



## BIDDING FOR SECURITY SERVICES FOR AOR II & IVA & B

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ELIGIBILITY DOCUMENTS		
• Authority of Signatory (Special Power of Attorney)	1 (a)	(SF-Good-35)
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• Omnibus Sworn Statement	2	(PBD Oct 2009)
• Statement of ON-GOING Government and/or Private Contracts	3	(SF-Good-13a)
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**APPROVED FOR RELEASE:**

**BIDS AND AWARDS COMMITTEE FOR GOODS**

**BY:**

**(SGD.) BGEN CARLOS F. QUITA AFP (Ret.)**  
Chairman

Uncontrolled when printed or emailed



**TECHNICAL SPECIFICATIONS COMPLIANCE FORM  
FOR AOR II (Open Area, Fort Bonifacio)  
Additional Requirements**

**“Bidders must indicate whether they are “Compliant” or “Non-Compliant” to the corresponding specifications prescribed by BCDA using this Form.**

ADDITIONAL REQUIREMENTS	STATEMENT OF COMPLIANCE (Check Appropriate Box)	
	Compliant	Non-Compliant
1. Certified True Copy of the Agency's License to Operate as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA);		
2. Agency's Organizational Set-up indicating the Names of Key Personnel and Personnel Manning of Key Offices;		
3. Original Copy of Notarized Affidavit from the Agency attesting to its number of years of existence as security provider;		
4. 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. a. Cal. 9MM Pistols – at least 16 units b. 12 Gauge Shotguns – at least 21 units		
5. List and Photo Copies of Licenses to Operate communication equipment under its inventory: a. Base Radio – at least 2 sets b. Hand Held Radio – at least 16 units		
6. List and Photo Copies of OR and CR of 4-wheel vehicles and motorcycles under its inventory: a. 4-Wheel Vehicle – at least 2 units b. Motorcycles – at least 2 units		
7. 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. Total strength should be at least two hundred (200) security guards;		
8. Original Copy of the Conceptual Security Plan. Must be based on the format as provided for under Annex K;		
9. Original Copy of Certification pertaining to the Agency's policy on the hiring of security officers and security guards;		
10. Original Copy of Certification from SOSIA that the Agency has not been blacklisted by any government and private institution;		
11. Original Copy of Certification from Security Services Unit (SSU) of BCDA that the Agency has no derogatory records or cases with BCDA and its Subsidiaries;		
12. 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.		

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

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

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

**TECHNICAL SPECIFICATIONS COMPLIANCE FORM  
FOR AOR IVA (BCDA Clark Facilities)  
Additional Requirements**

**“Bidders must indicate whether they are “Compliant” or “Non-Compliant” to the corresponding specifications prescribed by BCDA using this Form.**

ADDITIONAL REQUIREMENTS	STATEMENT OF COMPLIANCE (Check Appropriate Box)	
	Compliant	Non-Compliant
1. Certified True Copy of the Agency's License to Operate as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA);		
2. Agency's Organizational Set-up indicating the Names of Key Personnel and Personnel Manning of Key Offices;		
3. Original Copy of Notarized Affidavit from the Agency attesting to its number of years of existence as security provider;		
4. 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. a. Cal. 9MM Pistols – at least 16 units b. 12 Gauge Shotguns – at least 21 units		
5. List and Photo Copies of Licenses to Operate communication equipment under its inventory: a. Base Radio – at least 2 sets b. Hand Held Radio – at least 16 units		
6. List and Photo Copies of OR and CR of 4-wheel vehicles and motorcycles under its inventory: a. 4-Wheel Vehicle – at least 2 units b. Motorcycles – at least 2 units		
7. 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. Total strength should be at least two hundred (200) security guards;		
8. Original Copy of the Conceptual Security Plan. Must be based on the format as provided for under Annex K;		
9. Original Copy of Certification pertaining to the Agency's policy on the hiring of security officers and security guards;		
10. Original Copy of Certification from SOSIA that the Agency has not been blacklisted by any government and private institution;		
11. Original Copy of Certification from Security Services Unit (SSU) of BCDA that the Agency has no derogatory records or cases with BCDA and its Subsidiaries;		
12. 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.		

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

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

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



**TECHNICAL SPECIFICATIONS COMPLIANCE FORM  
FOR AOR IVB (New Clark City Project)  
Additional Requirements**

**“Bidders must indicate whether they are “Compliant” or “Non-Compliant” to the corresponding specifications prescribed by BCDA using this Form.**

ADDITIONAL REQUIREMENTS	STATEMENT OF COMPLIANCE (Check Appropriate Box)	
	Compliant	Non-Compliant
1. Certified True Copy of the Agency's License to Operate as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA);		
2. Agency's Organizational Set-up indicating the Names of Key Personnel and Personnel Manning of Key Offices;		
3. Original Copy of Notarized Affidavit from the Agency attesting to its number of years of existence as security provider;		
4. 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. a. Cal. 9MM Pistols – at least 16 units b. 12 Gauge Shotguns – at least 21 units		
5. List and Photo Copies of Licenses to Operate communication equipment under its inventory: a. Base Radio – at least 2 sets b. Hand Held Radio – at least 16 units		
6. List and Photo Copies of OR and CR of 4-wheel vehicles and motorcycles under its inventory: a. 4-Wheel Vehicle – at least 2 units b. Motorcycles – at least 2 units		
7. 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. Total strength should be at least two hundred (200) security guards;		
8. Original Copy of the Conceptual Security Plan. Must be based on the format as provided for under Annex K;		
9. Original Copy of Certification pertaining to the Agency's policy on the hiring of security officers and security guards;		
10. Original Copy of Certification from SOSIA that the Agency has not been blacklisted by any government and private institution;		
11. Original Copy of Certification from Security Services Unit (SSU) of BCDA that the Agency has no derogatory records or cases with BCDA and its Subsidiaries;		
12. 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.		

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

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

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

## BID DATA SHEET

ITB Clause																																		
1.1	<p>The PROCURING ENTITY is:</p> <p><b><i>BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)</i></b></p>																																	
1.2	<p>The name, identification and number of lots (“lots” herein shall be referred to as <b>Areas of Responsibility</b> or <b>AORs</b>) are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 20%;">AOR</th> <th>AREA COVERED</th> </tr> </thead> <tbody> <tr> <td>AOR II</td> <td>Open Area, Fort Bonifacio</td> </tr> <tr> <td>AOR IVA</td> <td>BCDA Facilities Clark</td> </tr> <tr> <td>AOR IVB</td> <td>New Clark City Project</td> </tr> </tbody> </table> <p>Contract Duration: Three (3) Years from _____ to _____</p>	AOR	AREA COVERED	AOR II	Open Area, Fort Bonifacio	AOR IVA	BCDA Facilities Clark	AOR IVB	New Clark City Project																									
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AOR II	Open Area, Fort Bonifacio																																	
AOR IVA	BCDA Facilities Clark																																	
AOR IVB	New Clark City Project																																	
2.1	<p>The <b>Funding Source</b> is:</p> <p>The Government of the Philippines (GOP) through the Corporate Budget of BCDA in the following amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th rowspan="2" style="width: 10%;">AOR</th> <th colspan="3" style="text-align: center;">Component 1 (SG with Standard Package Requirements)</th> <th rowspan="2" style="text-align: center;">Component 2 (Special Equipment &amp; Services Requirements)</th> <th rowspan="2" style="text-align: center;">TOTAL ABC</th> </tr> <tr> <th style="text-align: center;">No. of SGs</th> <th style="text-align: center;">No. Of Duty-Hour</th> <th style="text-align: center;">Annual Budget (1-Year Period)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">II</td> <td style="text-align: center;">58</td> <td style="text-align: center;">8-Hr Duty</td> <td style="text-align: right;">P 20,093,868.00</td> <td style="text-align: center;">None</td> <td style="text-align: right;">P 20,093,868.00</td> </tr> <tr> <td style="text-align: center;">IV A</td> <td style="text-align: center;">19</td> <td style="text-align: center;">12-Hr Duty</td> <td style="text-align: right;">7,379,163.00</td> <td style="text-align: center;">None</td> <td style="text-align: right;">7,379,163.00</td> </tr> <tr> <td style="text-align: center;">1V B</td> <td style="text-align: center;">40</td> <td style="text-align: center;">12-Hr Duty</td> <td style="text-align: right;">15,535,080.00</td> <td style="text-align: center;">None</td> <td style="text-align: right;">15,535,080.00</td> </tr> <tr> <td style="text-align: center;"><b>TOTAL</b></td> <td></td> <td></td> <td style="text-align: right;"><b>-P43,008,111.00</b></td> <td style="text-align: center;"><b>None</b></td> <td style="text-align: right;"><b>P43,008,111.00</b></td> </tr> </tbody> </table>	AOR	Component 1 (SG with Standard Package Requirements)			Component 2 (Special Equipment & Services Requirements)	TOTAL ABC	No. of SGs	No. Of Duty-Hour	Annual Budget (1-Year Period)	II	58	8-Hr Duty	P 20,093,868.00	None	P 20,093,868.00	IV A	19	12-Hr Duty	7,379,163.00	None	7,379,163.00	1V B	40	12-Hr Duty	15,535,080.00	None	15,535,080.00	<b>TOTAL</b>			<b>-P43,008,111.00</b>	<b>None</b>	<b>P43,008,111.00</b>
AOR	Component 1 (SG with Standard Package Requirements)			Component 2 (Special Equipment & Services Requirements)	TOTAL ABC																													
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1V B	40	12-Hr Duty	15,535,080.00	None	15,535,080.00																													
<b>TOTAL</b>			<b>-P43,008,111.00</b>	<b>None</b>	<b>P43,008,111.00</b>																													
5.1	<p>a. Preferably a member of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO)</p> <p>b. Must be a holder of a Regular License To Operate (LTO).</p>																																	
5.2	Not applicable																																	
5.4	<p>Per Sec. 23.5.1.3 of the IRR of RA 9184, the Bidder <b>must</b> have completed, within at least a period of three (3) years before the date of submission and receipt of bids, a contract for security services with the contract price equivalent to at least fifty percent (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.</p> <p>For this purpose “<i>similar contracts</i>” shall refer to contracts involving <b><u>the provision of Security Services.</u></b></p>																																	
5.5	No further instructions.																																	
6.3	No further instructions.																																	
7	Not Applicable.																																	
8.1	a. Under the “Special Equipment and Services” Requirements, bidders who have existing K-9 service should provide a certification attesting to its available in-house K-9 services.																																	



	<p>b. In case the bidder has no in-house capability for K-9 Services, it shall be allowed to enter into a sub-contract or Memorandum of Agreement (MOA) with other agency/institution providing such kind of services. Such sub-contract or MOA must show that the sub-contracted agency/institution is capable of providing the required services.</p> <p>c. The sub-contracting of the K-9 Services shall not relieve the bidder from any liability or obligations under the contract.</p> <p>d. The certification or the sub-contract or MOA with the agency/institution providing K-9 services shall form part of the eligibility documents.</p>
8.2	Not applicable.
9.1	<p>BCDA will hold a Pre-Bid Conference for this Project on:</p> <p><b>11 November 2019 @ 10:00 AM at the BCDA Corporate Center, 2<sup>nd</sup> Floor, Bonifacio Technology Center Building, 31<sup>st</sup> St., Corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City</b></p> <p>While it is not required, it is to the best interest of the bidder, if he is able to attend the Pre-Bid Conference. Section 22.3. of the Revised Implementing Rules and Regulations of RA 9184 provides, to wit:</p> <p><i>“The pre-bid conference shall discuss, among others, the eligibility requirements and the technical and financial components of the contract to be bid. Attendance of the bidder shall not be mandatory...”</i></p> <p>All matters discussed in the pre-bid conference will be included in the bid bulletin to be published in PhilGEPS and the BCDA Website. However, only those who purchased the bidding documents are entitled to a copy of the bid bulletin.</p>
10.1	<p>Prior to deadline of issuance of Bid Bulletin, written requests for clarification should be addressed to:</p> <p style="text-align: center;"><b>BGEN CARLOS F QUITA AFP (Ret.)</b> Chairman of the Bids &amp; Awards Committee for Goods (Same address under 9.1)</p>
12.1	<p>a. Additional Legal Documents: Refer to paragraph 28.5</p> <p>b. Additional Technical Documents: Refer to paragraph 28.5</p>
12.1(a) (i)	No other acceptable proof of SEC, DTI or CDA registration is recognized.
13.1	<p>a. The cost proposal shall be inclusive of all applicable taxes, fees and other charges relative to the bid.</p> <p>b. The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, the amount written in words shall prevail. In case of</p>



discrepancy between the itemized costs and the total cost, the total cost shall govern.

c. The Security Services for each of the AOR shall be put on bid separately. 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:

1. Opening of Eligibility Documents
2. Opening of Financial Bids: AOR II, AOR IVA and AOR IVB.

d. Bidders can bid in one or more AOR. The contract for security services in each particular AOR will be awarded to the bidder who has the "Lowest Calculated and Responsive Bid".

e. Financial proposal shall indicate or include the items for the two (2) major components of the Security Services on bid as follows:

- **Security Guards with Standard Package Requirement** - Based on PADPAO Wage Order NCR No. 22 for areas within the jurisdiction of the National Capital Region (AOR II) and PADPAO Wage Order No. RB III-21 for areas within the jurisdiction of Region III (AORs IVA and IVB).
- **Special Equipment and Services** - special tools and equipment and other services as described in the succeeding paragraphs

f. The Portion of the Financial Proposal indicating the "Amount in Favor of Guard and Government" **should not go below the prescribed amount/rate** prescribed in PADPAO Wage Order NCR No. 22 for the National Capital Region (AOR II) and PADPAO Wage Order No. RB III- 21 for Region III (AOR IVA and IVB). Only the "Administrative Overhead and Margin" shall be adjusted for Competitive Bidding.

g. The 12% VAT included 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 39-2007.

Additional Conditions:

13.2

a. 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 NCR-No. 22 for the National Capital Region (AOR II) and PADPAO Wage Order No. RB III-21 for areas within the jurisdiction of Region III (AOR IVA and IVB)** shall automatically be disqualified.

b. **Section 9 (b), ii of DOLE Department Order No. 18-A, Series 2011 (rules implementing Articles 106 to 109 of the Labor Code as Amended) provides that "The place of work and terms and conditions governing the contracting arrangement, to include the agreed amount of the services to be rendered, the standard administrative fee of not less than ten percent (10%) of the total contract cost."** Under the premise, the Bid Price should not be less than ten percent (10%) of the "Administrative Overhead and Margin of PADPAO Wage Order NCR-No. 22 for the National Capital Region (AOR II) and PADPAO Wage Order No. RB III-21 for areas within the jurisdiction of Region III (AOR IVA and IVB).

c. In case of a tie after the post-qualification, the provisions of the GPPB Circular 06-2005 (Tie-Breaking Method) shall apply.



