

BASES CONVERSION AND DEVELOPMENT AUTHORITY

**BIDDING FOR THE
SECURITY SERVICES FOR AOR VI
(Poro Point International Seaport)**

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure projects, or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business, and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Suppliers as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I.

Invitation to Bid

***Procurement of Security Services for AOR-VI
(Poro Point International Seaport)***

1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), through its 2025 Corporate Operating Budget (COB), intends to apply the sum of **Nineteen Million Ninety-Nine Thousand Five Hundred Seventy-Six Pesos (Php19,099,576.00)**, inclusive of VAT and all other applicable government taxes, fees, and other charges, being the Approved Budget for the Contract (ABC), to payments under the contract for the **PROCUREMENT OF SECURITY SERVICES FOR AOR-VI (PORO POINT INTERNATIONAL SEAPORT)**, hereinafter, **"The Project"** with Invitation to Bid Reference No./Project ID No. of BG2025-257.

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

2. The BCDA now invites bids for the **Procurement of Security Services for AOR-VI (Poro Point International Seaport)**. Delivery of the services is required as stated in the Schedule of Requirement. Bidders should have completed, within three (3) years prior to the date of submission and receipt of bids, a contract similar to the Project equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is limited to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective bidders may obtain further information from the BCDA Bids and Awards Committee (BAC) for Goods Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday, from 8:00 a.m. to 5:00 p.m. and/or at the BCDA website (<https://bcda.gov.ph/bids>).
5. A complete set of Bidding Documents may be acquired by interested bidders from the BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City starting **06 August 2025 to 25 August 2025 from 8:00 AM to 5:00 PM except Saturdays, Sundays and Holidays, and until 9:00 AM on 26 August 2025 (Tuesday)**, upon payment of an applicable

fee for the bidding documents, pursuant to the latest Guidelines issued by the GPPB, as follows:

The cost of the bidding documents is **Php25,000.00 (non-refundable)**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in cash, manager's check or via online fund transfer to BCDA Account.

The Bidding Documents may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (www.bcdagov.ph). Only bidders who purchased the Bidding Documents will be allowed to submit bids.

6. The BCDA will hold a Pre-Bid Conference on **13 August 2025 (Wednesday) at 10:00 AM** at the BCDA Corporate Center, 2F Bonifacio Technology Center (BTC), BGC, Taguig City and/or through video conferencing or webcasting via zoom or google meet, which shall be open to prospective bidders.
7. Bids must be duly submitted on or before **26 August 2025 (Tuesday) at 9:00 AM** at the **BCDA Central Receiving and Releasing Area (CRRA)** located at the **BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St. corner 2nd Ave, Bonifacio Global City, Taguig City**.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **26 August 2025 (Tuesday) at 10:00 AM** on the same address given above. Bids will be opened in the presence of the Bidders' representatives who choose to attend. Late bids shall not be accepted.
10. The BCDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. Prospective bidders are expected to have read the bidding documents including the technical specifications prior to attending the pre-bid conference.
12. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.

For further information, please refer to:

QUEENNIE BAUTISTA-PORMENTO
Head, BAC for Goods Secretariat
(02) 8575-1700
bacgsecretariat@bcda.gov.ph

Date of Issuance: **06 August 2025.**

BIDS AND AWARDS COMMITTEE FOR GOODS

By:



ENGR. MARK P. TORRES
Chairperson
Bids and Awards Committee for Goods






Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, BCDA, wishes to receive Bids for the Procurement of Security Services For AOR-VI (Poro Point International Seaport).

The Procurement of Security Services for AOR-VI (Poro Point International Seaport is composed of one lot, the details of which are *described in Section VII (Technical Specifications)*.

2. Funding Information

The Government of the Philippines (GOP) through BCDA's Corporate Operating Budget for CY 2025 in the amount of **Nineteen Million Ninety-Nine Thousand Five Hundred Seventy-Six Pesos (Php19,099,576.00)**, for the period of One (1) year, inclusive of all applicable taxes, fees, and other charges.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. If applicable,

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder shall not be allowed to subcontract the entire nor a portion of the Project.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **12 August 2025 (Tuesday) at 10:00 AM** at the BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center 31st Street corner 2nd Avenue, Bonifacio Global City Taguig City and/or through videoconferencing/ webcasting as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) *years* from the date of submission and receipt of bids, a contract similar to the Project.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in a foreign language other than English, they must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents Comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

- 14.2. The Bid and Bid Security shall be valid until one hundred twenty (120) calendar days from its issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall

consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.3. The Project shall be awarded as follows:

One Project has several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause																						
1.1	<p>The Procuring Entity is</p> <p>BASES CONVERSION AND DEVELOPMENT AUTHORITY</p> <p>The name of the Contract is Procurement for Security Services for AOR-VI (Poro Point International Seaport)</p>																					
1.2	<p>The lot(s) and reference is/are:</p> <table><tr><th rowspan="2">AOR</th><th colspan="3">Component 1 (SO/SG with Standard Package Requirements)</th><th rowspan="2">Component 2 (Special Equipment & Services Requirements)</th><th rowspan="2">ABC (for one (1) Year)</th></tr><tr><th>No. of SGs</th><th>No. of Duty Hour</th><th>Annual Budget</th></tr><tr><td>AOR-VI – (Poro Point International Seaport)</td><td>38</td><td>12</td><td>18,249,576.00</td><td>850,000.00</td><td>19,099,576.00</td></tr><tr><td colspan="3">TOTAL ABC</td><td colspan="3">Php19,099,576.00</td></tr></table> <p>The reference is: PADPAO Rate for Region I effective 01 January 2025</p>	AOR	Component 1 (SO/SG with Standard Package Requirements)			Component 2 (Special Equipment & Services Requirements)	ABC (for one (1) Year)	No. of SGs	No. of Duty Hour	Annual Budget	AOR-VI – (Poro Point International Seaport)	38	12	18,249,576.00	850,000.00	19,099,576.00	TOTAL ABC			Php19,099,576.00		
AOR	Component 1 (SO/SG with Standard Package Requirements)			Component 2 (Special Equipment & Services Requirements)	ABC (for one (1) Year)																	
	No. of SGs	No. of Duty Hour	Annual Budget																			
AOR-VI – (Poro Point International Seaport)	38	12	18,249,576.00	850,000.00	19,099,576.00																	
TOTAL ABC			Php19,099,576.00																			
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through BCDA's 2025 Corporate Operating Budget.</p> <p>The name of the Project is: Procurement for Security Services for AOR-VI (Poro Point International Seaport)</p>																					
3.1	No further instructions.																					
5.1	No further instructions.																					
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.																					

