



Republic of the Philippines
DEPARTMENT OF TRANSPORTATION

MARITIME INDUSTRY AUTHORITY



PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF 2023 SECURITY SERVICES FOR THE MARINA CENTRAL OFFICE AND ITS SATELLITE OFFICES THROUGH EARLY PROCUREMENT

**Public Bidding No.
2022-10-544**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, Security, 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



MARITIME INDUSTRY AUTHORITY

**INVITATION TO BID FOR
PROCUREMENT OF 2023 SECURITY SERVICES FOR THE
MARINA CENTRAL OFFICE AND ITS SATELLITE OFFICES
THROUGH EARLY PROCUREMENT**

1. The **MARITIME INDUSTRY AUTHORITY**, through the *2023 General Appropriations Act (GAA)* intends to apply the sum of **Thirteen Million Pesos (Php 13,000,000.00)** being the ABC to payments under the contract for **PROCUREMENT OF 2023 SECURITY SERVICES FOR THE MARINA CENTRAL OFFICE AND ITS SATELLITE OFFICES THROUGH EARLY PROCUREMENT**, with identification number **2022-10-544**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **MARITIME INDUSTRY AUTHORITY** now invites bids for the above Procurement Project. Delivery of the Goods is required by **Section VI. Schedule of Requirements**. Bidders must be engaged in the business for at least **Five (5) years** from the date of the bid opening. 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.

4. Prospective Bidders may obtain further information from **MARINA Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the MARINA website and the address given below from Monday to Friday, 09:00 A.M. to 04:00 P.M.
5. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at www.marina.gov.ph, however, the Bidder shall pay the Bid Documents based on the table below. Proof of payment shall be presented prior to submission of Bids.

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 10 Million up to 50 Million	10,000.00
More than 50 Million up to 500 Million	25,000.00
More than 500 Million	75,000.00

6. The **MARITIME INDUSTRY AUTHORITY** will hold a Pre-Bid Conference on *16 November 2022 at 7th Floor, Hearing Room MARINA Central Office, Port Area, Manila at 1:00 PM* and/or *through* video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 07 December 2022 12:00 PM. Bid will be opened in the presence of the Bidder limited to only one representative, who chooses to attend at the address below. Late bids shall not be accepted.
9. The Schedule of Bidding Activities shall be as follows:

ACTIVITIES	DATE/TIME	VENUE
1. Posting of Bid Documents	16 November – 22 November 2022	PhilGEPS and MARINA Website and Premises
2. Sale and Issuance of Bid Documents	16 November to 29 November 2022 9:00 A.M. to 4:00 P.M. except on 29 November 2022 which will be until 11:00 AM	MARINA Central Office, Port Area, Manila

3. Pre-bid Conference	23 November 2022 2:00 to 3:00 P.M.	7th Floor, Hearing Room MARINA Central Office, Port Area, Manila
4. Receipt of Requests for Interpretation from the Bidders	24 November to 26 November 2022	via email : bacsec@marina.gov.ph
5. Issuance/Posting of Supplemental/Bid Bulletin, if any	28 November to 29 November 2022	PhilGEPS and MARINA website
6. Deadline of Submission of Bids	07 December 2022 12:00 P.M.	MARINA Central Office, Port Area, Manila
7. Opening of Bid Documents	07 December 2022 3:00 P.M.	7th Floor, Hearing Room MARINA Central Office, Port Area, Manila

10. The **MARITIME INDUSTRY AUTHORITY** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, you can contact the BAC Secretariat c/o Ms. Jannine V. Fajardo at 09166116453 and email address at bacsec@marina.gov.ph from 09:00 A.M. to 04:00 P.M., Monday to Friday.
12. You may visit the following websites:
For downloading of Bidding Documents:
www.marina.gov.ph
<https://www.philgpeps.gov.ph>

Sgd.
ARSENIO F. LINGAD II
Chairperson, Bids and Awards Committee

Section II.
Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **MARITIME INDUSTRY AUTHORITY** wishes to receive Bids for the ***PROCUREMENT OF 2023 SECURITY SERVICES FOR THE MARINA CENTRAL OFFICE AND ITS SATELLITE OFFICES THROUGH EARLY PROCUREMENT***, with identification number **2022-10-544**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2023 in the amount of Thirteen **Million Pesos (Php 13,000.000.00)**.