	<p>d. In accordance with the GPPB 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 has specifically prescribed PADPAO Rate is considered non-compliant (Tab L)</p> <p>e. A bid price higher than the specified ABC, either taken as a whole or as an individual component shall automatically be disqualified.</p>						
15.4 (a)(iii)	No incidental services required.						
15.4(b)	Not applicable.						
15.5	Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.						
15.6	No further instructions						
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.						
16.3	No further instructions.						
17.1	Bids will be valid until 120 days from the date of bid opening.						
18.1	<p>The <b>bid security</b> shall be in the following amount:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Forms</th> <th style="text-align: center;">Percentage of the ABC (Amount - 2% of ABC)</th> </tr> </thead> <tbody> <tr> <td>a) Cash, cashier's/manager's check</td> <td> <p>AOR II ----- P401,877.36</p> <p>AOR IVA ----- P147,583.26</p> <p>AOR IVB ----- P310,701.60</p> </td> </tr> <tr> <td><b>b) Bid Securing Declaration per GPPB Res. No. 03-2012*</b></td> <td style="text-align: center;">(See Sample Form 9)</td> </tr> </tbody> </table> <p><i>* Bid Securing Declaration as issued by the GPPB. In lieu of a GPPB Resolution No. 03-12 dated January 27, 2012, the bidder has an option to submit a Bid Securing Declaration (an additional form of Bid Security) that is an undertaking which states, among others, that the bidder, shall enter into Contract with the procuring entity and furnish the required performance security within ten (10) calendar days, or less, as indicated in the bidding documents, from the receipt of the Notice of Award, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the Government Procurement Policy Board (GPPB).</i></p> <p>The Bid Security must be placed inside the "Eligibility Documents" Envelope labeled as "Bid Security". An O.R. shall be issued to the Bidder after the said envelope has been opened and acknowledged during Bidding.</p> <p>Bidders are required only one (1) form of Bid Security. It is either cash/Manager's Check or Bid Security Declaration.</p> <p><i>In case a bidder bids for one (1) or more AORs, the bidder's bid security shall be computed based on the sum of the ABC of all AORs the bidder is participating in.</i></p> <p><i>E.g. Bidder 1 bids for two (2) AORs—AOR II: Open Area, Fort Bonifacio and AOR IVB: New Clark City Project, hence, bid security is computed as:</i></p>	Forms	Percentage of the ABC (Amount - 2% of ABC)	a) Cash, cashier's/manager's check	<p>AOR II ----- P401,877.36</p> <p>AOR IVA ----- P147,583.26</p> <p>AOR IVB ----- P310,701.60</p>	<b>b) Bid Securing Declaration per GPPB Res. No. 03-2012*</b>	(See Sample Form 9)
Forms	Percentage of the ABC (Amount - 2% of ABC)						
a) Cash, cashier's/manager's check	<p>AOR II ----- P401,877.36</p> <p>AOR IVA ----- P147,583.26</p> <p>AOR IVB ----- P310,701.60</p>						
<b>b) Bid Securing Declaration per GPPB Res. No. 03-2012*</b>	(See Sample Form 9)						



	<p><i>Bid Security in the form of Cash, Cashier's/Manager's Check and Irrevocable letter of credit (based on 2% of ABC per AOR):</i></p> <table style="margin-left: 40px;"> <tr> <td><i>AOR II</i></td> <td>=</td> <td>P401,877.36</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">+</td> </tr> <tr> <td><i>AOR IVA</i></td> <td>=</td> <td>310,701.60</td> </tr> <tr> <td><b><i>BID SECURITY</i></b></td> <td>=</td> <td><b>Php 712,578.96</b></td> </tr> </table>	<i>AOR II</i>	=	P401,877.36			+	<i>AOR IVA</i>	=	310,701.60	<b><i>BID SECURITY</i></b>	=	<b>Php 712,578.96</b>
<i>AOR II</i>	=	P401,877.36											
		+											
<i>AOR IVA</i>	=	310,701.60											
<b><i>BID SECURITY</i></b>	=	<b>Php 712,578.96</b>											
18.2	The bid security shall be valid for 120 days from bid opening.												
18.5 (a)(iv) and 18.5(b) iii)	<p><i>Additional grounds for forfeiture of the Bid Security:</i></p> <p>The bid security may also be forfeited due to the following circumstances:</p> <ol style="list-style-type: none"> <li>1. Submission of eligibility requirements and bid(s) that contain false information, falsified documents, or the concealment of information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.</li> <li>2. Allowing the use of one's name, or using the name of another for purposes of public bidding.</li> <li>3. Refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged to have the Lowest Calculated Responsive Bid.</li> <li>4. Refusal to clarify or validate in writing its Bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.</li> <li>5. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor,</li> <li>6. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.</li> <li>7. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.</li> </ol>												
20.1	<p>The following ITB Clause 12 documents shall be sealed and <b>marked as follows</b>:</p> <ul style="list-style-type: none"> <li>- Original Eligibility Documents sealed in one (1) envelope and marked as "<b>ORIGINAL-ELIGIBILITY Documents</b>";</li> <li>- Original Financial Documents sealed in one (1) envelope and marked as "<b>ORIGINAL FINANCIAL Proposal</b>"</li> </ul>												
20.3	<ol style="list-style-type: none"> <li>1. The Bidder shall submit one (1) ORIGINAL and one (1) COPY of the Eligibility Documents and Financial Proposal described in ITB Clause 12.1 and BDS Clause 20.1</li> <li>2. There shall be two (2) big envelopes – the Original and the Copy. Inside each of the two (2) big envelopes are two (2) small envelopes –Eligibility Documents and Financial Proposals, to be <b>MARKED</b> as follows: <table border="1" style="margin-left: 40px; width: 80%;"> <tr> <td style="padding: 5px;">1. BIG Envelope</td> <td style="padding: 5px;"><u>Mark as</u> "<b>ORIGINAL BID</b>"</td> </tr> <tr> <td style="padding: 5px;">1.1 Small Envelope</td> <td style="padding: 5px;"><u>Mark as</u> "<b>ORIGINAL Eligibility Documents</b>"</td> </tr> <tr> <td style="padding: 5px;">1.2 Small Envelope</td> <td style="padding: 5px;"><u>Mark as</u> "<b>ORIGINAL Financial Proposal</b>"</td> </tr> </table> </li> </ol>	1. BIG Envelope	<u>Mark as</u> " <b>ORIGINAL BID</b> "	1.1 Small Envelope	<u>Mark as</u> " <b>ORIGINAL Eligibility Documents</b> "	1.2 Small Envelope	<u>Mark as</u> " <b>ORIGINAL Financial Proposal</b> "						
1. BIG Envelope	<u>Mark as</u> " <b>ORIGINAL BID</b> "												
1.1 Small Envelope	<u>Mark as</u> " <b>ORIGINAL Eligibility Documents</b> "												
1.2 Small Envelope	<u>Mark as</u> " <b>ORIGINAL Financial Proposal</b> "												





	<p>The allotted date and time for the site inspections shall be <b>STRICTLY</b> 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 sites. For guidance, BCDA will provide maps of the AORs.</p>
27.1	<p>Not applicable.</p>
28.3	<p>No further instructions.</p>
28.3(b)	<p>A bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. Where a bidder modifies its bid, its shall not be allowed to retrieve its original bid, but shall only be allowed to send another bid equally sealed, properly identified, linked to its original bid and marked as “<b>modification</b>”, thereof, and stamped “<b>received</b>” by the BAC for Goods. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the bidder unopened.</p>
28.5	<p><b>Additional instructions:</b></p> <p>a. Former and current security providers of BCDA who has been rated “Poor” during the conduct of periodic Performance Evaluation and Inspection and/or is not in good standing with BCDA due to the security agency’s violation of its contract with BCDA shall not be allowed to participate in this bidding.</p> <p>b. Should a bidder intend to bid for more than one (1) AOR or all the three (3) AORs, it shall submit only one set of the following:</p> <p style="text-align: center;"><b><u>CHECKLIST OF REQUIREMENTS:</u></b></p> <p><b>Each and every page of the Bid Form, including the Schedule of prices, under Section VIII hereof, shall be signed (full signature) by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid, AND PROPERLY TABBED AS FOLLOWS:</b></p> <div style="border: 1px solid black; padding: 10px;"> <p><b><u>Tab A - PhilGEPS Certificate of Registration under Platinum Membership</u></b> (with Annex A); or</p> <p><b><u>Class “A” Eligibility Documents:</u></b> or,</p> <ul style="list-style-type: none"> <li>• <u>Registration Certificate</u> from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives</li> <li>• <u>Current &amp; Valid Mayor’s/Business Permit</u>, if expired a copy of the expired Mayor’s Permit and the Official Receipt as proof that the bidder has applied for renewal of the permit issued by the city or municipality where the principal place of business of the prospective bidder is located.</li> <li>• <u>Valid Tax Clearance</u> per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR</li> <li>• <u>Latest Audited Financial Statements</u> stamped received by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.</li> </ul> <p><b><u>Combination</u></b> (PhilGEPS Certificate of Registration under Platinum Membership &amp; Class “A” Eligibility Documents)</p> <p style="text-align: center;">Note: In case the bidder opted to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184</p> </div>



**Tab B - (SF-G&S-19A) Statement 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

**(SF-G&S-19B) Statement of Single Largest Completed Contract (SLCC)** similar in nature to the contract to be bid equivalent to at least fifty percent (50%) of the ABC or two (2) similar contracts with an aggregate amount equivalent to at least fifty percent (50%) of the ABC within **three (3) years** from the date of submission and receipt of bids.

The two (2) statements required shall indicate for each contract the following:

- name of the contract;
- date of the contract;
- contract duration;
- owner's name and address;
- kinds of Goods;
- For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
- For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- date of delivery; and
- end-user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

**Note:**

- Statement of all ongoing contracts requirement is merely a "statement" of all ongoing contracts. It refers to a "statement" to be made by the bidder relative to all its ongoing government and private contracts, and not the actual submission of the physical NOA, NTP or Contracts.
- The Statement of SLCC to be submitted by the bidder shall attach **ANY** of the following proof:
  - end user's acceptance; or
  - official receipt of the last payment received; or
  - sales invoice

**Tab C - Computation of Net Financial Contracting Capacity (NFCC)** in accordance with ITB Clause 5 (Section IX, Bidding Forms) **OR Committed Line of Credit** from a Universal or Commercial Bank at least equal to ten percent (10%) of the ABC to be bid.

**FORMULA:**

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

**Tab D - Joint Venture Agreement (JVA)** in case the joint venture is already in existence, or **Duly Notarized Statements** from all the potential joint venture partners in accordance with Section 23.1(b) of the 2016 Revised IRR of RA 9184, if applicable.

**Each partner** of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents **by any** of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

**Tab E - Bid Security in ANY of the following:**

- **Cash or Cashier’s/Manager’s Check** issued by a Universal or Commercial Bank (2% of the ABC) or;
- **Bank Draft/Guarantee or Irrevocable Letter of Credit** issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (2% of the ABC) or;
- **Surety Bond** with a Certificate from the Insurance Commission (5% of the ABC); or
- **Notarized Bid Securing Declaration**

Note:

The bid security shall be valid for one hundred twenty (120) calendar days from date of bid opening. Bid Data Sheet ITB Clause 18.2

**Tab F - Conformity with Technical Specifications:**

**Tab G - Conformity with Schedule of Requirements:**

**Tab H - Notarized Omnibus Sworn Statement** in accordance with Section 25.3 of the 2016 Revised IRR of RA 9184, and using the form prescribed in Section VIII. Bidding Forms

Note:

The Omnibus Sworn Statement shall be accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable

**Tab I - Financial Bid** (use Section IX Bidding Forms)

Financial Bid Forms shall be duly signed on each and every page by the principal bidder or the bidder’s authorized representative.

**Class “B” Eligibility Documents:**

c. The ABC for security services in each AOR is the summation of the annual budget for each of the major components of the security services to be provided by the security agency/cies. These components include the hiring of security guards and the standard package that goes with it, special tools and equipment and other services as described below. It should be noted, however, that the budget allocated for the procurement of CCTV equipment will be for a one-time procurement and that these equipment are owned by BCDA.

**AOR II (Open Area, Fort Bonifacio)**

Components	Description	COST/ABC	Remarks
<b>Component 1</b>			
58 Security Guards	8-Hr Duty	P 20,093,868.00	Refer to TOR
<b>Component 2</b>			
CCTV system			Refer to TOR
Background Investigation (BI)	as required		Refer to TOR
K-9 Services	As required		Refer to TOR
<b>TOTAL</b>		<b>P 20,093,868.00</b>	



**AOR IVA (BCDA Facilities Clark)**

Components	Description	COST/ABC	Remarks
<b>Component 1:</b>			
19 Security Guards	12-Hr Duty	P 7,379,163.00	Refer to TOR
<b>Component 2:</b>			
CCTV system			Refer to TOR
Background Investigation (BI)	As required		Refer to TOR
K-9 Services	As required		Refer to TOR
<b>TOTAL</b>		<b>P 7,379,163.00</b>	

**AOR IVB (New Clark City)**

Components	Description	COST/ABC	Remarks
<b>Component 1:</b>			
40 Security Guards	12-Hr Duty	P 15,535,080.00	Refer to TOR
<b>Component 2:</b>			
CCTV system			Refer to TOR
Background Investigation (BI)	As required		Refer to TOR
K-9 Services	As required		Refer to TOR
<b>TOTAL</b>		<b>P 15,535,080.00</b>	

- a. The Firearms, vehicles, communication equipment and other items specified under Component 1: Security Guards with Standard Package Requirement - should be ready for presentation during the **Showdown Inspection** to be conducted by elements of Security Services Unit, 3-5 days prior to assumption of AOR.
- b. The Security Officers/Guards, together with their individual equipment, shall be validated/inspected during the Rank Inspection to be conducted by elements of Security Services Unit, 3-5 days prior to assumption of AOR.
- c. The following equipment & services specified under Component 2: Special Equipment and Services - must be:
  - CCTV Camera – installed within fifteen (15) Calendar Days upon receipt of Notice from Head, Security Services Unit.
  - K-9 Services – provided within two (2) Calendar Days upon receipt of Notice from Head, Security Services Unit.
  - Background Investigation – completed within ten (10) Calendar Days upon receipt of Notice from Security Services Unit.
- d. Failure of the Agency to present the required numbers of security officers/guards and equipment as specified in paragraphs c and d above during the Inspection shall be a ground for the cancellation/termination of its contract.
- e. The bidder authorizes BCDA to conduct random interview of its security guards deployed in any of its security detachments and current clients to verify the bidder's (Agency) compliance with the provisions of applicable rules and regulations including the prevailing PADPAO Rate.
- f. Computations for the Total Bid Proposal per AOR should be rounded off up to two (2) decimal places.

