

# **BASES CONVERSION AND DEVELOPMENT AUTHORITY**

## **PROCUREMENT OF SECURITY SERVICES FOR AOR III – BATAAN TECHNOLOGY PARK**

**January 2022**

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# Glossary of Acronyms, Terms, and Abbreviations

**ABC – Approved Budget for the Contract.**

**BAC – Bids and Awards Committee.**

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

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

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

**BIR – Bureau of Internal Revenue.**

**BSP – Bangko Sentral ng Pilipinas.**

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

**CDA - Cooperative Development Authority.**

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

**CIF – Cost Insurance and Freight.**

**CIP – Carriage and Insurance Paid.**

**CPI – Consumer Price Index.**

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

**DTI – Department of Trade and Industry.**

**EXW – Ex works.**

**FCA – “Free Carrier” shipping point.**

**FOB – “Free on Board” shipping point.**

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

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

**GFI – Government Financial Institution.**

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

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

**GOP – Government of the Philippines.**

**GPPB – Government Procurement Policy Board.**

**INCOTERMS – International Commercial Terms.**

**Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])**

**LGUs – Local Government Units.**

**NFCC – Net Financial Contracting Capacity.**

**NGA – National Government Agency.**

**PhilGEPS - Philippine Government Electronic Procurement System.**

**Procurement Project – refers to a specific or identified procurement covering goods, infrastructure projects 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.**

## Invitation to Bid

### PROCUREMENT OF SECURITY SERVICES FOR AOR III (BATAAN TECHNOLOGY PARK)

- The **BASES CONVERSION AND DEVELOPMENT AUTHORITY** (hereinafter referred to as **BCDA**) invites PhilGEPS-registered providers of Security Services for AOR III – Bataan Technology Park under a **three (3) year term**, with an Approved Budget for the Contract (ABC) of **Seven Million Four Hundred Thirty Thousand Five Hundred Sixty-Two Pesos and 00/100 (PhP7,430,562.00)** for the first year, inclusive of all applicable taxes and fees with breakdown as follows:

AOR	Component 1 (SG with Standard Package Requirements)			Component 2 (Special Equipment & Services Requirement s)	ABC for the 1 <sup>st</sup> Year (in Php)
	No. of SGs	No. of Duty Hours	Annual Budget		
AOR III – Bataan Technology Park	18	12	P7,430,562.00	None	P7,430,562.00
TOTAL ABC			P7,430,562.00		P7,430,562.00

Reference: Wage Order No. RB 22 (**Annex C**)

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

- The BCDA now invites bids for the **Procurement of Security Services for AOR III (Bataan Technology Park)**. The delivery of the services shall commence in the first quarter of CY 2022. Bidders should have completed a contract similar to the Project, within three (3) years (January 2019 to January 2022) from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.
- Bidding will be conducted through competitive bidding procedure using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is limited 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 5183.

4. Prospective bidders may obtain further information from BCDA and inspect the Bidding Documents at the address given below during business hours from **08:00 AM – 03:00 PM** and/or at the BCDA website (<https://bcda.gov.ph/bids>).
5. A complete set of Bidding Documents may be acquired by interested Bidders from the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, starting **27 January 2022 up to 17 February 2022** except Saturdays, Sundays and Holidays, and until **09:00 AM on 18 February 2022**, upon payment, that is non refundable, for the cost of bidding documents amounting to Php10,000.00, pursuant to the latest Guidelines issued by the GPPB, as follows:

The Procuring Entity shall request the bidder to present its proof of payment for the fees *in cash or manager's check*.

The bidding documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA ([www.bcda.gov.ph](http://www.bcda.gov.ph)), provided that Bidders shall pay the applicable fee for the Bidding Documents before its submission of their bids.

6. BCDA will hold a Pre-Bid Conference (online coverage) on **03 February 2022 at 10:00 AM** at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, and via video conferencing thru Google/Zoom Meet, which shall be open to prospective bidders. To be able to **join the online pre-bid conference**, a written request shall be made/e-mailed to the BAC Secretariat.
7. Bids must be duly received by the BAC Secretariat through manual submission at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City on or before **18 February 2022 at 09:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **18 February 2022 at 10:00 AM** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the Bid Opening at the address mentioned in the preceding paragraph, and at the same time, via video conferencing through Google/Zoom Meet. An email invitation will be sent to bidders who purchased the bid documents.
10. The Pre-bid Conference and the Opening of Bids are hybrid events. Bidders may choose to attend online via zoom or attend in person at the BTC Office.

For those attending in person, the following guidelines must be followed:

- Only one (1) representative per interested bidder is allowed to attend the Pre-bid Conference and Opening of Bids and will be required to follow the BCDA Health Protocol for Visitors;
- Visitors are required to download the contact tracing app, i.e. StaySafe PH;
- The representative is required to present his/her vaccination card **or** RT-PCR negative test result valid for 72 hours before he/she can be allowed inside the BCDA office;
- Compliance to social distancing, wearing of face masks, body temperature screening inside BCDA office; and
- Observers/representatives who show signs of COVID-19 related symptoms such as cough, flu, fever, high body temperature, and sneezing are advised not to proceed to the BCDA Office since they will not be allowed to enter the BCDA premises.

11. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.

12. BCDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:


**Mr. Raul G. Buensalida**

Head, BAC for Goods Secretariat

(02) 8575-1700 local 1731 / [bacgsecretariat@bcda.gov.ph](mailto:bacgsecretariat@bcda.gov.ph)

#### **BIDS AND AWARDS COMMITTEE FOR GOODS**

By:

  
**JOSHUA M. BINGCANG**  
Chairperson



**“ANNEX C”**  
**Wage Order No. RB 22**



**PHILIPPINE ASSOCIATION OF DETECTIVE AND PROTECTIVE  
AGENCY OPERATORS (PADPAO), INC.**

No. 13 3<sup>rd</sup> Avenue, Brgy. Bagong Lipunan ng Crame, Quezon City

Tel. Nos.: 8-722-4002 / 7-753-7688

E-mail Address: [padpao\\_inc@yahoo.com.ph](mailto:padpao_inc@yahoo.com.ph)

**Revised Cost Distribution Per Month  
Region III Central Luzon - WAGE ORDER NO. RB III - 22  
Effective January 1, 2021**

Days worked per week No. of days/year	7 days		7 days	
	393.80		393.80	
	8 hrs work/day		12 hrs work/day	
<b>Amount to Guard</b>				
New Daily Wage ( DW)	P	420.00	P	420.00
Ave. Pay/ Month (DW x no. of days per yr/12)		13,783.00		13,783.00
Night Differential Pay (Ave. Pay/mo. X 10% x1/3)(x1/2)		459.43		689.15
13th Month pay (DW x 365 /12/12)		1,064.58		1,064.58
5 Days Incentive Pay ( DW x 5/12)		175.00		175.00
Uniform Allowance ( R.A 5487)		100.00		100.00
Overtime Pay		-		8,717.28
	P	15,582.01	P	24,529.01
<b>Amount to Gov't. In Favor of Guard</b>				
Retirement Benefit ( R.A. 7641)(DW X 22.5 / 12)	P	787.50	P	787.50
SSS Premium (Jan. 2021)	*	1,232.50	*	1,700.00
SSS Mandatory Provident Fund		-		297.60
Philhealth Contribution (Jan. 2021)	*	206.75	*	206.75
State Insurance fund		10.00		30.00
Pag-Ibig Fund		100.00		100.00
	P	2,336.75	P	3,121.75
<b>A. TOTAL AMOUNT TO GUARD &amp; GOV'T.</b>	P	17,918.76	P	27,650.76
<b>B. AGENCY FEE</b>				
Administrative Overhead		4,300.66		6,026.78
<b>C. VALUE ADDED TAX (Agency fee x 12%VAT-RMC-039-2007)</b>		516.08		723.21
<b>MINIMUM CONTRACT RATE</b>		<b>P 22,735.50</b>		<b>P 34,400.75</b>

Areas Covered: Pampanga, Bulacan, Tarlac, Bataan, Zambales, Nueva Ecija  
with 10 or more workers

