

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROVISION OF BFAR-7 SECURITY SERVICES (REGIONWIDE) FOR FY 2024

(Bid Reference No. 2023-085)

Government of the Republic of the Philippines
Department of Agriculture
**BUREAU OF FISHERIES AND AQUATIC
RESOURCES**
Regional Office No. 7



**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	12
2. Funding Information.....	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5. Eligible Bidders.....	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	15
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	16
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	17
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract	21
1. Scope of Contract	22
2. Advance Payment and Terms of Payment	22
3. Performance Security	22
4. Inspection and Tests	22
5. Warranty	23
6. Liability of the Supplier	23
Section V. Special Conditions of Contract	24
Section VI. Schedule of Requirements	28
Section VII. Technical Specifications	30
Section VIII. Checklist of Technical and Financial Documents	Error! Bookmark not defined.

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



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRICULTURE
BUREAU OF FISHERIES AND AQUATIC RESOURCES
REGION VII

INVITATION TO BID
BID REFERENCE NO. 2023-085

**“PROVISION OF BFAR-7 SECURITY SERVICES (REGIONWIDE) FOR
FY 2024”**

1. The DA-Bureau of Fisheries and Aquatic Resources Region VII, through the General Appropriations Act (GAA) FY 2024 intends to apply the sum of **TEN MILLION EIGHT HUNDRED THOUSAND PESOS ONLY (Php 10,800,000.00)** being the Approved Budget for the Contract (ABC) to payment under the contract for **“PROVISION OF BFAR-7 SECURITY SERVICES (REGIONWIDE) FOR FY 2024”**.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

P.R. No./Account Code	Lot No.	ITEM/DESCRIPTION	Approved Budget for the Contract (ABC) (PHP)
23-09-1732	1	40 SG Security Services (Regionwide) One year service for the following offices: 1.) Regional Office – 3 2.) PFO-Bohol, Tagbilaran City – 2 3.) PFO-Negros Oriental, Dumaguete City – 2 4.) PFO-Siquijor, Larena, Siquijor – 2 5.) CBH Pangangan, Calape, Bohol – 3 6.) CVMSNDTC, Bentig, Calape, Bohol – 9 7.) UBFF, Ubay, Bohol – 3 8.) MSH, Sinandigan, Ubay, Bohol – 3 9.) LDFFF, Camotes, Cebu – 2 10.) CBFF, Carmen, Cebu – 3 11.) RFTFCD, Carmen, Cebu – 3 12.) MSH, Kawit, Medellin, Cebu – 2 13.) CFFF, Clarin, Bohol – 3 Timeframe: 12 Month/s	10,800,000.00

2. The DA-Bureau of Fisheries and Aquatic Resources Region VII now invites bids for the procurement indicated above. Prospective bidders should have experience in undertaking similar project within the last five (5) years. 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 implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorship, partnership, 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 right or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from BFAR-7 BAC Secretariat and inspect the Bidding Documents at the address given below during 8AM to 5PM /Mondays to Fridays except holidays.
5. A complete set of Bidding Documents may be purchased by interested bidders on **November 20, 2023 to December 06, 2023; 8:00A.M. to 4:00P.M. at BFAR-7 BAC Office, 3rd floor, Arellano Blvd., Cebu City**, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of **Php 25,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *Official Receipt (OR)* along with the submission of their bids.
6. The Department of Agriculture – Bureau of Fisheries and Aquatic Resources Region VII, will hold a Pre-Bid Conference on **November 24, 2023, 02:00 PM** at BFAR-7 Conference Room, 4th floor, Arellano Blvd., Cebu City and/or through video conferencing or webcasting *via Google Meet (link will be provided upon submission of LOI)*, which shall be opened to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at **BFAR-7 BAC Office, 3rd floor, Arellano Blvd., Cebu City**, (ii) online or electronic submission on or before **December 06, 2023, 2:00 PM**. 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 14.1.
9. Bid opening shall be on **December 06, 2023, 2:00 PM** at **BFAR-7 Conference Room, 4th floor, Arellano Blvd., Cebu City**. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. The DA-Bureau of Fisheries and Aquatic Resources Region VII 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.