	<p>During Post Qualification,</p> <p>a. Bidders shall submit the following:</p> <ol style="list-style-type: none"> <li>(1) Income &amp; Business Tax Return</li> <li>(2) Valid PhilGeps Registration</li> </ol> <p>b. Original copies of appropriate licenses as indicated/enumerated in Clause 12.1.</p> <p><b>NOTE:</b> The latest income &amp; business tax returns are those within the <b><u>last six (6) months preceding the date of bid submission.</u></b></p> <p>c. Based on Sec. 29.3 of the ITB, BCDA reserves the right to inquire or secure a certification or any form of document from the bidders' clients attesting whether the bidder has satisfactorily or non-satisfactorily delivered and/or rendered any services required relative to the Goods supplied.</p> <p>d. The bidder's capacity to communicate with the Security Services Unit through the internet shall be checked/validated during the Post -Qualification. In this regard, the bidder must be able to send an email to SSU email address, to be provided during the post qualification schedule.</p>
29.2(d)	The Conceptual Security Plan shall be submitted as part of the eligibility document. This plan explains the concept of safety and security that the security agency envisions to implement in the AORs that are put on bid. The elements (general situation, mission statement, concept of execution, security forces and other resources to be employed, command and control; and contingency plans for fire and earthquake, and bomb threat evacuation) of this plan will be used as a non-discretionary pass/fail criteria.
32.4 (g)	No other requirement.
34.2	The effectivity date of the contract shall be the date of actual deployment. (See Schedule of Requirements)



## SCHEDULE OF REQUIREMENTS

### AOR II (Open Area, Fort Bonifacio)

Components	Description	Deployment Schedule
<b>Component 1: Security Guards with Standard Package Requirements</b>		
a. 58 Security Guards	8-Hr Duty	Upon assumption of AOR
b. Standard Package Requirements		Upon assumption of AOR
<b>Component 2: Special Equipment and Services</b>		
a. CCTV system with 16 channels and cameras (Maybe split into 3 to 4 sets of CCTV System)		a. Refer to TOR; b. One (1) CCTV Set with four (4) channels/cameras to be installed at the BCDA Motorpool with monitor at BCDA Corporate Center (thru Internet) within 15 CD after assumption of AOR; c. The other 2-3 sets will be installed in any area of the AOR to be determined later. This must be installed within 7 CD from receipt of formal notice from SSU, BCDA.
b. Background Investigation (BI)	As required	Refer to TOR
c. K-9 Services	Deployment as required	Refer to TOR

Requirements	Date of Compliance
1. Site Survey of the AOR.	After the Pre-bid Conference
2. Coordinating Conference between BCDA & Agency prior to deployment.	Within 3 Calendar Days (CD) from receipt of Notice of Award
3. Submission and Presentation of Security Plan. Submission and Interview of Nominees for Security Officers (DC, Asst DC, and SIC) along with Personal Data sheet	7 CD after the Coordinating Conference
4. Submission of the following per TOR: <ul style="list-style-type: none"> <li>- List of Firearms (with copy of licenses)</li> <li>- Communication equipment ( with copy of registration certificates and licenses)</li> <li>- vehicle(s) (with copy of OR/CR); and</li> </ul> Submission of the following documents of Security Guards (SGs): (201 file Folder) <ul style="list-style-type: none"> <li>- personal data sheet (using BCDA's pro-forma) with ID picture</li> <li>- Back-to-back certified true copy of Security license</li> <li>- NBI clearance</li> <li>- certificate of security related trainings (if any)</li> </ul>	Ten (10) CD after the Coordinating Conference
5. BCDA Joint-Inventory of Structures with Out-Going and In-Coming 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 Representative; From BCDA Representative to the new Security Provider)	6:00 AM of scheduled turn-over.
9. Posting of the New Security Provider.	As stipulated in the guard detail

**Bidder's Authorized Representative:**

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

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

## SCHEDULE OF REQUIREMENTS

AOR IV-A (BCDA Facilities Clark)

Components	Description	Deployment Schedule
<b>Component 1: Security Guards with Standard Package Requirements</b>		
a. 19 Security Guards	12-Hr Duty	Upon assumption of AOR
b. Standard Package Requirements		Upon assumption of AOR
<b>Component 2: Special Equipment and Services</b>		
a. CCTV system with 16 channels and cameras (Maybe split into 3 to 4 sets of CCTV System)		a. Refer to TOR; b. One (1) CCTV Set with eight (8) channels/cameras and monitor to be installed at PMO/CGC Security Office within 15 CD after assumption of AOR. c. The other 2 sets must be installed in any area/AOR to be determined later. This must be installed within 30 CD from receipt of formal notice from SSU, BCDA.
b. Background Investigation (BI)	As required	Refer to TOR
c. K-9 Services	Deployment as required	Refer to TOR

Requirements	Date of Compliance
1. Site Survey of the AOR.	After the Pre-bid Conference
2. Coordinating Conference between BCDA & Agency prior to deployment.	Within 3 Calendar Days (CD) from receipt of Notice of Award
3. Submission and Presentation of Security Plan. Submission and Interview of Nominees for Security Officers (DC, Asst DC, and SIC) along with Personal Data sheet	7 CD after the Coordinating Conference
4. Submission of the following per TOR: - List of Firearms (with copy of licenses) - Communication equipment (with copy of registration certificates and licenses) - vehicle(s) (with copy of OR/CR); and  Submission of the following documents of Security Guards (SGs): (201 file Folder) - personal data sheet (using BCDA's pro-forma) with ID picture - Back-to-back certified true copy of Security license - NBI clearance - certificate of security related trainings (if any)	Ten (10) CD after the Coordinating Conference
5. BCDA Joint-Inventory of Structures with Out-Going and In-Coming 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 Representative; From BCDA Representative to the new Security Provider)	6:00 AM of scheduled turn-over.
9. Posting of the New Security Provider.	As stipulated in the guard detail

**Bidder's Authorized Representative:**


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 Signature over Printed Name

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 Principal Bidder / Supplier



## SCHEDULE OF REQUIREMENTS

### AOR IV-B (New Clark City)

Components	Description	Deployment Schedule
<b>Component 1: Security Guards with Standard Package Requirements</b>		
a. 40 Security Guards	12-Hr Duty	Upon assumption of AOR
b. Standard Package Requirements		Upon assumption of AOR
<b>Component 2: Special Equipment and Services</b>		
a. CCTV system with 16 channels and cameras (Maybe split into 3 to 4 sets of CCTV System)		a. Refer to TOR; b. One (1) CCTV Set with four (4) channels/cameras and monitor to be installed at PMO/NCC Office within 15 CD after assumption of AOR; c. The other 3 sets must be installed in any area/AOR to be determined later. This must be installed within 30 CD from receipt of formal notice from SSU, BCDA.
b. Background Investigation (BI)	As required	Refer to TOR
c. K-9 Services	Deployment as required	Refer to TOR

Requirements	Date of Compliance
1. Site Survey of the AOR.	After the Pre-bid Conference
2. Coordinating Conference between BCDA & Agency prior to deployment.	Within 3 Calendar Days (CD) from receipt of Notice of Award
3. Submission and Presentation of Security Plan. Submission and Interview of Nominees for Security Officers (DC, Asst DC, and SIC) along with Personal Data sheet	7 CD after the Coordinating Conference
4. Submission of the following per TOR: <ul style="list-style-type: none"> <li>- List of Firearms (with copy of licenses)</li> <li>- Communication equipment ( with copy of registration certificates and licenses)</li> <li>- vehicle(s) (with copy of OR/CR); and</li> </ul> Submission of the following documents of Security Guards (SGs): (201 file Folder) <ul style="list-style-type: none"> <li>- personal data sheet (using BCDA's pro-forma) with ID picture</li> <li>- Back-to-back certified true copy of Security license</li> <li>- NBI clearance</li> <li>- certificate of security related trainings (if any)</li> </ul>	Ten (10) CD after the Coordinating Conference
5. BCDA Joint-Inventory of Structures with Out-Going and In-Coming 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 Representative; From BCDA Representative to the new Security Provider)	6:00 AM of scheduled turn-over.
9. Posting of the New Security Provider.	As stipulated in the guard detail

**Bidder's Authorized Representative:**

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

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

## GENERAL CONDITIONS OF THE CONTRACT

### 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.



- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. The Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC Clause 2.1(a)**.

### 3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### 4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### 5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

### 6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirement.

6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

### 7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.



- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

## **8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

## **9. Prices**

Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the **SCC**.

## **10. Payment**

- 10.1. Unless otherwise specified in the **SCC**, payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.1, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise specified in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

## **11. Advance Payment**

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.



- 11.2. For Goods supplied from abroad, ten percent (10%) of the Contract price shall be paid within sixty (60) calendar days from signing of the contract and upon submission of a claim and a bank guarantee issued by a licensed bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section IX. Sample Forms.
- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

## 12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## 13. Performance Security

- 13.1. Unless otherwise specified in the SCC, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. Unless otherwise specified in the SCC, the performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## 14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing,



pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

## 15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

## 16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.



## 17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## 18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.



- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

## 19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **SCC**. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

## 20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## 21. Liability of the Supplier

- 21.1. Subject to additional provisions, if any, set forth in the **SCC**, the Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.



- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## 23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
  - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar



Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## **24. Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## **25. Termination for Convenience**

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## **26. Termination for Unlawful Acts**

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1 (a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at anytime before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;



- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

## **28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

## **29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

## **30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

**SPECIAL CONDITIONS OF CONTRACT**

<b>GCC Clause</b>																																		
1.1 (g)	The PROCURING ENTITY is <b>BASES CONVERSION AND DEVELOPMENT AUTHORITY</b>																																	
1.1 (i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .																																	
1.1 (j)	<p><b>The Funding Source:</b></p> <p>The Government of the Philippines (GOP) through the Corporate Budget of BCDA in the following amount:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">AOR</th> <th colspan="3">Component 1 (SG with Standard Package Requirements)</th> <th rowspan="2">Component 2 (Special Equipment &amp; Services Requirements)</th> <th rowspan="2">TOTAL ABC</th> </tr> <tr> <th>No. of SGs</th> <th>No. Of Dy-Hour</th> <th>Annual Budget (1-Year Period)</th> </tr> </thead> <tbody> <tr> <td>II</td> <td>58</td> <td>8-Hr Duty</td> <td style="text-align: right;">P 20,093,868.00</td> <td style="text-align: center;">None</td> <td style="text-align: right;">P 20,093,868.00</td> </tr> <tr> <td>IVA</td> <td>19</td> <td>12-Hr Duty</td> <td style="text-align: right;">7,379,163.00</td> <td style="text-align: center;">None</td> <td style="text-align: right;">7,379,163.00</td> </tr> <tr> <td>IVB</td> <td>40</td> <td>12-Hr Duty</td> <td style="text-align: right;">15,535,080.00</td> <td style="text-align: center;">None</td> <td style="text-align: right;">15,535,080.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td></td> <td></td> <td style="text-align: right;"><b>-P43,008,111.00</b></td> <td style="text-align: center;"><b>None</b></td> <td style="text-align: right;"><b>P43,008,111.00</b></td> </tr> </tbody> </table>	AOR	Component 1 (SG with Standard Package Requirements)			Component 2 (Special Equipment & Services Requirements)	TOTAL ABC	No. of SGs	No. Of Dy-Hour	Annual Budget (1-Year Period)	II	58	8-Hr Duty	P 20,093,868.00	None	P 20,093,868.00	IVA	19	12-Hr Duty	7,379,163.00	None	7,379,163.00	IVB	40	12-Hr Duty	15,535,080.00	None	15,535,080.00	<b>TOTAL</b>			<b>-P43,008,111.00</b>	<b>None</b>	<b>P43,008,111.00</b>
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5.1	<p>The <b>Procuring Entity's address</b> for Notices is:</p> <p style="text-align: center;"><b>BCDA Corporate Center, 2/F Bonifacio Technology Center Bldg., 31<sup>st</sup> St., corner 2nd Avenue, Bonifacio Global City, Taguig City</b></p> <p>The <b>Supplier's address</b> for Notices is: _____</p>																																	
6.2	<i>Refer to the Terms of Reference (TOR) and Draft Contract.</i>																																	
9	<p>During the duration of the contract the selected Agency is entitled to request for adjustment of the contract price in the event the minimum wage is increased or where there is increased in fringe benefit in favor of the employees pursuant to law, executive order, decree or wage order; provided the <b>Agency</b> presents acceptable proof thereof, e.g. copy of a wage order certified by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO), through its "Committee on PADPAO Rate Computation".</p> <p>The adjustment of the contract price, unless otherwise amended/superseded by a new law, shall be computed as follows:</p> <ul style="list-style-type: none"> <li>- only the "amount to guard and government" shall be adjusted and NOT the Agency Fee; and</li> </ul>																																	



	- the 12% VAT shall only be imposed on the Agency Fee and not the "amount to guard and government, based on BIR Revenue Memorandum Circular No. 39-2007, as applied to wage orders issued by PADPAO.
10.1	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; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.
10.4	No further instructions.
13.1	No further instructions.
13.4	<b>Performance Security</b>
and 13.4(c)	To guarantee the faithful performance of the Agency of its responsibilities and obligations under the Contract for Security Services, and the payment to BCDA of losses and/or damages suffered thereby, including penalties for illegal structures and the cost of their demolition, 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 bond issued by an insurance entity duly accredited by the Insurance Commission in any of the form and in the amount equivalent to the corresponding percentage of the ABC prescribed in the Instructions to Bidders.
	<b>Wage Security</b>
	Similarly, to answer for the wages due to the Security Guards should the Agency fail to pay the same, another bond issued by an insurance entity duly accredited by the Insurance Commission shall be posted by the Agency in favor of BCDA in an amount equal to three (3) months' cost of labor in the AOR.
	<b><u>Abovementioned bonds 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.</u></b>
16.1	(See Schedule of Requirements)
17.3	Not applicable



**17.4**

- 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 the due process and impose appropriate disciplinary action to erring security officers/guards. Failure of the Security Agency to observe due process is its sole consequential liability.

- The 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:

- Results of Semestral Performance Evaluation and Inspection (PEI).

- Assessment of the current and future security situation and the corresponding security needs/requirements of BCDA.

- It is understood that the above paragraph allows BCDA to exercise its right to either extend or terminate the Contract based on the results of the PEI and/or the assessment of the security situation and security needs of BCDA. Moreover, it must be explicitly stated that based on the 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 opt to introduce other security measures such as the use of access cards to compensate for the reduced number of deployed guards and to improve security.

- 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 results of the performance evaluation of the Security Agency, exigency of service, availability of funds and upon mutual agreement of the parties.

