

**CONTRACT FOR THE PROCUREMENT OF  
SECURITY SERVICES FOR THE INTERNATIONAL  
CABLE LANDING STATIONS AND REPEATER STATIONS**

**THE PUBLIC IS INFORMED:**

This Contract is executed between:

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers, created by virtue of Republic Act (RA) No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> St. corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its Executive Vice President, **AILEEN ANUNCIACION R. ZOSA**, who is duly authorized for this purpose under the BCDA's Manual of Approval approved by the BCDA Board of Directors on 22 November 2017, as evidenced by Secretary's Certificate dated 14 March 2018, which is attached hereto as **Annex "A"**, hereinafter called as the **"BCDA"**;

-and-

**Dark Horse Security Agency, Inc.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 317 3F Williams Hotel, Timog Avenue, South Triangle, Quezon City, represented herein by its Authorized Representative, **MR. JASPER LLEWELLYN Z. SY** as evidenced by its Secretary's Certificate, a copy of which is attached hereto as **Annex "B"**, hereinafter called as the **"Supplier"**.

BCDA and the Supplier are collectively referred to as the "Parties" and individually as a "Party".

**ANTECEDENTS:**

On 08 December 2016, BCDA and the Department of Information and Communications Technology (DICT) executed a Framework Agreement to collaborate and jointly undertake the Luzon Bypass Infrastructure (LBI) Project, primarily for the purpose of: (1) constructing, maintaining, and operating the Luzon Bypass Infrastructure (LBI); (2) facilitate the exchange usage of the LBI for connectivity to the rest of the world in an effort to drastically lower the cost of government connectivity; (3) make available a free, ultra-high speed internet connectivity to government users as well as BCDA zones; and (4) consolidate and link various government agencies through a single information network.

The LBI Project is a component of the National Broadband Plan being implemented by DICT, which aims to establish a national backbone to provide connectivity to government offices as one of DICT's vital strategies in building and enhancing digital infrastructure in the Philippines, which includes the National Fiber Backbone Project Phase 1 (NFBP Ph 1).

On 29 December 2020, BCDA and DICT executed a Memorandum of Agreement (MOA) to allow DICT to entrust, set and assign its authority to procure the NFBP Ph 1 and the closely related projects and/or undertakings, to BCDA. BCDA has

accepted the task, and will be compensated of its services and reimbursed of any costs it may incur in performing its duties under the MOA.

BCDA has conducted a competitive bidding for the procurement of Security Services for the International Cable Landing Stations and Repeater Stations.

The Supplier has been determined to have complied with the eligibility requirements, and is responsive to all the requirements of the Project and the conditions as specified in the bidding documents.

BCDA is desirous that the Supplier execute the **Contract for the Procurement of Security Services for the International Cable Landing Stations and Repeater Stations** and BCDA has accepted the Bid for **Seven Million Six Hundred Twenty Three Thousand Four Hundred Eighty Two and 45/100 (Php 7,623,482.45)** by the Supplier for the execution and completion of such Services and the remedying of any defects therein.

**ACCORDINGLY**, the Parties agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of the Agreement, to wit:
  - a. General Conditions of Contract;
  - b. Special Conditions of Contract;
  - c. Terms of Reference;
  - d. Security Plan;
  - e. Schedule of Requirements;
  - f. Technical Specifications;
  - g. Invitation to bid;
  - h. Instruction to Bidders;
  - i. Bid Data Sheet;
  - j. Addenda and/or Supplemental/Bid Bulletins, if any;
  - k. Bid form, Supplier's Bid, including the Technical and Financial Proposals, and all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the BCDA's bid evaluation;
  - l. Eligibility requirements, documents and/or statements;
  - m. Performance Security;
  - n. Notice of Award of Contract and the Supplier's conforme thereto; and
  - o. Other contract documents that may be required by existing laws and/or the BCDA. Additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of this Contract.
3. In consideration for the sum of **Seven Million Six Hundred Twenty Three Thousand Four Hundred Eighty Two and 45/100 (Php 7,623,482.45)** or such other sums as may be ascertained, **Dark Horse Security Agency, Inc.**


agrees to the **Contract for the Procurement of Security Services for the International Cable Landing Stations and Repeater Stations** in accordance with its Bid.

BCDA agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

**SIGNED by the Parties** on MUN 30 2021 in Taguig City, Philippines.

**BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**

By:


  
**AILEEN ANUNCIACION R. ZOSA**  
Executive Vice President


**DARK HORSE SECURITY AGENCY, INC.**

By:

  
**JASPER LLEWELLYN Z. SY**  
Authorized Representative

Signed in the Presence of:

  
**EMMANUEL REY R. CAINTIC**  
Undersecretary for Digital  
Philippines, Department of  
Information and Communications  
Technology

  
**MA. TEODORA I. ROJO**  
Administrative Assistant

*MS*

*ere*

**ACKNOWLEDGMENT**

Republic of the Philippines)  
Taguig City ) ss.


**BEFORE ME**, a Notary Public for and in Taguig City, personally appeared:

NAME	IDENTIFICATION DOCUMENT	DATE OF EXPIRY AND PLACE OF ISSUE
AILEEN ANUNCIACION R. ZOSA	P0189020B	09 Jan 2029 DFA Manila
JASFER LLEWELLYN Z. SY	N04-06-011240	10 Jan 2023 LTO

who are personally known to me and who represented to me that they are the same persons who signed and executed the foregoing Contract and acknowledged to me that the same is their free and voluntary act and deed, as well as of the entities herein represented.

**SIGNED AND SEALED** on JUN 30 2021 in Taguig City, Philippines.

Doc No. 478  
Page No. 87  
Book No. 35  
Series of 2021.

  
**ATTY. EDUARDO P. BAROT**  
 Notary Public for Taguig, RoH No. 36248  
 Commission No. 3 Until December 31, 2022  
 PTR No. 4578428/01.04.21/Mandaluyong City  
 IBP Lifetime Member No. 013895/06.02.15/ RSM  
 MCLE Compliance No. VI-0007875 /04.14.22/  
 3/F Bonifacio Technology Center 31st Street  
 Corner 2nd Avenue Crescent Park West  
 Global City Taguig City, Philippines











REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION  
LAND TRANSPORTATION OFFICE  
PROFESSIONAL DRIVER'S LICENSE



Last Name, First Name, Middle Name

SY, JASPER LLEWELLYN ZE

Nationality	Sex	Date of Birth	Weight (kg)	Height(m)
PHL	M	1988/01/10	48	1.57

Address  
30 6TH AVE AGNO ST GRACE PARK CALOOCAN  
CITY

License No.	Expiration Date	Agency Code
N04-06-011240	2023/01/10	N05

Steady Type

Eyes Color

BROWN

Restrictions

Conditions

1,2

NONE

Signature of Licensee

EDGAR C. CALVANTE  
Assistant Secretary

CONTRACT FOR THE

**PROCUREMENT OF SECURITY SERVICES FOR  
THE INTERNATIONAL CABLE LANDING  
STATIONS AND REPEATER STATIONS**



**ANNEX A**  
**Secretary's Certificate of BCDA**



## SECRETARY'S CERTIFICATE

Republic of the Philippines)  
Taguig City ) SS.

I, **ELVIRA V. ESTANISLAO**, of legal age, being the Corporate Secretary of the Bases Conversion and Development Authority (BCDA), with office address at the 2/F Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, do hereby certify that on the occasion of the 504<sup>th</sup> Regular BCDA Board Meeting held on 22 November 2017 with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously approved the following resolution:

### Resolution No. 2017-11-183

"Resolve, as it is hereby resolved, that the revised BCDA Manual of Approvals be, as it is hereby APPROVED."


IN WITNESS WHEREOF, I have hereunto affixed my signature this 23<sup>rd</sup> day of June 2021.



**ELVIRA V. ESTANISLAO**  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this JUN 24 2021 at Taguig City, Philippines, by Atty. ELVIRA V. ESTANISLAO who exhibited to me her Passport No. P6212014A, issued at the City of Manila on 28 February 2018 and valid until 27 February 2028.

Doc. No. 367  
Page No. 75  
Book No. 02  
Series of 2021.

  
ATTY MARICEL C. CORONACION-SANTOS  
NOTARY PUBLIC FOR AND IN TAGUIG CITY  
NOTARIAL COMMISSION UNTIL DECEMBER 31 2021  
ROLL OF ATTORNEYS NO. 81816  
IBP NO. 1492918 1-07-2021 RIZAL  
PTR NO. A-000446 1-07-2021 TAGUIG CITY  
MCLE COMPLIANCE NO. VI-0014157 05 NOV 2018

*Purpose: Attachment of the contract for the Procurement of Services, Supplies, and Equipment for the International Cable Landing Stations (ICLS), Repeater Station Facilities (RFS), and Luzon Bypass Infrastructure (LBI) Operations - Lot D (Security Services of International Cable Landing and Repeater Station)*  
SC2021-082  
YB2021-0200



# ANNEX B

## Secretary's Certificate of Dark Horse



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## SECRETARY'S CERTIFICATE

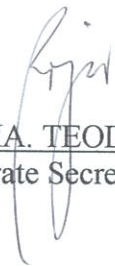
I, **MA. TEODORA I. ROJO**, Single, Filipino citizen, of legal age, and with office address at Rm. 317 Sir William's Hotel Timog Ave., South Triangle, Quezon City, after having sworn to in accordance with law, hereby depose and say, that:

I am the duly elected and incumbent Corporate Secretary of **DARK HORSE SECURITY AGENCY INC.**, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, and with principal office address, Rm. 317 Sir William's Hotel Timog Ave., South Triangle, Quezon City,

At a special meeting of the Board of Directors of the Corporation, held on June 3, 2021 at our principal office stated above, during which a quorum was present and acting throughout, the following resolution was unanimously approved and adopted, to wit:

**RESOLVED** that **MR. JASPER LLEWELLYN Z. SY**, General Manager of Dark Horse Security Agency Inc., is hereby empowered and authorized to represent the company and to sign and execute the contract for the Procurement of Supplies, Services, and Equipment for the International Cable Landing Stations, Repeater Stations Facilities, and Luzon Bypass Infrastructure Operation of the Bases Conversion and Development Authority.

**IN WITNESS WHEREOF.** I have hereunto set my hand this 3rd day of June 2021 at Quezon City

  
ROJO, MA. TEODORA  
Corporate Secretary

### ACKNOWLEDGEMENT

**QUEZON CITY 03 JUN 2021**

**BEFORE ME A NOTARY PUBLIC** for and in the City of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared **MS. MA. TEODORA I. ROJO** with Tax Identification Card No. 330-132-040-000 issued at Quezon City on August 2, 2016, known to me and to me known to be the same person who executed the foregoing and acknowledged to me that the same are his free act and voluntary deed.

# GENERAL CONDITIONS OF CONTRACT

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## 1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
  - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) “GCC” means the General Conditions of Contract contained in this Section.
  - (f) “SCC” means the Special Conditions of Contract.
  - (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
  - (h) “The Procuring Entity’s country” is the Philippines.
  - (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
  - (j) The “Funding Source” means the organization named in the SCC.
  - (k) “The Project Site,” where applicable, means the place or places named in the SCC.
  - (l) “Day” means calendar day.
  - (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
  - (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of

grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

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

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or

international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

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

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

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

### **4. Governing Law and Language**

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

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

### **5. Notices**

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



effective when delivered and duly received or on the notice's effective date, whichever is later.