2.2. The source of funding is: *NGA, the National Expenditure Program*.

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 exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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:

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.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 7th Floor Hearing Room Maritime Industry Authority 20th St corner Bonifacio Drive Port Area Manila and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **the last 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 the **BDS**.
- 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 the **BDS**.

13. Bid and Payment Currencies

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

- 13.2. Payment of the contract price shall be made in:

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 calendar days from the date of 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 of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's 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 may be. 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.

20. Post-Qualification

- 20.1. **Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.**

21. Signing of the Contract

- 21.1. **The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.**

Section III.
Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.1	<p><u>QUALIFICATION OF THE BIDDER:</u></p> <ol style="list-style-type: none"> 1. Should have at least five (5) years of experience in providing security services to a government agency; 2. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing; 3. Must be a duly licensed and registered Service Contractor with the Department of Labor and Employment; 4. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority; 5. Must be duly registered with the Social Security System (SSS), Home Development; Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH); 6. Must be duly registered with the Bureau of Internal Revenue; Net Financial Contracting Capacity at least; and 7. Must be duly registered with the Philippine Government Electronic Procurement System (PhilGEPS).
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a) Contract providing Security Services. b) Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods/Services shall be based on the current market prices and minimum wage orders and other relevant laws.

	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
14.1	a. The amount of not less than Php 260,000.00 (2% of ABC) , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than Php 650,000.00 (5% of ABC) , if bid security is in Surety Bond.

<p style="text-align: center;">15</p>	<p>Each Bidder shall submit the following in <i>one (1)</i> big envelope duly labeled as follows:</p> <ol style="list-style-type: none"> a) Be addressed to the Procuring Entity’s BAC b) Bear the name and address of the Bidder in CAPITAL LETTERS c) Bear the Name and Bid Ref. No. of the Project d) Contain the name of the project to be bid in CAPITAL LETTERS Bear the warning “DO NOT OPEN BEFORE (The Date)” <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <p style="text-align: center;">TO: THE BIDS AND AWARDS COMMITTEE</p> <p style="text-align: center;">MARITIME INDUSTRY AUTHORITY - CENTRAL OFFICE</p> <p>FROM: _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS: _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT: _____ BID REF: _____ (In Capital Letters, Indicate the Phrase)</p> <p style="text-align: center;">DO NOT OPEN BEFORE _____ (Time for the opening of bids)</p> </div>
	<p>Inside the one (1) big sealed envelope shall contain two (2) sets of sealed envelopes:</p> <ol style="list-style-type: none"> 1. First envelope must contain one original and two copies of eligibility and technical documents duly marked as “original”, “copy 1”, “copy 2” and additional two (2) separate envelopes containing the following: <ol style="list-style-type: none"> a. The bidders must have no pending case within the last two (2) year from the date of bidding supported by an original certificate from DOLE; and

	<p>b. Must have verifiable satisfaction performance records from at least three (3) government agencies or private corporations, with whom the contractor has ongoing or complete contracts for the past five (5) years.</p> <p>Second envelope must contain one original and two copies of the Financial Bid Form duly marked as “original”, “copy 1”, and “copy 2”.</p>
16.1	<p>The address for submission of bids is</p> <p style="text-align: center;">MARINA BAC Secretariat</p> <p style="text-align: center;">10th Floor, MARINA Building, A. Bonifacio Drive corner 20th Street, Port Area, Manila</p> <p>The deadline of submission of bids is <u>07 December 2022, 12PM.</u></p>