- The Agency is expected by BCDA to maintain at least a rating of "Satisfactory" level of performance in the first six months of the term of the contract 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. It should be emphasized, however, that BCDA desires that the contracted security providers should deliver quality services within the range of "Very Good" to "Excellent" level of performance. The actual level of performance shall be assessed by BCDA, through SSU, before the end of every semester of each year, and shall serve as one of the bases for the renewal of its contract for another one (1) year or until the final three (3)-year period mentioned in the Terms of Reference (TOR) shall have been completed in accordance with Government Procurement Policy Board (GPPB) rules and regulations on implementation of said three (3)-year period. Based on the assessment, the BCDA may terminate the contract of the security service contractor 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.



16.3.1. Level of Performance Rating (The detailed rating system for the Performance Evaluation and Inspection (PEI) shall be provided to the contracted agency/ies):

Adjectival Rating	Numerical Rating	Description of Rating
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 wanting.
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.

- 19 Based on Section 3.1, Annex "D" of the IRR of RA 9184, BCDA shall deduct from the Contract Price, as liquidated damages, an amount equal to one-tenth of one percent (1/10 of 1%) of the Contract Price for every day of delay of the actual deployment of security guards in the AOR. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.
- 20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 21.1 *In case the Supplier is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."*

## A. General

### 1. Scope of Bid

- 1.1. The procuring entity named in the BDS (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as described in the Technical Specifications herein the bidding documents (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

### 2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

### 3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. 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. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.



- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1 (a);
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

#### **4. Conflict of Interest**

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
  - (a) A Bidder has controlling shareholders in common with another Bidder;
  - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
  - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
  - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
  - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
  - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids



and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## 5. Eligible Bidders

5.1. Unless otherwise indicated in the BDS, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
- (e) Persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the BDS:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
- (b) 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;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.



- 5.3. **Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.**
- 5.4. **Unless otherwise provided in the BDS, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the BDS.**

**For this purpose, contracts similar to the Project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and ITB Clause 12.1(a) (iii).**

- 5.5. **Unless otherwise provided in the BDS, the Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).**

**The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:**

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (K)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.}$$

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

## **6. Bidder's Responsibilities**

- 6.1. **The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in the Sample Forms herein the bidding documents, as required in ITB Clause 12.1 (b) (iii).**
- 6.2. **The Bidder is responsible for the following:**
- (a) **Having taken steps to carefully examine all of the Bidding Documents;**
  - (b) **Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;**
  - (c) **Having made an estimate of the facilities available and needed for the contract to be bid, if any; and**
  - (d) **Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 10.3.**



- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. **The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Unless otherwise indicated in the BDS, failure to furnish all information or documentation required in the Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.**
- 6.4. **It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.**
- 6.5. **The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.**
- 6.6. **The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.**
- 6.7. **Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.**
- 6.8. **The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.**



## **7. Origin of Goods**

Unless otherwise indicated in the BDS, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 27.1.

## **8. Subcontracts**

- 8.1. Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## **B. Contents of Bidding Documents**

### **9. Pre-Bid Conference**

- 9.1. If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

### **10. Clarification and Amendment of Bidding Documents**

- 10.1. Bidders who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the

**Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.**

- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

### C. Preparation of Bids

#### 11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

#### 12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

(a) **Eligibility Documents –  
Class “A” Documents:**

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the BDS;
- (ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the BDS, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
  - (iii.1) name of the contract;
  - (iii.2) date of the contract;
  - (iii.3) kinds of Goods;
  - (iii.4) amount of contract and value of outstanding contracts;
  - (iii.5) date of delivery; and



- (iii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (iv) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (v) NFCC computation or CLC in accordance with ITB Clause 5.5; and

**Class "B" Document:**

- (vi) If applicable, the 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.
- (b) Technical Documents –
- (i) Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:
    - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
  - (ii) Conformity with technical specifications, as enumerated and specified in the pertinent Sections of herein bidding documents; and
  - (iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in the Sample Forms herein the bidding documents.

**13. Documents Comprising the Bid: Financial Component**

- 13.1. Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:
- (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;
  - (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with ITB Clause 27; and
  - (c) Any other document required in the BDS.

- 13.2. Unless otherwise stated in the BDS, all bids that exceed the ABC shall not be accepted.

#### 14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

#### 15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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), including all customs duties and sales and other taxes already paid or payable:
      - (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
      - (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.



- (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
  - (iii) The price of other (incidental) services, if any, listed in the BDS.
- (b) For Goods offered from abroad:
- (i) Unless otherwise stated in the BDS, the price of the Goods shall be quoted 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, listed in the BDS.
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24.
- 15.6. All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as indicated in the BDS and specified in the GCC and its corresponding SCC provision.

## 16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
  - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the BDS. 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.
- 16.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

## 17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

## 18. Bid Security

- 18.1. The bid security, issued in favor of the Procuring Entity, in the amount stated in the BDS shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security
(e) Bid Securing Declaration per GPPB Res. No. 03-2012*	No percentage required

**For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.**

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, from receipt of the Notice of Award, and committing to pay the



corresponding fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. **The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.**
- 18.3. **No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.**
- 18.4. **Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the ITB Clause 18.2.**
- 18.5. **The bid security may be forfeited:**
  - (a) **if a Bidder:**
    - (i) **withdraws its bid during the period of bid validity specified in ITB Clause 17;**
    - (ii) **does not accept the correction of errors pursuant to ITB Clause 28.3(b);**
    - (iii) **fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 29.2; or**
    - (iv) **any other reason stated in the BDS.**
  - (b) **if the successful Bidder:**
    - (i) **fails to sign the contract in accordance with ITB Clause 32;**
    - (ii) **fails to furnish performance security in accordance with ITB Clause 33; or**
    - (iii) **any other reason stated in the BDS.**

## **19. Format and Signing of Bids**

- 19.1. **Bidders shall submit their bids through their duly authorized representative using the appropriate forms (provided in the Sample Forms herein the bidding documents) on or before the deadline specified in the ITB Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid.**

- 19.2. Forms as mentioned in ITB Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## 20. Sealing and Marking of Bids

- 20.1. Unless otherwise indicated in the BDS, Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_ - TECHNICAL COMPONENT" and "COPY NO. \_\_\_ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
  - (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
  - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 21.
- 20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

### D. Submission and Opening of Bids

## 21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the BDS.



## **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity.

## **23. Modification and Withdrawal of Bids**

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.
- 23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

## **24. Opening and Preliminary Examination of Bids**

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the BDS to determine each Bidder's compliance with the documents prescribed in ITB Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened



- within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in ITB Clause 12.1(a), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in ITB Clause 5, the Class “A” Documents described in ITB Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under ITB Clauses 12.1(a)(iii) to 12.1(a)(v) by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.



## E. Evaluation and Comparison of Bids

### 25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the BDS or in the case of ITB Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

### 26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

### 27. Domestic Preference

- 27.1. Unless otherwise stated in the BDS, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
  - (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
  - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
  - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
  - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws



of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

## 28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the BDS, the BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the BDS. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and



corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.

- 28.5. Unless otherwise indicated in the BDS, the Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

## 29. Post-Qualification

- 29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
- (a) Tax clearance per Executive Order 398, Series of 2005;
  - (b) Latest income and business tax returns in the form specified in the BDS;
  - (c) Certificate of PhilGEPS Registration; and
  - (d) Other appropriate licenses and permits required by law and stated in the BDS.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on



until the Lowest Calculated Responsive Bid is determined for contract award.

- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

### 30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
    - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
  - (b) All prospective bidders are declared ineligible;



- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

## **F. Award of Contract**

### **31. Contract Award**

- 31.1. Subject to ITB Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
  - (b) Posting of the performance security in accordance with ITB Clause 33;
  - (c) Signing of the contract as provided in ITB Clause 32; and
  - (d) Approval by higher authority, if required.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in the Technical Specifications herein the bidding documents.

### **32. Signing of the Contract**

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
  - (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
  - (d) Performance Security;

- (e) **Credit line in accordance with ITB Clause 5.5, if applicable;**
- (f) **Notice of Award of Contract; and Other contract documents that may be required by existing laws and/or specified in the BDS.**

**33. Performance Security**

- 33.1. **To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.**
- 33.2. **The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:**

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

- 33.3. **Failure of the successful Bidder to comply with the abovementioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.**

**34. Notice to Proceed**

- 34.1. **Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.**



- 34.2. **The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the contract, unless otherwise specified in the BDS.**

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**INVITATION TO BID FOR SECURITY SERVICES  
FOR AORs II AND IVA & IVB**

1. The **BASES CONVERSION AND DEVELOPMENT AUTHORITY** (hereinafter referred to as **BCDA**), through its Bids and Awards Committee for Goods (BACG), invites PhilGEPS-registered providers of Security Services to bid for three (3) Areas of Responsibility (AORs) under a **three (3)-year term**, with an Approved Budget for the Contract (ABC) of **Forty-Three Million Eight Thousand One Hundred Eleven Pesos (PhP43, 008,111.00)** 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 Requirements)	ABC OF EACH AOR
	No. of SGs	No. Of Dy-Hour	Annual Budget (1-Year Period)		
II - Open Area, Fort Bonifacio	58	8-Hr Duty	P 20,093,868.00	None	P 20,093,868.00
IVA - BCDA Facilities Clark	19	12-Hr Duty	P 7,379,163.00	None	P 7,379,163.00
IVB – New Clark City Project.	40	12-Hr Duty	P15,535,080.00	None	P15,535,080.00
<b>TOTAL ABC</b>			<b>P43,008,111.00</b>	<b>None</b>	<b>P43,008,111.00</b>

Reference for SG Rate/Month: AOR II-PADPAO Wage Order No. NCR- 22; AOR IVA & IVB – Wage Order No. RB III-21.

2. Bids received in excess of the ABC shall automatically be rejected at the bid opening.
3. The Security Services for each of the AOR shall be put on bid separately. 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 opening of bids will be as follows:
- a. Opening of eligibility documents
  - b. Opening of Financial Bids: AOR II, AORs IVA & IVB
4. A bidder may bid for one or more AORs. The contract for security services for each particular AOR will be awarded to the bidder who has the “Lowest Calculated and Responsive Bid”.
5. Bidders should have completed, within the last three (3) years before the date of submission and receipt of bids, a contract for security services with the contract price equivalent to at least fifty percent (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.
6. Selection of winning bidders will be through public bidding procedures pursuant to Republic Act 9184, otherwise known as the Government Procurement Reform Act of 2002 and its Implementing Rules and Regulations (IRR). Participation is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty

*Handwritten signature/initials*



percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

7. Complete set of Bid Documents may be purchased by interested bidders from the address given below starting **01 November 2019 to 03 December 2019 from 8:00 AM to 5:00 PM except Saturdays, Sundays and Holidays and until 9:00 AM of 04 December 2019** upon payment of a non-refundable fee, as stated below, in cash or manager's check only:
  - For a bidder who will bid in all AORs (AOR II, IVA and IVB) - Fifty Thousand Pesos (Php 50,000.00);
  - For a bidder who will opt to bid for individual AOR:
    - AOR II – Twenty Five Thousand Pesos (P 25,000.00)
    - AOR IVA – Twenty Five Thousand Pesos (P 25,000.00)
    - AOR IVB - Twenty Five Thousand Pesos (P 25,000.00)
8. Prospective Bidders may download the Bidding Documents free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) or from the BCDA website ([www.bcda.gov.ph](http://www.bcda.gov.ph)). However, they cannot participate in the Bidding until the non-refundable fee for the Bidding Documents is paid on or before the deadline of submission of bids. *(Based on Section 17.5 of the IRR of RA 9184)*
9. A Pre-Bid Conference for the purpose will be held on **11 November 2019 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> Street, Bonifacio Global City, Taguig City.**
10. Deadline for the submission of the Bids / Tender Documents / Forms is on or before **04 December 2019 at 9:00 AM** at the **BCDA Central Receiving and Releasing Area (CRRA)** located at the same address indicated in item 9. The reference time that will be followed shall be the computer system clock at the **CRRA**. Interested bidders are advised to synchronize their timepieces therewith.
11. Bid opening shall be on **04 December 2019 at 10:00 AM**. Bids will be opened in the presence of the Bidders' representatives who choose to attend. Although the attendance of Bidder's representative during the Opening of Bids is not compulsory, they are encouraged to attend so they could witness the Bid Opening.
12. BCDA reserves the right to waive minor defects in forms and requirement as long as they do not affect the genuineness and authenticity of the documents submitted.
13. BCDA reserves the right to accept or reject any bid, to annul the bidding process, and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder/s.
14. All particulars relative to Eligibility Statement, Screening, Bid Security, Performance Security, Pre-bid Conference(s), Evaluation of Bids, Post-Qualification and Award of Contract shall be governed by the pertinent provisions of RA 9184 and its Implementing Rules and Regulations (IRR).

For inquiries, please contact the BAC for Goods Secretariat at telephone numbers below:

Mr. Raul B. Buensalida  
Ms. Queennie P. Bautista  
Mr. Donald G Tolentino

(02) 575-1700 local 1772  
(02) 575-1700 local 1741  
(02) 575-1700 local 1789

**BIDS AND AWARDS COMMITTEE FOR GOODS**

BY:

  
**BGEN CARLOS F QUITA (RET)**  
Chairperson

Date of Posting:

**01 November 2019**

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## TERMS OF REFERENCE (TOR)

### BIDDING FOR SECURITY SERVICES OF AOR II AND IV-A & B Three [3] Years Contract Effective Upon Issuance of NTP)

#### I. BACKGROUND INFORMATION:

Pursuant to Republic Act No.7227, the Bases Conversion and Development Authority (BCDA) was created to oversee and accelerate the conversion and development of former US base lands and their extensions into alternative productive civilian use. Consistent with the same law, the President of the Republic of the Philippines issued Executive Order No. 40, series of 1992, transferring major portions of Fort Bonifacio and Villamor Air Base in Metro Manila and Clark Air Base in Pampanga for disposition, privatization and development, in order to raise funds for the conversion program as well as for the modernization of the Armed Forces of the Philippines.

As in other properties of BCDA, the land assets and facilities within the open areas of Fort Bonifacio (also known as AOR II) and BCDA Clark Facilities and New Clark City Project Area (also known as AOR IV-A & B, respectively) must be protected and secured from unauthorized intrusions; proliferation of informal settlers and illegal constructions/structures, theft, vandalism, sabotage and arson.

The current contract for security services for AOR II and AOR IV-A & B will terminate on 16 November 2019. And in order to ensure that BCDA personnel and properties are properly protected and secured in AOR II and IV-A and B, BCDA shall hire a Security Agency that is administratively and operationally capable of providing quality services.

#### II. BIDDING FOR QUALITY AND COST BASED SECURITY SERVICES:

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-said resolution, BCDA has defined the major components of the security services that have to be provided by the security agency to be hired. These security services components include manpower, tools and equipment, and other forms of security services and capabilities that when taken as a whole would result to quality service.