Overtime Computation

Overtime 7 Days		
Rate per hour (420/8)	52.50	
Regular Days (52.50 X 125% X 297 X 4)		77,962.50
Regular Holidays (52.50 X 260% X 12 X 4)		6,552.00
Sundays / Rest Days (52.50 X 169% X 52 X 4)		18,454.80
Special Days, Rest Days (52.50 X 195% X 4 X 4)		1,638.00
		104,607.30
Divided by:		12.00
Overtime Pay (4) hours/day		8,717.28

NOTE:

- In compliance to the new salary bracket coverage of SSS in accordance to their Memorandum Circular No. 2020-033b effective January 1, 2021. (SSS contribution plus Mandatory Provident Fund)
- In compliance with PHIC Circular No. 2019-0009 effective December 7, 2019 with 3% PHIC Premium Rate for 2021 due to suspension

- Total 10% Night differential pay should be paid to night shift guards amounting to P 1,378.30  
8 hrs at 459.43 P 1,378.30  
12 hrs at 689.15 x 2 = P 1,378.30
- For Those Using Separate Cost Breakdown for Day & Night Shift Breakdown the total amount of the 10% ND Pay (P 1,378.30) should be included only in the NIGHT SHIFT Cost Breakdown

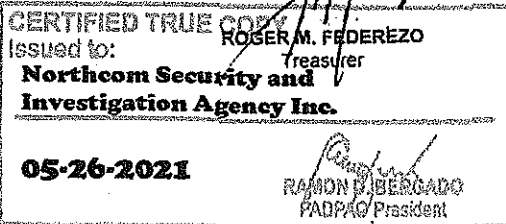
**COMMITTEE ON PADPAO RATE COMPUTATION**

**RAMON D. BERGADO**  
President

**MANUEL P. ESPEJO**  
Executive Vice-President

**SUSAN S. GERVASIO**  
Secretary

**HELEN C. AQUINO**  
Auditor



## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, BCDA wishes to receive Bids for the *Procurement of Security Services for AOR III (Bataan Technology Park) as described in the Technical Specification herein the bidding documents (hereinafter referred to as the “Goods”)*, with identification number as describe in Section VII. Technical Specification .

The Procurement Project (referred to herein as “Project”) is composed of AOR III (Bataan Technology Park), 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 *the Procurement of Security Services for AOR III (Bataan Technology Park)* in the amount of ***Seven Million Four Hundred Thirty Thousand Five Hundred Sixty-Two (PhP7,430,562.00)*** for the first year, inclusive of government taxes and fees.

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

### **3. Bidding Requirements**

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

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

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

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or

through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. If applicable,
  - a. 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.
  - b. 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:

If applicable:

- 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.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely

result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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 allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.3. 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 **February 3, 2022**

at 10:00 AM at the *BCDA Corporate Center, 2<sup>nd</sup> Floor, Bonifacio Technology Center 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City Taguig City* and/or through video-conferencing/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 three (3) years (January 2019 to January 2022) 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.

- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 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)**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
  - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed

during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### **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<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and Bid Security shall be valid until one hundred twenty (120) calendar days from its issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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<sup>1</sup> 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.



## **15. Sealing and Marking of Bids**

**Each Bidder shall submit one copy of the first and second components of its Bid.**

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

## **16. Deadline for Submission of Bids**

**16.1.** The Bidders shall submit on the specified date and time 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 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 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 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*

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li><b>a. Procurement for Security Services.</b></li> <li>b. Completed within three (3) years, January 2019 to January 2022, prior to the deadline for the submission and receipt of bids, a single contract similar to the Project equivalent to at least 50% of the ABC.</li> </ul>
7.1	<ul style="list-style-type: none"> <li>a. Under the ("Special Equipment and Services) Requirement, bidders who have K9 Service should provide a certification to its available in-house K9 services.</li> <li>b. In case the bidder has no in-house capability for K9 Services, it shall be allowed to enter into a subcontract or MOA with another agency/institution providing such kind of services. Such subcontract or MOA must show that the sub-contract agency/institution is capable of providing the required services.</li> <li>c. The sub-contracting of the K9 Services shall not relieve the bidder from any liability or obligations under the contract.</li> <li>d. The certification or the sub-contract or MOA with the agency/institution providing K9 services shall be provided by the winning bidder after the issuance of Notice to Proceed.</li> </ul>
12	The price of the Goods shall be quoted and delivered duty paid <i>in Philippine Pesos</i> .
14.1	<p>The bid security shall be in the form of a <b>Bid Securing Declaration</b>, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than PhP148,611.24 <i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than PhP371,528.10 <i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</li> </ul>

19.3	<p>The ABC for the Security Services for AOR III is the summation of the annual budget for the security services to be provided by the Security Agency. The components include the hiring of security guards and the standard package that goes with it, special tools and equipment, and other services that are described below. The Security Agency shall also provide the CCTV System and deploy K-9 services to BCDA for <b><u>FREE</u></b>. However, failure to provide the CCTV System may be a ground for termination of the contract.</p>
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AOR	Component 1 (SG with Standard Package Requirements)			Component 2 (Special Equipment & Services Requirements )	ABC for each AOR (for the 1 <sup>st</sup> Year)
	No. of SGs	No. of Duty Hour	Annual Budget		
AOR III – Bataan Technology Park	18	12	₱7,430,562.00	None	-₱7,430,562.00
TOTAL ABC			₱7,430,562.00		₱7,430,562.000

**AOR III - (Bataan Technology Park)**

Components	Description	Cost/ABC	Remarks
Component 1: SO/SG with Standard Package Requirements (Refer to Annex A, Annex B and Annex B1 for SG and Standard Equipment Requirements and Annex A1 for Location Map of Security Posts)			
18 SO/SG	12-Hour Duty	₱7,430,562.00	
Component 2: Special Equipment and Services Requirements (Refer to Annex C and Annex C1 for the Specifications of Special Equipment and Services Requirements)			
CCTV System	24 Hour/7 Days Duty	None	a. to be provided and/or maintained by the agency for free; b. to be owned and/or returned to the Agency upon the termination of contract;
K-9 Services	Deployment as required	None	Minimum 160-hour deployment per year; Deployment in excess of 160 hours shall be paid by BCDA at P5,000.00 per 8-hour deployment. (Package for the K9 and Handler);
Subtotal for Component 2		None	
<b>TOTAL</b>		<b>₱7,430,562.00</b>	

20.2	<ul style="list-style-type: none"> <li>a. The Security Agency must be a member of the Philippine Association of Detective and Protective Agency Operations, Inc. (PADPAO).</li> <li>b. The Security Agency must be a holder of a Regular License to Operate (LTO)</li> <li>c. The Security Officers and Security Guards must be holders of security officer or security guard license.</li> <li>d. The Firearms to be used must be duly licensed by the FEO.</li> <li>e. The Base and Handheld Radios, it's Frequency and Operators must be duly licensed by NTC.</li> </ul>
21.2	<ul style="list-style-type: none"> <li>a. Former and current security provider of BCDA, to include their subsidiaries, affiliates and sister companies, that had been rated "Poor" during the conduct of periodic Performance Evaluation and Inspection and/or not in good standing with BCDA due to the security agency's violation of its contract with the BCDA Group, shall not be allowed to participate in the bidding.</li> <li>b. The bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. (For this purpose "similar contracts" shall refer to contracts involving the provision of Security Services).</li> <li>c. The bidders may join the site inspection of the AOR together with the BCDA representative prior to submission of bid proposals on the dates and time stated in the Schedule of Bidding Activities. Details of the site inspection shall be discussed during the Pre-Bid Conference.</li> <li>d. The allotted date and time for the site inspection shall be strictly followed. Any site inspection other than the said schedule will be on the initiative of the bidder and should notify BCDA in writing on the date and time the bidder will visit the site. For guidance, BCDA will provide a map of the AOR.</li> <li>e. The bidder's SLCC, similar to the contract to be bid, should have been completed within three (3) years (January 2019 to January 2022) prior to the deadline for the submission and receipt of bids.</li> </ul>