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

## 6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

## 7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## 8. Procuring Entity's Responsibilities

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

## 9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation

during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## **10. Payment**

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

## **11. Advance Payment and Terms of Payment**

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

- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
  - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
  - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
  - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

## **12. Taxes and Duties**

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

## **13. Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **14. Use of Contract Documents and Information**

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### **15. Standards**

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

#### **16. Inspection and Tests**

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

- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, or the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provide otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the

Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the

Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Liability of the Supplier**

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

### **23. Termination for Default**

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



Supplier's performance security and award the same to a qualified Supplier.

## **24. Termination for Insolvency**

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

### **Termination for Convenience**

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

## **25. Termination for Unlawful Acts**

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

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

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

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

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

**27. Assignment of Rights**

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

**28. Contract Amendment**

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

**29. Application**

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



# SPECIAL CONDITIONS OF CONTRACT

**SPECIAL CONDITIONS OF CONTRACT**

GCC Clause													
1.1(g)	The Procuring Entity is the Bases Conversion and Development Authority (BCDA).												
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .												
1.1(j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through the downloaded funds from the Department of Information and Communications Technology in the amount of Thirty Million Six Hundred Thousand Pesos (Php 30,600,000.00) for the period of One (1) Year, inclusive of all applicable taxes, fees and other charges.</p>												
1.1(k)	<p>The project Sites are the following:</p> <p>For Lot A, the Project Site is the Luzon Bypass Infrastructure route traversing La Union, Pangasinan, Nueva Ecija and Aurora.</p> <p>For Lots B, C and D, the project sites are the following:</p> <table border="1" data-bbox="454 1207 1323 1932"> <thead> <tr> <th colspan="2" data-bbox="454 1207 1323 1333">Cable Landing Stations (CLS)</th> </tr> </thead> <tbody> <tr> <td data-bbox="454 1333 519 1459">1.</td> <td data-bbox="519 1333 1323 1459">Baler CLS: Aurora Trading Center, Baler, Aurora</td> </tr> <tr> <td data-bbox="454 1459 519 1575">2.</td> <td data-bbox="519 1459 1323 1575">San Fernando CLS: Poro Point, San Fernando, La Union</td> </tr> <tr> <th colspan="2" data-bbox="454 1575 1323 1690">Repeater Stations (RS)</th> </tr> <tr> <td data-bbox="454 1690 519 1816">1.</td> <td data-bbox="519 1690 1323 1816">Pantabangan RS: Brgy. Marikit, Pantabangan, Nueva Ecija</td> </tr> <tr> <td data-bbox="454 1816 519 1932">2.</td> <td data-bbox="519 1816 1323 1932">San Jose RS: Brgy. Tulat, San Jose City, Nueva Ecija</td> </tr> </tbody> </table>	Cable Landing Stations (CLS)		1.	Baler CLS: Aurora Trading Center, Baler, Aurora	2.	San Fernando CLS: Poro Point, San Fernando, La Union	Repeater Stations (RS)		1.	Pantabangan RS: Brgy. Marikit, Pantabangan, Nueva Ecija	2.	San Jose RS: Brgy. Tulat, San Jose City, Nueva Ecija
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2.1	No further instructions.										
5.1	<p>The Procuring Entity's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>										
6.2	<p>The Procuring Entity's address for Notices is:</p> <p>BCDA Corporate Center, 2<sup>nd</sup> Floor, Bonifacio Technology Center 31<sup>st</sup> St. corner 2<sup>nd</sup> Ave., Bonifacio Global City, Taguig City</p> <p>Tel. No. (632) 575-1700</p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p> <p>The Contract shall be issued in the form of the following:</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Form</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Contract with Framework Agreement</td> </tr> <tr> <td>B</td> <td>Contract</td> </tr> <tr> <td>C</td> <td>Framework Agreement Contract</td> </tr> <tr> <td>D</td> <td>Contract</td> </tr> </tbody> </table> <p>Delivery of the GOODS shall be made by the Supplier in accordance with the term specified in the Schedule of Requirements, RIRR of RA 9184, government accounting rules and regulations</p>	Lot No.	Form	A	Contract with Framework Agreement	B	Contract	C	Framework Agreement Contract	D	Contract
Lot No.	Form										
A	Contract with Framework Agreement										
B	Contract										
C	Framework Agreement Contract										
D	Contract										
10.4	Payment to the Supplier shall be made in Philippine Peso.										
10.5	Payment using LC is not allowed.										
11.3	<p>All accounts shall be payable with the following terms:</p> <p>Lot A - Quarterly Payment upon receipt and approval of contractors report</p> <p>Lot B - Quarterly payment upon receipt and approval of reports</p>										

	<p>Lot C - Payment shall be made within 15 working days after receiving the invoice from the supplier</p> <p>Lot D - Monthly payment upon submission of required documents per its Terms of Reference</p> <p>All payments are subject to existing accounting and auditing rules and regulations</p> <p>All accounts are payable to the Supplier within thirty (30) working days from the BCDA's date of receipt of the billing statement.</p>
13.4(c)	No further instructions.
16.1	<p><b>As part of the post qualification</b></p> <p>1. Bidders shall submit the following:</p> <ul style="list-style-type: none"> <li>A. Latest Income and Business Tax Returns</li> <li>B. Original Eligibility Documents</li> <li>C. Other pertinent documents</li> </ul> <p>NOTE: The latest income and business tax returns are those within the <u>last six (6) months preceding the date of bid submission.</u></p> <p>2. Based on Sec. 29.3 of the ITB, BCDA reserves the right to inquire or secure a certification or any form of document from the bidders' clients attesting whether the bidder has rendered a satisfactory or unsatisfactory performance of their contracts.</p> <p>3. <b>For Lot D.</b> The Eligible bidder may submit an affidavit of Undertaking (Notarized) stating that the required Vehicles/Equipment is available during project implementation.</p>
17.4	No further instructions
19	<p>Per Section 3.1, Annex "D" of the RIRR of RA 9184, the supplier shall pay a rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind the contract, without prejudice to other courses of action and remedies open to it.</p> <p>In case of partial delivery, a liquidated damage in the amount of one tent (1/10) of one percent (1%) of the total value of the undelivered portion of the contract shall be deducted for each day of delay for failure of the contractor/supplier to make the delivery within the specified date of delivery.</p>

20.4	In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
21.1	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.





# TERMS OF REFERENCE

**TERMS OF REFERENCE (TOR)  
PROCUREMENT OF SECURITY SERVICES FOR THE  
INTERNATIONAL CABLE LANDING AND REPEATER STATIONS**

**I. Background of Item Being Procured**

General Overview of the Procurement Project

The Department of Information and Communications Technology (DICT) is in need of a SECURITY AGENCY that can provide the necessary and investigation services to protect and safeguard the properties and interests of the DICT, whose critical facilities are located at the following sites:

i. DICT Luzon Cluster 1

- International Cable Landing Station, California Ave., Barangay San Francisco, San Fernando City, La Union
- Repeater Station, Brgy. Cataguintingan, Rosario, La Union
- Repeater Station, Brgy. Poblacion, Sta. Maria, Pangasinan

ii. DICT Luzon Cluster 2

- International Cable Landing Station, ATC Compound, Brgy. Calabuanan, Baler, Aurora
- Repeater Station, Brgy. Tulat, San Jose City, Nueva Ecija
- Repeater Station, Brgy. Marikit, Pantabangan, Nueva Ecija

**II. Purpose of the Procurement**

The purpose of this procurement is to provide the 24/7 security and investigation services to protect and safeguard the properties and interests of the DICT's critical facilities.

**III. Mode of Procurement**

The mode of procurement is Public Bidding.

**IV. Nature of Procurement**

The nature of procurement is Goods and Services

## **V. Scope of Works**

The SECURITY AGENCY should be duly licensed in accordance with Republic Act 5487, as amended and recognized by the government, to render protective, detective and security service within the Philippines, including Metro Manila and has very satisfactory performance records from previous Offices served in safeguarding and protecting properties against theft, pilferage, robbery and other similar unlawful and destructive acts.

### **A. Responsibility Areas**

The SECURITY AGENCY shall diligently and faithfully serve the DICT in the provision of security services, as aforementioned, on a twenty four (24) hour per day basis including Saturdays, Sundays and Holidays and shall abide by the instructions of the DICT relative to such services. Security guards shall be posted and distributed in accordance with the NPF/NPCE/BNP Schedule of guards.

The SECURITY AGENCY shall undertake the following:

- a. Prepare a Security Plan on the monitoring of activities in all designated areas in the DICT which shall be presented to the management for final approval. Said plan shall form part of the CONTRACT;
- b. Provide guards who are in their proper uniforms or, in the case of the Supervising Guards, formally attired, per requirement of the DICT;
- c. Provide adequate firearms and ammunitions to each guard as well as, such equipment (e.g. CCTV) and paraphernalia (e.g. first aide kit) as maybe necessary in the discharge of their duties;
- d. See to it that all guards assigned to the DICT are at all times vigilant, honest, dependable and aware of their duty to protect lives and limbs of personnel and finally protect the properties of the DICT;
- e. Make sure that all guards remain courteous to all employees and guests to protect the proper image of the DICT;
- f. The Security Guard per station must conduct frequent inspection, day and night;
- g. Ensure that unauthorized persons are kept out of guarded premises;
- h. Guarantee peace and order within the guarded premises at all times;
- i. Make available, at all times, duly-licensed, trained and qualified reliever guards in case of the absence of any assigned guard, for the continuous uninterrupted security services in the DICT premises.

Make sure that the duty schedule of each Guard should not be more than Eight (8) hours;

- j. Change any guard who does not measure up to the standards or criteria of the DICT as soon as the SECURITY AGENCY is informed of the request for replacement, and conversely, not to change or replace any assigned guard without the consent of the DICT;
- k. Submit and surrender all record books used for monitoring and recording activities in the whole Building and those of the personnel. The designated Guard per station must submit monthly report to the FOO Cluster Director;
- l. To comply with all existing laws, rules and regulations relative to the operations of security agencies.

#### **B. General Conditions**

- a. The SECURITY AGENCY must be duly licensed by the Philippine National Police (PNP) – Supervisory Office for Security and Investigation Agency (SOSIA), registered and a member of PADPAO with proper operating permits and other statutory requirements. It must have an experience of at least five (5) years.
- b. The DICT, whenever necessary, may request for the reduction or increase in the number of security guards of the SECURITY AGENCY, as may be required, provided that due written notice thereof shall be served upon the SECURITY AGENCY, in which case, the corresponding adjustment in the compensation as prescribed herein, shall be paid by the DICT to the SECURITY AGENCY. The increase or decrease in the number of personnel may be done without the need of executing a supplemental agreement.
- c. The DICT, at all times, has the right to inspect the guards on detail at the premises and, at any time, request for the immediate replacement of any guard or guards assigned under the contract. Such request for replacement must always be in writing;
- d. That the SECURITY AGENCY shall be responsible for compliance to all government regulations in connection with the performance of its contractual obligations to the DICT OFFICE/FACILITIES, such as permits and licenses;
- e. The relationship of the SECURITY AGENCY to the DICT shall be that of an independent Contractor;
- f. The DICT have the right to give guards, either or through the SECURITY AGENCY, instructions regarding the performance of the duties assigned to them. Guard per station should undergo briefings

and training on how to operate equipment in the stations watch during brownouts or when natural catastrophic occur.