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

3.1. BCDA invites all interested bidders to participate in public bidding for the procurement of Security Services for Area of Responsibility (AOR) II and IV-A & B 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 each AOR
	No. of SGs	No. of Duty Hour	Annual Budget (1-Year Period)		
II - Open Area, Fort Bonifacio	58	8	PHP20,093,868.00	None	PHP20,093,868.00
IV - BCDA Clark Facilities & New Clark City Project:					
Sector A: BCDA Clark Facilities	19	12	PHP7,379,163.00	None	PHP7,379,163.00
Sector B: New Clark City Project	40	12	PHP15,535,080.00	None	PHP15,535,080.00
<b>TOTAL ABC</b>			<b>PHP43,008,111.00</b>	<b>None</b>	<b>PHP43,008,111.00</b>

3.2. The ABC for each AOR 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; conduct background investigation 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 II (Open Area, Fort Bonifacio)**

Components	Description	Cost/ABC	Remarks
Component 1: SO/SG with Standard Package Requirements (Refer to Annex A1, A1.1. and A1.2 for SG and Standard Package Requirement and Annex A2 for Location Map of Security Posts)			
<b>58 SO/SG</b>	8-Hr Duty	<b>PHP20,093,868.00</b>	
Component 2: Special Equipment and Services Requirements (Refer to Annex A3 for the specifications of requirements)			
CCTV System	24 Hours/7 Days Duty	None	a. to be provided and maintained by the agency for free; b. to be owned by BCDA upon the termination of contract;
Background Investigation (BI)	Conduct as required	None	a. P10,000.00/individual; b. At least 12 BI/year
K-9 Services	Deployment as required	None	a. P5,000.00 per 8-hour deployment (Package for handler and K-9); b. Minimum 160 hours deployment/year
Subtotal for Component 2		None	
<b>TOTAL</b>		<b>PHP20,093,868.00</b>	



**AOR IV - A (BCDA Clark Facilities)**

<b>Components</b>	<b>Description</b>	<b>COST/ABC</b>	<b>Remarks</b>
Component 1: SO/SG with Standard Package Requirements (Refer to Annex B1, B1.1 and B1.2. for SG and Standard Package Requirement & Annex A2 for Location Map of Security Posts)			
<b>19 SO/SG</b>	12-Hr Duty	<b>PHP7,379,163.00</b>	
Component 2: Special Equipment and Services Requirements (Refer to Annex B3 for the specifications of requirements)			
CCTV System	24 Hours/7 Days Duty	None	a. to be provided and maintained by the agency for free; b. to be owned by BCDA upon the termination of contract;
Background Investigation (BI)	Conduct as required	None	a. P10,000.00/individual; b. At least 12 BI/year
K-9 Services	Deployment as required	None	a. P5,000.00 per 8-hour deployment (Package for handler and K-9); b. Minimum 160 hours deployment/year
Sub-total for Component 2		None	
<b>TOTAL</b>		<b>PHP7,379,163.00</b>	

**AOR IV-B (New Clark City Project)**

<b>Components</b>	<b>Description</b>	<b>COST/ABC</b>	<b>Remarks</b>
Component 1: SO/SG with Standard Package Requirements (Refer to Annex C1, C1.1 and C1.2 for SG and Standard Package Requirement & Annex C3 for Location Map of Security Posts)			
<b>40 SO/SG</b>	12-Hr Duty	<b>PHP15,535,080.00</b>	
Component 2: Special Equipment and Services Requirements (Refer to Annex F for the specifications of requirements)			
CCTV system	24 Hours/7 Days Duty	None	a. to be provided and maintained by the agency for free; b. to be owned by BCDA upon the termination of contract;
Background Investigation (BI)	Conduct as required	None	a. P10,000.00/individual; b. At least 12 BI/year
K-9 Services	Deployment as required	None	a. P5,000.00 per 8-hour deployment (Package for handler and K-9); b. Minimum 160 hours deployment/year
Sub-total for Component 2		None	
<b>TOTAL</b>		<b>PHP15,535,080.00</b>	



#### **IV. DESCRIPTION OF AREAS OF RESPONSIBILITY (AOR):**

##### **4.1. AOR II - Open Area, Fort Bonifacio:**

4.1.1. Covers BCDA land assets/facilities in the following locations:

- a. Vacant lot in Consular Area;
- b. Vacant lot north of SSU/ASCOM, PA;
- c. East and West Ramp/Tunnel, Sampaguita Bridge, C5 Road;
- d. Residual/Vacant lots in Summit Area/Staff House;
- e. Residual/Vacant lots STP Area near Transco Line;
- f. BCDA Motor Pool in Pamayanang Diego Silang;
- g. Proposed BCDA Building (Vacant Lot along 11<sup>th</sup> Avenue);
- h. Others to be identified later.

4.1.2. Most of the land assets are occupied by informal settlers except for the BCDA Motor Pool and the proposed BCDA Building. Vacant lots (a & b) are presently occupied by informal settlers who also claim ownership of the property. Globe and Smart/Sun occupies a portion of vacant lot a under a lease agreement with BCDA. SSBNAI members/residents have barricaded the area since 2017. It has been unilaterally declared off-limits to non-residents. For vacant lot b, the determination of its ownership is currently under "*status quo*". Claimants to lots a & b have also posted their own guards in the premises of the properties.

4.1.3. AOR II comprises of several land assets and properties situated in different locations in the Open Area of Fort Bonifacio. Some of the properties are located along busy roads while others are in very isolated location. Posting of permanent guard posts in some of these areas are impractical. Hence the need to deploy mobile patrol teams mounted on either motorcycles or 4-wheeled utility vehicles working on 3 shifts, 24/7 rotation basis.

##### **4.2. AOR IV - A (BCDA Clark Facilities):**

4.2.1. Office buildings, field offices, warehouses, other facilities, equipment and materials of BCDA located within Clark Main Zone and SCTEX, both in Clark, Angeles City;

4.2.2. Land assets acquired and to be acquired for the Clark International Airport/Runway Expansion Project and Subic-Clark Railway Project including other structures, facilities, equipment and materials still to be acquired;

4.2.3. Due to the diverse use of these buildings and some of the facilities being isolated, there is dire need to have dedicated and independent CCTV systems to effectively monitor movements of personnel, materials and equipment to deter or prevent occurrence of safety and security incidents. Mobile patrol teams mounted on 4-wheeled utility vehicles is also a must to effectively monitor open areas in between different projects and facilities.

##### **4.3. AOR IV – B (New Clark City Project):**

4.3.1. Existing structures, facilities, offices, equipment and materials of BCDA located within New Clark City (NCC) project areas in Capas and Bamban,



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 (within its AOR) at least four (4) licensed Protective Agents to provide Security Escorts/VIP Security within 12-hour notice.**

6.6. The Security Agency must be able to deploy in its AOR, 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 Head, SSU or his authorized representative. The Security Agency shall also provide appropriate number of guards and officer to act as relievers (in case of leave or other situation).

7.2. The Security Agency shall render 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 no circumstance shall a security guard be allowed to render 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 per AOR. 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 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. 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 Gathering and Basic Report Writing Training/Seminar;
- e. Disaster and Emergency Response Training;
- f. Computer Literacy Training for Security Officers;
- g. CCTV Operations Seminar

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

The contracted Security Agency shall be primarily responsible for the safety and security of all BCDA personnel, properties, facilities & equipment, trade data & information and business operations within its assigned AOR. It shall be under the direct supervision, control and management of the Head, Security Services Unit (SSU), BCDA. Its functions, duties and responsibilities are as follows:

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

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

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

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

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

8.1.5. Cyber-security - Implement (in its own ICT system) basic cyber-security technologies, 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.

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

8.3. 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 Mitigation Units.

8.4. 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.

8.5. Provide special services such as security escort/VIP security and canine deployment as well as conduct of background investigation of personnel and organization as may be directed.

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

8.7. Prevent dumping of garbage of any form in its AOR. 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.

8.8. Prevent intrusion and proliferation of informal settlers and building of illegal/unauthorized structures within its AOR. Stop and demolish on-going illegal construction of 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.

8.9. Dispatch appropriate number of security guards under a Security Officer/Team Leader to provide covert security to LADD team during conduct of surveys; RROWA-COMREL Teams during negotiations and LSD Team during expropriation proceedings and to secure properties cleared or acquired by BCDA as a result thereof.

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; to be submitted with 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

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

**IX. QUALIFICATIONS OF SECURITY AGENCY:**

9.1. Has 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. With 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. Certified by the Supervisory Office on Security and Investigation Agencies (SOSIA), PNP that the Security Agency has no pending case. The original copy shall be presented during the Post-Qualification Inspection.

9.4. 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 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, said agency must have a good performance record in BCDA and/or its subsidiaries.

9.6. Has the Information-Communication Technology (ICT) capability to:

9.6.1. Record information and other data relative to the performance of the 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 SSU, BCDA in cyber-security.

9.6.5. Communicate with SSU, BCDA through internet.

**9.7. Has a pool of duly licensed private investigators who are capable of conducting background investigation of certain individuals/organization upon the direction of SSU/PCEO.**

**9.8. Has 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 who are under constant threat or intimidation while in the course of performing their respective jobs;**

9.9. 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 unit/company. **K-9 dogs and its handlers shall be transported on separate vehicles and deployed in coordination with SSU.**

**9.10. Capable of providing billeting facility for their Security Officers and Guards, the location of which shall be accessible by land transportation and within five (5) 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 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 prospective bidder shall 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, affiliates and sister companies, who has 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 AND SECURITY GUARDS:**

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



10.1.1. Must 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 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 professional driver (Restrictions 1 & 2);**

**10.1.4. Knowledgeable about Microsoft and Google Applications;**

**10.1.5. Knowledgeable of CCTV operations/image 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, 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 five (5) feet and four (4) 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 Barangay, PNP, NBI, Neuro-Psychiatric Test 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 work employment record 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 SSU, BCDA.

10.4 Likewise, the Security Agency shall submit to 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, NBI Clearances, Police Clearances, Barangay Clearances, Neuro-Psychiatric Clearances and Result of 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. Conceptual Security Plan shall be submitted as part of the eligibility document. This plan explains the concept of safety and security that the Security Agency envisions to implement in the AOR on bid.

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 SSU, BCDA upon issuance of the Notice to Proceed.

#### XII. PAY RATE OF SECURITY GUARDS AND WAGE ADJUSTMENT:

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 shall regularly provide each security officer/guard copy of official individual pay slip every pay period indicating therein the Summary of their salaries, allowances, bonuses, remittances to SSS, Pag-IBIG, PhilHealth and other authorized deductions.

12.3. 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.

12.4. 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 the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO), through its Committee on PADPAO Rate Computation.

12.5. BCDA has the right to demand from the Security Agency proofs of compliance of its obligations under sub-clauses 12.1 to 12.3.

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



12.6.1. Only the "amount to guard and government" shall be adjusted and **not** the Agency Fee; and

12.6.2. 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 the AOR.

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 officers and guards to be deployed including authorized relievers shall have full coverage for all type of sickness and medical emergencies.***

***14.2. The security officers and guards to be deployed including authorized relievers shall have either individual or group insurance coverage in case of death or completed/partial disability.***

***14.3. Firearms to be issued by the Security Agency to their Security Officers and Guards shall be covered by Firearms Insurance.***



## **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 with extreme secrecy by the Security Agency, 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 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. 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 period 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.

17.5. 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 SSU 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.

17.6. 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:

<b>Adjectival Rating</b>	<b>Numerical Rating</b>	<b>Description of 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 wanting.
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:**

- A1 - Security Guard Requirements for AOR II
- A1.1. - Standard Equipment Requirements for AOR II
- A1.2. - Standard First Aid Kit Requirements for Detachment Headquarters for AOR II
- A2. - Location Map of Security Posts for AOR II
- A3 - Specifications of Special Equipment and Services Requirements for AOR II
- A4 - Schedule of Requirements for AOR II
- B1 - Security Guard Requirements for AOR IV-A
- B1.1. - Standard Equipment Requirements for AOR IV-A
- B1.2. - Standard First Aid Kit Requirements for Detachment Headquarters for AOR IV-
- B2. - Location Map of Security Posts FOR AOR IV-A
- B3 - Specifications of Special Equipment and Services Requirements for AOR IV-A
- B4 - Schedule of Requirements for AOR IV-A
- C1 - Security Guard Requirements for AOR IV-B
- C1.1. - Standard Equipment Requirements for AOR IV-B
- C1.2. - Standard First Aid Kit Requirements for Detachment Headquarters for AOR IV-
- C2. - Location Map of Security Posts FOR AOR IV-B
- C3 - Specifications of Special Equipment and Services Requirements for AOR IV-B
- C4 - Schedule of Requirements for AOR IV-B
- D - Table of Offenses and Penalties

## SECURITY GUARDS REQUIREMENTS FOR AOR II

## AOR II - Open Area, Fort Bonifacio

SECURITY POST/DET HQS	GUARD SHIFT			NR OF SG	NR OF HR	HAND HELD RADIO	FIREARMS	
	1st	2nd	3rd				Shot Gun	9 mm Pistol
<b>DETACHMENT HQS:</b>								
Detachment Commander	1			1	8	1		1
Asst. Det. Comdr / SIC	1	1	1	3	24	1		1
Radio Operator	1	1	1	3	24	1		
<b>SECURITY POSTS:</b>								
Consular 1 - Main Entrance/Check Point	2	2	2	6	48	1	2	
Consular 2 - Rear Entrance/Interior	2	2	2	6	48	1	2	
ASCOM/SSU Main Entrance	2	2	2	6	48	1	2	
STP Area (GHQ/TRANSCO)	2	2	2	6	48	2	2	
Summit Area (Residual Lots)	2	2	2	6	48	2	2	
BCDA Motorpool, PDS	2	2	2	6	48	1	1	1
<b>MOBILE PATROL:</b>								
Patrol Base 1 - East/West Ramp and Tunnel, Sampaguita Bridge, Other Open Areas	3	3	3	9	72	1	2	1
Patrol Base 2 - STP, Summit and SSU/ASCOM Areas & PDS	2	2	2	6	48	2	1	1
<b>TOTAL</b>	<b>20</b>	<b>19</b>	<b>19</b>	<b>58</b>	<b>464</b>	<b>14</b>	<b>14</b>	<b>5</b>

**RESERVES:****Guard Relievers:** 6 SG**Firearms:** 2 Pistols/2 Shotguns**Radios:** 4 Handheld Radios**Baterries:** 20 Sets for Handheld Radios