5.3	<p>Bidders should have completed, within three (3) years prior to the date of submission and receipt of bids, a contract similar to the Project equivalent to at least fifty percent (50%) of the ABC.</p> <p>Similar Contracts shall refer to contracts involving the Security Services.</p>
7	No further instructions.
7.1	Subcontracting is NOT allowed.
8	The Procuring Entity will hold a Pre-Bid Conference on 12 August 2025 (Tuesday) at 10:00 AM at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City and/or through video-conferencing/webcasting} as indicated in paragraph 6 of the IB.
9	<p>The Procuring Entity's address is:</p> <p>BCDA Corporate Center</p> <p>2nd Floor, Bonifacio Technology Center</p> <p>31st St. corner 2nd Ave., Bonifacio Global City, Taguig City</p>
10.1	Please refer to Section VII. Technical Specifications for a complete list of eligibility and technical requirements.
10.2	The bidder's SLCC, similar to the contract to be bid, should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
12	<p>The ABC is Nineteen Million Ninety-Nine Thousand Five Hundred Seventy-Six Pesos (Php19,099,576.00), inclusive of VAT and all applicable taxes.</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p> <p>In compliance with DOLE Order No.150-16, Section 4. (b) The standard administrative fee of not less than 20% of the total contract cost.</p>
13.2	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than Three Hundred Eighty-One Thousand Nine Hundred Ninety-One Pesos and 52/100 (Php381,991.52), 2% of ABC, if bid

	<p>security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>2. The amount of not less than Nine Hundred Fifty-Four Thousand Nine Hundred Seventy-Eight Pesos and 80/100 (Php954,978.80), 5% of ABC, if bid security is in Surety Bond.</p>
14.2	Bids will be valid until one hundred twenty (120) days from the date of bid opening.
15	Each Bidder shall submit one (1) original copy of the first component (eligibility and technical) and (1) original copy of the second component (financial) of its bid.
16.1	<p>The address for submission of bids is:</p> <p style="text-align: center;">Central Receiving and Releasing Area (CRRA) Bases Conversion and Development Authority BCDA Corporate Center 2nd Floor, Bonifacio Technology Center 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City</p> <p>The deadline for submission of bids is on 26 August 2025 (Tuesday) at 9:00 AM.</p>
17.1	<p>The place of Opening of Bids is at BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City. The date and time of bid opening is on 26 August 2025 (Tuesday) at 10:00 AM.</p> <p>Bidders may choose to attend online via zoom or attend in person at the BTC Office.</p>
19.3	Partial bid is not allowed.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	Terms of Reference (TOR) is shown in a separate document as Annex A.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirement
2	Payment to the Supplier shall be made in Philippine Peso.
4	No further instructions.
5	No further instructions.
6	No further instructions.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the following project sites:

Area of Deployment	No. of Guards	Specification	Deployment Schedule
AOR-VI (Poro Point International Seaport)	38	Security guards with the corresponding firearms and equipment per TOR	The date stated in the Notice to Proceed

REQUIREMENTS	Date of Compliance
1. Site Survey	After the Pre-bid Conference
2. Coordinating Conference between BCDA & Agency prior to deployment	Two (2) Calendar Days (CD) from receipt of the Notice to Proceed
3. Submission and Presentation of the Comprehensive Security Plan	Two (2) CDs after the Coordinating Conference
4. Submission of the List of Security Personnel for Deployment.	
5. Interview of Nominee for Security Officers for Designation as Detachment Commander, Asst. DC/Shift-In-Charge	
6. Submission of the following: <ul style="list-style-type: none"> - List of Firearms (with copy of licenses) - List of Communication Equipment (with copies of registration/certificate and licenses of radio operators) - List of Vehicles for security deployment (with copies of OR/CR); 	Two (2) CDs after the Coordinating Conference
7. Showdown inspection of equipment and rank inspection of security personnel	2-3 CDs before assumption of AOR
8. BCDA Joint-Inspection/Inventory with Out-Going and Incoming Security Agency	1-2 CDs before assumption of AOR

9. Turnover of Responsibility (From the Outgoing Security Provider to BCDA Rep; From BCDA Representative to the new Security Provider)	6:00AM of schedule turn-over (Refer to the Date/Time in the NTP)
10. Posting Security Officers/Guards under the New Security Provider/New Contract(s)	As stipulated in the Daily Guard Detail

Bidder/Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Section VII. Technical Specifications

Bidders must indicate whether the merchandise offered is “Compliant” or “Non-Compliant” to the corresponding specifications prescribed by BCDA using this form.