17.1	<p>The place of bid opening is</p> <p style="text-align: center;">MARINA Board Room, 7th Floor MARINA Building A. Bonifacio Drive corner 20th Street, Port Area, Manila</p> <p>The Date and time of opening is on: <u>07 December 2022, 3:00 PM.</u></p>
20.2	<p>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.</p>
21.1	<p>The assigned security personnel should ideally possess the following qualifications:</p> <ol style="list-style-type: none"> a. With at least two (2) years of experience in Security Services (Attach proof); b. Photocopy of Valid license issued by the Philippine National Police (PNP) /Supervisory Office on Security and Investigation Agencies (SOSIA) and PADPAO; c. For security personnel, must have completed at least Senior High School Graduate (Attach proof) d. For Head Security Officer, must completed at least two (2) years in college or if an ex-military (Armed Forces of the Philippines or PNP), with rank of sergeant (Attach Photocopy); e. Must be capable of operating CCTV monitoring system; f. At least 21 years of age g. Physically and mentally fit h. Photocopy of Vaccine Card (must be Fully vaccinated against Covid 19) i. Must have passed the neuropsychiatric examination and drug tests conducted by any Philippine National Police (PNP) / National Bureau of Investigation (NBI). Expenses for said tests are chargeable to the Service Provider (Attach Proof);

	<ul style="list-style-type: none">j. Duly licensed and properly screened and cleared by PNP, NBI, and other government offices issuing clearances for employment (Attach Proof); andk. Must have no derogatory record (Attach Proof).
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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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, **Section VII (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

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

6. Liability of the Supplier

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>Delivery of the Goods and Services (i.e., Security services, supplies and equipment) shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><u>RESPONSIBILITIES OF THE SECURITY AGENCY AND PERSONNEL</u></p> <p style="text-align: center;"><i>SECURITY AGENCY</i></p> <ol style="list-style-type: none"> 1. The Security Agency shall secure ingress and egress within the MARINA premises and of all persons or vehicles, and things/materials brought in and out of said premises including the conduct of reasonable check on persons and properties as normally done in public or private establishments and places for purposes of ensuring safety and security against unauthorized persons, vehicles, and/or things or materials. 2. The Security Agency shall immediately make the necessary reports of any incident to MARINA and/or to other concerned authorities for purposes of police and other official investigations. 3. The security personnel assigned shall be provided with proper agency uniforms and visible identification badges. They must also be duly licensed. 4. The security personnel shall be equipped with licensed firearms and ammunition necessary in the course of their security enforcement and maintenance of peace and order at the MARINA premises and its vicinity. 5. The Security Agency shall provide two (2) units Handheld Radio as communications equipment. 6. <u>The Security Agency shall submit to MARINA a security plan tailor fit to the security necessities of MARINA Central Office and its Satellite Offices to be executed by their assigned security personnel.</u> The security plan shall be submitted within seven (7) days from the receipt of notice to the bidder with the lowest calculated bid. Said bidder shall be allowed to conduct a site survey within the premises, upon request, for the purpose of preparing its security plan. 7. The Security Agency shall equip each security personnel with a uniform, licensed firearm, and other equipment and supplies (i.e. pandemic related- PPE, disinfectants and the like) for the effective execution of their duties during their shifts as prescribed by pertinent laws and regulations.

8. The Security Agency shall **maintain the availability of the security personnel relievers or replacements when the need arises, such as, in case of absences.** Should there be a shortage of relievers, the service provider is obliged to extend the shift of any security personnel on duty provided that his or her overtime will not exceed eight (8) hours.
9. The Security Agency's principal/main business **must be within Metro Manila** or must have a **branch office in Metro Manila.**
10. The Security Agency shall assume responsibility with regards to compliance with requirements of the New Labor Code, specifically those applicable provisions on the night shift differential and overtime work, the Social Security Service Act and other laws pertaining to Employer-Employee relationship.
11. The Security Agency **shall provide adequate and responsible supervision over its personnel.** For this purpose, the security agency shall coordinate and regularly report to the Chief, General Services Division, MARINA for special instructions, directives and guidance or office policies, systems and procedures.