Uncontrolled when printed or emailed



## STANDARD EQUIPMENT REQUIREMENTS FOR AOR II

## AOR II: Open Area, Fort Bonifacio

ITEMS	QUANTITY	REMARKS
<b>COMMUNICATION EQUIPMENT:</b>		
Base Radio with complete accessories and antenna	3	1. One set at Detachment Hqs; one set at BCDA Corporate Center and one set in Patrol vehicle. 2. Ready for inspection during Post-Qualification.
Hand Held Radio Sets (including battery):		
- For issue to the guards on duty	12	Ready for inspection during Post-Qualification.
- Reserve	4	Ready for inspection during Post-Qualification.
Battery charger for hand held radios	16	Ready for inspection during Post-Qualification.
Extra rechargeable batteries for hand held radios	20	Ready for inspection during Post-Qualification.
<b>VEHICLES:</b>		
4 X 4 Pick-up w/ beacon lights; adequate fuel support	1	Toyota Hi-lux or equivalent; Ready for inspection during Post-Qualification
Motorcycle with adequate fuel support	2	Honda 200R or equivalent; 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.
Shot Gun for issue to guards on duty	14	Ready for inspection during Post-Qualification.
Shot Gun 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 mega pixel)	2	Ready for inspection during Post-Qualification.
Portable Metal Detector	2	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	10 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	5 ea	Ready for inspection during Post-Qualification.
Detachment First Aid Kit	1 set	1. Ready for inspection during Post-Qualification; 2. See List of Requirements
<b>INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:</b>		
Class A Uniform	1	To be inspected during Rank Inspection
Rain Coats and Boots	1	To be inspected during Rank Inspection
Medicine Kit (Bethadine, Gause, Alcohol & Band Aid)	1	To be inspected during Rank Inspection
Hand Cuff	1	To be inspected during Rank Inspection
Flash Light	1	To be inspected during Rank Inspection
Baton	1	To be inspected during Rank Inspection

**ANNEX A.1.2.**

**STANDARD FIRST AID KIT REQUIREMENTS  
FOR THE DETACHMENT HEADQUARTERS FOR AOR II**

**A. BASIC SUPPLIES:**

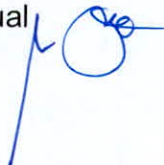
1. Adhesive tape
2. Anti-biotic ointment
3. Antiseptic solution or towelettes
4. Bandages, including a roll of elastic wrap (Ace, Coban, others) and bandage strips (Band-Aid, Curad, others) in assorted sizes
5. Instant cold packs
6. Cotton balls and cotton-tipped swabs
7. Disposable latex or synthetic gloves (at least two pairs)
8. Duct tape
9. Gauze pads and roller gauze in assorted sizes
10. First-aid manual
11. Petroleum jelly or other lubricant
12. Plastic bags for the disposal of contaminated materials
13. Safety pins in assorted sizes
14. Scissors and tweezers
15. Soap or instant hand sanitizer
16. Sterile eyewash, such as a saline solution
17. Thermometer
18. Triangular bandage
19. Turkey baster or other bulb suction device for flushing out wounds

**B. MEDICATIONS:**

1. Aloe-vera gel
2. Anti-diarrhea medication
3. Over-the-counter oral antihistamine, such as diphenhydramine (Benadryl, Others)
4. Aspirin and non-aspirin pain relievers.
5. Calamine lotion
6. Over-the-counter hydrocortisone cream
7. Personal medications that don't need refrigeration
8. Syringe, medicine cup or spoon

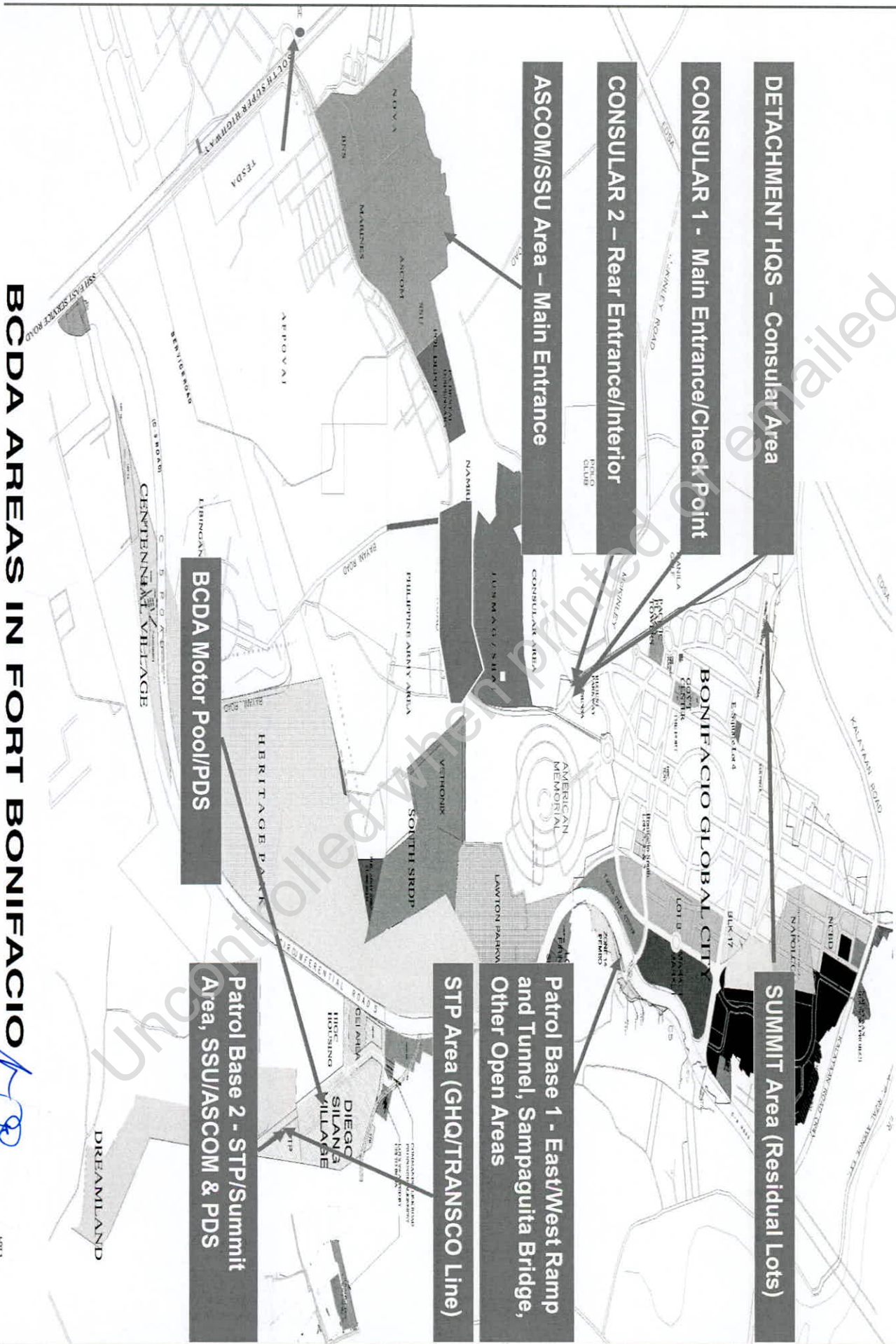
**C. EMERGENCY ITEMS:**

1. Emergency phone numbers (Nearest PNP Station, Fire Station, Hospital, and other Government Institutions)
2. Small, waterproof flashlight and extra batteries
3. Candles and matches
4. First-aid instruction manual





**ANNEX A2 – LOCATION MAP OF SECURITY DETACHMENT, POSTS & PATROL BASES FOR AOR II**



**BCDA AREAS IN FORT BONIFACIO**

**SPECIFICATIONS OF SPECIAL EQUIPMENT AND  
SERVICES REQUIREMENTS FOR AOR II**

**AOR II: Open Area, Fort Bonifacio**

**1. CCTV SYSTEM (16 Channels)**

a. The 16 channels CCTV with 16 cameras may be split up into two or three sets:

(1) One (1) CCTV set with four cameras and with internet connection to be installed at the BCDA Motorpool located at Pamayanang Diego Silang, Brgy. Ususan, Taguig City. The CCTV Monitor to be installed at the BCDA Corporate Center;

(2) One (1) CCTV set with two (2) cameras and with internet connection to be installed at the Consular Area (vicinity PATGB Detachment Headquarters and guardhouse of security guards). The CCTV Monitor to be installed at the BCDA Corporate Center;

(3) Installation of one (1) CCTV set to be determined later.

b. The Security Agency must be able to provide two (2) CCTV Camera Wireless with WIFI and SD Card IP HIKVision NVC-711WD with the following specifications: (Location of installation shall be determined later);

(1) IP Wireless camera device with WIFI and SD Card designed for network video surveillance application;

(2) With OSD control, full function model;

(3) OEM;

(4) Compression: H.264 Baseline Profile Level 2.2;

(5) Storage: SD Card, Max 5G (optional);

(6) Pan Range: 360 degrees (continuous);

(7) Tilt Range: 90 Degrees;

(8) Presets: 128 Presets, can be labeled with editable title;

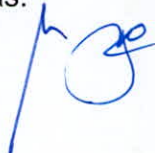
(9) Cruise Section: 5 pcs;

(10) Protocol: Sony, Hitachi, CNB, LG.

c. The Security Agency shall shoulder the cost of installation and monthly billing of internet connectivity;

d. Specifications for other CCTV Cameras to be installed. (Note: The 16 channels/cameras as stated herein shall be modified later depending on the required number of channels needed in a particular area where the cameras shall be installed);

(1) With high-end H-264 16 channels DVR, 16 night vision outdoor CCTV Cameras.





(2) 16 Channels DVR which supports real-time recording up to 30 frames per second on each channel, and the newest most advanced H.264 compression to maximize picture quality and storage space;

(3) DVR recorder - Record all 16 channels at 30 frames per second at full 720x480 pixels each. It has built-in scheduler which gives the user the ability to pick the time and day for the DVR to record. Can store video recording for all 16 channels up to at least 30 days;

(4) HDMI – HDMI output use with HDMI compatible monitor;

(5) USB 2.0 – Two USB ports and one USB 2.0. This can be used as a mouse port or used for a quick clip backup utility;

(6) At least 1/3 of the number of installed cameras can pan tilt and zoom and can be controlled by the operator manning the CCTV room;

(7) Mobile Remote Viewing - Gives the user the ability to monitor premises anytime, anywhere using mobile phones, compatible with android, iPhone, Black Berry and even Symbian. Bundled with the included CD;

(8) Built-in DDNS domain address;

(9) Existing files can be compressed by up to 80% without compromising video quality;

(10) The entire system can be linked to an external drive as back up;

(11) Night Vision – Day and night functionality. Packed with IR LED's that gives it the ability of a night vision with a range of at least 20 meters;

(12) Water Proof (for outdoor camera);

(13) Size of TV Monitor as applicable;

## 2. K-9 SERVICE:

a. Must be able to provide at least two (2) K-9 with handlers upon notice for a limited period of deployment;

b. The deployed K9 must have the following capabilities and characteristics:

- Sniffing ability for explosives including bomb making materials;
- Tracking capability;
- Training of Dog and its handler is in accordance with SOSIA, PNP Standard;
- Friendly;



## SCHEDULE OF REQUIREMENTS

AOR II (Open Area, Fort Bonifacio)

Components	Description	Deployment Schedule
<b>Component 1: Security Guards with Standard Package Requirements</b>		
a. 52 Security Guards	8-Hr Duty	Upon assumption of AOR
b. Standard Package Requirements		Upon assumption of AOR
<b>Component 2: Special Equipment and Services</b>		
a. CCTV system with 16 channels and cameras (Maybe split into 3 to 4 sets of CCTV System)		a. Refer to TOR; b. One (1) CCTV Set with four (4) channels/cameras to be installed at the BCDA Motorpool with monitor at BCDA Corporate Center (thru Internet) within 15 CD after assumption of AOR; c. The other 2-3 sets will be installed in any area of the AOR to be determined later. This must be installed within 7 CD from receipt of formal notice from SSU, BCDA.
b. Background Investigation (BI)	As required	Refer to TOR
c. K-9 Services	Deployment as required	Refer to TOR

Requirements	Date of Compliance
1. Site Survey of the AOR.	After the Pre-bid Conference
2. Coordinating Conference between BCDA & Agency prior to deployment.	Within 3 Calendar Days (CD) from receipt of Notice of Award
3. Submission and Presentation of Security Plan. Submission and Interview of Nominees for Security Officers (DC, Asst DC, and SIC) along with Personal Data sheet	7 CD after the Coordinating Conference
4. Submission of the following per TOR: - List of Firearms (with copy of licenses) - Communication equipment ( with copy of registration certificates and licenses) - vehicle(s) (with copy of OR/CR); and  Submission of the following documents of Security Guards (SGs): (201 file Folder) - personal data sheet (using BCDA's pro-forma) with ID picture - Back-to-back certified true copy of Security license - NBI clearance - certificate of security related trainings (if any)	Ten (10) CD after the Coordinating Conference
5. BCDA Joint-Inventory of Structures with Out-Going and In-Coming 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 Representative; From BCDA Representative to the new Security Provider)	6:00 AM of scheduled turn-over.
9. Posting of the New Security Provider.	As stipulated in the guard detail

**Bidder's Authorized Representative:**

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

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



## SECURITY GUARDS REQUIREMENTS FOR AOR IV-A

AOR IV - Sector A: BCDA Facilities Clark  
12-Hour Duty

SECURITY POST/DET HQS	GUARD SHIFT		NR OF SG	NR OF HR	Hand Held Radio	Firearms	
	1st	2nd				9mm Pistol	Shot Gun
<b>DETACHMENT HQS:</b>							
Detachment Commander/SIC-1	1		1	12	1	1	
Asst. Detachment Comdr/SIC-2		1	1	12			
Radio Operator	1	1	2	24	1		
<b>SECURITY POSTS:</b>							
SCTEx/CGC PMO (Main Entrance)	1	1	2	24	1	1	
Records Building/Motor Pool (Roving)	1	1	2	24	1		1
Warehouse	1	1	2	24	1		1
Staffhouse (Entrance/Exit Point)	1	1	2	24	1		1
Satellite Office Area	1	2	3	36	1		1
<b>MOBILE PATROL:</b>							
Patrol Base (CGC/PMO)	2	2	4	48	1	1	1
<b>TOTAL</b>	<b>9</b>	<b>10</b>	<b>19</b>	<b>228</b>	<b>8</b>	<b>3</b>	<b>5</b>