- g. In the occurrence of any loss or damage to the DICT properties, the DICT and the SECURITY AGENCY (and vice versa) shall report the incident in writing, through its Executive Director/Detachment Commander, within twenty four (24) hours after its occurrence or discovery. Upon confirmation of such damage or loss of property by both parties, the SECURITY AGENCY and DICT shall conduct a thorough investigation. If the resulting investigation finds the security guards or officers of the SECURITY AGENCY at fault, it shall assume responsibility for any loss or damage to property suffered by the DICT, as a result of theft, pilferage and/or robbery particularly when proper inventory and turnover was duly observed and recorded.
- h. The SECURITY AGENCY however, shall not be held liable for losses or damages due to force majeure, or to fortuitous events, or to any of the following causes:
  - 1. Where the loss occurred inside a closed and locked stockroom and/or office, except where it has been proven that the door or any of the part of the building has been forcibly opened or the lock thereof destroyed through force or violence; and PROVIDED further, that the same has been reported to the police SECURITY AGENCY and/or to the guard of the SECURITY AGENCY, immediately upon its discovery.
  - 2. For the loss of any property belonging to the DICT, which are kept in the open area or storage and have not been duly turned over to the SECURITY AGENCY, or its duly authorized representatives, for physical and proper recording, or, although not kept in an open space/or storage, but not been issued to the DICT employees;
  - 3. Where such loss was a result of any or all of the following: Mob Violence, Tumultuous, Acts of Dissidence, War, Insurrection or Revolution, Rebellion, Violent Uprising, Demonstration or Rally;
  - 4. Loss of pocketable items and valuables.
- i. The SECURITY AGENCY shall indemnify the DICT for any loss or damage to property the DICT may suffer during the tour of duty of the SECURITY AGENCY's guards, PROVIDED, that said loss or damage is not due to the sole negligence of the DICT. However, when such loss or damage is cause by "force majeure" or fortuitous events, the SECURITY AGENCY may not be held responsible.
- j. In cases where the SECURITY AGENCY shall have to indemnify the DICT for losses or damages suffered by the DICT under conditions stipulated under item "g" and "h" of this Terms of Reference (TOR),

determination of the value of the property lost or damage shall be done by the DICT Chief Accountant, based on the current value of the property in the free market. Payment for the indemnity shall be made within sixty (60) days after the final result of the investigation has been served to the DICT, without any need for demand from the DICT.

- k. The SECURITY AGENCY shall fully agree to free or absolve the DICT from any liability, causes of action or claims which may be filed against their guards, by reason of their employment by the SECURITY AGENCY or by third party, arising or connected to the performance of a guard's duty under the agreement, whether under the provisions of the Wage Law, Workmen's Compensation Law or under any law which are now in effect.
- l. It should be expressly understood and agreed that the guards of the SECURITY AGENCY are in no sense employees of the DICT and, as such the SECURITY AGENCY shall assume full responsibility for and shall free or acquit the DICT from any claim or claims for personal injury or damage or death arising out of, or in the course of performance of guard duties, of said guards.

**C. Posting of Security Guards**

<b>Description/Location</b>	<b>Billing Contract Rate</b>	<b>Shift</b>	<b>Number of Security Guards</b>
<b>A. Field Operations Office-DICT Luzon Cluster 1</b>			<b>16</b>
International Cable Landing Station, California Ave., Barangay San Francisco, San Fernando City, La Union	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	8
Repeater Station, Brgy. Cataguintingan, Rosario, La Union	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	4
Repeater Station, Brgy. Poblacion, Sta. Maria, Pangasinan	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	4

<b>B. Field Operations Office-DICT Luzon Cluster 2</b>			<b>16</b>
International Cable Landing Station, ATC Compound, Brgy. Calabuanan, Baler, Aurora	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	8
Repeater Station, Brgy. Tulat, San Jose City, Nueva Ecija	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	4
Repeater Station, Brgy. Marikit, Pantabangan, Nueva Ecija	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	4

#### **D. Personnel Requirements for Security Guards**

1. Filipino citizen;
2. At least second year college;
3. Physically and mentally fit (to be supported with psychological test results);
4. Valid license;
5. Between 21 and 40 years old.
6. Without previous record of neither conviction nor pending criminal case. Submission of a photocopy each of the NBI Clearance and PNP Clearance is required.
7. Others, as may be necessary.

#### **E. Equipment and Supplies**

All pieces of equipment and supplies needed to maintain the detachment shall be provided by the SECURITY AGENCY (CCTV, Radio System, Firearms, Flashlights, Raincoats, First Aid Kits, etc.).

## F. Additional Set of Technical Parameters

### 1. Stability

- a) Years of Service – At least five (5) years
- b) Liquidity of the Service Provider –  
Ability to pay at least two (2) months of salaries and wages of the **Thirty Two (32)** security guards from its own Funds, i.e. twice of 1/3 of the ABC based on the NFCC of credit Line certificate (CLC).
- c) Organizational Set-up  
Presence of an organizational chart indicating names of key officials and number of personnel and the reporting and functional relationship among players within the Service Provider/Contractor with additional presentation of its relations to the DICT for the implementation of the Contract.

### 2. Resources

- a) Number of licensed firearms
- b) Number and kind of Communications Devices
- c) Number and kind of Motor Powered Vehicles
- d) Number of Licensed Guards

### 3. Security Plan

## G. Bond

The SECURITY AGENCY shall post a Performance Bond to be secured from any bonding institution or Government Service Insurance System (GSIS) to answer the damages or losses that the DICT may suffer attribute to the willful act or negligence of the SECURITY AGENCY or any other obligation or liability which may hereunder be outstanding during the lifetime of the Contract. Provided, further, that the liability of the SECURITY AGENCY shall not be limited to the performance bond but not the SECURITY AGENCY shall still be liable for any deficiency thereon.

## VI. Project Deliverables

- 1. The SECURITY AGENCY shall assume responsibility with regards to compliance with requirements of the New Labor Code, specifically those applicable provisions on the night shift differential and overtime work, the Social Security Service Act and other laws pertaining to Employer-Employee relationship. The DICT may require the SECURITY AGENCY to show or produce papers, receipts of payment of SSS, PhilHealth and other evidence to show compliance to the New Labor Code.



2. The SECURITY AGENCY shall submit to the DICT its registration or city permit from PNPSOSIA, and a certificate of good standing immediately.
3. The SECURITY AGENCY shall submit to the DICT qualification requirements including extensive bio-data, properly annotated license papers, etc., for each of security personnel to be assigned at the DICT OFFICE's site, prior to assumption of duty. The SECURITY AGENCY shall submit the bio-data of at least twice the number of the proposed personnel required, from which the DICT can exercise its option to select those that will be assigned to them.
4. The SECURITY AGENCY shall provide each guard with appropriate uniform, which will be worn always while on tour of duty.
5. Any change in personnel to be assigned at the DICT shall require clearance from the Administrative Service Director and shall automatically require submission of qualification papers.
6. Salaries of security personnel should follow the acceptable rate of the prevailing wage order. However, the business expense for Agency Fee should have already been incorporated in its bid price at the time the bidding was conducted. Hence no additional agency fees shall be charged during the duration of the contract.

#### **VII. Project Cost**

Approved Budget for the Contract (ABC) of Project and Fund Source

The ABC for one (1) year is **PhP 7,650,000**. The Procuring Entity will have the option of renewing the contract every year depending on the performance of the Security Agency.

#### **VIII. Payment Schedule**

The ABC shall be paid by the DICT to the Security Agency at a monthly rate, subject to the availability of funds and in compliance to government auditing and accounting rules and regulations at the end of every month.

The monthly payments should be supported by the following:

1. The Security Agency's Billing Statement;
2. Affidavit or duly notarized Certification that it has paid, in accordance with law;
3. Salaries and benefits of its employees at the DICT, for the preceding pay period;
4. Copy of the duly accomplished Daily time Records (DTR) of said workers, certified by the Security Agency's Supervisor and by the DICT Office's authorized representative;

5. Certification of satisfactory performance by the DICT Administrative Service Director or his/her representative; and
6. Quarterly list of Employees Compensation/Remittance to SSS, PhilHealth and PAG-IBIG Fund.

Payments, however shall be subject to the usual accounting and auditing rules and regulations.

#### **IX. Project Timeframe**

Service Coverage: 12 months

Upon the expiration of the contract, an extension will be agreed upon by both parties. It will be renewable annually and upon any violation or unacceptable services, either incomplete work or required services not being performed, DICT has the right to terminate the contract anytime within the 1 year contract duration.

#### **X. Project Source of Funds**

The project will be funded by the Department of Information and Communication Technology chargeable against the National Broadband Program.

# SECURITY PLAN



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF INFORMATION AND  
COMMUNICATIONS TECHNOLOGY

27 May 2021

**AILEEN ANUNCIACION R. ZOSA**

*Executive Vice President*

**Bases Conversion and Development Authority**

2<sup>nd</sup> Floor, Bonifacio Technology Center

31<sup>st</sup> street, corner 2<sup>nd</sup> avenue Bonifacio Global City

Taguig City, Metro Manila 1634

Dear **EVP Zosa**:

Greetings from the Department of Information and Communications Technology (DICT)!

This refers to the Lot D, “*Security Services of the International Cable Landing and Repeater Stations*,” under the *Procurement of Services, Supplies, and Equipment for the International Cable Landing Stations (ICLS), Repeater Station Facilities (RFS), and Luzon Bypass Infrastructure (LBI) Operations* which was transferred to the Bases Conversion and Development Authority through a signed Memorandum of Agreement in December 2020 and was subsequently reviewed and posted in BCDA’s website and PhilGeps in January 2021. On 12 April 2021, BCDA awarded the NOA to Dark Horse Security Inc as its lone, qualified bidder.

Enclosed here is latest version of the Security Plan from Dark Horse which was reviewed and found sufficient by DICT NBP Component 2 team. This is to formally notify BCDA of DICT’s approval of the attached Security Plan which will form part of the Contract.

Thank you very much for your continued support and assistance on the DICT’s National Broadband Program.

Thank you and stay safe!

Very truly yours,

Digitally signed by  
Caintic Emmanuel  
Rey Del Rosario

**EMMANUEL REY R. CAINTIC**

*Undersecretary for Digital Philippines*

Digitally signed by  
Emmanuel Rey Del Rosario  
Caintic  
Luzon Bypass  
Infrastructure  
Operations

Digitally signed by  
Emmanuel Rey Del Rosario  
Caintic



# **DARK HORSE SECURITY AGENCY, INC.**

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel No. (02) 89116471 Email: darkhorse102513@gmail.com

**Date :** May, 05, 2021

**To :** Carlos F. Quita  
Chairman, BAC for Goods – BCDA

**Submitted by :** Dark Horse Security Agency, Inc.

**Subject :** Security Plan for DICT International Cable Landing and Repeater Station  
(Luzon Clusters 1 & 2)

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## **Purpose**

This Security Plan constitutes the "Standard Operating Procedures" relating to physical and procedural security for all AOR. It contains a comprehensive overview of the security program, and in some sections, makes reference to other relevant plans and procedures. Security personnel, operators, employees and staffs shall be familiar with the information and procedures associated with this Security Plan.

## **Security Situation**

### **DICT Luzon Cluster 1**

1. International cable landing Station, California Ave., Brangay San Francisco, San Fernando City, La Union
2. Repeater Station, Brgy. Cataguintingan, Rosario, La union
3. Repeater Station, Brgy. Poblacion, Sta. Maria, Pangasinan.

