

BASES CONVERSION AND DEVELOPMENT AUTHORITY

**PROCUREMENT OF
ADDITIONAL FIFTY (50)
SECURITY GUARDS
FOR CAMP JOHN HAY**

**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 ADDITIONAL FIFTY (50) SECURITY
GUARDS for CAMP JOHN HAY**

1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), through its 2024 Corporate Operating Budget (COB), intends to apply the sum of **Eleven Million Eight Hundred Thirty Seven Thousand Five Hundred Fifty Pesos (Php 11,837,550.00)**, inclusive of VAT and all other applicable government taxes, fees, and other charges, being the Approved Budget for the Contract (ABC) for six months under the contract for the **Procurement of Additional Fifty (50) Security Guards for Camp John Hay**. Bids received in excess of the ABC shall be automatically rejected at the Opening of Bids.
2. The BCDA now invites interested bidders for the **Procurement of Additional Fifty (50) Security Guards for Camp John Hay**. Delivery of the services is required as stated in the Schedule of Requirements. 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; or at least two (2) similar contracts, and the aggregate contract amount should be equivalent to at least fifty percent (50%) of the ABC, with the largest of these similar contracts equivalent to at least twenty-five percent (25%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in 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 **30 October 2024 up to 19 November 2024 from 8:00 AM to 5:00 PM except Saturdays, Sundays and**

Holidays, and until 9:00 AM on 19 November 2024, 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 **Php5,000.00 (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.bdda.gov.ph). Only bidders who purchased the Bidding Documents will be allowed to submit bids.

6. The BCDA will hold a Pre-Bid Conference on **07 November 2024 at 1:00 PM** 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 **19 November 2024 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 **19 November 2024 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 Pre-bid Conference and the Opening of Bids are hybrid events. Prospective bidders may choose to attend online via Zoom or in person at the BTC Office.

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

- Attendees to the Pre-bid Conference and Opening of Bids will be required to follow the BCDA Health Protocols; and
 - Observers/representatives who show signs of COVID-19 related symptoms are not allowed to enter the BCDA premises.
11. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.
 12. BCDA reserves the right to accept or reject any bid, to annul or cancel the bidding process, to declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

PREJEAN A. PRIETO
Head, BAC for Goods Secretariat
(02) 8575-1700
bacgsecretariat@bcda.gov.ph

Date of Issue: **30 October 2024**

BIDS AND AWARDS COMMITTEE FOR GOODS

By:



RICHARD BRIAN M. CEPE
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 Area of Responsibility (AOR) V Camp John Hay.

The PROCUREMENT OF ADDITIONAL FIFTY (50) SECURITY GUARDS FOR CAMP JOHN HAY 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 2024 in the amount of **Eleven Million Eight Hundred Thirty Seven Thousand Five Hundred Fifty Pesos (Php 11,837,550.00)** for six months 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

If applicable:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result in failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder 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 **07 November 2024 at 1:00 PM** 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 7 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 style="text-align: center;">BASES CONVERSION AND DEVELOPMENT AUTHORITY</p> <p>The name of the contract for ADDITIONAL FIFTY (50) SECURITY GUARDS FOR CAMP JOHN HAY</p>																						
1.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="text-align: center;">AOR</th> <th colspan="2" style="text-align: center;">Component 1 (SG with Standard Package Requirements)</th> <th rowspan="2" style="text-align: center;">Component 2 (Special Equipment & Services Requirements for 6 months period)</th> <th rowspan="2" style="text-align: center;">ABC (Inclusive of all applicable taxes and fees for the 6 months of the Contract)</th> </tr> <tr> <th style="text-align: center;">No. of SGs</th> <th style="text-align: center;">No. of Duty Hour</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">AOR V (Camp John Hay)</td> <td style="text-align: center;">50</td> <td style="text-align: center;">12</td> <td style="text-align: center;">-</td> <td style="text-align: right;">10,877,550.00</td> </tr> <tr> <td style="text-align: center;">K9 Deployment 1 K9 – 1 Handler</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">As needed</td> <td style="text-align: right;">960,000.00</td> </tr> <tr> <td colspan="4" style="text-align: center;">TOTAL ABC</td> <td style="text-align: right;">Php 11,837,550.00</td> </tr> </tbody> </table> <p>The lot and reference is:</p> <p><i>Reference PADPAO Wage Order RBCAR – 22 Effective 01 February 2024.</i></p>	AOR	Component 1 (SG with Standard Package Requirements)		Component 2 (Special Equipment & Services Requirements for 6 months period)	ABC (Inclusive of all applicable taxes and fees for the 6 months of the Contract)	No. of SGs	No. of Duty Hour	AOR V (Camp John Hay)	50	12	-	10,877,550.00	K9 Deployment 1 K9 – 1 Handler	-	-	As needed	960,000.00	TOTAL ABC				Php 11,837,550.00
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TOTAL ABC				Php 11,837,550.00																			
<u>2</u>	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through BCDA’s 2024 Corporate Operating Budget.</p> <p>The name of the Project is: PROCUREMENT OF ADDITIONAL FIFTY (50) SECURITY GUARDS FOR CAMP JOHN HAY</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.																						
5.4	a) The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC OR at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty																						

	<p>percent (50%) of the ABC, with the largest of these similar contracts equivalent to at least twenty-five percent (25%) 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 07 November 2024 at 1:00 PM 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	<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 Eleven Million Eight Hundred Thirty Seven Thousand Five Hundred Fifty Pesos (Php11,837,550.00), inclusive of VAT and all applicable taxes for six months.</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 shall be less than 20% of the 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 Two Hundred Thirty-Six Thousand Seven Hundred Fifty-One Pesos 00/00 (Php236,751.00), <i>2% of ABC</i>, 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 Five Hundred Ninety-One Thousand Eight Hundred Seventy-Seven Pesos and 50/100 (Php591,877.50), 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="padding-left: 40px;">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 18 November 2024, 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 18 November 2024 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 -V	50	Security guards with the corresponding firearms and equipment per TOR	02 January 2025 or the date stated in the Notice to Proceed

SECURITY GUARDS POSTING/MANNING HOURS:

Proposed BCDA Post for 50 Security Guards for Camp John Hay	MANNING	
	<i>Day Shift</i>	<i>Night Shift</i>
Club House Gate	1	1
Commander's Cottage Entrance	1	1
Commander's Cottage Exit	1	1
Forest Cabin Estates Gate	1	1
Forest Cabin Estates Exit	1	1
Golf Club Area	2	2
Commanders Cottage	1	1
Country Homes	1	1
CJHDevCo Office	1	1
CJHDevCo Security Office	1	1
VOA Log Homes	1	1
Export Overruns Area	1	1
Manor Hotel	2	2
Forest Lodge	2	2
Golf Course (Par 7)	1	1
JHWSI Pumping Station	2	2
JHWSI Field Office	1	1
JHWSI STP # 2	1	1
JHWSI STP # 6	1	1
Detachment Commander	1	0
Asst. Detachment Commander	0	1

Patrol	1	1
Total Identified Posts	22	
Revised Total Manning	25	25
RELIEVER	10 SG	

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 4. Submission of the List and PDS of Security Personnel for Deployment. 5. Interview of Nominee for Security Officers for Designation as Detachment Commander/OIC and Asst. DC/Shift-In-Charge	Two (2) CDs after the Coordinating Conference
6. Submission of the following: - 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. 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.