11. For further information, please refer to:

BFAR-7 BAC Secretariat

Address: BFAR-7 BAC Office, 3rd floor, Arellano Blvd., Cebu City

Email: bacbfar7@gmail.com

Telephone number: (032) 260-1766 / 09976619824

12. You may visit the following websites:

For downloading of Bidding Documents: www.region7@bfar.da.gov.ph
www.philgeps.gov.ph

Issued this 16th day of November, 2023

Original signed
LUZVIMINDA R. BATO
Vice Bac-Chairperson
BFAR-7, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DA-Bureau of Fisheries and Aquatic Resources-VII** wishes to receive Bids for the **Provision of BFAR-7 Security Services (Regionwide) for FY 2024**, with identification number **2023-085**.

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

2. Funding Information

2.1. The GOP through the source of funding through General Appropriations Act (GAA) FY 2024 in the amount of Ten Million Eight Hundred Thousand Pesos Only (Php 10,800,000.00).

2.2. The source of funding is General Appropriations Act FY 2024.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this project.

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

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on November 24, 2023, 02:00 BFAR-7 Conference Room, 4th floor, Arellano Blvd., Cebu City and/or through video conference call 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 as indicated in **ITB** Clause 5.3 should have been completed within **Five (5) years** prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippines Peso.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 **April 04, 2024 (120 calendar days from the opening of bids on December 06, 2023)**. 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) duplicate copy of the first and second components of its Bid.

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 bids on or before **December 06, 2023, 2:00 P.M.** at **BFAR-7 Conference Room, 4th floor, Arellano Blvd., Cebu City**, and Electronic Documents through bacbfar7@gmail.com as indicated in paragraph 7 of the **IB**.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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> <p>a. 1 lot - Provision of BFAR-7 Security Services (Regionwide) for FY 2024.</p> <p>b. Bidder must have completed a single contract that is similar to this Project, equivalent to at least Fifty percent (50%) of the ABC within Five (5) years prior to the deadline for the submission and receipt of bids.</p>			
7.1	Subcontracting is not allowed.			
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> <p>a. The amount of not less than <u>216,000.00</u> [<i>amount equivalent to 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</p> <p>b. The amount of not less than <u>540,000.00</u> [<i>amount equivalent to five percent (5%) of ABC</i>] if bid security is in Surety Bond.</p>			
<i>List the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.</i>				
18.2				
	P.R. No./Account Code	Lot No.	ITEM/DESCRIPTION	Approved Budget for Contract (ABC) (PHP)
	22-11-1325	1	<p>40 SG Security Services (Regionwide)</p> <p>One year service for the following offices:</p> <ol style="list-style-type: none"> 1.) Regional Office – 3 2.) PFO-Bohol, Tagbilaran City – 2 3.) PFO-Negros Oriental, Dumaguete City – 2 4.) PFO-Siquijor, Larena, Siquijor – 2 5.) CBH Pangangan, Calape, Bohol – 3 6.) CVMSNDTC, Bentig, Calape, Bohol – 9 7.) UBFF, Ubay, Bohol – 3 8.) MSH, Sinandigan, Ubay, Bohol – 3 9.) LDFFF, Camotes, Cebu – 2 10.) CBFF, Carmen, Cebu – 3 11.) RFTFCD, Carmen, Cebu – 3 12.) MSH, Kawit, Medellin, Cebu – 2 13.) CFFF, Clarin, Bohol – 3 <p>Timeframe: 12 Month/s</p>	10,800,000.00