### **DICT Luzon Cluster 2**

1. International Cable Landing Station, ATC Compound, Brgy. Calabuanan, Baler Aurora
2. Repeater Station, Brgy. Tulat, San Jose City, Nueva Ecija.
3. Repeater Station, Brgy. Marikit, Pantabangan, Nueva Ecija

### *Threats*

**Organized crime** is a category of transnational, national, or local groupings of highly centralized enterprises run by criminals who intend to engage in illegal activity, most commonly for money and profit. Some criminal organizations, such as terrorist groups, are politically motivated, the syndicate operating crime against property such as:

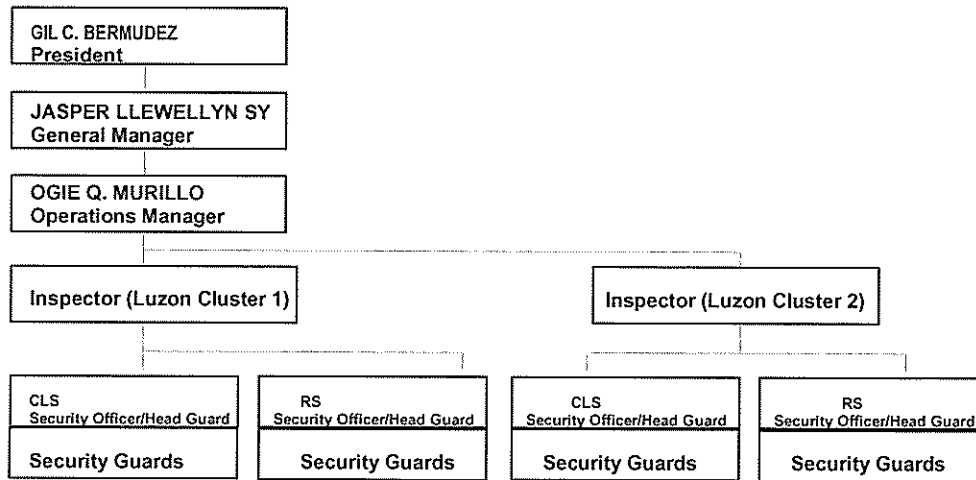
1. Terrorism - committed by any person who, regardless of the stage of execution engages in acts intended to cause death or serious bodily injury to any person, or endangers a person's life and engages in acts intended to cause extensive damage
2. Informal Settlement - areas where groups of housing units have been constructed on land that the occupants have no legal claim to, or occupy illegally
3. Burglary - is typically defined as the unlawful entry into almost any structure with the intent to commit any crime inside. No physical breaking and entering is required; the offender may simply trespass through an open door.
4. Arson – is the act of purposely setting fire to a building or area.
5. Vandalism - action involving deliberate destruction of or damage to public or private property.

### *Friendly Forces*

Maintain strong partnerships with the local law enforcement agencies(PNP, AFP, Barangays, etc.). These agencies support the security mission through collaborative training & exercises, observation patrols, response to incidents, and proactive meetings.

PNP - San Fernando City Police Station  
Naval Station Ernesto Ogbinar – San Fernando  
PNP- Rosario Police Station  
PNP- Sta. Maria Police Office  
Camp Lt. Tito Abat – Pangasinan  
PNP – Baler Police Station  
PNP - San Jose City Police Station  
PNP – Pantabangan Municipal Police Station

## Organizational Structure



## Mission

To secure and protect lives and properties in and around the AOR by carefully determining the threats and vulnerabilities therefore providing the AOR with qualified, competent, honest and dependable security personnel. Equipping these security personnel with modern and reliable firearms and other equipment required to protect and defend the AOR and to develop their skills through continuous trainings and seminars.

To establish an effective security measures used to prevent a security incident, thus ensuring the security and safety of the AOR personnel and property.

## Objectives

- Keep the properties and personnel within the AOR safe and secure
- Prevent the encroachment of illegal settlers in the AOR
- Maintain safe working environment for the employees
- Decrease the amount of actual or perceived criminal activity
- Maintain a well trained and professional security personnel

## Agency's Security Operations

### A. Security Personnel Management and Administration

Employ highly competent and well- trained security personnel who possess the following basic qualifications:

- College graduates/levels or at least high school graduates, capable of acting independently during emergencies or unsecured situations.
- Must have passed the Neuro-Psychiatric and Drug Test examinations given by PNP Accredited Test Centers.
- Trained with the proper handling and care of service firearms.
- Firm and courteous in dealing with other persons, must be able to speak, read, and understand English and Filipino languages.
- Must possess valid Security License issued by PNP-SOSIA
- Must be trustworthy, honest and highly dedicated to his work.

### RECRUITMENT PROCESS

To ensure the quality of recruits, following sets of pre-qualification interview and background investigation are to be met by applicants:

#### *Written Qualifying Examination*

- To determine job Knowledge and Intelligence Quotient.

#### *Required Clearances*

- National Bureau of Investigation Clearance (NBI)
- Local Police Clearance
- PNP Clearance (DI Clearance)
- Barangay Clearance

#### *For Background Investigation:*

- Personal history
- Marital History
- Residence History
- Physical Data
- Educational Data
- Character References
- Employment History
- Military/Police Record (if any)
- Criminal Record
- Neighborhood Investigation



*After complying the above, personnel are further subjected to;*

- Drug test
- Neuro – Psychiatric Test
- Final Interview
- Briefing Orientation

## DEPLOYMENT PROCESS

### PRE-DEPLOYMENT PROCESS

- Preparation of all security guidelines based on security survey.
- Collation of all existing company policies, rules and regulations including forms to be used covering all security post.
- Meeting with Security Manager for the approval of recommended security guidelines based on on-site inspection.
- Briefing and orientation (Pre-posting seminar) of guards on their basic duties and responsibilities based on approved General and Special Orders to include all other related subject on Programs of Instruction.
- Actual orientation of selected Security officers.
- Final rank Formation and Inspection.
- Actual Deployment

### POST DEPLOYMENT PROCESS

- Check copy of post-by-post duties and responsibilities.
- Conduct follow up survey and recommend improvement of systems based on actual observation.
- Regular monitoring on the compliance of all post orders, rules and regulations as set forth by Client.
- Immediately checks / initiate corrective measures on any / all deviations on instructions and procedures.
- Implement by following quality assurance system to further ensure strict compliance and efficient performance of guards.
- Continuous twenty-four (24) hours inspection of all guards' post by SO/SIC.
- Automatic corrective measures and imposition of corresponding disciplinary action for all violations and infractions.
- Maintain twenty-four (24) hours ready reserve and reaction force.

- Assure proper maintenance & handling of all security provided equipment.
- Conduct monthly or periodic guards'/officers' performance audit.
- Periodic Training/Re-orientation (on-site) of all posted guard shall be conducted based on actual security and safety changing needs of the Client's facilities.

#### B. Guarding Procedures

- Gate / Building Security Procedures (Employees, Visitors, Service Providers Ingress/Egress, Vehicles and Pedestrian Approach)

##### Employee Identification:

1. Employees and Authorized personnel
  - a) All employees must wear their Employee ID when entering Secured Areas of the facility. Secured Areas are identified as buildings and inside the fenced areas of the facility.
  - b) The ID must be worn above the waist and be visible at all times to others while in buildings with public access and administrative areas.
  - c) While performing work in other areas, employees are required to have their IDs readily available.
  - d) Only company provided/approved IDs/passes will be allowed.
  - e) Any person, including employees, not wearing ID inside the premises should be questioned and advised by security guards or other authorized personnel to follow the provisions of this policy.
  - f) Non-compliance with this policy or any breach of the security procedure should be reported immediately to the Head Security guard or any authorized personnel.
2. Visitor/Service Providers Pass:
  - a) Visitors and Service Providers are required to sign in and receive a visitor's pass if they will be entering the AOR.
  - b) Security guards will be trained to issue Visitor's passes to persons entering

c) Visitors and Service Providers should be instructed to wear their badges properly while inside AOR.

d) Any Visitor/Contractor not wearing a badge in a Secured Area should be questioned by employees, security guards or other authorized personnel to follow the provision of this policy.

- Covid-19 Protocol/Screening  
- temperature check, sanitation and contact tracing for all incoming employees/visitors/contractors
- Detection and Apprehension of criminal activities (Salisi Gang, Budol budol Gang and other Modus Operandi)
- Investigation of reported cases of theft and robbery

C. Procedures & guidelines in facilitating actions on documents

C.1 Robbery and theft cases discovered by employees and other personnel.

- a. Upon receipt of a report/complaint of a crime incident discovered by employee or personnel the guard shall immediately:
- b. Record the time, date and place that the crime was discovered by the alleged victim and immediately inform his superior officer.
- c. Advise the alleged victim or the complainant not to touch anything in the crime scene to prevent contamination of evidence.
- d. If the victim/complainant has not yet entered his/her house or unit, she shall be advised not to enter immediately because of the possibility that the suspects are still inside the unit or house.
- e. If the victim is in the gate or lobby, he/she shall not be allowed to return to his place without an escort guard or guards who shall secure him/her from a possible engagement with the suspect(s) if they are still inside the house, office or unit.
- f. The first responding guards shall keep watch of the house, office or unit for possible arrest of the suspects while fleeing or engaging them in an armed engagement.
- g. Inform the nearest police station for investigation.
- h. Upon responding to the crime scene, the officer and guards shall endeavor to arrest the suspects if he is still at the crime scene or the first responder did not arrest the suspects.
- i. Look for possible witnesses.
- j. Upon arrival of the police, the Officer shall brief him of the incident report while no written report is immediately available.
- k. The Officer shall turn-over the case to the police for their investigation.

- l. Inform the Security Agency and request for an investigator. If the Investigator is not available especially during the night, the Agency shall immediately inform the nearest inspector to the detachment even if the Detachment is not in his AOR.
- m. Inform the Security Manager or any persons who are the direct superiors of the guards for information and other instructions or guidance.

C.2 Robbery cases discovered by the guards.

- a. The first guard who discovered the incident especially if there is forcible entry in the gate or office, he shall endeavor to be alert and watchful because of the possibility that the suspect(s) is/are still inside.
- b. He shall position him afar or maintain appropriate distance from the crime scene but shall see to it that the office, unit of house is visible from his position.
- c. Immediately summon his superior officer and additional guards to augment the security of the crime scene.
- d. Upon responding to the crime scene, the officer and guards shall endeavor to arrest the suspects if he is still at the crime scene or the first responder did not arrest the suspects.
- e. Look for possible witnesses.
- f. After the superior officer and responding guards has arrived, the officer shall make efforts to preserve the crime scene and advise the guard or guards to stay and do the following actions:
- g. Cordon off the crime scene with a yellow demarcation tape or any available materials so that strangers will not spill into the crime scene and contaminate evidences.
- h. Prevent the entry of unauthorized persons not in any way connected with the incident.
- i. If the victim or complainant timely arrived, the guard shall stop him/her and be told not to touch anything in the crime scene and tell him/her to wait for the police investigator for permission to enter.
- j. During the arrival of the police investigator the officer or first responder shall give briefing to the investigator and turn-over to him all the evidences gathered in the initial security investigation.
- k. The police are now on top of the official investigation while the officer or Security Agency may proceed with the parallel investigation.

C.3 Accidents and other life threatening situations. (stabbing, shooting, drowning, etc.,)

- a. If the incident is against persons such as stabbing, hit by a blunt object by an opponent, shooting incident, slip on the floor, drowning in the swimming pool and when in the assessment of the officer the incident is a life-threatening

situation, he shall immediately evacuate the victim to the nearest hospital, pending the arrival of the Medics or ambulance.

- b. Upon responding to the crime scene, the officer and guards shall endeavor to arrest the suspects if he is still at the crime scene or the first responder did not arrest the suspects.
- c. Look for possible witnesses.
- d. Prevent entry of persons within the cordoned area.
- e. Prepare to brief the investigators and SOCO operatives.
- f. The Officer shall immediately inform the following persons before making an initial incident/spot report.

### C. EMERGENCY RESPONSE:

Emergency response to incidents/events such as:

- a.) Fires
  - b.) Earthquakes
  - c.) Tsunamis/Floods
  - d.) Criminal Activity
  - e.) Bomb Threats
  - f.) Hazardous Materials Release
- Stop incoming personnel/visitors.
  - Establish contacts with medical emergency personnel.
  - Secure all entrances
  - Stop all mail and package deliveries.
  - Inspect all vehicles entering site.
  - Fully brief all personnel on emergency procedures.
  - Establish frequent communications with all law enforcement agencies.
  - Additional business/site specific measures as appropriate.