TECHNICAL SPECIFICATIONS FOR AOR V				
<i>(50 Security Guards for Camp John Hay)</i>				
<i>(Annex A – Terms of Reference)</i>				
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>	
			<i>Compliant</i>	<i>Non-Compliant</i>
Manpower Requirements	As indicated in Sections VI of the TOR	Please refer to Sections VI of the TOR		
Security Guard Requirements	As indicated in Annex A1 of the TOR	Please refer to Annex A1 of the TOR		
Standard Equipment Requirements	As indicated in Annex A2 of the TOR	Please refer to Annex A2 of the TOR		
Standard First Aid Requirements for Detachment Headquarters	As indicated in Annex A3 of the TOR	Please refer to Annex A3 of the TOR		
Special Equipment and Services Requirements	As indicated in Annex A4 of the TOR	Please refer to Annex A4 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 Item/Description	QTY	Unit	REMARKS	STATEMENT OF COMPLIANCE	
				Please CHECK the appropriate box	
				COMPLIANT	NON-COMPLIANT
COMMUNICATION EQUIPMENT:					
Base Radio with complete accessories, antenna and repeater system	2	Sets	One (1) set at Detachment HQ; one (1) set for the 4-wheeled Patrol vehicle; Ready for inspection during the Post-Qualification.		
Handheld Radio with clip holder and earphone; For issue to the SG on Duty	25	Sets	Ready for inspection during Post-Qualification.		
Handheld Radio; as reserves	10	Sets	Ready for inspection during Post-Qualification.		
Battery charger for handheld radios	25	Sets	Ready for inspection during Post-Qualification.		

Extra rechargeable batteries for handheld radios	30	Pcs	Ready for inspection during Post-Qualification.		
VEHICLES:					
4 X 4 Utility Pick-up w/ beacon lights and fuel support	1	Unit	Ready for inspection during Post-Qualification. Must be marked with SECURITY on its sides and tailgate and must not be more than three (3) year old during time of deployment to AOR V		
All Terrain Motorcycle minimum 150 CC (or equivalent) with fuel support	2	Units	Must be marked with SECURITY and ready for inspection during Post-Qualification		
FIREARMS:					
Cal. 9mm Pistol for issue to SG on duty	25	Pcs	Ready for inspection during Post-Qualification.		
Cal. 9mm Pistol as reserves	5	Pcs	Ready for inspection during Post-Qualification.		
12 GA Shotgun for issue to SG on duty	5	Pcs	Ready for inspection during Post-Qualification.		
12 GA Shotgun as reserves	2	Pcs	Ready for inspection during Post-Qualification.		
OTHER STANDARD EQUIPMENT:					
Computer with printer with Internet capability	1	Set	(1) Monthly billing for the Internet shall be charged against the Security Agency; (2) Must be operational within one (1) month after assumption and (3) Ready for inspection during Post-Qualification.		

Mobile Phone	1	Unit	Minimum of 300 pesos load monthly shall be charge to security agency, Ready for inspection during Post-Qualification		
Digital Camera (at least 15 megapixel)	2	Pcs	Ready for inspection during Post-Qualification.		
Body Camera with night vision capability	25	Pcs	Ready for inspection during Post-Qualification.		
Portable Metal Detector	12	Pcs	Ready for inspection during Post-Qualification.		
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	15	Sets	Ready for inspection during Post-Qualification.		
Megaphone with sling	4	Sets	Ready for inspection during Post-Qualification.		
Squad Tent (minimum capacity: 10 persons)	2	Pcs	Ready for inspection during Post-Qualification.		
Multi-purpose Rope (1/2 inch diameter x 20 meters)	10	Rolls	Ready for inspection during Post-Qualification.		
Rescue Stretcher	2	Pcs	Ready for inspection during Post-Qualification.		
Detachment First Aid Kit	2	Sets	Ready for inspection during Post-Qualification;		

			2. See List of Requirements		
INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:					
Class A Uniform	50	Sets	To be inspected during Rank Inspection		
Rain Coats	50	Sets	To be inspected during Rank Inspection		
Rain Boots	50	Sets	To be inspected during Rank Inspection		
Medicine Kit (Betadine, Gauze Pad, Alcohol & Band Aid)	50	Sets	To be inspected during Rank Inspection		
Handcuff	50	Pcs	To be inspected during Rank Inspection		
Flash Light	50	Pcs	To be inspected during Rank Inspection		
Baton	50	Pcs	To be inspected during Rank Inspection		
PPE (Traffic Vests)	50	Pcs	To be inspected during Rank Inspection		
CCTV System	1	Set	Ready for Inspection during Post Qualification		

Bidder/Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

TECHNICAL SPECIFICATIONS COMPLIANCE FORM
ADDITIONAL REQUIREMENTS FOR AOR V
(50 Security Guards for Camp John Hay)

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

ADDITIONAL REQUIREMENTS	STATEMENT OF COMPLIANCE	
	(Check Appropriate Box)	
	Compliant	Non-Compliant
1. Certified True Copy of the Agency’s License to Operate (LTO) as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA) Annex E;		
2. Original Copy of Certification from SOSIA that the Agency has not been blacklisted by any government and private institution Annex F;		
3. Agency’s Organizational Set-up indicating the Names of Key Personnel and Personnel Manning of Key Offices Annex G;		
4. Original Copy of Notarized Affidavit from the Agency attesting to its number of years of existence as security provider Annex H;		
5. Original Copy of Certification pertaining to the Agency’s policy on the hiring of security officers and security guards Annex I;		
6. Original Copy of the Roster of Licensed Security Guards actually deployed as per contract and as Reserve Security Guards ready for deployment on notice duly signed by the Agency’s authorized signatory Annex J.		

<p>7. Photo Copies of the Individual Certificates on the following Mandatory Training Courses (Annex K):</p> <ul style="list-style-type: none"> a. Basic Security Officers Training Course- at least 2; b. Basic Security Guard Training Course – at least 5; c. Retraining/Refresher Course for SO/SG- at least 5; 		
<p>8. Photo Copies of the Individual Certificates of at least 2 Individuals in at least 3 of the following Optional Training Courses//Seminar Annex L:</p> <ul style="list-style-type: none"> a. First Aid/Basic Life Support; b. VIP Security Training; c. Marksmanship Refresher Training; d. Information Collection Seminar; e. Basic Report Writing Seminar; f. disaster and emergency Response Training; g. Computer Literacy Training for Security Officer 		
<p>9. List and Photo Copies of Licenses of firearms under its inventory. If such licenses are already expired, a Certification from FEO, PNP that the request for renewal of licenses of such firearms are under process Annex M.</p> <ul style="list-style-type: none"> a. Cal. 9MM Pistols – at least 6 units b. 12 Gauge Shotguns – at least 4 units 		
<p>10. List and Photo Copies of Licenses to Operate communication equipment under its inventory Annex N:</p> <ul style="list-style-type: none"> a. Base Radio – at least 2 sets b. Hand Held Radio – at least 16 units 		