AOR-VI (Poro Point International Seaport)

TECHNICAL SPECIFICATIONS FOR AOR-VI (Poro Point International Seaport) (Annex A – Terms of Reference)			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	Statement of Compliance <i>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply”. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</i>
Manpower Requirements	As indicated in Sections VI of the TOR	Please refer to Sections VI of the TOR	
Number of Security Guard and their Requirements	As indicated in Annex A of the TOR	Please refer to Annex A of the TOR	
Standard Equipment Requirements	As indicated in Annex D of the TOR	Please refer to Annex D of the TOR	
Standard First Aid Requirements for Detachment Headquarters	As indicated in Annex E of the TOR	Please refer to Annex E of the TOR	
Special Equipment and Services Requirements	As indicated in Annex G & H of the TOR	Please refer to Annex G & H of the TOR	

Bidder/Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

STANDARD EQUIPMENT REQUIREMENTS

AOR-VI (Poro Point International Seaport)

TECHNICAL SPECIFICATION	QTY	REMARKS	<u>Statement of Compliance</u> <i>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply". A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</i>
COMMUNICATION EQUIPMENT:			
Digital Network Push-Over Cellular (POC) Hand Held Radio	17	Ready for inspection during Post-Qualification	
Reserve	4	Ready for inspection during Post-Qualification.	
Spare Batteries	4	Ready for inspection during Post-Qualification.	
VEHICLES:			
Utility Pick-up w/ beacon lights and fuel support	1	Not older than 2023 model; Ready for	

		inspection during Post-Qualification	
Motorcycle with fuel support	1	Not older than 2023 model; Ready for inspection during Post-Qualification;	
FIREARMS:			
9mm Pistol for issue to SG on duty	13	Ready for inspection during Post-Qualification.	
9mm Pistol as reserves	3	Ready for inspection during Post-Qualification.	
Shot Gun for issue to SG on Duty	6	Ready for inspection during Post-Qualification.	
Shot Gun as reserves	3	Ready for inspection during Post-Qualification.	
OTHER STANDARD EQUIPMENT:			
Computer with printer with Internet capability	1	Ready for inspection during Post-Qualification.	
Body Camera	15	Ready for inspection during Post-Qualification	
Body Camera as reserves	3		
BASIC EQUIPMENT FOR DISASTER & EMERGENCY RESPONSE			
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	2 sets	Ready for inspection during Post-Qualification.	
Detachment First Aid Kit	1 set	Ready for inspection during Post-Qualification; 2. See List of Requirements	
INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:			
Class A Uniform	38 sets	To be inspected during Rank Inspection	
Rain Coats	38 sets	To be inspected during Rank Inspection	
Rain Boots	38 sets	To be inspected during Rank Inspection	
Medicine Kit (Bethadine, Gause Pad, Alcohol & Band Aid)	38 sets	To be inspected during Rank Inspection	
Handcuff	38 sets	To be inspected during Rank Inspection	
Flash Light	38 sets	To be inspected during Rank Inspection	

Baton	38 sets	To be inspected during Rank Inspection	
PPE (Reflectorized Traffic Vests)	38 sets	To be inspected during Rank Inspection	
SPECIAL EQUIPMENT			
<i>CCTV Camera (Please refer to CCTV Systems Specifications and Placement)</i>	24	<i>Ready for installation upon Assumption</i>	
<i>Smart House (Please refer to Smart House Specifications)</i>	1	<i>Ready for deployment upon Assumption</i>	

Bidder/Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

**TECHNICAL SPECIFICATIONS COMPLIANCE FORM
FOR AOR-VI – Poro Point International Seaport
(Additional Requirements)**

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

ADDITIONAL REQUIREMENTS	<p><u>Statement of Compliance</u></p> <p><i><u>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply”. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</u></i></p>
1. Certified True Copy of the Agency’s License to Operate (LTO) as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA) Tab - 1;	
2. Original Copy of Certification from SOSIA that the Agency has not been blacklisted by any government and private institution Tab - 2;	
3. Agency’s Organizational Set-up indicating the Names of Key Personnel and Personnel Manning of Key Offices Tab - 3;	
4. Original Copy of Notarized Affidavit from the Agency attesting to its number of years of existence as security provider Tab - 4;	
5. Original Copy of Certification pertaining to the Agency’s policy on the hiring of security officers and security guards Tab - 5;	
6. Original Copy of the Roster of Licensed Security Guards actually deployed as per contract and as Reserve Security Guards ready for deployment on notice duly signed by the Agency’s authorized signatory Tab – 6;	
7. Photo Copies of the Individual Certificates on the following Mandatory Training Courses Tab – 7; a. Basic Security Officers Training Course- at least 2; b. Basic Security Guard Training Course – at least 5; c. Retraining/Refresher Course for SO/SG- at least 5;	

8. Photo Copies of the Individual Certificates of at least 2 Individuals in at least 3 of the following Optional Training Courses//Seminar Tab – 8; a. First Aid/Basic Life Support; b. VIP Security Training; c. Marksmanship Refresher Training; e. Basic Report Writing Seminar; f. Disaster and emergency Response Training; g. Computer Literacy Training for Security Officer	
9. List and Photo Copies of Licenses of firearms under its inventory. If such licenses are already expired, a Certification from FEO, PNP that the request for renewal of licenses of such firearms are under process Tab-9; a. Cal. 9MM Pistols – at least 6 units b. 12 Gauge Shotguns – at least 4 units	
10. List and Photo Copies of Licenses to Operate communication equipment under its inventory Tab – 10;	
11. List and Photo Copies of OR and CR of 4-wheel vehicles and motorcycles under its inventory Tab – 11; a. 4-Wheel Vehicle – at least 1 unit b. Motorcycles – at least 1 unit	
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.)	
13. Original Affidavit that Agency has conducted a Site Inspection of the Area of Operations Tab - 12;	
14. Verified and validated structural map indicating the location of the AOR VI and proposed location of the billeting area for security guards Tab - 13;	
15. Original Copy of the Conceptual Security Plan. Must be based on the format as provided for under Tab - 14;	
16. Original Copy of Certification from Security Management Department (SMD) of BCDA that the Agency has no derogatory records or cases with BCDA and its Subsidiaries Tab - 15;	
17. Affidavit of Undertaking if the items/equipment are not available during the Post Qual	
18. Sample of the PPEs/Reflectorize Traffic Vest to be issued to the Security Officers/Security Guards (Not included in the Eligibility Documents' Envelope but should be ready for presentation to BAC-G on demand during the opening of sealed envelope for Eligibility Documents.)	

Bidder/Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; and
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).
- ☐ (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX.