- f. The cost proposal shall be inclusive of all applicable taxes, fees and other charges relative to the bid
- g. The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, the written in words shall prevail.
- h. The bidding shall be conducted on the date, time, and location as published in the Invitation to Bid. The bid date will be schedule for one (1) day and the sequence of bidding will be as follows:
  - i. Opening of Eligibility and Technical Documents
  - j. Opening of Financial Bid
- k. The Contract for Security Services for AOR III – Bataan Technology Park will be awarded to the bidder who is declared as the “Lowest Calculated and Responsive Bid”.
- l. Financial proposal shall indicate or include the items for security guards based on PADPAO Wage Order RB III-22 effective 1 January 2021.
- m. The Portion of the Financial Proposal indicating the “Amount in Favor of Guard and Government” should not go below the amount/rate prescribed in PADPAO Wage Order RB III-22. Only the “Administrative Overhead Margin’ shall be adjusted for Competitive Bidding.
- n. The 12% VAT including in the computation of bids shall be imposed only on the “Administrative Overhead and Margin” (a component of the wage distribution formula) based on the principle applied on the PADPAO Wage Order pursuant to BIR Memorandum Circular No. 39-2007.
- o. A bid price wherein the “amount to guard and government” is lower than the minimum rate per guard per month prescribed in PADPAO Wage Order No. RB III - 22 shall be automatically disqualified. The bidders must also adhere to DOLE Department Order No. 150-16, setting the administrative fee of not less than 20% of the total contract cost.
- p. **In case of a tie**, after the post qualification the provisions of the GPBB Circular 05-2005 (Tie Breaking Method) shall apply.
- q. In accordance with the GPBB Non-Policy Memorandum dated 03 November 2014 (Section 32.2.1(a) of the Revised Implementing Rules and Regulation of RA 9184), zero (0) bid in any item that is specifically prescribed in the PADPAO Rate is considered non-compliant.
- r. A bid price higher than the specified ABC, either taken as a whole or as an individual component shall automatically be disqualified.

# ***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*

GCC Clause	
1	<p>a. Terms of Reference (TOR) attached as Annex A</p> <p>b. Draft Contracts attached as Annex B.</p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are to be delivered in Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Security Management Department.</p> <p><b>Incidental Services – Not Applicable</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>

	<ul style="list-style-type: none"> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ul>
	<ul style="list-style-type: none"> <li>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.</li> <li>f. <i>[Specify additional incidental service requirements, as needed.]</i></li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts – (Not Applicable)</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>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; and</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p>

	<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used, indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p><b>Packaging - (Not Applicable)</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

	<p><b>Transportation – (Not Applicable)</b></p> <p>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.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights – (Not Applicable)</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

2.2	<p>The terms of payment shall be as follows:  The AGENCY shall bill BCDA twice a month, preferably every 15<sup>th</sup> and 30<sup>th</sup> day of every month for services actually rendered by the security guards. For this purpose, the AGENCY shall submit the payroll records of the guards with their names, hours of work rendered and a certification that the guards, whose names appear therein actually and truly rendered the services for the particular billing period. Non-compliance therewith gives BCDA the right to disallow payment of the bill; any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is ground for the termination thereof.</p>
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4	<p>The inspections and tests that will be conducted are: The bidders may join the site inspections of the AOR III – Bataan Technology Park together with the BCDA representative prior to the submission of the bid proposal on the date and time stated in the Schedule of Bidding Activities. Details of the site inspections shall be discussed during the Pre-Bid Conference</p>
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## ***Section VI. Schedule of Requirements***

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

### **AOR III (Bataan Technology Park)**

<b>Area of Deployment</b>	<b>No. of Guards</b>	<b>Specification</b>	<b>Deployment Schedule</b>
AOR III – Bataan Technology Park Center	18	Security guards with the corresponding firearms and equipment per TOR	As indicated in the Notice to Proceed

<b>REQUIREMENTS</b>	<b>Date of Compliance</b>
1. Site Survey	After the Pre-bid Conference
2. Coordinating Conference between BCDA & Agency prior to deployment	Five (5) Calendar Days (CD) from receipt of the Notice to Proceed
3. Submission and Presentation of Security Plan  Submission and Interview of Nominee for Security Officers (DC, Asst DC/SIC) along with Personal Data Sheet	Seven (7) CD after the Coordinating Conference
4. Submission of the following (based on TOR):  - List of Firearms (with copy of licenses)	

- Communication equipment (with copy of registration certificate and licenses)  - Vehicles (with copy of OR/CR);	Ten (10) CD after the Coordinating Conference
5. BCDA Joint-Inspection/Inventory with Out-Going and Incoming Security Agency	1-3 CD before assumption of AOR
6. Showdown inspection of equipment and rank inspection of security personnel	2-5 CD before assumption of AOR
7. Turnover of Responsibility (From the Outgoing Security Provider to BCDA Rep; From BCDA Rep to the new Security Provider)	6:00AM of schedule turn-over
8. Posting of the New Security Provider	As stipulated in the Guard Detail

I hereby commit to comply and deliver the above requirements.

**Bidder's Authorized Representative:**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Principal Bidder / Supplier



**Section VII. Technical Specifications**

<b>TECHNICAL SPECIFICATIONS FOR AOR III – Bataan</b>				
<b>Technology Park</b>				
(Annex A – Terms of Reference)				
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>	
			<i>Compliant</i>	<i>Non-Compliant</i>
Manpower Requirements	As indicated in Sections V, VI, VII, VIII and IX of the TOR	Please refer to Sections V, VI, VII, VIII and IX of the TOR		
Security Guard Requirements	As indicated in Annex A of the TOR	Please refer to Annex A of the TOR		
Standard Equipment Requirements	As indicated in Annex B of the TOR	Please refer to Annex B of the TOR		
Standard First Aid Requirements for Detachment Headquarters	As indicated in Annex B1 of the TOR	Please refer to Annex B1 of the TOR		
Special Equipment and Services Requirements	As indicated in Annex C of the TOR	Please refer to Annex C of the TOR		

**Bidder/Bidder’s Authorized Representative:**

\_\_\_\_\_

Signature over Printed Name

\_\_\_\_\_

Principal Bidder / Supplier

**TECHNICAL SPECIFICATION REQUIREMENTS COMPLIANCE  
FORM GUARD REQUIREMENTS  
FOR AOR III – Bataan Technology Park**

**(Bidders must indicate whether “COMPLIANT or NON-COMPLIANT”  
to the corresponding specifications prescribed by BCDA using this Form.)**

**A. WEEKDAYS (Monday to Friday, Except Holidays):**

<b>Detachment Hqs &amp; Security Posts</b>	<b>Guard Shift</b>		<b>Total No. of Guard s</b>	<b>No. of Hours per shift</b>	<b>COMPLIANT</b>	<b>NON- COMPLIANT</b>
	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>				
<b>Detachment Hqs:</b>						
Detachment Commander/SIC	1	1	2	<b>12</b>		
CCTV/Radio Operator	1	1	2	<b>12</b>		
<b>Security Posts:</b>						
Post # 1 North Gate	1	1	2	<b>12</b>		
Post # 2 South Gate	2	2	4	<b>12</b>		
Post # 4 Power House, YASPHIL, Station 9, Deep Well # 4	1	1	2	<b>12</b>		
Post # 5 Admin Office/Staff House	1	1	2	<b>12</b>		
<b>Patrols:</b>						
Roving Patrol (Perimeter Fence, Reservation Lots, BTP Facilities and Periphery (Riverside/Relocation Area)	2	2	4	<b>12</b>		
<b>Total</b>	<b>9</b>	<b>9</b>	<b>18</b>			
Reserve	1	1	2			

**Bidder/Bidder’s Authorized Representative:**

\_\_\_\_\_

Signature over Printed Name

\_\_\_\_\_

Principal Bidder / Supplier

**TECHNICAL SPECIFICATION REQUIREMENTS COMPLIANCE FORM  
EQUIPMENT REQUIREMENTS**

**FOR AOR III – BATAAN TECHNOLOGY PARK**

(Bidders must indicate whether “COMPLIANT or NON-COMPLIANT” to the corresponding specifications prescribed by BCDA using this Form. If any of the equipment in the list is not available during the Post-Qualification Inspection, Bidders must submit a Duly Notarized Affidavit of Undertaking that the said equipment shall be made available for inspection on or before the schedule of assumption.)