<p>11. List and Photo Copies of OR and CR of 4-wheel vehicles and motorcycles under its inventory Annex O:</p> <p style="padding-left: 40px;">a. 4-Wheel Vehicle – at least 1 unit</p> <p style="padding-left: 40px;">b. Motorcycles – at least 1 unit</p>		
<p>12. Sample of Uniform for Security Officer and Security Guards in accordance with what is prescribed by SOSIA. Should be ready for presentation to BAC-G during the opening of a sealed envelope for Eligibility Documents.</p>		
<p>13. Original Affidavit that Agency has conducted a Site Inspection of the Area of Operations Annex P;</p>		
<p>14. Verified and validated structural map indicating the location of the AOR IA and proposed location of the billeting area for security guards Annex Q;</p>		
<p>15. Original Copy of the Conceptual Security Plan. Must be based on the format as provided for under Annex R;</p>		
<p>16 Original Copy of Certification from Security Management Department (SMD) of BCDA that the Agency has no derogatory records or cases with BCDA and its Subsidiaries Annex S;</p>		
<p>17. Sample of the PPEs to be issued to the Security Officers/Security Guards. Should be ready for presentation to BAC-G on demand during the opening of sealed envelope for Eligibility Documents.</p>		

Bidder/Bidder’s Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier

TERMS OF REFERENCE (TOR)

BIDDING FOR THE PROCUREMENT OF ADDITIONAL FIFTY (50) SECURITY GUARDS for CAMP JOHN HAY

I. BACKGROUND INFORMATION:

1.1 The **BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers created by virtue of Republic Act No. 7227, as amended.

1.2 In view of the above, there is a compelling necessity to protect certain areas or portions thereof from intrusion of squatters, illegal construction of structures and acts of vandalism, as well as protection of BCDA personnel to include all the non-movable properties and developments thus, the need for the deployment of the 50 security personnel which will be assigned in Camp John Hay.

II. PROCUREMENT OF ADDITIONAL FIFTY (50) SECURITY GUARDS:

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

III. APPROVED BUDGET FOR THE CONTRACT (ABC):

3.1. The BCDA invites all interested bidders to participate in a public bidding for the procurement of Security Services for AOR V (Camp John Hay) with then Approved Budget for the Contract (ABC) amounting to **Php 11,837,550.00** for six months inclusive of all applicable taxes and fees broken down as follows:

AOR	Component 1 (SG with Standard Package Requirements)		Component 2 (Special Equipment & Services Requirements for 6 months period)	ABC (Inclusive of all applicable taxes and fees for the 6 months of the Contract)
	No. of SGs	No. of Duty Hour		
AOR V (Camp John Hay)	50	12	-	10,877,550.00
K9 Deployment 1 K9 – 1 Handler	-	-	As needed	960,000.00
TOTAL ABC				Php 11,837,550.00

Note: The Monthly Rate/Guard was based on the PADPAO Wage Order No. RBCAR-22 effective 01 February 2024

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

The contract shall commence on January 02, 2025 or the date stated in the Notice to Proceed (NTP).

3.2. The ABC for AOR V is the summation of the total budget for each of the major components of the security services to be provided by the Security Agency. The components include the hiring of security guards and the standard package requirements that goes with it, special tools and equipment, and other services that are described below.

The Security Agency shall also provide, operate and maintain the CCTV System. conduct background investigation services to BCDA for **FREE**. However, failure to provide the CCTV System shall be a ground for termination of the contract. The Security Agency shall also provide, operate and maintain K-9 deployment for the duration of the contract.

AOR V (Camp John Hay)

Components	Description	Cost/ABC	Remarks
Component 1: SO/SG with Standard Package Requirements (Refer to Annex A, C and C.1. for SG and Standard Equipment Requirements and Annex B for the Location Map of Security Posts)			
50 SO/SG	12-Hr Duty	P XXX	
Component 2: Special Equipment and Services Requirements (Refer to Annex D for the Specifications)			
CCTV System	24 Hours/7 Days Duty	None	a. to be provided, operated and maintained by the agency for FREE;
Background Investigation (BI)	Conduct as required	None	a. Minimum of 6 BI/6 months for FREE. b. BI in excess of 6 months shall be paid by BCDA at P10,000.00 per individual/subject;
K-9 Services	Deployment as required	960,000.00	a. As needed during events, Activities requiring the mobilization of K9 Team; b. Deployment in excess of 32 hours per month shall be paid by BCDA at P666.67per hour

		(Package is for one (1) SG Handler and one (1) K-9)
Subtotal for Component 2	None	Billing for BI deployments shall be made separate from the regular security billings.
TOTAL	P xxxx	

IV. DESCRIPTION OF AREA OF RESPONSIBILITY (AOR):

4.1. AOR V (Camp John Hay) covers the following areas/facilities:

- 4.1.1. CJHDEVCO Office/Security Office
- 4.1.2. Commanders Cottage
- 4.1.3. Manor Hotel
- 4.1.4. Forest Lodge Hotel
- 4.1.5. Forest Cabin/Estate
- 4.1.6. Export Overrun Area
- 4.1.7. John Hay Golf Club
- 4.1.8. JHWSI Pumping Station
- 4.1.9. Sewage Treatment Plant
- 4.1.10. Other to be identified later

4.2. AOR V comprises several land assets and properties situated in different locations within the *Camp John Hay*. Some of the properties are also located in isolated locations, thus the posting of permanent guard posts in some of these areas are impractical. To counter this, the Security Agency is required to deploy mobile patrol teams mounted on either motorcycles or 4-wheeled utility vehicles working on two (2) shifts, on a 24/7 rotation basis.

V. MANPOWER REQUIREMENTS:

5.1. The manpower requirements for the AOR V is as follows:

AOR	Coverage	No. of SGs	No of Hours/Shift
V	Camp John Hay	50	12 Hours/Shift
T O T A L		50	

5.2. The Security Agency must be capable of increasing the number of guards deployed within seven (7) calendar days considering the urgency of the situation upon receipt of the written communication from BCDA. Prior to the issuance of the written notice, the Head of the Security Management Department (SMD) or the designated SMD Security Officer shall verbally notify the concerned agency of the need to prepare for the forthcoming changes in the deployment of guards.

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

5.4 It must be explicitly stated that based on the assessment of the security situation and security needs of BCDA, the number of security personnel deployed by the SSP may either be reduced or increased by the BCDA as the case may be. Therefore, and in case of reduction, the Security Agency, upon coordination with the BCDA may adopt other security measures to compensate for the reduced number of deployed guards and to improve security.

5.5. The Security Agency must be capable of deploying at least four (4) duly licensed Protective Agents in AOR V to provide Security Escorts/VIP Security within 24-hour notice.

5.6. The Security Agency must be capable of deploying at least two (2) duly licensed Private Investigators to conduct background investigation of certain individuals/organization upon the direction of the SVP for CSG/PCEO to the VP for SMD and/or the duly authorized SMD Security Officer within 24-hour notice.

5.7. The Security Agency must be able to deploy a security detachment composed of at least 10% female security officers/guards.