Bidding Forms

Bid Form

Date: _____

Invitation to Bid No.(reference no.): _____

To: BASES CONVERSION AND DEVELOPMENT AUTHORITY
2nd Floor Bonifacio Technology Center
31st St., Cor. 2nd Ave., Bonifacio Global City
Taguig City

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder] complies with existing labor laws and standards; and*

8. *[Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:*

- a. Carefully examining all of the Bidding Documents;*
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;*
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and*
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].*

9. *[Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.*

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government

of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.(reference no.): *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] *[Insert signatory's legal capacity]*

Affiant

[Jurat]

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

Sample Form: Goods and Services for Ongoing Contracts

SF-G&S-18A

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

Business Name : _____
Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government Contracts:							
1.							
2.							
Private Contracts:							
1.							
2.							
Total Amount:							

*Continue in a separate sheet if necessary.

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

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

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

SF-G&S-19B

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

Business Name : _____
Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Date of Delivery

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

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

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

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:
 NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

$K = 15$

Submitted by:

 Name of Supplier / Distributor / Manufacturer

 Signature of Authorized Representative
 Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

**Procurement for Security Services for AOR-VI
(Poro Point International Seaport)**

SCHEDULE OF BIDDING ACTIVITIES

No.	ACTIVITIES	DATE/SCHEDULE (2025)*	
1	Pre-Procurement Conference	Thursday, 31 July 2025	
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper)	Wednesday, 06 August 2025	
3	Issuance of Bid Documents	Tuesday, 05 August 2025	Tuesday, 26 August 2025
4	Pre-Bid Conference	Wednesday, 13 August 2025 10:00 AM	
5	Site Visit	14 August 2025	
6	Deadline for Request for Clarification, if any	Saturday, 16 August 2025	
7	Issuance of Bid Bulletin, if any	Tuesday, 19 August 2025	
8	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	Tuesday, 26 August 2025 9:00 AM	
9	Opening of the ff: Eligibility Requirements and the Financial Proposal	Tuesday, 26 August 2025 10:00 AM	
10	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	Tuesday, August 26, 2025	
11	Presentation of Detailed Evaluation Results	Wednesday, 27 August 2025	Tuesday, 02 September 2025
12	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	Tuesday, 02 September 2025	
13	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	Wednesday, 03 September 2025	Thursday, 11 September 2025
14	Deliberation by BAC of the Results of Post qualification	Thursday, 11 September 2025	
15	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	Thursday, 11 September 2025	
16	Approval of BAC Resolution and Issuance of Notice of Award*	Tuesday, 16 September 2025	
17	Issuance of Notice of Award	Wednesday, 17 September 2025	
18	Contract Preparation, Approval and Signing	on or before 26 September 2025	
19	Issuance of Notice to Proceed	on or before 03 October 2025	

**subject to change*

TERMS OF REFERENCE (TOR)

BIDDING FOR SECURITY SERVICES FOR AOR VI (PORO POINT INTERNATIONAL SEAPORT)

(Three (3) years contract, renewable per year)

. BACKGROUND INFORMATION:

- 1.1. On 01 December 2024, the management and operations of San Fernando International Seaport were turned over to Poro Point Management Corporation (PPMC) and Bases Conversion and Development Authority (BCDA) by the Poro Point Industrial Corporation (PPIC), the contracted entity to manage and operate the seaport.
- 1.2. To secure the properties inside the seaport and ensure the continuity of its operations, based on the security assessment and recommendations of SMD, BCDA, BCDA/PPMC deployed (38) security guards in addition to the (8) existing guards of the seaport.
- 1.3. The (38) additional security guards are from BANNUAR Security Agency, the existing security provider under contract with PPMC on a monthly basis, as the three (3) years contract of the former to the latter has long expired.
- 1.4. To strengthen the security measures of the more or less 30-hectare seaport, which is being aggressively claimed partly by different entities/individuals, BCDA will hire, through a public bidding process, a security agency that is administratively and operationally capable of delivering quality security services. The winning bidder is referred to as AGENCY, while the Poro Point International Seaport is referred to as AORVI.

II. BIDDING FOR SECURITY SERVICES OF AOR VI:

- 2.1 BCDA has identified two major components of the security services that the AGENCY must provide:
 - a. Component 1 - This includes the necessary manpower and standard equipment requirements.
 - a. Component 2 - This consists of special equipment and additional forms of security services and capabilities.

III. APPROVED BUDGET FOR THE CONTRACT (ABC):

- 3.1. BCDA invites all prospective bidders to participate in the public bidding for the procurement of Security Services for AOR IV. The Approved Budget for the Contract (ABC) is **Nineteen Million Ninety-Nine**

Thousand Five Hundred Seventy-Six 00/100 (Php19,099,576.00),
inclusive of all applicable taxes and fees - 12% VAT.

The ABC is broken down as:

AOR	Component 1 (SO/SG with Standard Package Requirements)			Component 2 (Special Equipment & Services Requirements)
	No. of SGs	No. of Duty Hours	ABC (For (1) year)	
AOR-VI (Poro Point Seaport)	38	12	P18,249,576.00	P850,000.00
TOTAL ABC			P19,099,576.00	

Note: The monthly Rate per Guard was based on the PADPAO Wage Order I-23, effective 01 January 2025.

In compliance with DOLE Order No.150-16, Section 4. (b) The standard administrative fee of not less than 20% of the total contract cost.

- 3.2. The ABC for AOR VI is allocated for the major components of the security services to be provided by the agency. These include the hiring of security guards along with their standard packages, special tools, and equipment, as well as other related services described below.