<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>REMARKS</b>	<b>COMPLIANT</b>	<b>NON-COMPLIANT</b>
<b>COMMUNICATION EQUIPMENT:</b>				
Base Radio with complete accessories and antenna	2	1. One set at Detachment Hqs; one set for the 4-wheeled vehicle		
Hand Held Radio Sets (including battery):				
- For issue to the guards on duty	9	Ready for inspection during Post-Qualification.		
- Reserve	3	Ready for inspection during Post-Qualification.		
Battery charger for handheld radios	12	Ready for inspection during Post-Qualification.		
Extra rechargeable batteries for handheld radios	12	Ready for inspection during Post-Qualification.		
<b>VEHICLES:</b>				
4 X 4 Utility Pick-up w/ beacon lights and fuel support	1	Ready for inspection during Post-Qualification		
Motorcycle 200 CC (or equivalent) with fuel support	1	Ready for inspection during Post-Qualification;		
<b>FIREARMS:</b>				
9mm Pistol for issue to SG on duty	5	Ready for inspection during Post-Qualification.		
9mm Pistol as reserves	2	Ready for inspection during Post-Qualification.		
Shotgun for issue to SG on Duty	4	Ready for inspection during Post-Qualification.		

Shotgun as reserve	2	Ready for inspection during Post-Qualification.		
<b>OTHER STANDARD EQUIPMENT:</b>				
Computer with printer with Internet capability	1	(1) Monthly billing for Internet shall be charged against Security Agency; (2) Must be operational one (1) month after assumption and (3) Ready for inspection during Post-Qualification.		
Digital Camera (at least 5 megapixel)	2	Ready for inspection during Post-Qualification.		
<i>*Body Camera</i>	<i>2</i>	<i>Ready for inspection during Post-qualification</i>		
Portable Metal Detector	4	Ready for inspection during Post-Qualification.		
<b>BASIC EQUIPMENT FOR DISASTER &amp; EMERGENCY RESPONSE</b>				
Rescue Hydraulic Jack (10 tonner)	1 set	Ready for inspection during Post-Qualification.		
Chain Block with at least 5 tons capacity	1 set	Ready for inspection during Post-Qualification.		

Rechargeable Emergency Flashlight	8 sets	Ready for inspection during Post-Qualification.		
Megaphone with sling	2 sets	Ready for inspection during Post-Qualification.		
Squad Tent (minimum capacity: 10 persons)	1 set	Ready for inspection during Post-Qualification.		
Multi-purpose Rope (1/2 inch diameter x 20 meters)	10 rolls	Ready for inspection during Post-Qualification.		
Stretcher	2 ea	Ready for inspection during Post-Qualification.		

Detachment First Aid Kit	1 set	Ready for inspection during Post-Qualification; 2. See List of Requirements		
<b>INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:</b>				
Class A Uniform	18 sets	To be inspected during Rank Inspection		
Rain Coats and Boots	18 ea	To be inspected during Rank Inspection		
Medicine Kit (Bethadine, Gauze Pad, Alcohol & Band Aid)	18 ea	To be inspected during Rank Inspection		
Handcuff	18 ea	To be inspected during Rank Inspection		
Flash Light	18 ea	To be inspected during Rank Inspection		
Baton	18 ea	To be inspected during Rank Inspection		
PPE	18 sets	To be inspected during Rank Inspection		
<b>SPECIAL EQUIPMENT</b>				
CCTV Camera	16	Ready for inspection upon Assumption		
CCTV Monitor	1	Ready for inspection upon Assumption		

\*Note: Two (2) pieces of Body Camera are added to the List of Equipment Requirement of the TOR per the instruction of the BCDA Management Committee, agreed by BAC-G Members and the End-user during the Pre-Procurement Conference.

**Bidder/Bidder's Authorized Representative:**

\_\_\_\_\_  
Signature over Printed Name  
\_\_\_\_\_

Principal Bidder / Supplier

**TECHNICAL SPECIFICATIONS COMPLIANCE FORM  
FOR AOR III (Bataan Technology Park)  
(Additional Requirements)**

**(Bidders must indicate whether they are “Compliant” or “Non-Compliant” to the corresponding specifications prescribed by BCDA using this Form. If any of the documents or equipment in the list is not available during the Post-Qualification Inspection, Bidders must submit a Duly Notarized Affidavit that the said equipment shall be made available for inspection on or before the schedule of assumption.)**

<b>ADDITIONAL REQUIREMENTS</b>	<b>STATEMENT OF COMPLIANCE</b> (Check Appropriate Box)	
	<b>Compliant</b>	<b>Non-Compliant</b>
1. Certified True Copy of the Agency’s License to Operate (LTO) as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA) <i>Annex E:</i>		
2. Original Copy of Certification from SOSIA that the Agency has not been blacklisted by any government and private institution <i>Annex F:</i>		
3. Agency’s Organizational Set-up indicating the Names of Key Personnel and Personnel Manning of Key Offices <i>Annex G;</i>		
4. Original Copy of Notarized Affidavit from the Agency attesting to its number of years of existence as security provider <i>Annex H;</i>		
5. Original Copy of Certification pertaining to the Agency’s policy on the hiring of security officers and security guards <i>Annex I;</i>		
6. Original Copy of the Roster of Licensed Security Guards actually deployed as per contract and as Reserve Security Guards ready for deployment on notice duly signed by the Agency’s authorized signatory <i>Annex J.</i>		
7. Photo Copies of the Individual Certificates on the following Mandatory Training Courses <i>Annex K:</i> a. Basic Security Officers Training Course- at least 2; b. Basic Security Guard Training Course – at least 5; c. Retraining/Refresher Course for SO/SG- at least 5;		

<p>8. Photo Copies of the Individual Certificates of at least 2 Individuals in at least 3 of the following Optional Training Courses//Seminar <b>Annex L</b>:</p> <ul style="list-style-type: none"> <li>a. First Aid/Basic Life Support;</li> <li>b. VIP Security Training;</li> <li>c. Marksmanship Refresher Training;</li> <li>d. Information Collection Seminar;</li> <li>e. Basic Report Writing Seminar;</li> <li>f. disaster and emergency Response Training;</li> <li>g. Computer Literacy Training for Security Officer</li> </ul>		
<p>9. List and Photo Copies of Licenses of firearms under its inventory. If such licenses are already expired, a Certification from FEO, PNP that the request for renewal of licenses of such firearms are under process <b>Annex M</b>.</p> <ul style="list-style-type: none"> <li>a. Cal. 9MM Pistols – at least 6 units</li> <li>b. 12 Gauge Shotguns – at least 4 units</li> </ul>		
<p>10. List and Photo Copies of Licenses to Operate communication equipment under its inventory <b>Annex N</b>:</p> <ul style="list-style-type: none"> <li>a. Base Radio – at least 2 sets</li> <li>b. Hand Held Radio – at least 16 units</li> </ul>		
<p>11. List and Photo Copies of OR and CR of 4-wheel vehicles and motorcycles under its inventory <b>Annex O</b>:</p> <ul style="list-style-type: none"> <li>a. 4-Wheel Vehicle – at least 1 unit</li> <li>b. Motorcycles – at least 1 unit</li> </ul>		
<p>12. Original Affidavit that Agency has conducted a Site Inspection of the Area of Operations <b>Annex P</b>;</p>		
<p>13. Verified and validated structural map indicating the location of the AOR III and proposed location of the billeting area for security guards <b>Annex Q</b>;</p>		
<p>14. Original Copy of the Conceptual Security Plan. Must be based on the format as provided for under <b>Annex R</b>;</p>		
<p>15. Sample of Uniform for Security Officer and Security Guards in accordance with what is prescribed by SOSIA. (Not included in the Eligibility Documents' Envelope but should be ready for presentation to BAC-G on demand during the opening of sealed envelope for Eligibility Documents.)</p>		
<p>16. Original Copy of Certification from Security Management Department (SMD) of BCDA that the Agency has no derogatory records or cases with BCDA and its Subsidiaries <b>Annex S</b>;</p>		
<p>17. Sample of the PPEs to be issued to the Security Officers/Security Guards (Not included in the Eligibility Documents' Envelope but should be ready for presentation to BAC-G on demand during the opening of</p>		

the sealed envelope for Eligibility Documents.)		
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**Bidder/Bidder's Authorized Representative:**

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Signature over Printed Name

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Principal Bidder / Supplier



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

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class “A” Documents***

##### *Legal Documents*

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

##### *Technical Documents*

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

##### *Financial Documents*

- (g) The Supplier’s **audited financial statements for 2020**, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions; **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***

- (i) 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)*

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

## **II. FINANCIAL COMPONENT ENVELOPE**

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

# Annex “A”

## TERMS OF REFERENCE (TOR)

### BIDDING FOR SECURITY SERVICES FOR BATAAN TECHNOLOGY PARK

Three [3] Years Contract Effective Upon Issuance of NTP)

#### I. BACKGROUND INFORMATION:

1.1. By virtue of Proclamation No. 984 dated 26 March 1997, the President of the Republic of the Philippines transferred the ownership of all lands comprising the Philippine Refugee Processing Center Complex (PRPCC) and its improvements to the Bases Conversion and Development Authority (BCDA), which is now known as the Bataan Technology Park (BTP). The Proclamation also created the Morong Special Economic Zone and designated the BTP as the main zone. BTP comprises 315 square hectares. However, 100 square hectares of which have been recently allocated for the replication projects for the Philippine Marines Corps. The public bidding for the construction project has already started.