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

VI. SECURITY GUARDS POSTING/MANNING HOURS:

Proposed BCDA Post for 50 Security Guards for Camp John Hay	MANNING	
	<i>Day Shift</i>	<i>Night Shift</i>
Club House Gate	1	1
Commander's Cottage Entrance	1	1
Commander's Cottage Exit	1	1
Forest Cabin Estates Gate	1	1
Forest Cabin Estates Exit	1	1
Golf Club Area	2	2
Commanders Cottage	1	1
Country Homes	1	1
CJHDevCo Office	1	1
CJHDevCo Security Office	1	1
VOA Log Homes	1	1
Export Overruns Area	1	1

Manor Hotel	2	2
Forest Lodge	2	2
Golf Course (Par 7)	1	1
JHWSI Pumping Station	2	2
JHWSI Field Office	1	1
JHWSI STP # 2	1	1
JHWSI STP # 6	1	1
Detachment Commander	1	0
Asst. Detachment Commander	0	1
Patrol	1	1
Total Identified Posts	22	
Revised Total Manning	25	25
RELIEVER	10 SG	

6.1. The Security Agency must ensure that all the security posts within AOR V are manned in accordance with this TOR. Manning of posts shall be explicitly indicated in a 15-day permanent detail, duly signed by the Detachment Commander/OIC and approved by the VP for SMD or the designated SMD Security Officer for AOR V. The Security Agency shall also provide an appropriate number of security officers and security guards to act as relievers in case of leave or other critical or emergency situation.

6.2. The Security Agency shall provide One (1) Admin Clerk aside from the 50 deployed security guards without any expense from BCDA Management, duties include providing administrative support to the organization and not limited to organizing company records, overseeing agency billing and maintaining inventory of office supplies, security gears and equipment.

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

6.4. The Security Agency must not allow a security officer or security guard to render two (2) successive shifts in one day (straight duty for 24-hour period) under all circumstances.

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

6.6. The Security Agency shall be responsible for the immediate repair or replacement of all its defective equipment. Failure to repair or replace its

damaged equipment within one (1) day, especially when the said equipment is/are badly needed at that time, would have adverse impact on the performance rating of the Security Agency.

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

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

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

6.7.2. Additional training/seminars/skills as required which may contribute to their efficiency, effectiveness and quality of services:

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

6.8. The Security Agency shall require all its Security Officers and Security Guards including its relievers, to undergo mandatory Seminar/Training on Gender and Development (GAD) Awareness once a year pursuant to RA 7192, 7877, and 9262.

6.9. The Security Officers/Guards deployed by the AGENCY in AOR V must be in authorized uniform at all times while on duty.

6.9.1. Security Officers – Uniform with complete accessories as prescribed in RA 5487; The use of the prescribed Barong and Polo Barong shall have written approval of PNP SOSIA.

6.9.2. Security Guards – Uniform with complete accessories as prescribed in RA 5487. Use of prescribed Barong and Polo Barong shall have written approval of PNP SOSIA.

VII. RESPONSIBILITIES, OBLIGATIONS AND LIABILITIES:

7.1. The Security Agency shall be primarily responsible for the safety and security of all BCDA land assets and facilities; personnel and stakeholders; properties, equipment and data/information and business operations within AOR V. It shall be under the direct supervision, control and management of the VP for SMD of BCDA.

7.2. The Security Agency shall implement and enforce all applicable rules and regulations, standard operating procedures (SOPs) and other directives relative

to the maintenance of security and safety within the scope of work of the Security Agency.

7.3. The Security Agency shall provide quality security services on four (4) areas of security, to wit: Personnel Security, Physical Security, Document Security, Communications Security and IT/Cyber Security.

7.3.1. Personnel Security - Secure and protect BCDA officers, employees and visitors from harm, harassment, threat and intimidation within AOR V;

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

7.3.3. Document Security – Secure and protect documents and vital information from loss, unauthorized use and unwarranted destruction; and allow easy but secured access of these documents and information only to authorized personnel.

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

7.3.5. IT/Cyber Security – With the assistance of the ICT Department and SMD, implement basic cybersecurity processes and measures designed to protect computers, networks and data from unauthorized access, vulnerabilities and attacks.

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

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

7.6. The Security Agency shall prevent vandalism in the form of graffiti, paintings, stickers on BCDA fences and walls of structures, and failing to prevent the same, remove such graffiti, painting, sticker and the like and restore the fence or wall to its original form at its own expense with or without notice from BCDA.

7.7. The Security Agency shall dispatch an appropriate number of security guards under a Security Officer/Team Leader to provide covert security assistance to LADD, SSD and LSD Teams during surveys and negotiations and to secure properties cleared or acquired by BCDA.

7.8. The Security Agency shall provide special services such as security escort/VIP security; deployment of canine as well as the conduct of background investigation of personnel and organization as may be directed.

7.9. The Security Agency shall install, operate and maintain the CCTV system to ensure efficient, effective and widest monitoring coverage of AOR V and render timely reports of any damage or fault to the operation of the system so that BCDA can immediately respond to maintenance requirements. It shall also conduct CCTV review and provide copies of the recordings in accordance with existing laws on Data Privacy and BCDA Policies and Procedures.

7.10. The Security Agency shall, in coordination with SMD, conduct at least one (1) seminar (minimum 2 hours per seminar) within the contract period particularly on emergency preparedness. Likewise, it shall also conduct regular and/or random emergency preparedness drills and simulation exercises for simple or multiple contingencies in coordination with respective Building/Facility Managers and/or local Disaster Response Mitigation Units within AOR V.

7.11. The Security Agency shall constitute an ER Team to provide overall initial response to any emergency or contingency situation that were observed within the immediate area or reported to them by other persons; call the attention and update the Duty Officer of the prevailing situation and be prepared to handover the responsibility to the designated authority within AOR V.

7.12. The Security Agency shall submit the following reports:

- 7.12.1. Daily Activity and Situation Report.
- 7.12.2. Incident Report (If any; within 24 hours)
- 7.12.3. Investigation Report (as necessary)
- 7.12.4. Special Reports (as needed by security and safety)
- 7.12.5. Information Reports (as obtained)
- 7.12.6. Accomplishment Reports:
 - a. Monthly – every 1st Monday of succeeding month
 - b. Quarterly – every 1st week of succeeding quarter
- 7.12.7. Roster of Guards (every 15th and 30th of the month)
- 7.12.8. Guard Deployment (every 15th & 30th of the month)
- 7.12.9. Daily Guard Detail

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

7.14. The Security Agency shall coordinate with the PNP, AFP and other friendly forces on matters related to the security and protection of respective AOR.

7.15. The Security Agency is neither an agent nor an employee of BCDA and the security officers/guards to be deployed by the Security Agency in AOR V are not in any manner to be considered as employees of BCDA. Accordingly, BCDA shall not be responsible for any and all claims for personal injury or death, or damage to, or loss of properties, caused to any security guard or to any third party by such guard.

7.16. No employer-employee relationship shall exist between BCDA and the Security Agency and the security guards to be deployed by the Security Agency in AOR V. Accordingly, the Security Agency alone is responsible for compliance with laws, rules and regulations governing employer-employee relationship and payment of employees' wages, benefits and other remunerations including all other consequences of such relationship. The Security Agency shall submit to BCDA true copies of payrolls of the security guards and other proof of payment of their wages and other monetary benefits satisfactory to BCDA and under COA rules. The Security Agency undertakes to do so on a bi-monthly basis, and non-compliance therewith shall be a ground for disallowance of the payment of the bill for said billing period without need of notice.