AOR VI

Components	Description	Cost/ABC	Remarks
Component 1 - a) Number of Security Officers/Guards (SO/SG)			
2 SO & 36 SG	12-Hour Duty	P18,249,576.00	
b) Standard Package Requirements:			
i) Security Guards Requirement (Annex A); ii) Security Guard Deployment (Annex C); iii) Standard Equipment Requirement (Annex D); and iv) Standard First Aid Kit Requirement (Annex E). v) Placement of CCTV cameras (Annex F)			
Component 2: Special Equipment and Services Requirements			
CCTV System	Specifications (Annex G)	P600,000.00	a. Provide and install 24-Channel CCTV Security System

Components	Description	Cost/ABC	Remarks
			<p>b. Upon expiration/termination of the contract, the AGENCY will donate to BCDA the 24-Channel CCTV System in operational condition.</p> <p>c. Installation of CCTV must be completed within (30) days upon issuance of NTP.</p>
Fabrication, installation of Smart House	Specifications <i>(Annex H)</i>	₱250,000.00	<p>a) Upon expiration/termination of the contract, the AGENCY will donate to BCDA the Smart House in good condition</p> <p>b) Smart House must be installed/fabricated within (3) weeks upon issuance of NTP.</p>
K-9 Services (Dog & Handler)	Deployment as required	None	Maximum 100-hour K-9 Deployment for (1) year with no additional costs; Deployment in excess of 100 hours shall be paid by BCDA at P5,000.00 per 8-hour deployment.
Drone System	As required	None	The AGENCY must be equipped with Drone
Subtotal for Component 2		₱850,000.00	
Total		₱19,099,576.00	Annual ABC

IV. BIDDING FOR SECURITY SERVICES OF AOR VI:

- 4.1. BCDA has defined the two (2) major components of the security services to be provided by the AGENCY to be hired: Component 1- it includes manpower and standard equipment requirements, and Component 2 - special equipment and other forms of security services and capabilities.

- 4.2. The Security Services for AOR VI, as described in paragraph II above, shall be bid out as one (1) lot. The bidding shall be conducted on the date, time, and place as published in the Invitation to Bid.
- 4.3. Eligible agencies can submit bids for AOR VI. The contract for security services for AOR VI will be awarded to the bidder with the lowest calculated and responsive bid.

V. DESCRIPTION OF AOR-VI;

- 5.1. AOR-VI has a total area of approximately 30 hectares, including those under reversion cases, land registration cases, and titled land by various entities/individuals.
- 5.2. The Poro Point International Seaport has (3) piers, (2) Government ramps, several old warehouses, and open areas.

VI. MANPOWER REQUIREMENT:

- 6.1. The manpower requirements for AOR IV are as follows:

AOR	Coverage	Number of SGs	Number of Relievers	No of Hours/Shift
VI	Poro Point International Seaport	38	4	12 hours
TOTAL		38	4	

- 6.2. The AGENCY must be capable of increasing the number of guards deployed within fifteen (15) days upon notice through written communication from BCDA. In case of extreme urgency, the contracted agency may be required to immediately deploy a certain number of guards within two (2) days. Prior to the issuance of the written notice, SMD shall verbally notify the concerned agency of the need to prepare for the forthcoming changes in the deployment of guards.
- 6.3. Should the need arise, the AGENCY must be able to provide the required number of guards for deployment to other BCDA areas, including areas being managed by its affiliates and subsidiaries.
- 6.4 It must be explicitly stated that, based on the assessment of the security situation and security needs of BCDA, the number of deployed security personnel may either be reduced or increased by BCDA as the case may be. Therefore, BCDA may adopt other security measures to compensate for the reduced number of deployed guards and to improve security measures.

- 6.5. The AGENCY must have the capability to deploy at least two (2) licensed Protective Agents to provide Security Escorts/VIP Security within a 12-hour notice.
- 6.6. The AGENCY must be able to deploy female guard(s). The number of female guards should be at least 10% of the total number of security guards in AOR VI.
- 6.7. BCDA has the right to demand the immediate removal of any security officers or guards from their duties if they are deemed undesirable or incompetent. The AGENCY must promptly comply with such demand. However, it is the AGENCY's responsibility to conduct an investigation and follow due process in accordance with relevant labor laws and regulations. The AGENCY is also required to impose appropriate disciplinary actions on any security officers or guards who are found to be at fault. If the AGENCY fails to follow due process in taking disciplinary action or dismissing security officers or guards, it will be held solely responsible for the consequences.

VII. POSTING/MANNING HOURS AND REQUIRED EQUIPMENT:

- 7.1. The AGENCY must ensure that all security posts within its AOR are manned in accordance with this TOR. Manning of the security post shall be explicitly indicated in a 15-day permanent detail, duly signed by the Detachment Commander/OIC and approved by the VP, Security Management Department (SMD) or the designated Senior Security Officer (SSO) for AOR VI. The AGENCY shall also provide an appropriate number of guards and officers to act as relievers (in case of leave or other situations).
- 7.2. The AGENCY shall render security services twenty-four (24) hours a day, and seven (7) days a week in their respective AORs. An individual security officer/guard shall render six (6) days of duty per week, in consonance with the provisions of the Labor Code, except on extreme necessity, where a security officer/guard may render duty for seven (7) days a week.
- 7.3. Under any circumstance, a security guard shall not be allowed to render duties for two (2) successive shifts in one day (Straight duty for 24 hours).
- 7.4. The AGENCY is required to provide the organizational and individual equipment listed in the attached posting, including manning hours and the necessary equipment for AOR VI. All equipment deployed must be in good working condition for the entire duration of the contract. The maintenance of this equipment is the responsibility of the AGENCY, which also must ensure adequate provisions for fuel and oil (POL) for vehicles and motorcycles.

- 7.5. The AGENCY is responsible for promptly repairing or replacing any defective equipment or vehicles. If the AGENCY fails to repair or replace damaged equipment, vehicles, or motorcycles within seven (7) days—especially when they are urgently needed—it may negatively affect the performance rating of the Security Agency.
- 7.6. The AGENCY shall employ and/or deploy security officers and security guards with the following training qualifications:
- 7.6.1. Mandatory Training (in accordance with RA 5487 as amended by RA11917:
- 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 (BLS) First Aid Seminar;
 - b. Disaster and Emergency Response Training;
 - c. VIP Security Training/Seminar;
 - d. Marksmanship Refresher Training;
 - e. Basic Report Writing Seminar;
 - f. Computer Literacy Training for Security Officers;

VIII. SCOPE OF WORK:

- 8.1. The contracted Security Agency shall be primarily responsible for the security and safety of all BCDA personnel, properties, facilities & equipment, data & information, and business operations within AOR VI. The AGENCY shall be under the direct supervision, control, and management of the Head, Security Management Department (SMD), BCDA.
- 8.2. Implement and enforce all applicable BCDA rules and regulations, standard operating procedures (SOPs), and other issues relative to the maintenance of security and safety within the scope of work of the contracted Security Agency, such as, but not limited to.
- 8.2.1. Assist all government agencies operating inside the seaport in controlling the flow of goods, persons, equipment, and other movable items.
- 8.2.2. Conduct a thorough inspection of the essential documents of the goods coming in/out from the seaport.
- 8.2.3. Ensure all legal documents are complete and approved by relevant regulatory bodies for goods entering or exiting the seaport.