1.2. As in other properties of the BCDA, the land assets within the BTP (also referred to as AOR III) must be protected and secured from intrusion and proliferation of informal settlers and opportunists/exploiters, illegal construction of structures, theft, vandalism, sabotage and arson. The Urduja Security Services Inc (USSI) currently provides security at the BTP. Its contract with the BCDA will terminate at 6:00 AM on 10 December 2021. In this regard, BCDA intends to procure security services in order to ensure that its personnel, facilities, documents, properties and equipment are properly protected and secured. For this purpose, BCDA shall hire, through public bidding, a security agency that is administratively and operationally capable of providing quality services.

#### II. BIDDING FOR QUALITY AND COST BASED SECURITY SERVICES IN BCDA AOR III (Bataan Technology Park):

2.1. Consistent with GPPB Resolution No. 24-2007 (**Approving and Adopting the Guidelines on the Procurement of Security and Janitorial Services**), the BCDA will henceforth adopt a quality-and-cost-based selection method in procuring security service providers. Section 1 (Policy Statement) of the said resolution is hereby quoted: “It is recognized, however, that the proper and efficient procurement of security and janitorial services should be based not solely on cost, but should also take into consideration a range of other factors, such as, but not limited to, length of contract, standards of internal governance, adequacy of resources, levels of training, and adherence to labor and other social legislation.” Moreover, Section 4.1 states: “***However, considering that procuring entities have different needs and requirements, the minimum standard for each parameter shall be determined by the procuring entity.***”

2.2. In line with the intent and spirit of the above-mentioned resolution, BCDA has defined the two (2) major components of the security services that have to be provided by the Security Agency to be hired. These security services components include manpower and standard equipment requirements (Component 1) and special equipment and other forms of security services and capabilities (Component 2) that when taken as a whole would result in quality service.

### III. APPROVED BUDGET FOR THE CONTRACT (ABC):

3.1. The BCDA invites all interested bidders to participate in a public bidding for the procurement of Security Services for AOR III with an Approved Budget for the Contract (ABC) for the first year inclusive of all applicable taxes and fees broken down as follows:

AOR	Component 1 (SG with Standard Package Requirements)			Component 2 (Special Equipment & Services Requirements)	ABC (for the 1 <sup>st</sup> Year)
	No. of SGs	No. of Duty Hour	Annual Budget		
AOR III – Bataan Technology Park	18	12	P7,430,562.00	None	P7,430,562.00
<b>TOTAL ABC</b>			<b>P7,430,562.00</b>		<b>P7,430,562.00</b>

3.2. The ABC for AOR III is the summation of the annual budget for each of the major components of the security services to be provided by the Security Agency. The components include the hiring of security guards and the standard package that goes with it, special tools and equipment, and other services that are described below. The Security Agency shall also provide the CCTV System and deploy K-9 services to BCDA for **FREE**. However, failure to provide the CCTV System shall be a ground for termination of the contract.

#### AOR III (Bataan Technology Park)

Components	Description	Cost/ABC	Remarks
Component 1: SO/SG with Standard Package Requirements (Refer to Annex A, B and B1 for SG and Standard Equipment Requirements and Annex A1 for Location Map of Security Posts)			
2 SO & 16 SG	12-Hour Duty	P7,430,562.00	
Component 2: Special Equipment and Services Requirements (Refer to Annex C and C1 for the Specifications of Special Equipment and Services Requirements)			
CCTV System	24 Hours/7 Days Duty	None	a. to be provided and/or maintained by the security agency for free; b. to be returned to the Security Agency upon the termination of contract;
K-9 Services	Deployment as required	None	Maximum 160-hour K-9 Deployment per year for free; Deployment in excess of 160 hours shall be paid by BCDA at P5,000.00 per 8-hour deployment. (Package for the K9 and Handler);
Subtotal for Component 2		None	
<b>TOTAL</b>		<b>P7,430,562.00</b>	

**IV. BIDDING FOR AOR III:**

4.1. The Security Services for AOR III as described in paragraph III above shall be bid out as one (1) lot. The bidding shall be conducted on the date, time, and place as published in the Invitation to Bid. The bid date will be scheduled for one (1) day and the sequence of bidding will be as follows:

- 4.1.1. Opening of Eligibility Documents
- 4.1.2. Opening of Financial Bids

4.2. Qualified Security Agency can bid for AOR III. The Contract for Security Services for AOR III will be awarded to the bidder who has the “*Lowest Calculated and Responsive Bid*”.

**V. DESCRIPTION OF AOR III (Bataan Technology Park:**

5.1. Land assets, structures, equipment and facilities within the complex in Brgy. Sabang, Morong, Bataan. The AOR shall exclude the 100-hectare area that has been allocated for the PMC Replication Project.

5.2. Due to the vast area of AOR III and the difficulty in securing the zone, prospective bidders must have special equipment that could monitor the length and breadth of this AOR. The special equipment will include among others, CCTV System with night vision capability. (See Annex C for the CCTV Specification). Failure to provide the CCTV System shall be a ground for the immediate termination of the Contract.

**VI. MANPOWER REQUIREMENT:**

6.1. The manpower requirements for AOR III are as follows:

<b>AOR</b>	<b>Coverage</b>	<b>Number of SGs</b>	<b>Number of Relievers</b>	<b>No of Hours/Shift</b>
III	Bataan Technology Park	18	2	12 hours
<b>TOTAL</b>		<b>18</b>	<b>2</b>	

6.2. The Security Agency must be capable of increasing the number of guards deployed within fifteen (15) days upon receipt of the written communication from BCDA. In cases of extreme urgency, the contracted security agency may be required to immediately deploy a certain number of guards within two (2) days. Prior to the issuance of the written notice, SMD shall verbally notify the concerned agency of the need to prepare for the forthcoming changes in the deployment of guards.

6.3. Should the need arise, the Security Agency must be able to provide the required number of guards for deployment to other BCDA areas, including areas being managed by its affiliates and subsidiaries.

6.4. It must be explicitly stated that based on the assessment of the security situation and security needs of BCDA, the number of deployed security personnel may either be reduced or increased by BCDA as the case may be. Therefore, BCDA may adopt other security measures to compensate for the reduced number of deployed guards and to improve security.

6.5. The Security Agency must have the capability to deploy at least two (2) licensed Protective Agents to provide Security Escorts/VIP Security within 12-hour notice.

6.6. The Security Agency must be able to deploy in AOR III, a Security Detachment composed of at least 10% female security guards.

6.7. BCDA has the right to demand from the Security Agency for the immediate relief from post/duty of security officers/guards who are deemed undesirable or incompetent. The Security Agency shall immediately comply with such demand. However, it is the responsibility of the Security Agency to conduct investigation and observe due process in accordance with relevant labor laws and regulations and impose appropriate disciplinary action to erring security officers and guards. Failure of the Security Agency to observe due process in the imposition of disciplinary action and dismissal of security officers and guards shall be its sole consequential liability.

## **VII. POSTING/MANNING HOURS AND REQUIRED EQUIPMENT:**

7.1. The Security Agency must ensure that all the security posts within its area/s of responsibility are manned in accordance with this TOR. Manning of posts shall be explicitly indicated in a 15-day permanent detail, duly signed by the Detachment Commander/OIC and approved by the Head, Security Management Department (SMD) or the designated Senior Security Officer (SSO) for AOR III. The Security Agency shall also provide an appropriate number of guards and officers to act as relievers (in case of leave or other situation).