## RESERVES:

Guard Relievers: 2 SG

Firearms: 1 Pistol/1 Shotgun

Radios: 2 Handheld Radios

Baterries: 10 Sets for Handheld Radios

## STANDARD EQUIPMENT REQUIREMENTS FOR AOR IV-A

## AOR IV-A: BCDA Facilities Clark

ITEMS	QUANTITY	REMARKS
<b>COMMUNICATION EQUIPMENT:</b>		
Base Radio with complete accessories and antenna	2	(1). One set at Detachment Hqs; one set in Patrol vehicle. (2) Ready for inspection during Post-Qualification.
Hand Held Radio Sets (including battery):		
- For issue to the guards on duty	8	Ready for inspection during Post-Qualification.
- Reserve	2	Ready for inspection during Post-Qualification.
Battery charger for hand held radios	10	Ready for inspection during Post-Qualification.
Extra rechargeable batteries for hand held radios	10	Ready for inspection during Post-Qualification.
<b>VEHICLES:</b>		
4 X 4 Pick-up w/ beacon lights; adequate fuel support	1	Toyota Hi-lux or equivalent; Ready for inspection during Post-Qualification
Motorcycle with adequate fuel support	1	Honda 200R or equivalent; Ready for inspection during Post-Qualification;
<b>FIREARMS:</b>		
9mm Pistol for issue to SG on duty	3	Ready for inspection during Post-Qualification.
9mm Pistol as reserves	1	Ready for inspection during Post-Qualification.
Shot Gun for issue to guards on duty	5	Ready for inspection during Post-Qualification.
Shot Gun as reserve	1	Ready for inspection during Post-Qualification.
<b>OTHER STANDARD EQUIPMENT:</b>		
Computer with printer and Internet capability	1	(1) Monthly billing for Internet shall be charged against the Security Agency; (2) Must be operational one (1) month after assumption and (3) Ready for inspection during Post-Qualification.
Digital Camera (at least 5 mega pixel)	1	Ready for inspection during Post-Qualification.
Portable Metal Detector	2	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	5 ea	Ready for inspection during Post-Qualification.
Detachment First Aid Kit	1 set	1. Ready for inspection during Post-Qualification; 2. See List of Requirements
<b>INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:</b>		
		Radio
Class A Uniform	1	To be inspected during Rank Inspection
Rain Coats and Boots	1	To be inspected during Rank Inspection
Medicine Kit (Bethadine, Gause, Alcohol & Band Aid)	1	To be inspected during Rank Inspection
Hand Cuff	1	To be inspected during Rank Inspection
Flash Light	1	To be inspected during Rank Inspection
Baton	1	To be inspected during Rank Inspection



**ANNEX B1.2.**

**FIRST AID KIT REQUIREMENTS FOR THE  
DETACHMENT HEADQUARTERS FOR AOR IV-A**

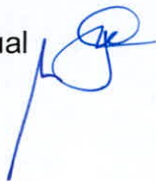
**A. BASIC SUPPLIES:**

1. Adhesive tape
2. Antibiotic ointment
3. Antiseptic solution or towelettes
4. Bandages, including a roll of elastic wrap (Ace, Coban, others) and bandage strips (Band-Aid, Curad, others) in assorted sizes
5. Instant cold packs
6. Cotton balls and cotton-tipped swabs
7. Disposable latex or synthetic gloves, at least two pair
8. Duct tape
9. Gauze pads and roller gauze in assorted sizes
10. First-aid manual
11. Petroleum jelly or other lubricant
12. Plastic bags for the disposal of contaminated materials
13. Safety pins in assorted sizes
14. Scissors and tweezers
15. Soap or instant hand sanitizer
16. Sterile eyewash, such as a saline solution
17. Thermometer
18. Triangular bandage
19. Turkey baster or other bulb suction device for flushing out wounds

**B. MEDICATIONS:**

1. Aloe-vera gel
2. Anti-diarrhea medication
3. Over-the-counter oral anti-histamine, such as diphenhydramine (Benadryl, others)
4. Aspirin and non-aspirin pain relievers.
5. Calamine lotion
6. Over-the-counter hydrocortisone cream
7. Personal medications that don't need refrigeration
8. Syringe, medicine cup or spoon

**C. EMERGENCY ITEMS:**

1. Emergency phone numbers (Nearest PNP Station, Fire Station, Hospital and other Government Institutions)
  2. Small, waterproof flashlight and extra batteries
  3. Candles and matches
  4. First-aid instruction manual
- 





**SPECIFICATIONS OF SPECIAL EQUIPMENT AND  
SERVICES REQUIREMENTS FOR AOR IV-A**

**AOR IV-A: BCDA Facilities Clark**

**1. CCTV SYSTEM (16 Channels)**

a. The 16 channels CCTV with 16 cameras may be split up into two or three sets:

(1) One (1) CCTV set with eight (8) cameras and with internet connection to be installed at PMO/CGC Office located at Clark. The CCTV Monitor to be installed at Security Office, PMO/CGC Office, Clark.

(2) One (1) CCTV set with four (4) cameras and with internet connection to be installed at Warehouse, Clark. The CCTV Monitor to be installed at Security Office, PMO/CGC Office, Clark.

(3) One (1) CCTV set with four (4) cameras and with internet connection to be installed at Staff House, PMO/CGC. The CCTV Monitor to be installed at Security Office, PMO/CGC Office, Clark.

b. The Security Agency must be able to provide two (2) CCTV Camera Wireless with WIFI and SD Card IP HIKVision NVC-711WD with the following specifications: (Location of installation shall be determined later);

(1) IP Wireless camera device with WIFI and SD Card designed for network video surveillance application;

(2) With OSD control, full function model;

(3) OEM;

(4) Compression: H.264 Baseline Profile Level 2.2;

(5) Storage: SD Card, Max 5G (optional);

(6) Pan Range: 360 degrees (continuous);

(7) Tilt Range: 90 Degrees;

(8) Presets: 128 Presets, can be labeled with editable title;

(9) Cruise Section: 5 pcs;

(10) Protocol: Sony, Hitachi, CNB, LG.

c. The Security Agency shall shoulder the cost of installation and monthly billing of internet connectivity;

d. Specifications for other CCTV Cameras to be installed. (Note: The 16 channels/cameras as stated herein shall be modified later depending on the required number of channels needed in a particular area where the cameras shall be installed);

(1) With high-end H-264 16 channels DVR, 16 night vision outdoor CCTV Cameras.



(2) 16 Channels DVR which supports real-time recording up to 30 frames per second on each channel, and the newest most advanced H.264 compression to maximize picture quality and storage space;

(3) DVR recorder - Record all 16 channels at 30 frames per second at full 720x480 pixels each. It has built-in scheduler which gives the user the ability to pick the time and day for the DVR to record. Can store video recording for all 16 channels up to at least 30 days;

(4) HDMI – HDMI output use with HDMI compatible monitor;

(5) USB 2.0 – Two USB ports and one USB 2.0. This can be used as a mouse port or used for a quick clip backup utility;

(6) At least 1/3 of the number of installed cameras can pan tilt and zoom and can be controlled by the operator manning the CCTV room;

(7) Mobile Remote Viewing - Gives the user the ability to monitor premises anytime, anywhere using mobile phones, compatible with android, iPhone, Black Berry and even Symbian. Bundled with the included CD;

(8) Built-in DDNS domain address;

(9) Existing files can be compressed by up to 80% without compromising video quality;

(10) The entire system can be linked to an external drive as back up;

(11) Night Vision – Day and night functionality. Packed with IR LED's that gives it the ability of a night vision with a range of at least 20 meters;

(12) Water Proof (for outdoor camera);

(13) Size of TV Monitor as applicable;

## 2. K-9 SERVICE:

a. Must be able to provide at least two (2) K-9 with handlers upon notice for a limited period of deployment;

b. The deployed K9 must have the following capabilities and characteristics:

- Sniffing ability for explosives including bomb making materials;
- Tracking capability;
- Training of Dog and its handler is in accordance with SOSIA, PNP Standard;
- Friendly;





### 3. BACKGROUND INVESTIGATION (BI)

a. Background investigation (BI) of persons on request.

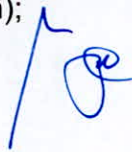
b. Requirements:

(1) Validation of submitted documents to include the following:

- Diploma and other school records submitted;
- Birth Certificates;
- Employment Records;
- Clearances:
  - NBI
  - PNP (Local and National)
  - Court Clearance
  - Barangay
  - Result of Drug Test

(2) Interview of at least two (2) character references given by the person;

(3) Interview of at least two (2) persons, either neighbors or former co-worker (not given by the person);



Uncontrolled when printed or emailed

## SCHEDULE OF REQUIREMENTS

**AOR IV-A (BCDA Facilities Clark)**

Components	Description	Deployment Schedule
<b>Component 1: Security Guards with Standard Package Requirements</b>		
a. 19 Security Guards	12-Hr Duty	Upon assumption of AOR
b. Standard Package Requirements		Upon assumption of AOR
<b>Component 2: Special Equipment and Services</b>		
a. CCTV system with 16 channels and cameras (Maybe split into 3 to 4 sets of CCTV System)		a. Refer to TOR; b. One (1) CCTV Set with eight (8) channels/cameras and monitor to be installed at PMO/CGC Security Office within 15 CD after assumption of AOR. c. The other 2 sets must be installed in any area/AOR to be determined later. This must be installed within 30 CD from receipt of formal notice from SSU, BCDA.
b. Background Investigation (BI)	As required	Refer to TOR
c. K-9 Services	Deployment as required	Refer to TOR

Requirements	Date of Compliance
1. Site Survey of the AOR.	After the Pre-bid Conference
2. Coordinating Conference between BCDA & Agency prior to deployment.	Within 3 Calendar Days (CD) from receipt of Notice of Award
3. Submission and Presentation of Security Plan. Submission and Interview of Nominees for Security Officers (DC, Asst DC, and SIC) along with Personal Data sheet	7 CD after the Coordinating Conference
4. Submission of the following per TOR: - List of Firearms (with copy of licenses) - Communication equipment ( with copy of registration certificates and licenses) - vehicle(s) (with copy of OR/CR); and  Submission of the following documents of Security Guards (SGs): (201 file Folder) - personal data sheet (using BCDA's pro-forma) with ID picture - Back-to-back certified true copy of Security license - NBI clearance - certificate of security related trainings (if any)	Ten (10) CD after the Coordinating Conference
5. BCDA Joint-Inventory of Structures with Out-Going and In-Coming 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 Representative; From BCDA Representative to the new Security Provider)	6:00 AM of scheduled turn-over.
9. Posting of the New Security Provider.	As stipulated in the guard detail

Bidder's Authorized Representative:

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 Signature over Printed Name

---

 Principal Bidder / Supplier



## SECURITY GUARDS REQUIREMENTS FOR AOR IV-B

## AOR IV-B - New Clark City

SECURITY POST/DET HQS	GUARD SHIFT		NR OF SG	NR OF HR	HAND HELD RADIO	FIREARMS	
	1st	2nd				Shot Gun	9 mm Pistol
<b>DETACHMENT HQS:</b>							
Detachment Commander	1		1	12	1		1
Asst. Det. Comdr / SIC		1	1	12			
Radio Operator	1	1	2	24	1		
<b>SECURITY POSTS:</b>							
NCC/PMO Field Office	2	2	4	48	1	1	1
Yalung (Camp David)	2	2	4	48	1	2	
Aranguren/NGAC Helipad/Parking	2	2	4	48	1	2	
BCDA One West Office	2	2	4	48	2		2
CIAC/Staff House	2	2	4	48	2	2	2
<b>COMREL/LADD ESCORT TEAMS:</b>							
Team 1	4	0	4	48	2	1	2
Team 2	4	0	4	48	2	1	2
<b>MOBILE PATROL:</b>							
Patrol Team 1	2	2	4	48	1	1	1
Patrol Team 2	2	2	4	48	1	1	1
<b>TOTAL</b>			<b>40</b>	<b>480</b>	<b>15</b>	<b>11</b>	<b>12</b>

## RESERVES:

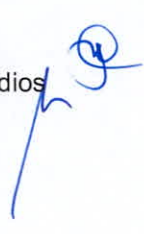
Guard Relievers: 8 SG

Firearms: 2 Pistols/2 Shotguns

Radios: 5 Handheld Radios

Baterries: 20 Sets for Handheld Radios

Uncontrolled when printed or emailed



## STANDARD EQUIPMENT REQUIREMENTS FOR AOR IV-B

## AOR IV-B: New Clark City

ITEMS	QUANTITY	REMARKS
<b>COMMUNICATION EQUIPMENT:</b>		
Base Radio with complete accessories and antenna	3	(1). One set at Detachment Hqs; one set each per Patrol vehicle. (2) Ready for inspection during Post-Qualification.
Hand Held Radio Sets (including battery):		
- For issue to the guards on duty	15	Ready for inspection during Post-Qualification.
- Reserve	5	Ready for inspection during Post-Qualification.
Battery charger for hand held radios	20	Ready for inspection during Post-Qualification.
Extra rechargeable batteries for hand held radios	20	Ready for inspection during Post-Qualification.
<b>VEHICLES:</b>		
4 X 4 Pick-up w/ beacon lights; adequate fuel support	2	Toyota Hi-lux or equivalent; Ready for inspection during Post-Qualification
AUV for use of COMRELL/LADD Escort Teams/Others	2	Isuzu Sportivo or equivalent; Ready for inspection during Post-Qualification
Motorcycle with adequate fuel support	2	Honda 200R or equivalent; Ready for inspection during Post-Qualification;
<b>FIREARMS:</b>		
9mm Pistol for issue to SG on duty	12	Ready for inspection during Post-Qualification.
9mm Pistol as reserves	2	Ready for inspection during Post-Qualification.
Shot Gun for issue to guards on duty	11	Ready for inspection during Post-Qualification.
Shot Gun as reserve	2	Ready for inspection during Post-Qualification.
<b>OTHER STANDARD EQUIPMENT:</b>		
Computer with printer and Internet capability	1	(1) Monthly billing for Internet shall be charged against the Security Agency; (2) Must be operational one (1) month after assumption and (3) Ready for inspection during Post-Qualification.
Digital Camera (at least 5 mega pixel)	4	Ready for inspection during Post-Qualification.
Portable Metal Detector	2	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	5 ea	Ready for inspection during Post-Qualification.
Detachment First Aid Kit	1 set	1. Ready for inspection during Post-Qualification; 2. See List of Requirements
<b>INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:</b>		
Class A Uniform	1	To be inspected during Rank Inspection
Rain Coats and Boots	1	To be inspected during Rank Inspection
Medicine Kit (Bethadine, Gause, Alcohol & Band Aid)	1	To be inspected during Rank Inspection
Hand Cuff	1	To be inspected during Rank Inspection
Flash Light	1	To be inspected during Rank Inspection
Baton	1	To be inspected during Rank Inspection



**ANNEX C1.2.**

**FIRST AID KIT REQUIREMENTS FOR THE  
DETACHMENT HEADQUARTERS FOR AOR IV-B**

**A. BASIC SUPPLIES:**

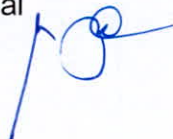
1. Adhesive tape
2. Antibiotic ointment
3. Antiseptic solution or towelettes
4. Bandages, including a roll of elastic wrap (Ace, Coban, others) and bandage strips (Band-Aid, Curad, others) in assorted sizes
5. Instant cold packs
6. Cotton balls and cotton-tipped swabs
7. Disposable latex or synthetic gloves, at least two pair
8. Duct tape
9. Gauze pads and roller gauze in assorted sizes
10. First-aid manual
11. Petroleum jelly or other lubricant
12. Plastic bags for the disposal of contaminated materials
13. Safety pins in assorted sizes
14. Scissors and tweezers
15. Soap or instant hand sanitizer
16. Sterile eyewash, such as a saline solution
17. Thermometer
18. Triangular bandage
19. Turkey baster or other bulb suction device for flushing out wounds