- 8.2.4. Conduct information gathering pertaining to contrabands, if any, entering/exiting the seaport.
- 8.2.5. Conduct constant coordination with various agencies such as PPA, Customs, Immigration, PDEA, PNP Maritime, Bureau of Quarantine, and other regulatory agencies involved in the day-to-day operations of the seaport pertaining to security and safety.
- 8.3. Provide quality security services in five areas of security, to wit: Personnel Security, Physical Security, Document Security, Communications Security, and Operational Security.
- 8.4. Conduct regular or random emergency preparedness drills and simulation exercises for simple or multiple contingencies in coordination with local Disaster Response and Mitigation Units.
- 8.5. Constitute a team to act as first responders to any emergency or contingency situation that is observed within the immediate area or reported to them by other persons; call the attention and update the Duty Officer on the prevailing situation, and be prepared to hand over the responsibility to the designated authority.
- 8.6. Provide special services such as security escort/VIP security and aerial operations through the use of a Drone as may be directed.
- 8.7. Prevent intrusion and proliferation of informal settlers and building of illegal/unauthorized structures within AOR VI. Stop and demolish the ongoing illegal improvement of existing structures within seventy-two (72) hours upon discovery. Should the 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 AGENCY shall also be required to reimburse BCDA the cost of litigation in the eviction of such informal settlers and occupants.
- 8.8. 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 AGENCY is liable to compensate BCDA for the cost of losses or damages.
- 8.9. Submit the following reports:
- 8.9.1. Daily Guard Report.
 - 8.9.2. Incident Report within 24 hours.
 - 8.9.3. Investigation Report (as necessary)
 - 8.9.4. Special Reports (as needed by security and safety)

- 8.9.5. Information Reports (as obtained)
- 8.9.6. Roster of Guards (every 15th and 30th of the month)
- 8.9.7. Guard Deployment (every 15th & 30th of the month)
- 8.9.8. Daily Guard Detail;
- 8.9.9. Other reports as required by SMD, BCDA;
- 8.10. Consolidated Security Reports in coordination with Barangay officials, PNP, AFP, and other friendly forces on matters concerning the security and protection AOR VI.

IX. QUALIFICATIONS OF SECURITY AGENCY:

- 9.1. The AGENCY must have a valid regular License to Operate (LTO) and have been in continuous business operation as a security agency for the last five (5) years, from the date of the opening of bids. Original copy of the LTO to be provided during the Post-Qualification Inspection.
- 9.2. The AGENCY must have at least 200 duly licensed security officers, security guards, protective agents, and private investigators currently performing security duties in any part of the country. A list of security personnel deployed per contract shall be presented during the Post-Qualification Inspection.
- 9.3. The AGENCY must have a Certificate of Non-Pending Cases issued by the Supervisory Office on Security and Investigation Agencies (SOSIA), or the Regional Civil Security Unit (RCSU), PNP, within six (6) months from the scheduled date of bid opening. The original copy shall be presented during the Post-Qualification Inspection.
- 9.4. For an AGENCY that had provided security services in the past or is currently providing security services to BCDA and/or its subsidiaries, the said agency must have a good performance record in BCDA and/or its subsidiaries and affiliates.
- 9.5. The AGENCY must be capable of establishing information security measures to perform the following:
 - 9.5.1. Record information and other data relative to the performance of the agency's safety and security functions.
 - 9.5.3. Maintain e-files of 201 Records of deployed security guards, relievers, and identified security escorts.

- 9.5.4. Implement basic information security measures to protect the recorded data and videos/footages gathered to be readily available at any given time as evidence for any related security and safety issues/concerns within the premises of BCDA properties.
- 9.5.5. Could communicate with BCDA-SMD through any electronic platform.
- 9.6. The AGENCY must have a pool of duly licensed private investigators who are capable of investigating any form of incident within its AOR, and upon the direction of SMD or BCDA's proper authority.
- 9.7. The AGENCY must have a pool of duly licensed protective agents who are capable and properly equipped to provide covert security coverage to VIPs or BCDA staff or employees upon the direction of SMD or BCDA's proper authority.
- 9.8. The Security Agency must be capable of providing billeting facilities for its Security Officers and Guards. Expenses for rent for the billeting facility and other utilities shall be paid by the agency.
- 9.9. Pursuant to 23.5.3 of the IRR to RA 9184, the AGENCY must have completed within a period of at least three (3) years, from the date of the opening of bids, a single contract equivalent to at least 50% of the ABC; or at least two (2) similar contract 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.
- 9.10. The AGENCY must certify under oath as to the correctness of the statements made and the completeness and authenticity of all the documents submitted. Documentary requirements shall be validated during the post-qualification.
- 9.11. Former and current security providers of BCDA, to include those from subsidiaries and affiliates, who have been rated as "**unsatisfactory**" in the conduct of the Performance Evaluation, shall not be considered for bidding.