SECURITY PERSONNEL

1. The Security personnel **shall protect MARINA officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts.** Additionally, **they will enforce and implement security and safety rules and regulations to maintain peace and order within MARINA premises.**
2. The Security personnel **shall guard, secure and protect MARINA properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person within the premises of MARINA Central Office and MARINA Satellite Offices;**
3. The Security personnel **shall thoroughly monitor the X-ray baggage scanning machine for all bags/baggage carried by people coming in the MARINA Central Office, Port Area.**
4. The Security personnel of MARINA Central Office, Port Area **shall only conduct an actual physical inspection of an incoming person when he or she triggers the alarm of the Walk-through Metal Detector.**
5. Since there are no Walk-through Metal Detectors at MARINA Satellite Offices, their Security personnel, **shall then conduct actual physical inspection/frisking on all people coming in and out of the premises as warranted/required to ensure safety.**

	<p>6. The Security personnel shall frequently check the usability of the equipment for security inspection such as the X-ray Baggage Scanner and Walk-through Metal Detector. If ever the equipment is malfunctioning, they must inform of its defects and conduct actual inspection manually.</p> <p>7. The security personnel must be ready to perform other tasks as may be required by MARINA, related to security, safety and protection such as registering visitors, inspection of bags or cargo (in & out), inspection of vehicles, escorting VIPs and other administrative functions.</p> <p><u>RIGHTS AND RESPONSIBILITIES OF MARINA</u></p> <p>1. MARINA may pre-terminate the Contract for failure of the Security Agency to perform its obligation following the procedure prescribed under the guidelines on the termination of contract issued by the Government Procurement Policy Board (GPPB).</p> <p>2. MARINA shall have the sole decision to terminate the contract at any time if there are any violations to the terms and conditions and/or, if in MARINA’s judgment, the service it has rendered is deemed unsatisfactory.</p> <p>3. MARINA shall have the right to ask for relief or replacement of any security personnel at any time.</p> <p>4. That if the exigency of the service so requires, MARINA shall have the right to require security personnel to render overtime services, compensable in accordance with the provisions of the Labor Code.</p>
2.2	Payment to the Security Agency shall be made on a monthly basis upon submission of Billing Statement and other supporting documents.
4	The inspections and tests that will be conducted are actual inspection of the performance of the Security manpower, their supplies, equipment and other essential paraphernalia at any time it is deemed necessary or as referred to Section VII. Technical Specifications.
6	<p><u>OTHER REQUIREMENTS:</u></p> <p>1. The Security Agency, in general, should be duly licensed in accordance with Republic Act 5487 “An act to regulate the organization and operation of private detective, watchmen of security agencies”. Their organization also must be established for at least five (5) years, as well as have verifiable Very Satisfactory performance records (specifically in safeguarding and protecting properties against theft, pilferage, robbery and other similar unlawful and</p>

destructive acts) garnered from reputable government agencies or private corporations. Lastly, they must have no pending case(s) against the government.

2. The Security Agency must present to MARINA a Security Operations Manual to give an idea on the policies and best security operations practices of its agency.

3. MARINA may require the Security Agency to submit employment records, (i.e. receipts of payment of SSS, PhilHealth and other pertinent documents) as evidence of their compliance to the New Labor Code.

4. In the occurrence of any loss or damage of MARINA properties, MARINA and the Security Agency (and vice versa) shall report to the Executive Director/Detachment Commander, within twenty-four (24) hours after its occurrence or discovery.

Upon confirmation by both parties that such damage or loss of property has indeed taken place, the Security Agency shall then conduct a thorough investigation. Once the resulting investigation finds that security personnel or officers of the Security Agency are at fault, they shall then be liable for any loss or damage to property sustained by the MARINA.

5. That if the exigency of the service so requires, MARINA shall have the right to require additional security personnel who will be compensated in accordance with the provisions of the Labor Code.

6. MARINA, whenever necessary, may request an increase or decrease of security personnel, provided that due written notice thereof shall be served upon the Security Agency. There will then be a corresponding adjustment in the compensation which shall then be paid by MARINA. This change may also be done without the need of executing a supplemental agreement.

	7. MARINA and the Security Agency must be compliant with the DOLE Department Order No. 150-16, s. 2016.
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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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Qualified, Licensed, Bonded, Uniformed, Highly Trained And Armed Security Personnel	Twenty-Seven (27) Security Personnel	27	
2	Period of Contract			The contract period shall be from January 01 to December 31, 2023 effective upon receipt of the Notice to Proceed.