## Deployment of Security Guards

### Gate Security

#### Cable Landing Stations

- 6am-2pm and 10pm-6am shift – 2 Security Guards
- 2pm-10pm - 1 security guard

#### Repeater Stations

- 6am-2pm shift - 2 security guards
- 2pm-10pm and 10pm-6am shift - 1 security guard

### Building Security

Cable Landing Station

- all shifts – 1 security guard each

Reserved Security Personnel

1 reserved security personnel for each AOR

### Maintenance Policies

Each AOR's assigned Security Officer/Shift-in-charge/Head Guards are in charge of the maintenance of their assigned detachment and security posts. Field Inspectors will also conduct random inspections regularly or according to the prepared field inspection schedule of the Operations Manager.

### Communication network

1. **DARK HORSE SECURITY AGENCY, INC.**, Operations number: 8911-6471 – 799-2528  
Mobile no. 0997- 288-0841 / 0917-6294-340
2. International cable Landing Station, California Ave. Barangay San Francisco, San Fernando City, La Union.
  - PNP - San Fernando City Police Station- Government office 27 P. Burgos St  
(072) 607 8954
  - La Union Provincial Police Office · Police station P. Burgos St.  
0909 772 0305
  - HOSPITAL - Address: Provincial Capitol, Aguila Rd., Brgy. II, City of San Fernando  
63 (072) 242-5550 Email Us: [info@launion.gov.ph](mailto:info@launion.gov.ph)
  - Bureau of Fire Protection - San Fernando city La union BFP, Region One, Quezon Ave.,  
Brgy 1, City of San Fernando, 2500 La Union  
(072) 607 7880

3. Repeater Station Brgy. Cataguintingan, Rosario La Union

- PNP- Rosario Police Station  
Smart- 09123562994  
Globe- 09275303802
- BFP- Rosario Fire Station  
Globe- 09159348174
- MDRRMC  
Globe- 09057014082  
Smart- 09463387610
- LUELCO  
Globe- 09156024082
- MHO (Health Department)  
Smart- 09998830676
- Rosario District Hospital  
Land Line -687 9988  
Smart- 09077676902

4. Repeater Station Brgy. Poblacion, Sta. Maria, Pangasinan

- PNP - Sta Maria Municipal Police Station. 0998-9672-948 ...  
0998-9673-051
- HOSPITAL - Santa Maria - San Quintin Rd, Santa Maria, Pangasinan  
0917 8516 – 686.
- BFP  
Tel. no. (632) 8352-4328 | E-mail: info@pna.gov.ph
- BARANGAY Cataguintingan - Santa Maria - San Quintin Rd, Santa Maria, Pangasinan  
0917 851 6686

5. International Cable Landing Station, Brgy. Calabuanan, Baler, Aurora

- PNP - Address: Camp Victor Ravina, Baler 3200 Aurora  
+63 (42) 209 4228
- HOSPITAL - Baler - Casiguran Rd, Baler, Aurora Memorial Hospital  
+63 918 656 1150

- BFP  
0998-532-9446 Email: balerfs2010@yahoo.com.ph  
(045) 963 4378
  - MUNICIPAL GOVERNMENT OF BALER  
2nd Floor, Executive Bldg. Municipal Plaza, Baler, Aurora 3200, Philippines  
Tel - 0907-933-8202  
Email - info@baler.gov.ph
6. Repeater Station of Brgy. Tulat, San Jose City and Brgy. Marikit, Pantabangan, Nueva Ecija
- PNP - Address Cardenas Street, San Jose City 3121 Nueva Ecija  
+63 (44) 511 7998
  - San Jose City Police Station Police station San Jose City - Umingan Rd  
(044) 940 7778
  - HOSPITAL - General hospital in San Jose City- Address: Pan-Philippine Hwy, San Jose City, 3121 Nueva Ecija Hours: Open now Add full hours Phone:  
(044) 511 2265
  - BFP - Fire station in San Jose City Address: Rizal St, San Jose City  
(044) 940 5258
7. Repeater Station of Brgy. Marikit, Pantabangan, Nueva Ecija
- PNP - Pantabangan Municipal Police Station  
0908 903 1924
  - BFP - Fire station in Pantabangan  
0922-7502346
  - Municipality of Pantabangan – 0906 481 7930



## **Duties and Responsibilities**

### *Security Guard*

- responsible for securing premises and personnel by patrolling property
- monitor surveillance equipment, inspecting buildings, equipment, and access points
- responsible for gathering detailed information regarding suspicious activities and relaying that information to the proper authority.
- responsible for contacting, coordinating and reporting any such activities to local law enforcement (Barangay / Local Police Station) for investigation and response.

## **Handling, employment and storage of firearms and other equipment**

- One (1) Service firearm to be issued to on-duty security personnel of Repeater Station
- Two (2) Service firearms to be issued to on-duty security personnel of Cable Landing Station
- Two (2) 2-way Radio to be issued to on-duty security personnel of Repeater Station
- Three (3) 2-way Radio to be issued to on-duty security personnel of Cable Landing Station
- Each security personnel will be issued their own Medical/First Aid Kit
- Service firearms and security equipment shall be properly maintained and tested in order to ensure its continuous and effective operation.
- Service firearm/s not in use must be kept in a safety deposit box.

**Prepared and Submitted by:**



OGIE MURILLO, CSP, CST, CSMS, OSH, PA  
Operations Manager DHSAI

# SCHEDULE OF REQUIREMENTS

Total Approved Budget for the Contract	₱2,100,000.00
Expected delivery time frame after receipt of a Call-off	Within 24 hours upon issuance of Call-off
Remarks	Diesel ordering will be by volumes of 10,000 liters, 5,000 liters, 1,000 liters, 400 liters, and 100 liters.

**LOT D - SECURITY SERVICES FOR THE INTERNATIONAL CABLE LANDING STATIONS AND REPEATER STATIONS**

Description	Quantity	Delivery Schedule
Field Operations Office - DICT Luzon Cluster 1 (ICLS San Fernando, La Union; RSF Rosario, La Union; RSF Sta. Maria, Pangasinan)	16 pax	Commence upon issuance of NTP; 24 hours per day, including Saturdays, Sundays and Holidays
Field Operations Office - DICT Luzon Cluster 2 (ICLS Baler, Aurora; RSF San Jose, Nueva Ecija; Pantabangan, Nueva Ecija)	16 pax	

<b>Total Approved Budget for the Contract</b>	<b>₱ 7,650,000.00</b>
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**Bidder's Authorized Representative:**

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

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

# TECHNICAL SPECIFICATIONS

## Technical Specifications Compliance Form

*[Bidders must state here either "Compliant" or "Non Compliant" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

<b>TECHNICAL SPECIFICATIONS</b>			
Item	Technical Specifications / Scope of Work	<i>Statement of Compliance</i>	
<b>LOT D</b>	<b>Security Services of International Cable Landing and Repeater Station-</b>	<b><i>Compliant</i></b>	<b><i>Non Compliant</i></b>
	<p>The SECURITY AGENCY shall undertake the following:</p> <ol style="list-style-type: none"> <li>1. Bidder must provide a Certified True Copy the Agency License to Operate as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA)</li> <li>2. Agency Organizational Set Up indicating the Names of Key Personnel and Personnel Manning of Key Officers</li> <li>3. List and Photocopies of Licences of Firearms under is Inventory, If such licenses are already expired, A certification from FEO , PNP that the request for renewal are under process</li> </ol>		

	<p>4. Prepare a Security Plan on the monitoring of activities in all designated areas in the DICT which shall be presented to the management for final approval. Said plan shall form part of the CONTRACT;</p> <p>5. Provide guards who are in their proper uniforms or, in the case of the Supervising Guards, formally attired, per requirement of the DICT;</p> <p>6. Provide adequate firearms and ammunitions to each guard as well as, such equipment (e.g. CCTV) and paraphernalia (e.g. first aide kit) as maybe necessary in the discharge of their duties;</p> <p>7. See to it that all guards assigned to the DICT are at all times vigilant, honest, dependable and aware of their duty to protect lives and limbs of personnel and finally protect the properties of the DICT;</p> <p>8. Make sure that all guards remain courteous to all employees and guests to protect the proper image of the DICT;</p> <p>9. The Security Guard per station must conduct frequent inspection, day and night;</p> <p>10. Ensure that unauthorized persons are kept out of guarded premises;</p> <p>11. Guarantee peace and order within the guarded premises at all times;</p> <p>12. Make available, at all times, duly-licensed, trained and qualified reliever guards in case of the absence of any assigned guard, for the continuous uninterrupted security services in the DICT premises. Make sure that the duty schedule of each Guard should not be more than Eight (8) hours;</p> <p>13. Change any guard who does not measure up to the standards or criteria of the DICT as soon as the SECURITY AGENCY is informed of the request for replacement, and conversely, not to</p>		
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	<p>change or replace any assigned guard without the consent of the DICT;</p> <p>14. Submit and surrender all record books used for monitoring and recording activities in the whole Building and those of the personnel. The designated Guard per station must submit monthly report to the FOO Cluster Director;</p> <p>15. To comply with all existing laws, rules and regulations relative to the operations of security agencies.</p>		
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***Bidder's Authorized Representative:***

\_\_\_\_\_

Signature over Printed Name

\_\_\_\_\_

Principal Bidder/ Supplier

# INVITATION TO BID



## INVITATION TO BID

### PROCUREMENT OF SERVICES, SUPPLIES, AND EQUIPMENT FOR THE INTERNATIONAL CABLE LANDING STATIONS (ICLS), REPEATER STATION FACILITIES (RFS), AND LUZON BYPASS INFRASTRUCTURE (LBI) OPERATIONS

1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), through the downloaded funds from Department of Information and Communications Technology (DICT), intends to apply the following amounts, inclusive of VAT and all other applicable government taxes, fees, and other charges, being the Approved Budget for the Contract (ABC) to payments for each lot:

Lot	Description	ABC
A	Item 1 - Outside Plant (OSP) Preventive Maintenance Services for DICT's Luzon Bypass Infrastructure	7,900,000.00
	Item 2 - Outside Plant (OSP) Repair Services for DICT's Luzon Bypass Infrastructure (Single-year Framework Agreement)	5,800,000.00
B	Preventive Maintenance Services for International Cable Landing Station and Repeater Stations Facilities	7,150,000.00
C	Supply and Delivery of Diesel for the Generators at Cable Landing Stations and Repeater Stations (Single-year Framework Agreement)	2,100,000.00
D	Security Services of International Cable Landing and Repeater Station	7,650,000.00
Total		<b>Php 30,600,000.00</b>

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

2. BCDA now invites interested bidders for submission of Eligibility Documents for the Procurement of Services, Supplies and Equipment for the International Cable Landing Stations (ICLS), Repeater Station Facilities (RFS), and Luzon Bypass Infrastructure (LBI) Operations.
3. Bidders must have completed similar contracts within the prescribed time frame, **as shown in the table below**, prior to the date of submission and receipt of bids. A contract similar to the Project 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, with the largest of these similar contracts equivalent to at least twenty-five percent (25%) of the ABC. Further, the description of an eligible bidder is described in the Instruction to Bidders (ITB) of the Bid Documents.