7.17. The Security Agency shall be responsible for any loss of, or damage to, any BCDA property within AOR V occurring or taking place during the tour of duty of the security guards of the Security Agency and made known in writing to the Security Agency within forty-eight (48) hours from the time of discovery of the loss or damage, unless the Security Agency is able to prove in a joint investigation conducted by representatives of the Security Agency and BCDA that there was no fault or negligence on the part of the Security Agency's security guard; provided, however, that such loss or damage is not attributable to BCDA. This stipulation does not apply in the following cases:

7.17.1. If the loss or damage occurred in an enclosed room or compartment to which the security guard of the Security Agency has no access, except when doors/windows/locks/walls are broken or destroyed to gain entry; and

7.17.2. If the property (being guarded), lost or damaged, was kept in storage and/or has not been properly turned-over to the Security Agency.

7.18. BCDA shall neither deduct its claim for losses and/or damages from the payments to be made to the Security Agency for guard services, nor withhold payment to the Security Agency without prior notice except for non-compliance with the Security Agency's obligations as provided under paragraphs 7.17 and 7.19 of Article VIII hereof.

7.19. The Security Agency shall not be liable for losses and/or damages due to:

7.19.1. Fortuitous events or force majeure beyond the control of the security guards to prevent despite exercise of due diligence; provided that the same is reported to BCDA within twenty-four (24) hours from

occurrence thereof so that BCDA can verify the same. For this purpose, fortuitous events or force majeure shall mean any of the following:

- a. Acts of war or the public enemy whether war be declared or not;
- b. Public disorders, insurrection, rebellion, sabotage or violent demonstrations;
- c. Fires, earthquakes, volcanic eruption or other destructive natural calamities; and
- d. Any other event which under Philippine law is defined as force majeure and/or fortuitous event.

VIII. QUALIFICATIONS OF THE SECURITY AGENCY:

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

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

8.3. The Security Agency must be certified by the Supervisory Office on Security and Investigation Agencies (SOSIA), PNP that the Security Agency has no pending case. The original copy of the certification shall be presented to the BCDA during the Post-Qualification Inspection.

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

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

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

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

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

8.6.3. Maintain E-files of 201 Records and DTRs of deployed security officers, security guards, relievers and security escorts.

8.6.4. Communicate with SMD, BCDA through the Internet.

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

8.8. The Security Agency must have a pool of duly licensed protective agents who are capable and properly equipped to provide covert security coverage to VIPs or BCDA staff or employees who are under constant threat or intimidation while in the course of performing their respective jobs;

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

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

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

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

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

IX. QUALIFICATIONS OF THE SECURITY OFFICERS / GUARDS:

9.1. Qualifications of the **Security Officers** (to be deployed as Detachment Commander, Assistant Detachment Commander, Shift-In-Charge):

9.1.1. Must have satisfied the basic qualifications required in Section 4 of Republic Act No. 5487 as amended (An Act Governing the Organization and

Management of Private Security Agencies, Company Guards Forces and Government Security Forces);

9.1.2. Must possess a valid Security Officer's License;

9.1.3. Male or female and at least five (5) feet and seven (7) inches in height for male and five (5) feet and five (5) inches in height for female;

9.1.4. Preferably not less than twenty-one (21) years old but not more than fifty (50) years old upon acceptance or deployment;

9.1.5. Must possess a valid LTO Professional Driver's License;

9.1.6. Knowledgeable on Microsoft/Google Applications;

9.1.7. Knowledgeable of CCTV operations;

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

9.1.9. Must possess the necessary clearances from Brgy, PNP, NBI, and Court Clearances, Neuro-Psychiatric Test, Drug Test and Medical Clearance (fit to work).

9.2. Qualifications of the **Security Guards** to be deployed:

9.2.1. Must have satisfied the basic qualifications provided in Section 2 and 3 of Republic Act No. 5487 as amended (An Act Governing the Organization and Management of Private Security Agencies, Company Guards and Government Security Forces);

9.2.2. Must possess a valid PNP-SOSIA Security Guard's License;

9.2.3. Male or Female and at least five (5) feet and five (5) inches in height for male; five (5) feet and two (2) inches in height for female;

9.2.4. Possess the necessary clearances from Barangay, PNP, NBI, and Court Clearances, Neuro-Psychiatric Test, Drug Test, and Medical Clearance (fit to work);

9.2.5. Must have undergone training on first aid and life saving techniques or is willing to undergo similar training within the duration of the contract.

9.3 The Security Agency shall submit bio-data and work employment record with corresponding description of expertise and experience of the nominated Detachment Commander; Assistant Detachment Commander, Shift-In-Charge

and Security Guards for review by BCDA. Acceptance or denial of the nominated Security Officers and Guards shall be determined by SMD, BCDA.

9.4 Likewise, the Security Agency shall submit to BCDA, the 201 files of all deployed security officers and guards to include Personal Data Sheet; copies of Security Licenses; Certificates of Completion of Training for Security Officers/Guards; Brgy, Police, NBI and Court Clearances, and Results of Neuro-Psychiatric, Drug Tests, Medical Clearance (fit to work).

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

X. CONCEPT PLAN AND COMPREHENSIVE SECURITY PLAN:

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

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

XI. PAY RATE OF SECURITY GUARDS AND WAGE ADJUSTMENT:

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

11.2. The Security Agency must ensure and/or guarantee the timely release and/or disbursement of the salaries of the security officers/guards every 5th and 20th day of the month.

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

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

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

1.6. BCDA has the right to demand from the Security Agency proof of compliance of its obligations under sub-clauses 12.1 to 12.4.

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

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

11.7.2. 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.

11.8. Consistent with the requirements of Executive Order No. 398 dated 12 January 2005, the Security Agency shall pay taxes in full and on time, and as proof thereof submit regularly the following:

11.8.1. A copy of the latest income and business tax returns duly stamped and received by the Bureau of Internal Revenue (BIR) and duly validated with the tax payments made thereon; and

11.8.2. A valid BIR Tax Clearance.

11.9. The Security Agency’s failure to submit afore-cited proofs of payment of taxes shall entitle BCDA to suspend payment of the Security Agency’s billings.

XII. POSTING OF PERFORMANCE AND WAGE SECURITIES:

12.1. Performance Security

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

12.2. Wage Security

12.2.1. Similarly, to answer for the wages due the security guards should the Security Agency fail to pay the same, the Security Agency must post a

wage security in favor of BCDA equivalent to three (3) months' cost of labor in the AOR.

12.2.2. 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.

12.3. Adjustment of Performance and Wage Securities

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

XIII. MEDICAL AND RISK INSURANCE:

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

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

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

XIV. CONFIDENTIALITY CLAUSE:

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

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

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

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

XV. PENALTY CLAUSE:

15.1 The Security Agency, Security Officers and Security Guards shall be penalized for failure to comply with the provisions of this TOR based on the Table of Offenses and Penalties below and other applicable provisions of RA 5487 and RA 11917 as amended.