The Contract to be awarded shall be subject to existing DBM Guidelines on Cash-Based Budgeting (NBC No. 583 dated 4 January 2021) and other relevant regulations. Accordingly, the contract period shall commence seven (7) calendar days upon receipt of the Notice to Proceed and terminate on 31 December 2022. In the event that the resulting contract period is less than twelve (12) months, the annual financial bid of the SCRB or LCRB shall be divided by twelve (12) to arrive at the monthly fee for the Security services, which not exceed the foregoing ABC divided by twelve (12).

I hereby undertake to comply and deliver all the above requirements.

Company Name

Name and Signature of Authorized Representative

Date

Section VII.
Technical Specifications

Technical Specifications

[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.]

Item	Specification	Statement of Compliance									
1	Procurement of Security Services for CY 2023										
	<p>I. SCOPE OF SERVICE</p> <p>1. The Security Service Agency shall provide MARINA twenty-seven (27) Security Personnel trained by the security agency itself, one of which will be designated as Supervisor and shall be posted at following MARINA offices:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tbody> <tr> <td style="width: 30%; text-align: center; vertical-align: top;">MARINA Central Office</td> <td style="width: 10%; text-align: center; vertical-align: top;">19</td> <td style="width: 60%; vertical-align: top;">MARINA Central Office A. Bonifacio Drive corner 20th Street, Port Area, Manila</td> </tr> <tr> <td style="text-align: center; vertical-align: top;">MARINA Satellite Offices</td> <td style="text-align: center; vertical-align: top;">4</td> <td style="vertical-align: top;">Paranaque Integrated Terminal Exchange (PITX) Kenedy Road, Tambo Paranaque City;</td> </tr> <tr> <td></td> <td style="text-align: center; vertical-align: top;">3</td> <td style="vertical-align: top;">SM Manila Concepcion corner Arroceros St., San</td> </tr> </tbody> </table>	MARINA Central Office	19	MARINA Central Office A. Bonifacio Drive corner 20th Street, Port Area, Manila	MARINA Satellite Offices	4	Paranaque Integrated Terminal Exchange (PITX) Kenedy Road, Tambo Paranaque City;		3	SM Manila Concepcion corner Arroceros St., San	
MARINA Central Office	19	MARINA Central Office A. Bonifacio Drive corner 20th Street, Port Area, Manila									
MARINA Satellite Offices	4	Paranaque Integrated Terminal Exchange (PITX) Kenedy Road, Tambo Paranaque City;									
	3	SM Manila Concepcion corner Arroceros St., San									

		Marcelino, Ermita, Manila
	1	POEA, Ortigas, Pasig
TOTAL Security Personnel	27	

2. The Security Service Agency shall also provide the security personnel who shall inspect, monitor, manage all security-related functions of areas occupied by MARINA. This will be done through a security personnel rotation 24 hours per day from Monday to Sundays including Holidays. To elaborate, the rotation arrangement will be as follows:

MARINA Central Office – 24 hours
Duty Rotation, 12 hours (6 am – 6 pm, 6 pm – 6 am)
Satellites Offices
Duty Rotation, 12 hours (6 am – 6 pm)

No. of Security Personnel	No. of Days	Shift Schedule
11	5 days	Day Shift
8	7 days	Day Shift
8	7 days	Night Shift

3. The Security Service Agency will provide consistent and quality service through qualified, licensed, bonded, uniformed, highly trained and armed security personnel who shall guard and protect the properties and premises of the MARINA and satellite offices, twenty-four (24) hours daily including Saturdays, Sundays and Holidays.

4. The assigned security personnel should ideally possess the following qualifications:

- a) With at least two (2) years of experience in Security Services;

	<ul style="list-style-type: none"> b) Valid license issued by the Philippine National Police (PNP) /Supervisory Office on Security and Investigation Agencies (SOSIA) and PADPAO; c) For security personnel, must have completed at least Senior High School Graduate; d) For Head Security Officer, must completed at least two (2) years in college or if an ex-military (Armed Forces of the Philippines or PNP), with rank of sergeant; e) Must be capable of operating CCTV monitoring system; f) At least 21 years of age; g) Physically and mentally fit; h) Fully vaccinated against COVID-19; i) Must have passed the neuropsychiatric examination and drug tests conducted by any Philippine National Police (PNP) / National Bureau of Investigation (NBI). Expenses for said tests are chargeable to the Service Provider; j) Duly licensed and properly screened and cleared by PNP, NBI, and other government offices issuing clearances for employment; and k) Must have no derogatory record. 	
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I hereby undertake to comply and deliver all the above requirements.