20.2	<p>1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:</p> <p>i. 2021 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the previous 6 months.</p> <p>**In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</p> <p>*** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</p>
21.2	No further instruction.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“Provision of BFAR-7 SECURITY SERVICES (REGIONWIDE) FOR FY 2024”</p> <p>The delivery terms applicable to this Contract are delivered to the following areas:</p> <p>BFAR-7 Offices:</p> <ul style="list-style-type: none"> ❖ Regional Office ❖ PFO-Bohol, Tagbilaran City ❖ PFO-Negros Oriental, Dumaguete City ❖ PFO-Siquijor, Larena, Siquijor ❖ CBH Pangangan, Calape, Bohol ❖ CVMSNDTC, Bentig, Calape, Bohol ❖ UBFF, Ubay, Bohol ❖ MSH, Sinandigan, Ubay, Bohol ❖ LDFFF, Camotes, Cebu ❖ CBFF, Carmen, Cebu ❖ RFTFCD, Carmen, Cebu ❖ MSH, Kawit, Medellin, Cebu ❖ CFFF, Clarin, Bohol <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is MS. ROSALINA S. PATEÑO.</p> <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> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- A. Such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract.

The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods.

Spare parts or components shall be supplied as promptly as possible, but in any case, within (Please refer below) months of placing the order.

1 Lot – January to December 31, 2024

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	No further instruction.
4	No further instruction.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Provision of BFAR-7 Security Services (Regionwide) for FY 2023		40 Security Guards	within Twelve (12) Month/s upon receipt of the Notice to Proceed
	<ul style="list-style-type: none"> • Regional Office, Arellano Blvd., Cebu City 	3		
	<ul style="list-style-type: none"> • PFO-Bohol, Tagbilaran City 	2		
	<ul style="list-style-type: none"> • PFO-Negros Oriental, Dumaguete City 	2		
	<ul style="list-style-type: none"> • PFO-Siquijor, Larena 	2		
	<ul style="list-style-type: none"> • CBH, Pangangan, Calape, Bohol 	3		
	<ul style="list-style-type: none"> • CVMNDTC, Bentig, Calape, Bohol 	9		
	<ul style="list-style-type: none"> • UBFF, Son-oc, Ubay, Bohol 	3		
	<ul style="list-style-type: none"> • MSH, Sinandigan, Ubay, Bohol 	3		
	<ul style="list-style-type: none"> • LDFFF, Camotes, Cebu 	2		
	<ul style="list-style-type: none"> • CBFF, Carmen, Cebu 	3		
	<ul style="list-style-type: none"> • RFTFCD, Carmen, Cebu 	3		

	<ul style="list-style-type: none"> MSH, Kawit, Medellin, Cebu 	2		
	<ul style="list-style-type: none"> CFFF, Clarin, Bohol 	3		

I hereby commit to deliver all the above requirements in accordance with the above stated schedule.

Name of Company

Signature over Printed Name of
Authorized Representative

Date

Note:

The schedule and/or number of guards specified in this Section may be modified and/or increased or decreased, at the sole discretion of the PROCURING ENTITY depending on the exigency of the service or demands of the security situation. It is understood that no payment for the deployment of additional guards shall be made unless a Manpower Deployment Schedule for such increase, duly approved by the PROCURING ENTITY, is attached to the affected billing. In the event that the SECURITY AGENCY decides to pull out any guard from the premises, the SECURITY AGENCY shall give prior notice to the PROCURING ENTITY for conformity and provide the appropriate and immediate replacement thereof.

Section VII. Technical Specifications

Technical Specifications

Lot No. 1: Provision of BFAR-7 Security Services (Regionwide) for FY 2024

Approved Budget for the Contract (ABC): Php 10,800,000.00

<i>Specification</i>				<i>Statement of Compliance</i>
<i>No.</i>	<i>Item Description</i>	<i>Qty.</i>	<i>Unit</i>	
1	Provision of BFAR-7 Security Services (Regionwide) FY 2024 41 Security Guards Regional Office – 3 PFO-Bohol, Tagbilaran City – 2 PFO-Negros Or., Dumaguete City – 2 PFO-Siquijor, Larena, Siquijor – 2 CBH Pangangan, Calape, Bohol – 3 CVMSNDTC, Bentig, Calape, Bohol – 9 UBFF, Ubay, Bohol – 3 MSH, Sinandigan, Ubay, Bohol – 3 LDFFF, Camotes, Cebu – 2 CBFF, Carmen, Cebu – 3 RFTFCD, Carmen, Cebu – 3 MSH, Kawit, Medellin, Cebu – 2 CFFF, Clarin, Bohol – 3 Timeframe: 12 Month/s	1	Lot	<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 applicable laws and issuances.]</i>

TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES FOR FY 2024

1. The contractor agrees to undertake and perform the following services:
 - 1.1 Provide BUREAU OF FISHERIES AND AQUATIC RESOURCES -7, the client, with licensed uniformed security guards with duly licensed firearms;
 - 1.2 Ensure that security guards to be posted or assigned to the client shall possess the qualification provided under RA 5487 and its corresponding implementing rules and regulations;
2. The Security Guards to be assigned in the client shall meet the following qualifications and submit the following requirements:
 - A. Must have passed the drug test conducted by a DOH-accredited drug testing center
 - B. Must be a licensed Security Guard
 - C. Must be of good moral character and not been convicted of any crime
 - D. Must have no pending criminal case filed against him
3. Must submit the following requirements;
 - A. Drug test result showing a negative result
 - B. NBI Clearance
 - C. Resume with recent photo
 - D. Copy of the Security Guard License
 - E. Confidentiality and Non-Disclosure Undertaking
4. After execution of contract between the procuring entity and the winning contractor, the latter shall submit, within three (3) days therefrom, the list of security guards to be assigned with their documentary requirements referred in paragraph no. 4. Thereafter, a pre-implementation conference shall be held during which, the procuring entity shall assess and review the qualifications of the security guards to be assigned in the premises.
5. The Security Agency must have an office within Cebu with at least six (6) years contract experience with a government agency or hospital facility
6. DOLE Accredited
7. Must have a satisfactory rating/performance from any government agency or hospital facility
8. Upon Post-Qualification, the supplier/service provider must provide or present the following:
 - A. List of the proposed 40 Security Personnel to be assigned in BFAR including their license number and date of expiry.

9. Latest/Current Clearance/Certificate of good standing and compliance with statutory obligation from Securities and Exchange Commission (SEC) for corporation and partnership.
10. The security agency must have a principal office at Cebu or a satellite office in Cebu provided that the satellite office was established prior to the date of opening of bids complete with the permits and clearances from the city/town/local government unit where the office is located. This is to ensure that the service provider will address immediately the concern of the agency in terms of security personnel replacement.
11. Certificate of no pending labor case issued by the National Labor Relations Commission where the principal office is located. In cases wherein the security agency has several satellite offices, there is a need to provide the corresponding NLRC Certificate for each region/location.
12. Has been in the business at least six (6) years
13. Prior to assumption of contract all 40 Security Personnel must attend the orientation program that is at least 3 days from the start of duty. ***Failure to provide the total number will be subject to termination of the contract.***

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (l) 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

- (m) 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.

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

- (n) *[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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

Aside from the regular eligibility requirements indicated, the first envelope shall also contain the following technical documents:

- Valid PNP/SOSIA Certification
- NLRC Certificate of No Pending Case
- Valid and Current License to Operate
- Previous License to Operate (2019-2023)
- PADPAO/APSAO Certificate of Membership
- SSS Certificate last two (2) years (January 2021-December 2023)
- Certificate of Accreditation as Private Security Training School
- Sworn Statement of the Prospective Bidder of the number of its existing.
- Inventory of licensed firearms, communication equipment, other equipment or at least one (1) service utility vehicle, owned or under lease and/or purchase agreement.
- October to November 2023 (Last three months) Disposition of manpower and firearms duly received by PNP/SOSIA.
- Security Plan
- Sworn Statement of compliance with the requirements for personnel recruitment and selection process in relation to Section VII, Item D.
- Training Module Program of Instruction (POI) in relation to Section VII, Item E.
- Certificate of Site Inspection (if Applicable)