X. QUALIFICATIONS OF SECURITY OFFICERS/GUARDS:

- 10.1. In addition to the qualification requirements as stated in RA No. 5487 as amended by RA 11917 (an Act Strengthening the Regulation of the Private Security Industry), the Security Officer to be deployed must be:

- 10.1.1. Duly- licensed Security Officer:

- 10.1.2. Preferably five (5) feet and four (4) inches in height for Male or five (5) feet for female;
 - 10.1.3. Duly licensed driver (Restrictions A, B, C);
 - 10.1.4. Computer literate;
 - 10.1.5. In case he/she is a former AFP/PNP personnel, either retired or honorably separated from the Service (a copy of retirement order or honorably discharge order duly authenticated by competent authorities must be submitted);
 - 10.1.6. Possess the necessary clearances from Barangay, PNP, NBI, and RTC and have passed the Neuro-Psychiatric Test and Drug Test.
- 10.2. The Security Guards to be deployed must be:
- 10.2.1. Duly licensed Security Guard.
 - 10.2.2. Preferably five (5) feet and four (4) inches in height for males and five (5) feet inches in height for females;
 - 10.2.3. Possess the necessary clearances from the Barangay, PNP, NBI, and RTC and have passed the Neuro-Psychiatric and Drug Test;
 - 10.2.4. 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 AGENCY shall submit Personnel Information Sheet and employment records with corresponding description of expertise and experience of the nominated Detachment Commander, Assistant Detachment Commander, Shift-In-Charge, and Security Guards for review by BCDA. Acceptance or denial of the nominated Security Officers and Guards shall be determined by SMD, BCDA.
- 10.4. The AGENCY shall submit to SMD, BCDA, the 201 Files of all deployed security officers and guards to include Personal Data Sheet, copies of Security Licenses, Certificates of Completion of Training for Security Officers/Guards, Brgy, NBI, PNP, and RTC Clearances, and Results of Neuro-Psychiatric and Drug Tests for review and validation.
- 10.5. The AGENCY shall certify under oath as to the correctness of the statements made, and completeness and authenticity of the documents submitted. Qualifications of Security Officers and security guards shall be validated during the Post-Qualification Inspection.

XI. CONCEPT PLAN AND COMPREHENSIVE SECURITY PLAN:

- 11.1. The Conceptual Security Plan shall be submitted for inspection during the Post Qualification Inspection. This plan explains the concept of safety and security that the AGENCY envisions implementing in AOR VI.
- 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 AGENCY of revisions, if any. Thereafter, the final Security Plan, including corresponding Standard Operating Procedures (SOPs) for fire, bomb threat, earthquake, typhoon, and other contingencies, must be submitted to SMD, BCDA upon issuance of the Notice to Proceed.

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

- 12.1. The 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 AGENCY must ensure and/or guarantee the timely release and/or disbursement of the salaries of the security guards **every 10th and 25th day of the month;**
- 12.3. The AGENCY shall regularly provide each security officer/guard, a copy of his/her official pay slip every **10th and 25th day of the month,** indicating therein the summary of their salaries, allowances, bonuses, remittances to SSS, Pag-IBIG, PhilHealth, and other authorized deductions.
- 12.4. The AGENCY shall timely and regularly remit all obligations (Amount to government in favor of the guard) for SSS, PhilHealth, Pag-Ibig, and other mandatory remittances, i.e., withholding tax on compensation, as deducted from the pay and allowances of the security officers/guards **not later than the 15th day of the following month.**
- 12.5. The 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 benefits in favor of the guards pursuant to law, executive order, decree or wage order; provided that the AGENCY shall present acceptable proof thereof, e.g. copy of a wage order certified by PADPAO through its Committee on PADPAO Rate Computation.

12.6. BCDA has the right to demand from the AGENCY proof of compliance with its obligations under sub-clauses 11.1 to 11.4.

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

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

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

XIII. POSTING OF PERFORMANCE AND WAGE SECURITIES:

13.1. Performance Security

To guarantee the faithful performance of the 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 to security guards should the AGENCY fail to pay the same, the AGENCY must post a wage security in favor of BCDA equivalent to three (3) months' cost of labor in AOR-VI.

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 a 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 upgraded accordingly.

XIV. MEDICAL AND RISK INSURANCE:

- 14.1. The AGENCY must ensure that all security officers and guards to be deployed, including authorized relievers, shall have full medical coverage for all types of sickness and emergencies.
- 14.2. The AGENCY must ensure that all security officers and guards to be deployed, including authorized relievers, shall have either individual or group insurance coverage in case of death or complete/partial disability.

XV. CONFIDENTIALITY CLAUSE:

- 15.1 The AGENCY agrees that the services covered by this Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof by the AGENCY may compromise BCDA of its security, financial, material, and operational loss and damage, and therefore, the AGENCY hereby agrees as follows:
 - 15.1.1. The AGENCY and any of its personnel shall not, during the term of this Contract or anytime thereafter, reveal, disclose or furnish in any manner to any person, firm or corporation, any information relating to BCDA which the AGENCY or its personnel may have acquired or which came to its/their knowledge or possession during the performance of their obligations to BCDA.
 - 15.1.2. Only persons expressly authorized in writing by BCDA shall be allowed by the AGENCY to have access to the documents/records in the custody of the AGENCY. For this purpose, BCDA shall inform the AGENCY in writing of the persons authorized to have access to said documents/records.
 - 15.1.3. Any incident or report of unauthorized or unlawful disclosure of sensitive information by any personnel of the AGENCY will be grounds for termination of the contract and with corresponding penalties.

XVI. PENALTY CLAUSE:

- 16.1 The Security Agency, Security Officers, and Security Guards shall be penalized for failure to comply with the provisions of this TOR as follows;

**TABLE OF OFFENSES AND PENALTIES
FOR AOR-VI**

NR	OFFENSES	PENALTIES
SECURITY AGENCY		
1	<p>Non-compliance with any of the following mandatory requirements/specifications:</p> <p>a. The 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).</p> <p>b. The AGENCY must ensure and/or guarantee the timely release and/or disbursement of the salaries of the security guards not later than every 10th and 25th day of the month;</p> <p>c. The AGENCY shall regularly provide each security officer/guard a copy of his/her official pay slip every 10th and 25th day of the month, indicating therein the summary of his/her salaries, allowances, bonuses, remittances to SSS, Pag-IBIG, Phil-Health, and other authorized deductions.</p> <p>d. The 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 not later than the 15th day of the following month</p>	<p>For specification 1a:</p> <p>Termination of the Contract</p> <p>For specifications 1b, c & d:</p> <p>First Offense: Penalty of P5,000.00 per individual complaint per pay period; deductible from the succeeding AGENCY Billings.</p> <p>Second Offense: Penalty of P10,000.00 per individual complaint per pay period; Deductible from the succeeding AGENCY Billings.</p> <p>Third Violation: Termination of the Contract</p>
2	Falsification of reports, Daily Time Record, payroll, and other documents submitted to BCDA.	Termination of the Contract