Company Name

Name and Signature of Authorized Representative

Date

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

MARINA Requirements:

- The Bidder must have verifiable satisfaction performance records from at least three (3) government agencies or private corporations, with whom the contractor has ongoing or complete contracts for the past five (5) years; and
- The bidder must have no pending case within the last two (2) year from the date of bidding supported by an original certificate from DOLE.

Financial Documents

- g) 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**
- h) 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

- l) 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

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

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

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

Section IX.
Bidding Forms

COMPANY LETTERHEAD

Statement of ongoing government and private contracts

PROCUREMENT OF 2023 SECURITY SERVICES FOR THE MARINA CENTRAL OFFICE AND ITS SATELLITE OFFICES THROUGH EARLY PROCUREMENT

Statement of all its ongoing government and or private contracts within the last three (3) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the Contract to be bid.

Name of client	Name of Contract	Date and status of contract	Kind s of Goods	Amount of contract	Value of outstanding contracts	Date of Delivery	Purchase order Number/s or Date of Contract/s
Total value of outstanding contract:							

CERTIFIED CORRECT:

Name and Signature of Authorized Representative
Position
Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract (SLCC)

PROCUREMENT OF 2023 SECURITY SERVICES FOR THE MARINA CENTRAL OFFICE AND ITS SATELLITE OFFICES THROUGH EARLY PROCUREMENT

Statement of Single (1) Largest Completed Contract of Similar nature within the last three (3) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Contract Memorandum of Agreement; and Certificate of End-user’s Acceptance (EUA) or Official Receipt (OR)/ Collection Receipt covering the full amount of contract (copies attached)

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position
Date

Bid Securing Declaration Form*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. Replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

COMPANY LETTERHEAD

PROCUREMENT OF 2023 SECURITY SERVICES FOR THE MARINA CENTRAL OFFICE AND
ITS SATELLITE OFFICES THROUGH EARLY PROCUREMENT**Certificate of Net Financial Contracting Capacity**

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is _____(P_____) which is at least equal to the ABC to be bid. The amount is computed as follows: (Please show computation of NFCC)

$$\text{NFCC} = [(\text{CA}-\text{CL}) (15)] - \text{C}$$

Where:

CA = Current Assets

CL = Current Liabilities

C = Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NOTE:

The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR (Sec. 23.4.1.4.), Revised IRR of RA 9184.

Issued this _____ day of _____, 20_____

Name & Signature of Authorized Representative

Position

Date

PROCUREMENT OF 2023 SECURITY SERVICES FOR THE MARINA CENTRAL OFFICE AND ITS SATELLITE OFFICES THROUGH EARLY PROCUREMENT

Joint Venture Agreement*

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

.....a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as“... ”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as“... ”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as, hereinafter referred to collectively as “Parties”)

For submission to the **Bids and Awards Committee** of the **MARITIME INDUSTRY AUTHORITY**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No.9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **MARITIME INDUSTRY AUTHORITY**, pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW, THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the MARINA BAC a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case maybe).

*if applicable

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

THAT finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non- issuance of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by MARINA under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of MARINA.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above- written.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____ at _____, Philippines.

NOTARY PUBLIC

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

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

BID FORM

Date : _____
 Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

Name and address of agent	Amount and Purpose of Currency Commission or gratuity
_____	_____
_____	_____
_____	_____

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Financial Bid Form

Description	Quantity	ABC	TOTAL BID PRICE (inclusive of VAT)
PROCUREMENT OF 2023 SECURITY SERVICES FOR THE MARINA CENTRAL OFFICE AND ITS SATELLITE OFFICES THROUGH EARLY PROCUREMENT	1 lot	₱13,000.000.00	
Total Bid Price Inclusive of VAT in Words			

<i>[signature over printed name]</i>	<i>[in the capacity of]</i>
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The financial bid form shall be supported by a cost breakdown.