**B. MEDICATIONS:**

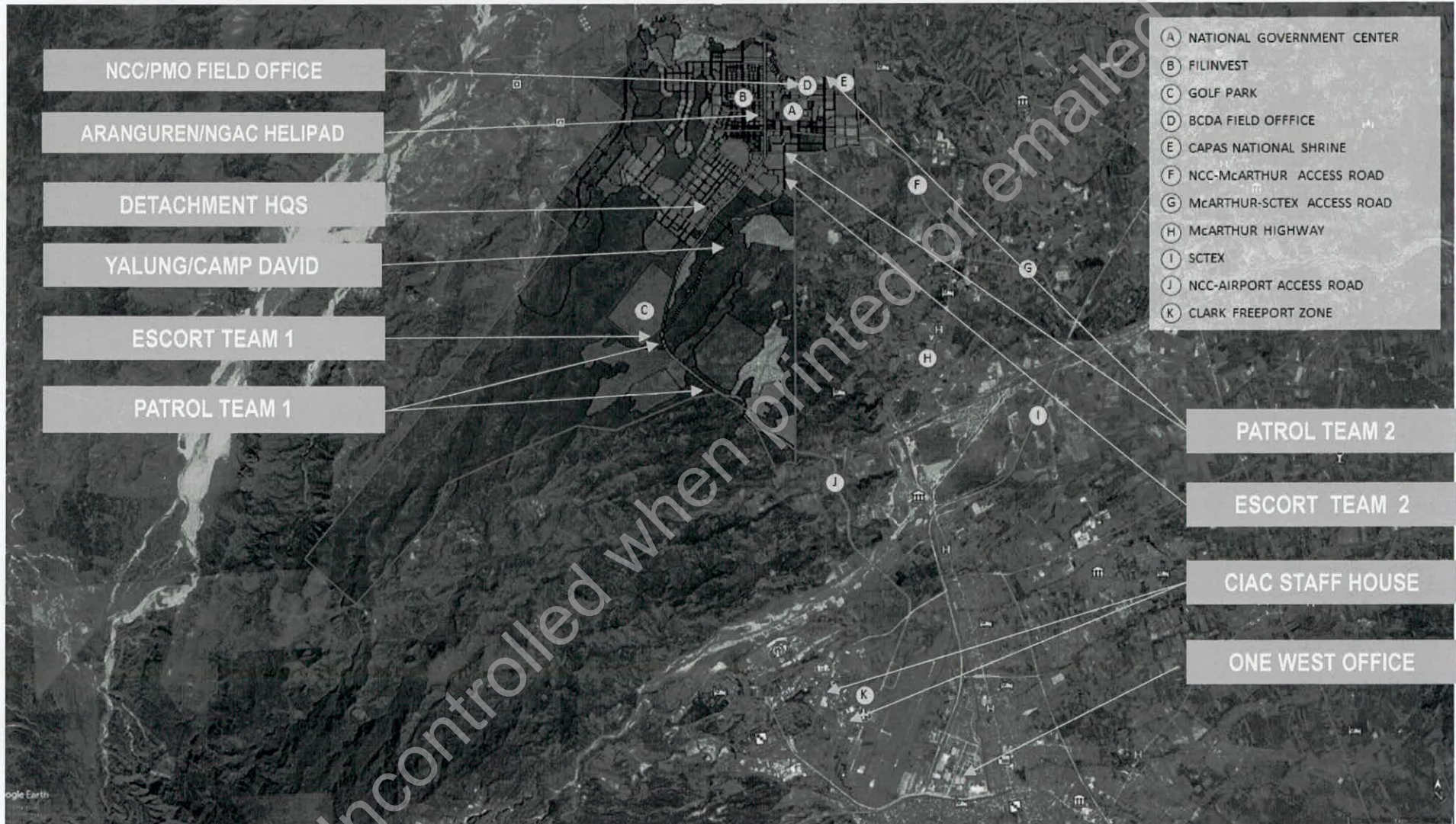
1. Aloe-vera gel
2. Anti-diarrhea medication
3. Over-the-counter oral anti-histamine, such as diphenhydramine (Benadryl, others)
4. Aspirin and non-aspirin pain relievers.
5. Calamine lotion
6. Over-the-counter hydrocortisone cream
7. Personal medications that don't need refrigeration
8. Syringe, medicine cup or spoon

**C. EMERGENCY ITEMS:**

1. Emergency phone numbers (Nearest PNP Station, Fire Station, Hospital and other Government Institutions)
2. Small, waterproof flashlight and extra batteries
3. Candles and matches
4. First-aid instruction manual



**ANNEX C2 – LOCATION MAP OF DETACHMENT HQS, POSTS & PATROL BASES OF AOR IV-B**



**AOR IV-B – NEW CLARK CITY & CIAC**



**SPECIFICATIONS OF SPECIAL EQUIPMENT AND  
SERVICES REQUIREMENTS FOR AOR IV-B**

**AOR IV-B: New Clark City**

**1. CCTV SYSTEM (16 Channels)**

a. The 16 channels CCTV with 16 cameras may be split up into two or three sets:

(1) One (1) CCTV set with four cameras and with internet connection to be installed at PMO/NCC Office. The CCTV Monitor to be installed at PMO/NCC Office.

(2) One (1) CCTV set with four (4) cameras and with internet connection to be installed at BCDA One-West Office. The CCTV Monitor to be installed at One West Security Operations Center.

(3) Installation of one (1) CCTV set to be determined later.

b. The Security Agency must be able to provide two (2) CCTV Camera Wireless with WIFI and SD Card IP HIKVision NVC-711WD with the following specifications: (Location of installation shall be determined later);

(1) IP Wireless camera device with WIFI and SD Card designed for network video surveillance application;

(2) With OSD control, full function model;

(3) OEM;

(4) Compression: H.264 Baseline Profile Level 2.2;

(5) Storage: SD Card, Max 5G (optional);

(6) Pan Range: 360 degrees (continuous);

(7) Tilt Range: 90 Degrees;

(8) Presets: 128 Presets, can be labeled with editable title;

(9) Cruise Section: 5 pcs;

(10) Protocol: Sony, Hitachi, CNB, LG.

c. The Security Agency shall shoulder the cost of installation and monthly billing of internet connectivity;

d. Specifications for other CCTV Cameras to be installed. (Note: The 16 channels/cameras as stated herein shall be modified later depending on the required number of channels needed in a particular area where the cameras shall be installed);

(1) With high-end H-264 16 channels DVR, 16 night vision outdoor CCTV Cameras.

(2) 16 Channels DVR which supports real-time recording up to 30 frames per second on each channel, and the newest most advanced H.264 compression to maximize picture quality and storage space;

(3) DVR recorder - Record all 16 channels at 30 frames per second at full 720x480 pixels each. It has built-in scheduler which gives the user the ability to pick the time and day for the DVR to record. Can store video recording for all 16 channels up to at least 30 days;

(4) HDMI – HDMI output use with HDMI compatible monitor;

(5) USB 2.0 – Two USB ports and one USB 2.0. This can be used as a mouse port or used for a quick clip backup utility;

(6) At least 1/3 of the number of installed cameras can pan tilt and zoom and can be controlled by the operator manning the CCTV room;

(7) Mobile Remote Viewing - Gives the user the ability to monitor premises anytime, anywhere using mobile phones, compatible with android, iPhone, Black Berry and even Symbian. Bundled with the included CD;

(8) Built-in DDNS domain address;

(9) Existing files can be compressed by up to 80% without compromising video quality;

(10) The entire system can be linked to an external drive as back up;

(11) Night Vision – Day and night functionality. Packed with IR LED's that gives it the ability of a night vision with a range of at least 20 meters;

(12) Water Proof (for outdoor camera);

(13) Size of TV Monitor as applicable;

## 2. K-9 SERVICE:

a. Must be able to provide at least two (2) K-9 with handlers upon notice for a limited period of deployment;

b. The deployed K9 must have the following capabilities and characteristics:

- Sniffing ability for explosives including bomb making materials;
- Tracking capability;
- Training of Dog and its handler is in accordance with SOSIA, PNP Standard;
- Friendly;





### 3. BACKGROUND INVESTIGATION (BI)

a. Background investigation (BI) of persons on request.

b. Requirements:

(1) Validation of submitted documents to include the following:

- Diploma and other school records submitted;
- Birth Certificates;
- Employment Records;
- Clearances:
  - NBI
  - PNP (Local and National)
  - Court Clearance
  - Barangay
  - Result of Drug Test

(2) Interview of at least two (2) character references given by the person;

(3) Interview of at least two (2) persons, either neighbors or former co-worker (not given by the person);



Uncontrolled when printed or emailed

**SCHEDULE OF REQUIREMENTS****AOR IV-B (New Clark City)**

Components	Description	Deployment Schedule
<b>Component 1: Security Guards with Standard Package Requirements</b>		
a. 40 Security Guards	12-Hr Duty	Upon assumption of AOR
b. Standard Package Requirements		Upon assumption of AOR
<b>Component 2: Special Equipment and Services</b>		
a. CCTV system with 16 channels and cameras (Maybe split into 3 to 4 sets of CCTV System)		a. Refer to TOR; b. One (1) CCTV Set with four (4) channels/cameras and monitor to be installed at PMO/NCC Office within 15 CD after assumption of AOR; c. The other 3 sets must be installed in any area/AOR to be determined later. This must be installed within 30 CD from receipt of formal notice from SSU, BCDA.
b. Background Investigation (BI)	As required	Refer to TOR
c. K-9 Services	Deployment as required	Refer to TOR

Requirements	Date of Compliance
1. Site Survey of the AOR.	After the Pre-bid Conference
2. Coordinating Conference between BCDA & Agency prior to deployment.	Within 3 Calendar Days (CD) from receipt of Notice of Award
3. Submission and Presentation of Security Plan. Submission and Interview of Nominees for Security Officers (DC, Asst DC, and SIC) along with Personal Data sheet	7 CD after the Coordinating Conference
4. Submission of the following per TOR: - List of Firearms (with copy of licenses) - Communication equipment ( with copy of registration certificates and licenses) - vehicle(s) (with copy of OR/CR); and  Submission of the following documents of Security Guards (SGs): (201 file Folder) - personal data sheet (using BCDA's pro-forma) with ID picture - Back-to-back certified true copy of Security license - NBI clearance - certificate of security related trainings (if any)	Ten (10) CD after the Coordinating Conference
5. BCDA Joint-Inventory of Structures with Out-Going and In-Coming 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 Representative; From BCDA Representative to the new Security Provider)	6:00 AM of scheduled turn-over.
9. Posting of the New Security Provider.	As stipulated in the guard detail

**Bidder's Authorized Representative:**\_\_\_\_\_  
Signature over Printed Name\_\_\_\_\_  
Principal Bidder / Supplier




## TABLE OF OFFENSES AND PENALTIES

NR	OFFENSES	PENALTIES
<b>SECURITY AGENCY</b>		
1	<p>1. Non-compliance with any of the following mandatory requirements:</p> <ul style="list-style-type: none"> <li>• The Security Agency shall guarantee that each security officer/guard receives a pay rate not lower than the minimum wage rate and other remuneration and benefits as provided for in the Philippine Labor Code and the Wage Orders officially issued by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO).</li> <li>• The Security Agency shall regularly provide each security officer/guard copy of official individual pay slip every pay period indicating therein the Summary of their salaries, allowances, bonuses, remittances to SSS, Pag-IBIG, Phil-Health and other authorized deductions.</li> <li>• The Security Agency shall timely and regularly remit all obligations (Amount to Government in Favor of Guard as indicated in the PADPAO Wage Order) for SSS, Phil-Health, Pag-Ibig, and other mandatory remittances as deducted from the pay and allowances of the security guards and officers.</li> </ul> <p>2. Falsification of reports, Daily Time Record, payroll and other documents submitted to BCDA.</p>	Termination of the Contract
2	Unauthorized disclosure of Confidential information/document of BCDA by the Security Agency (SA) or anybody among the deployed Security Guards.	Termination of Contract; Filing of civil case against the SA for the determination of its liabilities
3	Loss of company/client property due to negligence of the SA's guards	a. Cost as determined by the joint investigation conducted by BCDA and SA; b. Deduction of P3,000.00/incident from SA billing.
4	Dumping of Garbage in its AOR (AORs II and IV)	a. SA shall shoulder the cost of garbage removal; b. Deduction of P1,000.00/incident from SA billing
5	Illegal Structures (AORs I and IV)	- Cost of demolition for failure to demolish the structure within 3 days - Deduction of P20,000 from SA billing as penalty for failure to demolish same within 3 days
6	Illegal extension of existing structure (AORs II, III and IV)	- Cost of demolition for failure to demolish the extension within 3 days - Deduction of P20,000 from SA billing as penalty for failure to demolish it within 3 days
7	Illegal repair of existing structure (AORs II, III and IV)	- Cost of demolition for failure to demolish the repair within 3 days

		- Deduction of P20,000 from SA billing as penalty for failure to demolish it within 3 days
8	Posting of guard on straight duty (2 consecutive duties)	Deduction of P1,000.00/per guard from SA billing
9	Failure to provide the required number of firearms, vehicles and radio equipment at the start of the contract	- 1 <sup>st</sup> Offense: Notice of Compliance;
10	Failure to provide the required number of other equipment at the start of the contract	- 2 <sup>nd</sup> Offense: P100.00 per day per item to be deducted from SA billing;
11	Non-availability or un-serviceability of firearms, radio equipment and vehicles during the conduct of daily and random inspection.	- 3 <sup>rd</sup> Offense: P500.00 per day per item to be deducted from SA billing
12	Un-manned Post	Deduction of P500.00 per day per post from SA billing;
13	Non-availability or un-serviceability of other equipment during the conduct of daily and random inspection.	Deduction of P500.00 per day per item from SA billing;
<b>SECURITY GUARDS</b>		
14	Guard found sleeping on post	Deduction of P300.00 per guard from SA billing
15	Guard found under the influence of liquor while on duty	- Suspension from duty (RA 5487 Provisions).
16	Abandoning of Post by the Duty Guard.	- Following the due process, the SA must conduct immediate investigation and impose appropriate sanction against the erring guard. - Deduction of P500.00 per guard from SA billing.
17	Accidental and/or indiscriminate firing of weapon by guard	- Outright termination of guard's duty with BCDA;
18	Guards found guilty of vandalism, theft and pilferage of company properties	- Following the due process, the SA must conduct immediate investigation and impose appropriate sanction against the erring guard.
19	Act of disrespect and other forms of discourtesies committed by the guards against BCDA officials & employees, visitors and co-workers	- Deduction of P1,000.00 per guard from SA billing.
20	Guards found in possession of prohibited drugs or are found positive of same	

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