7.2. The Security Agency shall render security services twenty-four (24) hours a day, and seven (7) days a week in their respective AORs. Individual security officer/guard shall render six (6) days duty per week, in consonance with the provisions of the Labor Code except on extreme necessity, where a security officer/guard may render duty for seven (7) days a week.

7.3. Under any circumstance, a security guard shall not be allowed to render duties for two (2) successive shifts in one day (Straight duty for 24-hour period).

7.4. The Security Agency must provide the organizational and individual equipment enumerated in the attached posting/manning hours and required equipment for AOR III. Equipment deployed shall be in good operational condition throughout the duration of the contract. Maintenance of said equipment shall be the responsibility of the Security Agency including adequate POL provisions for the vehicles (4-wheel vehicle and motorcycle)

7.5. It is the responsibility of the Security Agency to immediately repair or replace its defective equipment. Failure to repair or replace its damaged equipment within one (1) day, especially when the said equipment is/are badly needed at that time, would have adverse impact on the performance rating of the Security Agency.

7.6. The Security Agency shall employ and/or deploy security officers and security guards only with the following training qualifications:

7.6.1. Mandatory Training (in accordance with RA 5487):

- a. Basic Security Officer/Guard Training Course;
- b. Retraining/Refresher SO/SG Training Course;

c. Basic Marksmanship Training Course

7.6.2. Optional training/seminars/skills which may contribute to their efficiency, effectiveness and quality of services:

- a. Basic Life Support Training/Seminar;
- b. VIP Security Training/Seminar;
- c. Marksmanship Refresher Training;
- d. Information Collection Seminar;
- e. Basic Report Writing Seminar;
- f. Disaster and Emergency Response Training;
- g. Computer Literacy Training for Security Officers;
- h. CCTV Operations Seminar

***7.7. The Security Agency shall provide and/or shoulder the cost for the prevention and control of COVID-19 pandemics such as but not limited to the following: testing and disinfection facilities; hand sanitizers; personal protective equipment (PPEs i.e., face mask, face shields, ear protector, helmets, vests and ropes) signages and IEC materials for the proper orientation and training on COVID - 19 prevention and control for all security personnel assigned and/or performing duties in the AORs. This provision shall similarly apply to other health, environmental and other occupational hazards that may occur during the duration of the contract.***

## **VIII. SCOPE OF WORK:**

8.1. The contracted Security Agency shall be primarily responsible for the security and safety of all BCDA personnel, properties, facilities & equipment, data & information and business operations within AOR III. The Security Agency shall be under the direct supervision, control and management of the Head, Security Management Department (SMD), BCDA;

8.2. Implement and enforce all applicable BCDA rules and regulations, standard operating procedures (SOPs) and other issuances relative to the maintenance of security and safety within the scope of work of the contracted Security Agency;

8.3. Provide quality security services on five areas of security, to wit: Personnel Security, Physical Security, Document Security, Communications Security, and Cyber-security.

8.3.1. Personnel Security - Secure and protect BCDA officers, employees and visitors from harm, harassment, threat and intimidation within the Security Agency's AOR;

8.3.2. Physical Security - Secure and protect BCDA structures, facilities, equipment and properties from acts of sabotage, theft, robbery, arson, vandalism, destruction and other criminal acts;

8.3.3. Document Security – Secure and protect documents and vital information from unauthorized disclosure, use, lost, and unsanctioned destruction; and allow easy but secured access of these documents and information to authorized personnel;

8.3.4. Communications Security - Prevent unauthorized users and/or interceptors from accessing radio and telecommunications.

8.3.5. Cyber-security - Implement (in its own ICT system) basic cyber-security systems, processes and measures designed to protect computers, networks and data from unauthorized access, vulnerabilities and attacks; and when required, assist the BCDA ICT Department in cyber-security.

8.4. Conduct regular or random emergency preparedness drills and simulation exercises for simple or multiple contingencies in coordination with Building/Facility Managers and/or local Disaster Response and Mitigation Units.

8.5. Constitute a team to act as first responders to any emergency or contingency situation that were observed within the immediate area or reported to them by other persons; call the attention and update the Duty Officer of the prevailing situation and be prepared to handover the responsibility to designated authority.

8.6. Provide special services such as security escort/VIP security and canine deployment as may be directed.

8.7. Install, operate and maintain the CCTV system to ensure efficient, effective and widest monitoring coverage of AOR III; Render timely report of any damage or fault to the operation of the system so that BCDA can immediately respond to maintenance requirements.

8.8. Prevent dumping of garbage of any form in AOR III. In the event that guards fail to prevent the dumping of garbage, it is the responsibility of the Security Agency to immediately remove said garbage at its own expense. Otherwise, BCDA shall remove or dispose of the garbage and the expenses incurred therefrom shall be chargeable to the account of the Security Agency.

8.9. Prevent intrusion and proliferation of informal settlers and building of illegal/unauthorized structures within its AOR. Stop and demolish on-going illegal improvement of existing structures within seventy-two (72) hours upon discovery. Should the Security Agency fail to enforce this function, it shall compensate BCDA for the cost of demolition and eviction and pay BCDA the amount of P20,000.00 per structure illegally constructed during the period covered by the contract. The Security Agency shall also be required to reimburse/pay BCDA the cost of litigation in the eviction of such informal settlers and occupants.

8.10. In case of damage to or loss of BCDA properties due to negligence or failure of the guard/s to fulfill his/her obligations, the Security Agency is liable to compensate BCDA for the cost of losses or damages.

8.11. Submit the following reports:

8.11.1. Daily Activity and Situation Report.

8.11.2. Incident Report (If any; within 24 hours)

8.11.3. Investigation Report (as necessary)

8.11.4. Special Reports (as needed by security and safety)

8.11.5. Information Reports (as obtained)

8.11.6. Accomplishment Reports:

a. Monthly – every 1<sup>st</sup> Monday of succeeding month

b. Quarterly – every 1<sup>st</sup> Week of succeeding quarter

c. Annual – every 2<sup>nd</sup> Week of January

8.11.7. Roster of Guards (every 15<sup>th</sup> and 30<sup>th</sup> of the month)

8.11.8. Guard Deployment (every 15<sup>th</sup> & 30<sup>th</sup> of the month)



- 8.11.9. Daily Guard Detail;
- 8.11.10. Other reports as required by SMD, BCDA.

8.12. Coordinate with the PNP, AFP and other friendly forces on matters related to the security and protection of AOR III.

## **IX. QUALIFICATIONS OF SECURITY AGENCY:**

9.1. The Security Agency must have a valid regular License to Operate (LTO) and in continuous business operation as a Security Agency for the last five (5) years. Original copy of the LTO to be provided during the Post-Qualification Inspection.

9.2. The Security Agency must have at least 200 duly licensed security officers, security guards, protective agents and private investigators currently performing security duties in any part of the country. List of security personnel deployed per contract shall be presented during the Post-Qualification Inspection.

9.3. The Security Agency must have a Certificate of Non-Pending Cases issued by the Supervisory Office on Security and Investigation Agencies (SOSIA), PNP within six (6) months from the schedule of bid opening. The original copy shall be presented during the Post-Qualification Inspection.

9.4. The Security Agency has not been a security provider or is currently a security provider of a company or juridical entity with whom BCDA and/or its subsidiaries and affiliates have past or existing legal case/conflict.

9.5. For a Security Agency who had provided security services in the past or is currently providing security services to BCDA and/or its subsidiaries, the said Security Agency must have a good performance record in BCDA and/or its subsidiaries and affiliates.

9.6. The Security Agency must have the Information-Communication Technology (ICT) capability to conduct the following:

9.6.1. Record information and other data relative to the performance of the Security Agency's safety and security functions.

9.6.2. Electronically monitor, record, store (one month) and review the situation within the coverage of CCTV System.

9.6.3. Maintain e-files of 201 Records and biometrics of deployed security guards, relievers and identified security escorts.