TABLE OF OFFENSES AND PENALTIES		
NR	OFFENSES	PENALTIES
SECURITY AGENCY		
1	<p>Non-compliance with any of the following mandatory requirements/specifications:</p> <p>a. The Security Agency shall guarantee that each security officer/guard receives a pay rate not lower than the minimum wage rate and other remuneration and benefits as provided for in the Philippine Labor Code and the Wage Orders officially issued by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO).</p> <p>b. The Security Agency must ensure and/or guarantee the timely release and/or disbursement of the salaries of the security guards not later than every 5th and 20th day of the month;</p> <p>c. The Security Agency shall regularly provide each security officer/guard a copy of his/her official pay slip every 5th and 20th 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 Security Agency shall timely and regularly remit all obligations (Amount to Government in Favor of Guard as indicated in the PADPAO Wage Order) for SSS, Phil-Health, Pag-Ibig, and other mandatory remittances as deducted from</p>	<p>For specification 1a:</p> <p>First Offense:</p> <ul style="list-style-type: none"> • Termination of the Contract <p>For specification 1b, c & d:</p> <ul style="list-style-type: none"> • First Offense: Penalty of P5,000.00 per individual complaint per pay period; deductible from the succeeding SA Billings. • Second Offense: Penalty of P10,000.00 per individual complaint per pay period; Deductible from the succeeding SA Billings.

	the pay and allowances of the security guards and officers not later than the 15th day of the following month.	<ul style="list-style-type: none"> • Third Offense: Termination of the Contract
2	Falsification of reports, Daily Time Record, payroll and other documents submitted to BCDA.	Termination of the Contract
3	Unauthorized disclosure of Confidential Information/Document of BCDA by the Security Agency (SA) or anybody among the deployed Security Guards.	<p>a. Termination of the Contract;</p> <p>b. Filing of civil case against the SA for the determination of its liabilities</p>
4	Loss of company/client property due to negligence of the Security Guards	<p>a. Cost as determined by the result of the joint investigation conducted by BCDA and SA;</p> <p>b. Deduction of P3,000.00 per incident from SA billing.</p>
5	Illegal dumping of garbage and waste materials	<p>a. SA shall shoulder the cost of garbage removal;</p> <p>b. Deduction of P1,000.00 per incident from SA billing</p>
6	Illegal construction of new structures	<p>a. Cost of demolition for failure to demolish the structure within 3 days;</p> <p>b. Deduction of P20,000 from SA billing as penalty for failure to demolish same within 3 days</p>
7	Illegal improvements and/or expansions on existing structures	<p>a. Cost of demolition for failure to demolish the extension within 3 days</p> <p>b. Deduction of P20,000 from SA billing as penalty for failure to demolish it within 3 days</p>
8	Illegal repairs on existing structure	<p>a. Cost of demolition for failure to demolish the repair within 3 days</p> <p>b. Deduction of P20,000 from SA billing as penalty</p>

		for failure to demolish it within 3 days
9	Posting of guard on straight duty (2 consecutive duties)	Deduction of P1,000.00 per guard from SA billing.
10	Failure to provide the required number of firearms, vehicles and radio equipment at the start of the contract	1 st Offense: Notice of Non-Compliance;
11	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 SA billing;
12	Non-availability or discovery of unserviceable 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
13	Unmanned Post and/or Undermanned Post	Deduction of P500.00 per day per post from SA billing;
14	Non-availability or discovery of unserviceable other equipment during the conduct of daily or random inspection.	Deduction of P500.00 per day per item from SA billing;
SECURITY GUARDS		
15	Guard found sleeping on post	Deduction of P300.00 per guard from SA billing
16	Accidental and/or indiscriminate firing of weapon by guard	Outright termination of guard's duty with BCDA;
17	Guard found under the influence of liquor while on duty	a. Suspension from duty (RA 5487 Provisions).
18	Abandoning of post	

		<p>b. Following the due process, the SA must conduct immediate investigation and impose appropriate sanction against the erring guard.</p> <p>c. Deduction of P500.00 per guard from SA billing.</p>
19	Guards found guilty of vandalism, theft and pilferage of BCDA properties	a. Outright termination of the guard's duty with BCDA
20	Act of disrespect and other forms of discourtesies committed by the guards against BCDA officials & employees, visitors and co-workers	b. Following due process, the SA must conduct immediate investigation and impose appropriate sanction against the erring guard.
21	Guards found in possession of prohibited drugs or are found positive of the same	c. Deduction of P1,000.00 per guard from SA billing.

XVI. DURATION AND EXTENSION OF CONTRACT:

16.1. The Security Agency shall provide security services to BCDA for a contract period of six (6) months, the contract will commence either on 02 January 2025 or upon the issuance of the NTP and may be extended as warranted subject to the provision of R.A. 9184 and its revised IRR and related issuance of GPPB, results of the PEI of the Security Agency, exigency of service, availability of funds, and upon mutual agreement of the parties.

16.2. It is understood that the BCDA may exercise its right to either extend or terminate the contract based on the results of the Performance Evaluation and Inspection (PEI) for the preceding semester and/or the security threat/risk assessment for the last six (6) months.

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

16.4. The conduct of Performance Evaluation and Inspection of the Security Agency shall be conducted by a 5-man Committee headed by the SVP for

Corporate Services Group or the Head, SMD; one (1) Security Officer from SMD as member/recorder, and three (3) other members from other Departments duly authorized by PCEO, BCDA. The PSEI Report of the Committee shall serve as basis for either the termination or renewal of the contract for another one (1) year or until the final three (3)-year period shall have been completed in accordance with Government Procurement Policy Board (GPPB) implementing rules and regulations.

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

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

XVII. TERMINATION:

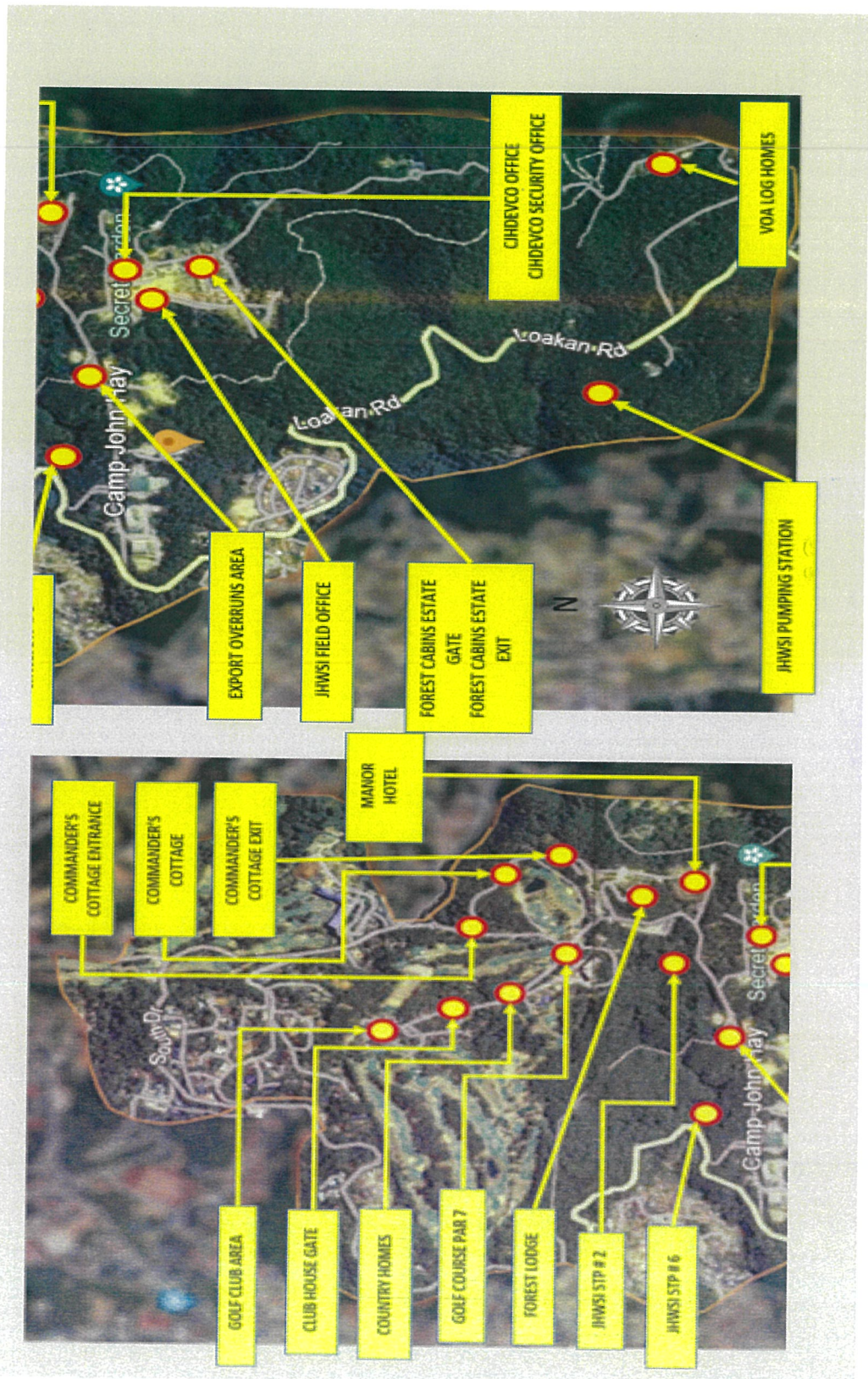
17.1. Either party may, at any given time, terminate the Contract for breach of any of the provisions thereof and other legal causes by serving a written notice to the other party at least thirty (30) days before the intended date of termination.

