduct security checks of all visitors entering the Office Building;
- b) Monitor the entry of all officials, employees and visitors by requiring to logs their arrival and departure;
- c) Assist in securing the time keeping machine;
- d) Conduct regular roving inspection to prevent incident of theft or fire;
- e) Unplug computers and other office equipment during night time;
- f) Conduct regular roving inspection of the BFAR vehicles at the parking lots, for the official;
- g) Perform other tasks that maybe assigned by the concerned BFAR officials;

VI. The Security Provider shall provide, at its own expense, all the necessary supplies of the security guards deployed at the BFAR Office;

VII. The Security Provider shall assume full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract;

VIII. That the Security Provider shall furnish the security guards assigned to the premises of the CLIENT with the necessary licensed firearms as well as guarding paraphernalia's needed in the proper discharge of their duties at no additional cost to the CLIENT;



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IX. The Security Provider shall be able to respond to security issues within three (3) hours from receipt of notification. In case of delays in the three (3) hour response time, corresponding penalties or liquidated damages will be implemented;

X. In case of emergencies or urgent security concerns within the office premises, the security guards should respond immediately;

XI. The Security Provider shall guarantee that all security guards follow all regulations, policies, security programs and plans to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of BFAR including authorized visitors in the execution of their duties;

XII. The Security Provider shall submit reports, as well as reports of all incidents of loss, injury and damage to life and property, involving BFAR's property and personnel that occurred during the previous day;

XIII. Security Provider shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to BFAR's personnel or visitors, or damage/loss to BFAR's properties or those of its personnel or visitors within BFAR areas.

XIV. That the security provider shall adopt a guarding system and post guards in accordance thereof, at the premises of the client of twelve (12) hours shift daily, including Sundays and Holidays;

XV. That the security provider shall, at its own expense, make periodic and appropriate inspections of the guards assigned at the premises of the client and shall exercise discipline, control supervision, and administration over the security guards/



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personnel assigned thereat, in accordance with its rules and regulations, and related laws. The officers and supervisors of the client shall have the right to inspect the guard of the agency with a view in determining the quality and acceptability of the services rendered by the agency with a view in determining the quality and acceptability of the services rendered by the agency personnel within the premises;

XVI. That the security provider shall bear all responsibility for any loss or damage to the client's properties due to the fault or negligence of the security guards. However, the security provider shall not be liable for loss or damage due to force majeure or fortuitous events like conflagration, earthquake, typhoon, or other natural disasters or calamities beyond the control of man. Written notice of loss shall be given to the security provider by the client within forty-eight (48) hours from the time of discovery of the loss or damage, thereby affecting immediate investigation by competent authority, to establish against whom the loss attributable. The client shall not automatically deduct its claim for losses/damages from bimonthly billing and / or delay the release of checks payable to the security provider as there is still an on-going/pending investigation of the case;

XVII. That the security provider shall not be liable for the losses/ damages due to the negligence or dishonesty of the client's personnel or orders of the client beyond the scope of this contract;

XVIII. That the client shall not be responsible for any claim for personal injury or damage, including death sustained by the guard or any third party where such injury or death arises during the performance to work by the security provider's security guards;

XIX. That the security provider also agrees to hold the client free from any and all



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liabilities or claim which may be filed by the security guards by reason of their employment under this contract or under the provisions of any labor laws, it being understood that the guards of the security provider/agency assigned to the client are not employees of the client;

XX. The security provider shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances and all other benefits to its security personnel within legal rates provided under DOLE Department Order No. 150-16 and other related laws and all other legal benefits of its employees;

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date



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Section VIII. Checklist of Technical and Financial Documents



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Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

IMPORTANT REMINDERS

The above checklist is in conformity with the requirements of the bid project; the provisions of the Philippine Bidding Documents; and Republic Act No. 9184 or the Government Procurement Reform Act and its 2016 Implementing Rules and Regulations (IRR).

- ✓ *The bidders are encouraged to consult this checklist in the preparation of their Bid Envelopes. However, this is **BY NO MEANS EXCLUSIVE**. Bidders **must still familiarize themselves and abide with** other bid requirements not otherwise included in the checklist such as, but not limited to those in the TOR, Bid Bulletins, Pertinent GPPB guidelines, rules, etc.*
- ✓ *Bidders are highly encouraged to consult **GPPB Circular No. 04-2020 dated 16 September 2020** for the required forms to be submitted and the mandatory provisions of each form, which may be accessed through this link: <https://www.gppb.gov.ph/issuances/Circulars/GPPB%20Circular%20No.%2004-2020.pdf>*
- ✓ *In case of conflict between the checklist provided herein and the provisions of the bidding documents, the latter shall prevail. In case of conflict between the bidding documents and RA 9184 and its IRR, the latter shall prevail.*
- ✓ *All documents shall be current and updated and any missing document in the above-mentioned Checklist is a ground for outright rejection of the bid.*
- ✓ *All pages of the documents shall be signed / initialed by the bidder or by his / her authorized representative.*
- ✓ *To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the above-mentioned checklist when placed in an Envelope, with documents tabbed and labeled according to the Dog-Ear Code.*
- ✓ *Bidders are likewise advised to properly place the documents in folders (fastened or bound) before placing the same in the required envelopes to avoid misplacing or disorganizing the documents.*

Republic of the Philippines



Government Procurement Policy Board