9.6.4. Implement (in its own ICT system) basic cyber-security technologies, processes, measures designed to protect computers, networks and data from unauthorized access, vulnerabilities and attacks; and when required, assist the ICT Department and/or SMD, BCDA in cyber-security.

9.6.5. Communicate with SMD, BCDA through the internet.

9.7. The Security Agency must have a pool of duly licensed private investigators who are capable of conducting background investigation of certain individuals/organizations upon the direction

of Head, SMD and/or PCEO.

9.8. The Security Agency must have a pool of duly licensed protective agents who are capable and properly equipped to provide covert security coverage to VIPs or BCDA staff or employees upon the direction of the Head, SMD and/or PCEO;

9.9. The Security Agency must be capable of providing K9 services within 24-hour notice. For this purpose, a security agency may either have its own K9 services or have an existing service contract with K9 Service Company. K-9 dogs and their handlers shall be transported on separate vehicles and deployed in coordination with SMD.

***9.10. The Security Agency must be capable of providing billeting facilities for their Security Officers and Guards, the location of which shall be accessible by land transportation and within two (2) kilometer radius from either the Detachment Headquarters or Security Posts. Expenses for rent for the billeting facility and other utilities shall be paid by the Security Agency.***

9.11. Pursuant to 23.5.3 of the IRR to RA 9184, the Security Agency/Bidder must have completed within a period of at least three (3) years of a single contract equivalent to at least 50% of the ABC; or at least two (2) similar contracts and the aggregate contract amount should be equivalent to at least 50% of the ABC. For this purpose, "Similar Contracts" shall refer to contracts involving the provision of security services.

9.12. The Security Agency/Bidder must certify under oath as to the correctness of the statements made and the completeness and authenticity of all the documents submitted. Documentary requirements shall be validated during the post qualification.

9.13. Former and current security providers of BCDA, to include their subsidiaries and affiliates, who have been rated "**Poor**" during the conduct of periodic Performance Evaluation and Inspection and/or who has been "**blacklisted**" by BCDA due to the security agency's violation of its contract with BCDA Groups shall not be allowed to participate in the bidding.

## **X. QUALIFICATIONS OF SECURITY OFFICERS/SECURITY GUARDS:**

10.1. The Security Officers (Detachment Commander, Assistant Detachment Commander, Shift-In-Charge) must:

10.1.1. Have satisfied the basic qualifications required in Section 4 of Republic Act No. 5487 as amended (an act governing the organization and management of Private Security Agencies, Company Guards Forces and Government Security Forces);

10.1.2. At least be five (5) feet and seven (7) inches in height and must not be more than fifty (50) years old at the time of acceptance;

10.1.3. Must be a licensed driver (Restrictions 1 & 2);

10.1.4. Knowledgeable about Microsoft and Google Applications;

10.1.5. Knowledgeable of CCTV operations and interpretations;

10.1.6. Former AFP/PNP personnel must either be retired or honorably separated from the Service (copy of retirement order or honorable discharge order duly authenticated by competent authorities must be submitted);

10.1.7. Must possess the necessary clearances from Barangay, PNP, NBI and RTC and have passed the Neuro-Psychiatric Test and Drug Test.

10.2. The Security Guards to be deployed must:

10.2.1. Have satisfied the basic qualifications provided in Section 2 and 3 of Republic Act No. 5487 as amended (An act governing the organization and management of Private Security Agencies, Company Guards and Government Security Forces);

10.2.2. At least be five (5) feet and five (5) inches in height for male and five (5) feet and two (2) inches in height for female;

10.2.3. Possess the necessary clearances from the Barangay, PNP, NBI and RTC and have passed the Neuro-Psychiatric and Drug Test;

10.2.4. Must have undergone training on First Aid and Life Saving Techniques or is willing to undergo similar training within the duration of the contract.

10.3 The Security Agency shall submit bio-data and employment records with corresponding description of expertise and experience of the nominated Detachment Commander; Assistant Detachment Commander, Shift-In-Charge and Security Guards for review by BCDA. Acceptance or denial of the nominated Security Officers and Guards shall be determined by SMD, BCDA.

10.4 The Security Agency shall submit to SMD, BCDA, the 201 Files of all deployed security officers and guards to include Personal Data Sheet, copies of Security Licenses, Certificates of Completion of Training for Security Officers/Guards, Brgy, NBI, PNP and RTC Clearances and Results of Neuro-Psychiatric and Drug Tests.

10.5. The Security Agency shall certify under oath as to the correctness of the statements made, and completeness and authenticity of the documents submitted. Qualifications of Security Officers and security guards shall be validated during the Post-Qualification Inspection.

## **XI. CONCEPT PLAN AND COMPREHENSIVE SECURITY PLAN:**

11.1. The Conceptual Security Plan shall be submitted for inspection during the Post Qualification Inspection. This plan explains the concept of safety and security that the Security Agency envisions to implement in AOR III.

11.2. The Comprehensive Security Plan of the winning bidder shall be submitted to BCDA upon issuance of Notice of Award (NOA) for review. BCDA shall notify the Security Agency on revisions, if any. Thereafter, the final Security Plan including corresponding Standard Operating Procedures (SOPs) for fire, bomb threat, earthquake, typhoon and other contingencies must be submitted to SMD, BCDA upon issuance of the Notice to Proceed.

## **XII. PAYMENT, RATE AND WAGE ADJUSTMENT OF SECURITY GUARDS:**

12.1. The Security Agency shall guarantee each security officer/guard a pay rate not lower than the minimum wage rate published by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) in relation to the rate approved by the respective Regional Wage Boards and other remuneration and benefits as provided for by the Labor Code of the Philippines.

12.2. The Security Agency must ensure and/or guarantee the timely release and/or disbursement of the salaries of the security guards *every 5<sup>th</sup> and 20<sup>th</sup> day of the month*;

12.3. The Security Agency shall regularly provide each security officer/guard, a copy of his/her official pay slip every *5<sup>th</sup> and 20<sup>th</sup> day of the month* indicating therein the summary of their salaries, allowances, bonuses, remittances to SSS, Pag-IBIG, PhilHealth and other authorized deductions.

12.4. The Security Agency shall timely and regularly remit all obligations (Amount to government in favor of the guard) for SSS, PhilHealth, Pag-Ibig and other mandatory remittances, i.e. withholding tax on compensation, as deducted from the pay and allowances of the security officers/guards *not later than the 15<sup>th</sup> day of the following month*.

12.5. The Security Agency shall be entitled to request from BCDA for adjustment of the contract price in the event the minimum wage is increased or where there is an increase in the fringe benefits in favor of the guards pursuant to law, executive order, decree or wage order; provided that the Security Agency shall presents acceptable proof thereof, e.g. copy of a wage order certified by PADPAO through its Committee on PADPAO Rate Computation.

12.6. BCDA has the right to demand from the Security Agency, proofs of compliance of its obligations under sub-clauses 11.1 to 11.4.

12.7. The adjustment of the contract price, unless otherwise amended and/or superseded by law, shall be computed as follows:

12.7.1. Only the “amount to guard and government” shall be adjusted and *not* the Agency Fee; and

12.7.2. The 12% VAT shall only be imposed on the Agency Fee and *not* on the amount to guard and government, in accordance with BIR Revenue Memorandum Circular No. 39-2007, as applied to wage orders issued by PADPAO.

## **XIII. POSTING OF PERFORMANCE AND WAGE SECURITIES:**

### **13.1. Performance Security**

To guarantee the faithful performance of the Security Agency of its responsibilities and obligations under the Contract, and the payment to BCDA for losses, and/or damages suffered thereby and such other liabilities that the Agency may have incurred during its tour of duty arising from unsatisfactory performance or non-performance under the Contract, the Agency shall post a performance security in favor of BCDA in the form of Cash, Cashier’s or Manager’s Check (equivalent to 5% of the ABC) or Surety Bond (equivalent to 30% of the ABC).

### **13.2. Wage Security**

13.2.1. Similarly, to answer for the wages due the security guards should the Security Agency fail to pay the same, the Security Agency must post a wage security in favor of BCDA equivalent to three (3) months' cost of labor in AOR III.

13.2.2. The performance and wage securities shall be callable on demand and shall have a validity period equal to the duration of the contract including its renewal or extension, if any, plus three (3) months.