LIST OF ANNEXES:

- Annex A - Security Guard Requirements
- Annex B - Location Map of Security Posts
- Annex C - Standard Equipment Requirements
 - Basic Equipment for Disaster and Emergency Response
 - Specifications of Special Equipment/Services Requirements
- Annex D - PADPAO Wage Rates Computation 2024 and 2025

ANNEX A

Proposed BCDA Post for 50 Security Guards for Camp John Hay	MANNING	
	<i>Day Shift</i>	<i>Night Shift</i>
Club House Gate	1	1
Commander's Cottage Entrance	1	1
Commander's Cottage Exit	1	1
Forest Cabin Estates Gate	1	1
Forest Cabin Estates Exit	1	1
Golf Club Area	2	2
Commanders Cottage	1	1
Country Homes	1	1
CJHDevCo Office	1	1
CJHDevCo Security Office	1	1
VOA Log Homes	1	1
Export Overruns Area	1	1
Manor Hotel	2	2
Forest Lodge	2	2
Golf Course (Par 7)	1	1
JHWSI Pumping Station	2	2
JHWSI Field Office	1	1
JHWSI STP # 2	1	1
JHWSI STP # 6	1	1
Detachment Commander	1	0
Asst. Detachment Commander	0	1
Patrol	1	1
Total Identified Posts	22	
Revised Total Manning	25	25
RELIEVER	10 SG	



STANDARD EQUIPMENT REQUIREMENTS			
ITEM/DESCRIPTION	QTY	UNIT	REMARKS
COMMUNICATION EQUIPMENT:			
Base Radio with complete accessories, antenna and repeater system	2	Sets	One (1) set at Detachment Hqs; one (1) set for the 4-wheeled vehicle; Ready for inspection during Post-Qualification
Handheld Radio Sets (including battery):			
- For issue to the guards on duty	25	Sets	Ready for inspection during Post-Qualification
- Reserves	10	Sets	Ready for inspection during Post-Qualification
Battery charger for handheld radios	25	Sets	Ready for inspection during Post-Qualification
Extra rechargeable batteries for handheld radios	25	Pcs	Ready for inspection during Post-Qualification
VEHICLES:			
4X4 Utility Pick-up w/ beacon lights and fuel support	1	unit	Ready for inspection during Post-Qualification. Must be marked with SECURITY on its sides and tailgate and must not be more than three (3) year old during time of deployment to AOR V
All Terrain Motorcycle minimum 150 CC (or equivalent) with fuel support	2	units	Must be marked with SECURITY and ready for inspection during Post-Qualification
FIREARMS:			
9mm Pistol for issue to SG on Duty	25	Pcs	Ready for inspection during Post-Qualification
9mm Pistol as reserves	5	Pcs	Ready for inspection during Post-Qualification
Shotgun for issue to SG on Duty	5	Pcs	Ready for inspection during Post-Qualification
Shotgun as reserves	2	Pcs	Ready for inspection during Post-Qualification
OTHER STANDARD EQUIPMENT:			
Computer with printer with Internet capability	1	Set	(1) Monthly billing for Internet shall be charged against Security Agency; (2) Must be operational one (1) month after assumption and (3) Ready for inspection during Post-Qualification
Mobile Phone	1	Unit	Minimum of 300 pesos load monthly shall be charge to security agency, Ready for inspection during Post-Qualification
Digital Camera (at least 15 megapixel)	2	Pcs	Ready for inspection during Post-Qualification
Body Camera with night vision capability	25	Pcs	Ready for inspection during Post-Qualification
Portable Metal Detector	12	Pcs	Ready for inspection during Post-Qualification

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	15	Sets	Ready for inspection during Post-Qualification
Megaphone with sling	4	Sets	Ready for inspection during Post-Qualification
Squad Tent (minimum capacity: 10 persons)	2	Pcs	Ready for inspection during Post-Qualification
Multi-purpose Rope (1/2-inch diameter x 20 meters)	10	Rolls	Ready for inspection during Post-Qualification
Rescue Stretcher	2	pcs	Ready for inspection during Post-Qualification
Detachment First Aid Kit	2	Sets	Ready for inspection during Post-Qualification
INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:			
Class A Uniform	50	Sets	Ready for inspection during Post-Qualification
Rain Coats	50	Sets	Ready for inspection during Post-Qualification
Rain Boots	50	Sets	Ready for inspection during Post-Qualification
Individual Medicine Kit (Betadine, Gauze, Alcohol & Band Aid)	50	Sets	Ready for inspection during Post-Qualification
Handcuff	50	pcs	Ready for inspection during Post-Qualification
Flash Light (LED type w/ battery)	50	pcs	Ready for inspection during Post-Qualification
Retractable Baton	50	pcs	Ready for inspection during Post-Qualification
Personal Protective Equipment (Reflectorized Vest)	50	pcs	Ready for inspection during Post-Qualification



PHILIPPINE ASSOCIATION OF DETECTIVE AND PROTECTIVE AGENCY OPERATORS (PADPAO), INC.
 12-H, 18th Avenue, Brgy. San Roque, Murphy, Quezon City
 Tel. Nos.: (02) 7-753-7688
 E-mail Address: padpao_inc@yahoo.com.ph

Cost Distribution Per Month
Wage Order No. RBCAR - 22 - Cordillera Administrative Region (CAR)
Effective February 01, 2024