Lot No.	Time Frame of Completed Similar Contracts
A	Completed within Five (5) years (January, 2016 to January, 2021) prior to the deadline for the submission and receipt of bids.
B	Completed within Five (5) years (January, 2016 to January, 2021) prior to the deadline for the submission and receipt of bids.
C	Completed within two (2) years (January, 2019 to January, 2021) prior to the deadline for the submission and receipt of bids.
D	Completed within Five (5) years (January, 2016 to January, 2021) prior to the deadline for the submission and receipt of bids.

4. Selection of winning bidders will be through competitive bidding procedures pursuant to RA 9184 otherwise known as the Government Procurement Reform Act of 2002 and its Revised Implementing Rules and Regulations (RIRR).
5. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
6. Participation is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
7. Interested 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 3:00 P.M.
8. A complete set of Bidding Documents may be acquired by interested bidders starting **19 January 2021 up to 08 February 2021** from 8:00 A.M. to 3:00 P.M. except Saturdays, Sundays and Holidays, and **until 9:00 AM on 09 February 2021** at the **BCDA Corporate Center, 2<sup>nd</sup> Floor, Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City**, upon payment of the following non-refundable fee/s for the bidding documents, in compliance with the RIRR of RA 9184:

Lot	Cost of Bidding Documents (in Php)
A	25,000

B	10,000
C	5,000
D	10,000

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA ([www.bcda.gov.ph](http://www.bcda.gov.ph)). However, interested bidders cannot participate in the Bidding until a non-refundable fee for the Bidding Documents is paid not later than the submission of their bids.

9. BCDA will hold a Pre-Bid Conference (with online coverage) on **26 January 2021 at 10:00 AM** at the **2/F Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City** and via video conferencing thru **Google Meet** which shall be open to prospective bidders. To be able to join the online pre-bid conference, a written request shall be made/emailed to the BAC Secretariat.

Bids must be duly submitted at the **BCDA Central Receiving and Releasing Area (CRRA)** or by **BAC Secretariat at 2/F Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City** on or before **09:00 AM** on **09 February 2021**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be held on **09 February 2021 at 10:00 AM** at the **2/F Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the Bid Opening at the address below and at the same time, via video conferencing through Google Meet. An email invitation will be sent to bidders who purchased the bid documents.

Late bids shall not be accepted.

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

For further information, please refer to:

Mr. Raul G. Buensalida  
(02) 8575-1700  
[bacgsecretariat@bcda.gov.ph](mailto:bacgsecretariat@bcda.gov.ph)



Handwritten signatures and initials

**BIDS AND AWARDS COMMITTEE FOR GOODS**  
BY:

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



BACG2021-006

# INSTRUCTION TO BIDDERS

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## A. General

### 1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

### 2. Source of Funds

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

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

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



Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

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

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of

interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

## 5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
  - (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines; and
  - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
  - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
  - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - (c) When the Goods sought to be procured are not available from local suppliers; or
  - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

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

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

## 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.

- (a) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (b) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (c) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (d) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (e) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (f) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (g) Ensuring that it 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.

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

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

## 7. Origin of Goods

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

## 8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## B. Contents of Bidding Documents

### 9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

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

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB Clause 23**.

### **C. Preparation of Bids**

## **11. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

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

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
  - (a) Eligibility Documents –



Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

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

- (ii.1) name of the contract;
  - (ii.2) date of the contract;
  - (ii.3) contract duration;
  - (ii.4) owner's name and address;
  - (ii.5) kinds of Goods;
  - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
  - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
  - (ii.8) date of delivery; and
  - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
  - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
    - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
  - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
  - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
  - (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

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

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
  - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
  - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
  - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
  - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
  - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
  - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
  - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

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

## **14. Alternative Bids**

- 14.1 Alternative Bids shall be rejected. For this purpose, an alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

## **15. Bid Prices**

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For Goods offered from within the Procuring Entity's country:
    - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
    - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
    - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
  - (b) For Goods offered from abroad:
    - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
  - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.
- 15.6. For Framework Agreement, the following should also apply in addition to Clause 15.4:
  - (a) For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 15.4 shall be submitted with the bidding documents.

## 16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
  - (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
  - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

## 17. Bid Validity

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

## 18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Two percent (2%)</p>
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
    - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
    - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
    - (viii) refusal or failure to post the required performance security within the prescribed time;

- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

18.6. In case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.



- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

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

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

## D. Submission and Opening of Bids

### 21. Deadline for Submission of Bids

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

### 22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

### 23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

## 24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
  - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and

- (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **E. Evaluation and Comparison of Bids**

### **25. Process to be Confidential**

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

### **26. Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted

by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

## **27. Domestic Preference**

27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

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

## **28. Detailed Evaluation and Comparison of Bids**

28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

In the case of Single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation.

28.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

- (b) The ranking of the total bid prices is calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
  - (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

- 28.8. In case a tie among the financial bids is determined, a Post-Qualification Evaluation shall be conducted among the identified bidders to qualify their compliance to the machine technical specification requirements.

After the conduct of the post-qualification evaluation and it has been further determined that there is still a tie among the bids, the Procuring Entity shall exercise a “toss-coin” method to break the tie among the participating bidders.

## **29. Post-Qualification**

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of 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**.
- Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder’s Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

### **30. Reservation Clause**

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



- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
  - (b) All prospective Bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
  - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **31. Contract Award**

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable; or
    - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
  - (b) Posting of the performance security in accordance with **ITB** Clause 33;
  - (c) Signing of the contract as provided in **ITB** Clause 32; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

## 32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.
- 32.5. For Single-year Framework Agreement, the Procuring Entity shall send the Framework Agreement Form to the Bidder at the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

Within ten (10) calendar days from receipt of the Notice to Executive Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within ten (10) calendar day period provided that all the documentary requirements are complied with.

The following documents shall form part of the Framework Agreement:

- a. Framework Agreement Form;
- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposal, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- e. Performance Security or Performance Securing Declaration, as the case maybe;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>

<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such a financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

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

**34. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**35. Protest Mechanism**

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

# BID DATA SHEET

	<p>2. Ranking of financial bids shall be based on the bidders "Grand Bid Amount".</p> <p>For Lot D</p> <p>1. The Portion of the Financial Proposal indicating the "Amount in Favor of Guard and Government" <b>should not go below the prescribed amount/rate</b> prescribed in PADPAO Wage Order NCR No. 22 for the National Capital Region (AOR II) and PADPAO Wage Order No. RB III- 21 for Region III (AOR III and IV). Only the "Administrative Overhead and Margin" shall be <u>adjusted</u> for Competitive Bidding.</p> <p>2. The 12% VAT included in the computation of bids shall be imposed only on the "Administrative Overhead and Margin" (a component of the wage distribution formula) based on the principle applied on the PADPAO Wage Order pursuant to BIR Memorandum Circular 39-2007.</p>
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	<p>The total ABC is Thirty Million Six Hundred Thousand Pesos (Php 30,600,000.00), inclusive of government taxes and fees, divided into different lots. Any bid with a financial component exceeding the ABC for a particular lot <b>shall not be accepted</b>.</p> <p><b>In addition, for Lot A covered by the Framework Agreement, prices quoted by the bidder must be within the total cost per item as provided in the Framework Agreement List. Financial bid offers that provide price quotations that exceed the total cost per item shall be automatically disqualified.</b></p>
15.4(a)(iv)	No incidental services are required.
15.4(b)	Not applicable.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid until <b>one hundred twenty (120) days</b> from the date of bid opening.
18.1	<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"> <li>1. The amount of not less than <i>2% of ABC of Lot/s</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>2. The amount of not less than <i>5% of ABC of Lot/s</i> if bid security is in Surety Bond.</li> </ol>

	The Bid Security must be placed inside the “Eligibility Documents Envelope” as <b>Tab E</b> and labeled as “Bid Security”. An O.R. shall be issued to the Bidder after the said envelope shall have been opened and acknowledged during Bidding.																
18.2	The bid security shall be valid until <b>one hundred twenty (120) days</b> from the date of bid opening.																
20.3	Each Bidder shall submit <b>One (1) ORIGINAL</b> and <b>One (1) COPY</b> of the first and second components of its bid.																
20.4	<p>There shall be two (2) big envelopes – the Original and the Copy. Inside each of the two (2) big envelopes are two (2) small envelopes –Eligibility Documents and Financial Proposals, to be <b>MARKED</b> as follows:</p> <table border="1" style="margin-left: 40px;"> <tr> <td colspan="2"><b>1.1. BIG Envelope</b>      <u>Mark as</u> “<b>ORIGINAL BID</b>”</td> </tr> <tr> <td style="padding: 5px;">1.1.1 Small Envelope</td> <td style="padding: 5px;"><u>Mark as</u> “<b>ORIGINAL Eligibility Documents</b>”</td> </tr> <tr> <td style="padding: 5px;">1.1.2 Small Envelope</td> <td style="padding: 5px;"><u>Mark as</u> “<b>ORIGINAL Financial Proposal</b>”</td> </tr> <tr> <td style="padding: 5px;"> </td> <td style="padding: 5px;"> </td> </tr> </table> <table border="1" style="margin-left: 40px;"> <tr> <td colspan="2"><b>1.2 BIG Envelope</b>      <u>Mark as</u> “<b>COPY of BID</b>”</td> </tr> <tr> <td style="padding: 5px;">1.2.1 Small Envelope</td> <td style="padding: 5px;"><u>Mark as</u> “<b>COPY of Eligibility Documents</b>”</td> </tr> <tr> <td style="padding: 5px;">1.2.2 Small Envelope</td> <td style="padding: 5px;"><u>Mark as</u> “<b>COPY of Financial Proposal</b>”</td> </tr> <tr> <td style="padding: 5px;"> </td> <td style="padding: 5px;"> </td> </tr> </table> <p><b>1. SAMPLE COVER OF ENVELOPES:</b></p>	<b>1.1. BIG Envelope</b> <u>Mark as</u> “ <b>ORIGINAL BID</b> ”		1.1.1 Small Envelope	<u>Mark as</u> “ <b>ORIGINAL Eligibility Documents</b> ”	1.1.2 Small Envelope	<u>Mark as</u> “ <b>ORIGINAL Financial Proposal</b> ”			<b>1.2 BIG Envelope</b> <u>Mark as</u> “ <b>COPY of BID</b> ”		1.2.1 Small Envelope	<u>Mark as</u> “ <b>COPY of Eligibility Documents</b> ”	1.2.2 Small Envelope	<u>Mark as</u> “ <b>COPY of Financial Proposal</b> ”		
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	<p style="text-align: center;"><b>(ORIGINAL or COPY )</b></p> <p style="text-align: center;"><b>ELIGIBILITY DOCUMENTS</b></p> <p><b>THE CHAIRPERSON BAC FOR GOODS</b></p> <p><b>BIDDING FOR</b> <i>(Name of Goods or Services)</i></p> <p><b>BIDDER'S COMPANY NAME (All CAPS):</b> _____</p> <p><b>ADDRESS (All CAPS):</b> _____</p> <p><b>TEL. NOS.</b> _____ <b>FAX NOS.</b> _____</p> <p><b><u>"DO NOT OPEN BEFORE (SPECIFY THE DATE/TIME OF OPENING OF BIDS)"</u></b></p>
21	<p>Bidders shall submit their bids at the</p> <p><b>Central Receiving and Releasing Area (CRRA) BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City</b></p> <p>The deadline for submission of bids is on <b>09 February 2021 at 9:00 AM.</b></p>
24.1	<p>The place of bid opening is</p> <p><b>BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City</b></p> <p>The date and time of bid opening is on <b>09 February 2021 at 10:00 AM.</b></p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3(a)	Partial bid is <b>NOT</b> allowed.
28.4	No further instructions.