### **13.3. Adjustment and Performance Wage Securities**

In case of change in contract price arising from additional deployment of guard force or wage adjustments pursuant to law, executive order, decree or wage order, the afore-cited performance and wage securities shall be accordingly upgraded.

## **XIV. MEDICAL AND RISK INSURANCE:**

*14.1. The Security Agency must ensure that all security officers and guards to be deployed including authorized relievers shall have full medical coverage for all types of sickness and emergencies.*

*14.2. The Security Agency must ensure that all security officers and guards to be deployed including authorized relievers shall have either individual or group insurance coverage in case of death or complete/partial disability.*

## **XV. CONFIDENTIALITY CLAUSE:**

15.1. All information, data and documents concerning the business and affairs of BCDA which are classified as confidential shall be treated accordingly by the Security Agency and its Security Officers/Guards and shall not be communicated or disclosed to any person or entity without prior written clearance from BCDA.

15.2. In the event that the Security Agency fails to comply with this Confidentiality Clause, BCDA shall have the option to apply pertinent provisions of RA 5487 and other applicable charges provided for under the Table of Offenses and Penalties hereto attached.

15.3. In the event that the disclosure of the confidential information and or documents is made by the Security Agency to any person or entity after the termination of its contract with BCDA, the latter shall have the right to seek redress and compensation through legal proceedings in a court of law

15.4. For the above-stated purposes, a non-disclosure agreement with BCDA shall form part of the contract between the Security Agency and BCDA.

## **XVI. PENALTY CLAUSE:**

16.1 The Security Agency, Security Officers and Security Guards shall be penalized for failure to comply with the provisions of this TOR based on the Table of Offenses and Penalties (*Annex D*) and

other applicable provisions of RA 5487.

**XVII. DURATION AND EXTENSION OF CONTRACT:**

17.1. The Security Agency shall provide Security Services to BCDA for a contract period of three (3) years, subject to renewal annually based on any or all of the following criteria:

- 17.1.1. Results of Performance Evaluation and Inspection (PEI);
- 17.1.2. Security Threat/Risk Assessment.

17.2. It is understood that paragraph 16.1 above allows BCDA to exercise its right to either extend or terminate the Contract based on the results of the PEI for the preceding semester and/or the security threat/risk assessment for the last six (6) months.

17.3. After the contract period of three (3) years, the Contract may be extended for a maximum of twelve (12) months, renewable monthly, subject to the extension of contracts as defined in the Amended IRR of R.A. 9184, results of the PEI of the Security Agency, exigency of service, availability of funds and upon mutual agreement of the parties.

17.4. Level of Performance:

17.4.1. The Security Agency shall maintain at least a rating of “*Satisfactory*” level of performance in the first six months period of the term of the contract and “*Very Good*” to “*Excellent*” in the succeeding periods based on the performance criteria which shall include, among others; (i) quality of service delivered; (ii) compliance to required resources and scope of work; (iii) standards of internal governance; (iv) training and suitability of personnel; (v) contract administration and management; and (vi) provision of regular and special reports on the status of BCDA’s premises in terms of security in accordance with the security plan.

17.4.2. The conduct of Performance Evaluation and Inspection of the Security Agency shall be conducted by a 7-man Committee headed by the SVP for Corporate Services Group and three (3) members from SMD and three (3) other members from other Departments duly authorized by PCEO, BCDA. The PSEI Report of the Committee shall serve as basis for either the termination or renewal of the contract for another one (1) year or until the final three (3)-year period shall have been completed in accordance with Government Procurement Policy Board (GPPB) implementing rules and regulations.

17.4.3. Based on the assessment, the BCDA may terminate the Contract of the Security Agency for its “poor performance” (not within the BCDA’s Standard Level of Performance, i.e. poor and satisfactory) or failure to comply with its obligations as stipulated in the contract.

17.4.5. Level of Performance Rating. The detailed rating system for the Performance Evaluation and Inspection (PEI) shall be provided to the contracted Security Agency. The level of performance shall be rated according to the following:

**LEVEL OF PERFORMANCE RATING**

<b>Adjectival Rating</b>	<b>Numerical</b>	<b>Description of Rating</b>
--------------------------	------------------	------------------------------

	<b>Rating</b>	
Poor	74.99 and below	Fails to meet most of the requirements of BCDA in terms of admin and operational capability. Poor quality of services.
Below Satisfactory	75 – 79.99	Meets most of the requirements but several violations were noted. The quality of services is very much wanted.
Satisfactory	80 – 84.99	Meets all the requirements but with minor violations. The quality of services needs further improvement.
Good	85 – 89.99	Meets all the requirements and no violations but the quality of services needs further improvement.
Very Good	90 – 94.99	Meets all the requirements and no violation. The quality of services needs minimal improvement.
Excellent	95 – 100	Achieves the highest standard for quality-security services as required by BCDA.

**XVIII. TERMINATION:**

18.1. Either party may, at any given time, terminate the Contract for breach of any of the provisions thereof and other legal causes by serving a written notice to the other party at least thirty (30) days before the intended date of termination.

**LIST OF ANNEXES:**

- A - Security Guard Requirements
- A1 - Location Map of Security Posts
- B - Standard Equipment Requirements
- B1 - Standard First Aid Kit Requirements for Detachment Headquarters
- C - Specifications of Special Equipment and Services Requirements
- C1 - Placement of CCTV Systems for AOR III
- D - Table of Offenses and Penalties

**Annex “B”**

**Bidding Forms**

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

---

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 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: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Price Schedule for Goods Offered from Abroad**

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price cif port of entry (specify port) or cip named place (specify border point or place of destination )	Total cif or cip price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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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]*

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

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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]*

**Sample Forms: Goods and Services for Ongoing and Completed Contracts**

SF-G&S-19A

**Statement of All Ongoing Government and Private Contracts  
Including Contracts Awarded but not yet Started**

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name/ Address/ Contact Number	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<b><u>Government Contracts:</u></b>							
1.							
2.							
<b><u>Private Contracts:</u></b>							
1.							
2.							
<b>Total Amount:</b>							

\*Continue in a separate sheet if necessary..

Submitted by : \_\_\_\_\_  
Signature over Printed Name of Authorized Representative

Date : \_\_\_\_\_

**Note:**

- If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
- The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).



**Statement of Single Largest Completed Contract (SLCC)  
Similar in Nature to the Contract to be Bid**

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name/Address/Contact Number	Kinds of Goods	Amount of Contract	Date of Delivery

Submitted by : \_\_\_\_\_  
Signature over Printed Name of Authorized Representative

Date : \_\_\_\_\_

**Note:**

**This statement shall be supported by ANY of the following:**

- End User's Acceptance; or
- Official Receipt of the last payment received; or
- Sales Invoice

**PROCUREMENT OF SECURITY SERVICES FOR AOR III  
(BATAAN TECHNOLOGY PARK)**

**SCHEDULE OF BIDDING ACTIVITIES\***

No.	ACTIVITIES	DATE/SCHEDULE (2022)
1	Pre-Procurement Conference	17 January 2022
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper )	27 January 2022
3	Issuance of Bid Documents	27 January 2022
<b>4</b>	<b>Pre-Bid Conference</b>	<b>10:00AM, 03 February 2022</b>
5	Deadline for Request for Clarification, if any	07 February 2022
6	Issuance of Bid Bulletin, if any	10 February 2022
<b>7</b>	<b>Deadline for Submission of the ff:</b> <ul style="list-style-type: none"> <li>● <b>Eligibility Requirements</b></li> <li>● <b>Financial Proposal</b></li> </ul>	<b>09:00 AM, 18 February 2022</b>
<b>8</b>	<b>Opening of the ff:</b> <ul style="list-style-type: none"> <li>● <b>Eligibility Requirements</b></li> <li>● <b>Financial Proposal</b></li> </ul>	<b>10:00 AM, 18 February 2022</b>
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	18 -21 February 2022
10	Presentation of Detailed Bid Evaluation	22 February 2022
11	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	23 February 2022
12	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	25 February, 28 February 2022
13	Deliberation by BAC of the Results of Post qualification	03 March 2022
14	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	On or before 09 March 2022
15	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 14 March 2022
16	Issuance of Notice to Proceed and Contract Signing	On or before 21 March 2022

*\*Subject to change*

Republic of the Philippines



Government Procurement Policy Board