NR	OFFENSES	PENALTIES
3	Unauthorized disclosure of confidential information/documents of BCDA by the AGENCY or anybody among the deployed Security Guards.	<p>a. Termination of the Contract;</p> <p>b. Filing of a civil case against the AGENCY for the determination of its liabilities</p>
4	Loss of company/client property due to negligence of the AGENCY's guards	<p>a. Cost as determined by the result of the joint investigation conducted by BCDA and AGENCY;</p> <p>b. A deduction of P3,000.00 per incident from AGENCY's billing.</p>
5	Illegal/Unauthorized Structures	<p>a. Cost of demolition for failure to demolish the structure within 3 days;</p> <p>b. A deduction of P20,000 from the AGENCY's billing as a penalty for failure to demolish the same within 3 days</p>
6	Illegal extension of existing structure	<p>a. Cost of demolition for failure to demolish the extension within 3 days</p> <p>b. A deduction of P20,000 from the AGENCY's billing as a penalty for failure to demolish it within 3 days</p>

NR	OFFENSES	PENALTIES
7	Illegal or unauthorized Poster/Signage	<p>a. Cost as determined by the result of the joint investigation conducted by BCDA and AGENCY;</p> <p>b. A deduction of P1,000.00 per illegal or unauthorized signage from the AGENCY's billing.</p>
8	Posting of guard on straight duty (2 consecutive duties)	A deduction of P1,000.00 per guard from AGENCY's billing
9	Failure to provide the required number of firearms, vehicles, and radio equipment at the start of the contract	1 st Offense: Notice of Compliance;
10	Failure to provide the required number of other equipment at the start of the contract	2 nd Offense: P100.00 per day per item to be deducted from AGENCY's billing;
11	Non-availability or un-serviceability of firearms, radio equipment, and vehicles during the conduct of daily and random inspection.	3 rd Offense: P500.00 per day per item to be deducted from SA billing
12	Unmanned or undermanned Post/Patrol areas	A deduction of P500.00 per day per post from the AGENCY's billing;
13	Non-availability or unserviceability of other equipment during the conduct of daily and random inspection.	A deduction of P500.00 per day per item from the AGENCY's billing;

NR	OFFENSES	PENALTIES
SECURITY GUARDS		
14	Guard found sleeping on post	A deduction of P300.00 per guard from the AGENCY's billing
15	Guard found under the influence of liquor while on duty	a. Suspension from duty (RA 5487 Provisions). b. Following the due process, the AGENCY must conduct an immediate investigation and impose appropriate sanctions against the erring guard.
16	Abandoning of Post by the Duty Guard.	c. A deduction of P500.00 per guard from the AGENCY's billing.
17	Accidental and/or indiscriminate firing of a weapon by the guard.	Outright termination of guard's duty with BCDA; a. Following the due process, the AGENCY must conduct an immediate investigation and impose appropriate sanctions against the erring guard.
18	Guards found guilty of vandalism, theft, and pilferage of the company's properties.	
19	An act of disrespect and other forms of discourtesy committed by the guards against BCDA officials & employees, visitors, and co-workers.	b. A deduction of P1,000.00 per guard from AGENCY's billing. a) Outright termination of guard's duty with BCDA b) A deduction of P1,000.00 per guard from AGENCY's billing.

NR	OFFENSES	PENALTIES
20	Guards found in possession of prohibited drugs or found positive for the same.	
21	Failure to obey legal or official orders/instructions	
22	Failure to demolish/remove an illegal or unauthorized old structure or signage	

XVII. DURATION AND EXTENSION OF CONTRACT:

17.1. The AGENCY shall provide security services to BCDA for a contract period of (3) years, renewable per year.

17.2. It is understood that the paragraph above (17.1) allows BCDA to exercise its right to either extend or terminate the Contract based on the performance of the contracted AGENCY.

17.3. The AGENCY shall maintain at least a Performance Level of Satisfactory **(or a Minimum of 80 Points)** for the entire period of the contract based on the performance criteria as stated on **GPPB Resolution No.06-2022 “Annex A # 4. Procedures”** as follows;

	Performance Criteria	Weight
I	Conformity to Technical Requirements	(25)
II	Timeliness in the Delivery of Services	(25)
II	Behaviour of Personnel (Courteous, Professional, and Knowledgeable)	(20)
IV	Response to Complaints	(20)
V	Compliance with set office policies for such services	(10)
	Performance Rating	100 Points

17.4. Based on the assessment, the BCDA may terminate the Contract of the AGENCY for its “poor” or “unsatisfactory” performance or failure to comply with its obligations as stipulated in the contract.

17.5. Level of Performance Rating. The detailed rating system for the Performance Evaluation shall be provided to the contracted AGENCY. The level of performance shall be rated according to the following:

Performance Level	Points	Remarks
Poor	Below 70	For Termination of Contract
Unsatisfactory	Below 80	For Termination of Contract
Satisfactory	80-84	For improvement
Very Satisfactory	85-89	
Excellent	90-94	
Outstanding	Above 95	

XVIII. TERMINATION:

18.1. The termination of procurement contracts shall be in accordance with the provisions of RA 9184 Annex I and its IRR.

LIST OF ANNEXES:

A - Number of Security Guard and their Requirements
B - Map of Poro Point International Seaport
C - Guards Deployment
D - Standard Equipment Requirements
E - Standard First Aid Kit Requirements
F - Placement of CCTVs
G - Specifications of CCTV System
H - Specifications of Smart House
I - PADPAO Rate for Region I effective 01 January 2025

Republic of the Philippines



Government Procurement Policy Board