29.2	<p><b>During Post-Qualification,</b></p> <p>1. Bidders shall submit the following:</p> <ul style="list-style-type: none"> <li>(1) Latest Income and Business Tax Returns</li> <li>(2) Original Eligibility Documents</li> </ul> <p>NOTE: The latest income and business tax returns are those within the <u>last six (6) months preceding the date of bid submission.</u></p> <p>2. Based on Sec. 29.3 of the ITB, BCDA reserves the right to inquire or secure a certification or any form of document from the bidders' clients attesting whether the bidder has rendered a satisfactory or non-satisfactory performance of their contracts.</p> <p>3. <b>For Lot D.</b> The Eligible bidder may submit an affidavit of Undertaking (Notarized) stating that the required Vehicles/Equipment is available during project implementation.</p>
32.4(f)	No additional requirement.
32.5	No additional requirement.



# ADDENDA AND/OR SUPPLEMENTAL/BID BULLETINS

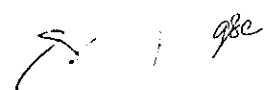
**PROCUREMENT OF SUPPLIES, SERVICES, AND EQUIPMENT FOR THE  
INTERNATIONAL CABLE LANDING STATIONS, REPEATER STATIONS FACILITIES,  
AND LUZON BYPASS INFRASTRUCTURE OPERATION**

**BID BULLETIN NO. BAC-G LBI 2021-001**

This Bid Bulletin clarifies the queries that were raised during the Pre-Bid Conference, with online coverage, held on 26 January 2021 at 10:00 AM at the BCDA Corporate Center and queries sent through e-mail by prospective bidders, as well as, other matters relative to the **Procurement of Supplies, Services, and Equipment for the International Cable Landing Stations, Repeater Stations Facilities, and Luzon Bypass Infrastructure Operation.**

**1. General Queries**

Queries	Clarification/s
<b>For Lot A</b>	
1. Please clarify who will handle the Right-of-Way for the project.	The 250-km cable network corridor is already existing and the permit of its right-of-way has been extended up to Dec 2022. However, the local government unit (LGU) should be properly notified for any activities (i.e., opening of manhole or handhole) on the ground during the Project implementation to avoid any disruption on the traffic flow. If needed, the Winning Bidder should determine specific areas for excavation in order for DICT to secure the required permits for these identified areas. Further, the traffic management must be planned by the Winning Bidder with the corresponding LGU advised thereof. Furthermore, Brgy Clearance must be secured on top of the permit from the LGU.
2. How many teams are needed for Segment A and Segment B?	At least one (1) team is required for Segment A and another (1) team is required for Segment B. Kindly refer to the Terms of Reference and Bidding Documents for more details.

3. Given the ABC for Item 1 and ABC for Item 2 of Lot A? Can you lower the PCAB requirements?	The DICT and end-user are lowering their requirement from AA to C & D (Small B).
4. Inclusion of a penalty clause in the TOR.	Contractor's All Risk Insurance (CARI)  Please refer to Section 19 of the Special Conditions of the Contract.
<b>Lot B</b>	
1. Please clarify the creation of Helpdesk. Is it open to the public?	Per DICT, the Helpdesk will be receiving calls from the Maintenance personnel, not from the general public, to address concerns on time, real time.
<b>Lot C</b>	
1. Is there an order slip regarding the quantity of orders? Please clarify the frequency of the orders.	DICT will determine the required volume and frequency of delivery of the diesel. For a normal circumstance, ICLS may require a minimum of 1,000 liters while RS may require a minimum of 100 liters for every single transaction. In case of emergency (i.e., typhoon), a single transaction may require 10,000 liters for the ICLS and/or 1,000 liters for the RS.
<b>Lot D</b>	
1. Please clarify the terms of the contract	The contract for the Security Services is for ONE YEAR ONLY.
2. Where in the bidding documents can we find the required number of shift hours per each guard?	The prescribed shift per each guard is provided in the Terms of Reference. Kindly browse through it at PhilGEPS and BCDA website for details.
3. On Bid Data Sheet No. 13.1, please clarify the portion of the Financial Proposal indicating the "Amount in Favor of Guard and Government "should not go below the prescribed	Section 9 (b), ii of DOLE Department Order No. 18-A, Series 2011 (rules implementing articles 106 to 109 of the Labor Code as amended) provides that "the place of work and terms and conditions governing

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<p>amount/rate prescribed in <b>PADPAO Wage Order No. NCR 22</b> for the National Capital Region (AOR II) and <b>PADPAO Wage Order No. RB III-21</b> for Region III (AOR III and IV).</p>	<p>the contracting arrangement, to include the agreed amount of the services to be rendered, the standard administrative fee of not less than ten percent (10%) of the total contract cost." Under the premise, the Bid Price should not be less than twenty percent (20%) of the "Administrative Overhead and Margin of PADPAO Wage Order -No. RB I-20 for Region 1 (AOR I) and PADPAO Wage Order No. RB III-22 for areas within the jurisdiction of Region III (AOR II).</p>
<p>4. Why is Wage Order No. NCR 22 was specified when the Schedule of Requirements does not include the National Capital Region?</p>	<p>Please use PADPAO Wage Order No. RB I-20 for Region 1 for AOR 1 (Luzon Cluster 1) and PADPAO Wage Order No. RB III-22 for AOR 2 (Luzon Cluster 2)</p>
<p>5. Why Wage Order No. RB III-21 has been indicated when it was already superseded by Wage Order No. RB III-22 effective January 1, 2020?</p>	<p>PADPAO Wage Order No. RB III-22 for AOR 2 (Luzon Cluster 2)</p>
<p>6. May we ask why is the Wage Order for La Union and Pangasinan not indicated in the TOR?</p>	<p>Please use PADPAO Wage Order No. RB I-20 for Region 1</p>
<p>7. Please clarify the <b>AOR/s for the deployment of security guards</b> as indicated Bid Data Sheet.</p>	<p>I. For Luzon Cluster 1, the AORs are the following:</p> <ul style="list-style-type: none"> <li>a. International Cable Landing Station, California Ave., Barangay San Francisco, San Fernando City, La Union;</li> <li>b. Repeater Station, Brgy. Cataguintingan, Rosario, La Union; and</li> <li>c. Repeater Station, Brgy. Poblacion, Sta. Maria, Pangasinan</li> </ul> <p>II. For Luzon Cluster 2, the AORs are the following:</p>

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	<ul style="list-style-type: none"> <li>a. International Cable Landing Station, ATC Compound, Brgy. Calabuanan, Baler, Aurora;</li> <li>a. Repeater Station, Brgy. Tulat, San Jose City, Nueva Ecija; and</li> <li>b. Repeater Station, Brgy. Marikit, Pantabangan, Nueva Ecija</li> </ul>
<p><b>Other Queries</b></p>	
<p>1. Can bidders purchase the bid documents, pay the bid and performance securities, etc. online?</p>	<p>Yes. Bidders can purchase the bidding documents, pay the bid security, and performance security online using a bank-to-bank fund transfer method. Interested bidders shall inform BAC-G via email that it chooses to purchase the bidding documents, pay the bid security, and/or performance security, etc. online. BAC-G will coordinate with the bidder and provide the necessary steps and procedures to be followed in paying online. Once online payment is verified, BCDA shall issue an Official Receipt (OR) and email a scanned copy of the OR to the bidder. In turn, the bidder shall acknowledge the receipt of the emailed scanned OR to the BAC Secretariat for its information. The Bidder can claim the original copy of the OR from the BCDA cashier during business hours anytime afterwards.</p> <p>The bidder <b>must</b> include a copy of the (scanned) OR in the submission of its bid documents.</p>

<p>2. How will the bidders submit bid proposals?</p>	<p>The bidders are required to submit their eligibility requirements, technical and financial proposals to the BCDA Corporate Center 2F Bonifacio Technology Center, 2nd Ave. corner 31st Street, BGC, Taguig City. Please be assured that the BCDA follows and implements a strict company health protocol which includes the disinfection of all documents, especially external documents, and the BCDA premises, on a regular basis.</p>
<p>3. If bidders choose to avail the bid documents online instead of getting them from the BCDA Office, how will bidders receive the bid documents online?</p>	<p>Bid Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (<a href="http://www.bdda.gov.ph">www.bdda.gov.ph</a>).</p> <p>However, only those who paid for the bid documents are allowed to submit their bids and participate in the bidding.</p>
<p>4. Is it possible for a bidder to attend the opening of the bids online?</p>	<p>Yes. Bidders have the option to attend the bid opening either physically by themselves or their representative/s at the designated venue or through their virtual presence via video conferencing through a Zoom Meeting Link. An email invitation will be sent to bidders who purchased the bid documents.</p>
<p>5. How safe are the bid documents from viruses once they are opened during the bid opening?</p>	<p>BCDA is following a strict health protocol and has put in place a disinfection procedure/area to disinfect all external documents. Thus, BCDA assures the bidders that the Bid Documents are safe during the Bid Opening.</p>
<p>6. How will BAC-G conduct the post-qualification during the GCQ?</p>	<p>The BAC-TWG and representatives shall conduct the post-qualification activities provided under the Revised IRR of RA 9184 and GPPB Resolutions with utmost care and mindful of all the precautionary measures and health safety protocols that</p>

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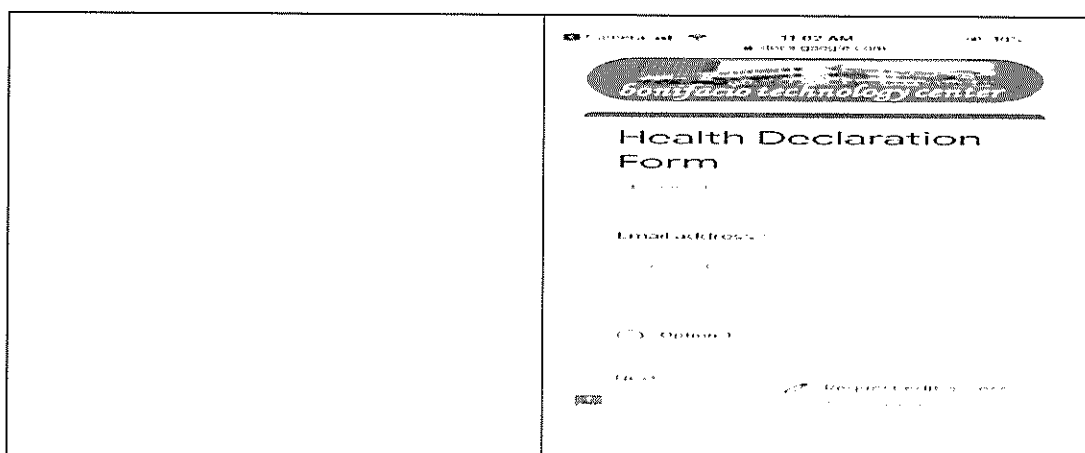


	<p>the government enjoins to be observed. The TWG will conduct validation of documents in the bidder's place of business or conduct interviews with the key officers of the bidder via video conferencing. For this purpose, the bidder shall submit the email addresses of its concerned officers and managers to be interviewed prior to the post qualification.</p> <p>Also, the bidder must ensure that the original copies of the bid documents submitted to BCDA shall be disinfected prior to its inspection by the BAC-G. The bidder shall prepare and reserve a well-ventilated and spacious room, making social and physical distancing possible, where the inspection of the said original documents will be held.</p> <p>Finally, BAC-G TWG/representatives and bidder's representatives are enjoined to wear a facial mask, in good health condition, and maintain physical distance during the post qualification process.</p>
<p>7. Can the bidders be provided with the QR Code for easy access to the building premises of BCDA?</p>	<p>Yes. Kindly scan the prescribed QR Code below:</p> <div data-bbox="893 1344 1260 1758" style="text-align: center;">  <p><b>SCAN THE CODE</b></p> <p>and accomplish the <b>Health Declaration Form</b></p> </div> <p>Upon scanning, please fill-up the Health Declaration Form: (a sample form is shown below)</p>