Days worked per week No. of days/year	7 days	
	396.00 8 hrs work/day	396.00 12 hrs work/day
Amount to Guard		
New Daily Wage (DW)	P 430.00	P 430.00
Ave Pay/ Month (DW x no. of days per yr/12)	14,190.00	14,190.00
Night Differential Pay (Ave. Pay/mo. X 10% x1/3)(x1/2)	473.00	709.50
13th Month pay (DW x 365 /12/12)	1,092.92	1,092.92
5 Days Incentive Pay (DW x 5/12)	179.17	179.17
Uniform Allowance (R.A 5487)	100.00	100.00
Overtime Pay	-	8,997.39
	P 16,035.09	P 25,268.98
Amount to Gov't. In Favor of Guard		
Retirement Benefit (R.A. 7641)(DW X 22.5 / 12)	P 806.25	P 806.25
SSS Premium (January 2023)	* 1,425.00	* 1,900.00
SSS - WISP (Workers' Investment Savings Program)	-	380.00
Philhealth Contribution (January 2024)	* 354.75	* 354.75
State Insurance fund	30.00	30.00
Pag-Ibig Fund	200.00	200.00
	P 2,816.00	P 3,671.00
A. TOTAL AMOUNT TO GUARD & GOV'T.	18,851.09	28,939.98
B. AGENCY FEE		
Administrative Overhead	4,524.92	6,534.39
C. VALUE ADDED TAX (Agency fee x 12%VAT-RMC-039-2007)	542.99	784.13

MINIMUM CONTRACT RATE
 P 23,919.00 P 36,258.50

Areas Covered: Baguio & La Trinidad, Benguet, Tabuk City, Kalinga

Overtime Computation

Overtime 7 Days		
Rate per hour (430/8)	53.75	
Regular Days (53.75 X 125% X 294 X 4)		79,012.50
Regular Holidays (53.75 X 200% X 12 X 4)		6,708.00
Sundays / Rest Days (53.75 X 169% X 52 X 4)		18,894.20
Special Days, Rest Days (53.75 X 195% X 8 X 4)		3,354.00
		107,968.70
Divided by:		12
Overtime Pay (4) hours/day		<u>8,997.39</u>

NOTE:

- In compliance to the new salary bracket coverage of SSS in accordance to their Memorandum Circular No. 2022-033 effective January 1, 2023. (SSS contribution plus WISP)
- Effective January 1, 2024, Philhealth shall implement the new premium schedule for all Direct Contributors as stipulated in Section 10 of the RA No. 11223 or the Universal Health Care (UHC) Act of 2019.

3. Total 10% Night differential pay should be paid to night shift guards amounting to P 1,419.00
 8 hrs at 473.00 x 3 = P 1,419.00
 12 hrs at 709.50 x 2 = P 1,419.00

4. For Those Using Separate Cost Breakdown for Day & Night Shift Breakdown the total amount of the 10% ND Pay (P 1,419.00) should be included only in the NIGHT SHIFT Cost Breakdown

COMMITTEE ON PADPAO RATE COMPUTATION

RAMON D. BERGADO
 President

MANUEL P. ESPEJO
 Executive Vice-President

ROGER M. FEDEREZO
 Treasurer

SUSAN S. GERVASIO
 Secretary

HELEN C. AQUINO
 Auditor

**SPECIFICATIONS OF SPECIAL EQUIPMENT
AOR V**

1. CCTV SYSTEM (16 Channels)

a. The Security Agency must be able to provide a 16-channel CCTV System with 16 cameras (including 4 wireless cameras that may be configured into two sets:

(1) *Four (4) wireless cameras to be installed at the Main Access Areas of the CJHDEVCO Compound with IP connection to a CCTV set/monitor at the Security Office previously occupied by CJHDEVCO Security.*

(2) *Twelve (12) cameras to be installed at other pre-determined areas to be identified later after the completion of the turn over with LAN or IP connection to a CCTV set/monitor at the Security Office previously occupied by CJHDEVCO Security;*

b. The four (4) wireless cameras to be installed at the basement shall have WIFI and SD Card IP HIKVision NVC-711WD with specifications not lower than the following:

- (1) IP wireless camera device with WIFI and SD Card designed for network video surveillance application;
- (2) With OSD control, full function model;
- (3) OEM;
- (4) Compression: H.264 Baseline Profile Level 2.2;
- (5) Storage: SD Card, Max 5G (optional);
- (6) Pan Range: 360 degrees (continuous);
- (7) Tilt Range: 90 Degrees;
- (8) Presets: 128 Presets, can be labeled with editable title;
- (9) Cruise Section: 5 pcs;
- (10) Protocol: Sony, Hitachi, CNB, LG.

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

d. Specifications for other CCTV cameras to be installed:

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

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

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

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

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

(6) At least 1/4 of the number of installed cameras can pan tilt and zoom and can be controlled by the operator manning the CCTV room;

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

(8) Built-in DDNS domain address;

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

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

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

(12) Water Proof (for outdoor camera);

(13) Size of TV Monitor 01 32 inches;

(Note: The 16 channels/cameras as stated herein shall be modified later depending on the required number of channels needed in a particular area where the cameras shall be installed);

2. K-9 SERVICE:

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

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

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

- Friendly;

3. BACKGROUND INVESTIGATION (BI)

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

b. Requirements:

- (1) Validation of submitted documents to include the following:
 - Diploma and other school records submitted;
 - Birth Certificates;
 - Employment Records;
 - Clearances:
 - NBI
 - PNP (Local and National)
 - Court Clearance
 - Barangay
 - Result of Drug Test
- (2) Interview of at least two (2) character references given by the person;
- (3) Interview of at least two (2) persons, either neighbors or former co-worker (not given by the person);

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 Forms: Goods and Services for Ongoing and Completed Contracts

SF-G&S-19A

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

Business Name : _____
 Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name 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 Forms: 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.

Section X. Schedule of Bidding Activities

PROCUREMENT OF ADDITIONAL FIFTY (50) SECURITY GUARDS

No.	ACTIVITIES	DATE/SCHEDULE (2024)	
1	Pre-Procurement Conference	October 28, 2024	
2	Posting / Publication (Website, PhilGEPS, and BCDA Premises)	October 30, 2024	
3	Issuance of Bid Documents	October 30, 2024 to November 19, 2024	
4	Pre-Bid Conference	1:00 PM, November 07, 2024	
5	Site Inspection	November 09, 2024	
6	Deadline for Request for Clarification, if any	5:00 PM, November 09, 2024	
7	Issuance of Bid Bulletin, if any	October 15, 2024	
8	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	9:00 AM, November 19, 2024	
9	Opening of the ff: Eligibility Requirements and the Financial Proposal	10:00 AM, November 19, 2024	
10	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)*	November 20, 2024	November 25, 2024
11	Presentation of Detailed Evaluation Results*	November 25, 2024	
12	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification*	November 25, 2024	
13	Post Qualification on the Bidder with LCB or succeeding LCB (if any)*	November 26, 2024	November 29, 2024
14	Determination of the Bidder with the Lowest Calculated and Responsive Bid (LCRB) and issuance of BAC Resolution recommending LCRB*	December 02, 2024	
15	Approval of BAC Resolution declaring LCRB and Notice of Award*	December 06, 2024	
16	Issuance of Notice to Proceed*	on or before December 16, 2024	

**subject to change*