*[Handwritten signature]*

*[Handwritten initials]*





**2. Clarifications**

- a. The following Approved Budget for the Contract (ABC) for each lot is inclusive of VAT and all other applicable government taxes, fees, and other charges:

Lot	Description	ABC
A	Item 1 - Outside Plant (OSP) Preventive Maintenance Services for DICT's Luzon Bypass Infrastructure	7,900,000.00
	Item 2 - Outside Plant (OSP) Repair Services for DICT's Luzon Bypass Infrastructure (Single-year Framework Agreement)	5,800,000.00
B	Preventive Maintenance Services for International Cable Landing Station and Repeater Stations Facilities	7,150,000.00
C	Supply and Delivery of Diesel for the Generators at Cable Landing Stations and Repeater Stations (Single-year Framework Agreement)	2,100,000.00
D	Security Services of International Cable Landing and Repeater Station	7,650,000.00
Total		Php 30,600,000.00

- b. A complete set of Bidding Documents can be acquired by interested Bidders from the address the **BCDA Corporate Center, 2F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City** starting 19 January 2021 to 08 February 2021 from 8:00 AM to 3:00 PM, and until **09:00 AM on 09 February 2021**, except Saturdays, Sundays and Holidays, upon payment of a non-refundable fee, in cash or manager's check, for the following fees of bidding documents:

Lot	Cost of Bidding Documents (in Php)
A	25,000
B	10,000
C	5,000
D	10,000

If the Bidder shall participate in the procurement of all lots, the bidder shall pay the total amount of Php25,000.00 as the fee of all bidding documents.

- c. The bid should not be more than the ABC, otherwise the bidder shall be disqualified.
- d. The bidders must be registered with PhilGEPS under Platinum Membership, otherwise the bidders will be rated failed which shall result in declaring them as "ineligible".
- e. The bid documents can be accessed from the PhilGEPS and BCDA websites.
- f. The bidders must have completed similar contracts within the prescribed time frame, **as shown in the table below**, prior to the date of submission and receipt of bids. A contract similar to the Project equivalent to at least 50% of the ABC; or at least two (2) similar contracts, the aggregate contract amount of which should be equivalent to at least 50% of the ABC, with the largest of these similar contracts equivalent to at least twenty-five percent (25%) of the ABC. Further, the description of an eligible bidder is described in the Instruction to Bidders (ITB) of the Bid Documents.

Lot No.	Time Frame of Completed Similar Contracts
A	Completed within Five (5) years (January, 2016 to January, 2021) prior to the deadline for the submission and receipt of bids.
B	Completed within Five (5) years (January, 2016 to January, 2021) prior to the deadline for the submission and receipt of bids.
C	Completed within two (2) years (January, 2019 to January, 2021) prior to the deadline for the submission and receipt of bids.
D	Completed within Five (5) years (January, 2016 to January, 2021) prior to the deadline for the submission and receipt of bids.

- g. (FORM SF-GOOD-13a) Statement of ALL 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.

The Statement of All Ongoing Contracts shall indicate, for each contract, the following:

1. name of the contract;
2. date of the contract;
3. contract duration
4. owner's name and address;
5. kinds of Goods;
6. amount of contract and value of outstanding contracts; and
7. date of delivery.

The requirement for the "Statement of all Ongoing Contracts" is merely a "statement" of all ongoing contracts. It refers to a "statement" to be made by the bidder relative to all its ongoing government and private contracts, and not the actual submission of the physical NOA, NTP or Contracts.

- h. (FORM SF-GOOD-13a) Statement of at least one (1) COMPLETED government and/or private contracts which is similar in nature supported with any of the following documents: (in accordance with Clause 5.4 of the BDS):

1. End User's Acceptance; or
2. Sales Invoice; or
3. Official Receipt of the last payment received.

One (1) completed contract\* of similar nature whose contract amount is at least 50% of the ABC, or two (2) similar contracts with the aggregate contract amount which is equivalent to at least 50% of the ABC, is acceptable.

- i. The bidders must follow and be guided by the **checklist of requirements as discussed during the pre-bid conference**. The bidders must also use the revised forms of the 1) Ongoing and Completed Contracts and 2) Statement of Single Largest Completed Contract.\* These are all attached herewith as **Annex A**.
- j. A bid bulletin would be posted in PhilGEPS and BCDA website on 02 February 2021. However, only those who purchased the bidding documents are entitled to directly receive a copy of the Bid Bulletin by email.
- k. Only those bidders who purchased the bid documents are allowed to submit their bids.
- l. The computation of the bid security shall be based on the Approved Budget for the Contract (ABC).

- m. The bidders may submit a notarized Bid Securing Declaration in lieu of other forms of bid security, up to the post qualification. It is important to note, however, that although the Bid Securing Declaration does not require cash, its enforcement shall include automatic blacklisting and payment of certain fines in the event that the bidder violates any of the conditions set forth in the bidding documents.
- n. NFCC Computation shall be based on the Audited Financial Statements for the year 2019, using the computation provided in the Instruction to Bidders, and should be at least equivalent to the ABC.
- o. The bidders are requested to use tabs in compiling their bid documents for quick and easy identification and verification.
- p. Please be guided by the revised schedule of bidding activities, as shown in the table below:

No.	ACTIVITIES	DATE/SCHEDULE (2021)
1	Pre-Procurement Conference	05 January 2021/ 12 January 2021
2	Posting / Publication of Invitation to Bid	19 January 2021
3	Issuance of Bidding Documents	19 January 2021
4	Pre-Bid Conference	10:00AM, 26 January 2021
5	Last Day of Clarification	29 January 2021
6	Issuance of Bid Bulletin	02 February 2021
7	Deadline for Submission of Bids for the ff: <ul style="list-style-type: none"> <li>● Eligibility Requirements</li> <li>● Financial Proposal</li> </ul> <p>Hard copies of bid documents shall be submitted to the BCDA Corporate Center, 2F Bonifacio Technology Center, 2nd Ave. corner 31st Street, Bonifacio Global City, Taguig City.</p>	09:00AM, 09 Feb 2021
8	Opening of the bids for the ff: <ul style="list-style-type: none"> <li>● Eligibility Requirements</li> <li>● Financial Proposal</li> </ul> <p>Bidders may opt to attend opening of bids online. Invitation will be sent to bidders and concerned parties.</p>	10:00AM, 09 Feb 2021
9	Bid Evaluation (TWG's detailed evaluation of the submitted bids)	10-12 February 2021

10	Sending of Letters to the Bidder with LCB or succeeding LCB (if any)	16 Feb 2021
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	17-20 Feb 2021
12	Deliberation of Results of Post qualification	10:00AM, 23 Feb 2021
13	Issuance of BAC's Recommendation (based on the result of Post Qualification)	On or before 27 Feb 2021
14	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 01 March 2021
15	Issuance of Notice to Proceed	On or before 07 March 2021

*\*subject to change*

### 3. Reminders

- a. BCDA adheres to the "No-Contact Rule". All clarifications shall be made in writing and addressed to the BAC-G Secretariat.
- b. Visiting or calling the members of the BAC, the TWG, the Secretariat or anyone working for BCDA is not allowed and will not be entertained.
- c. Dates, in the absence of any qualifications, are meant to be calendar days. Calendar days include Saturdays, Sundays and Holidays.
- d. **The deadline for the submission of bids is on 09 February 2021 at 09:00 AM** at the BCDA Central Receiving and Releasing Area (CRRRA) located at the 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City. The computer system clock, set at Philippine Standard Time (PhST), shall be used as a reference in determining the time for the submission of bids. Hence, participating bidders are advised to synchronize their timepieces with the said computer system clock. **Late bids or those submitted after 09:00 AM on 09 February 2021 shall not be accepted.**
- e. Bidders may submit their eligibility documents days ahead of the deadline for submission in order to avoid late submission.
- f. **Bid opening shall be on 09 February 2021 at 10:00 AM** at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City and via Video Conferencing through Google Meet. Bids will be opened in the presence of the Bidders. Although the bidders' attendance during the Opening of Bids is not compulsory, it is advised that bidders send their representative to assist the BAC and answer clarifications, if any.

- g. Each and every page of the Bid Form must be appropriately signed by the bidder or the bidder's authorized representative. The authorization should also be attached. Failure to do so shall be a ground for the rejection of the Bid.
- h. All licenses, permits and other required clearances should be valid at the time of the submission of bids, Post-Qualification Evaluation, and signing of the contract
- i. The BAC expects the bidders to exercise due diligence in going through the bidding documents so that they can prepare their bids intelligently.
- j. The following documents are required to be NOTARIZED, which should be duly sworn to and include complete information on the PTR No., MCLE No., Authority or Commission Number, etc. of the Notary Public:
  - 1. Omnibus Sworn Statement
  - 2. Bidder's Representative Authorization (as provided in Paragraph 2 of the Omnibus Sworn Statement)
  - 3. Bid Securing Declaration
- k. 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.
- l. BCDA reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

**Please be reminded that all queries after the release of this Bid Bulletin will not be entertained.**

All provisions, conditions and statements in the bidding documents inconsistent with this Bid Bulletin are either modified or rendered ineffective, as the case may be.

**Issued on 02 February 2021.**

**BIDS AND AWARDS COMMITTEE FOR GOODS**

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



**ANNEX A**

**CHECKLIST OF REQUIREMENTS**

Each and every page of the Bid Form, including the Schedule of prices, under Section VIII hereof, shall be signed (full signature) by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid. They must be PROPERLY TABBED, as follows:

ELIGIBILITY AND TECHNICAL COMPONENT	
TAB A	<p><b><u>PhilGEPS Certificate of Registration under Platinum Membership</u></b> (with Annex A); or</p> <p><b><u>Class "A" Eligibility Documents:</u></b> or,</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Registration Certificate</u> from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives</li> <li><input type="checkbox"/> <u>Current &amp; Valid Mayor's/Business Permit</u>, if expired a copy of the expired Mayor's Permit and the Official Receipt as proof that the bidder has applied for renewal of the permit issued by the city or municipality where the principal place of business of the prospective bidder is located</li> <li><input type="checkbox"/> <u>Valid Tax Clearance</u> per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR</li> <li><input type="checkbox"/> <u>Latest Audited Financial Statements</u> stamped received by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.</li> </ul> <p><b><u>Combination</u></b> (PhilGEPS Certificate of Registration under Platinum Membership &amp; Class "A" Eligibility Documents)</p> <p>Note: In case the bidder opted to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184</p>



**TAB  
 B**

**(SF-G&S-19A) Statement of ALL its ongoing government and private contracts,** including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

Lot No.	Similar Contracts
A	Completed within five (5) years (January, 2016 to January, 2021) prior to the deadline for the submission and receipt of bids.
B	completed within five (5) years (January, 2016 to January, 2021) prior to the deadline for the submission and receipt of bids.
C	completed within 2 (two) years (January, 2019 to January, 2021) prior to the deadline for the submission and receipt of bids.
D	Completed within five (5) years (January, 2016 to January, 2021) prior to the deadline for the submission and receipt of bids.

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

- name of the contract;
- date of the contract;
- contract duration;
- owner's name and address;
- kinds of Goods;
- For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
- For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- date of delivery; and



	<p><input type="checkbox"/> end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.</p> <p><b>Note:</b></p> <p><input type="checkbox"/> Statement of all ongoing contracts requirement is merely a "statement" of all ongoing contracts. It refers to a "statement" to be made by the bidder relative to all its ongoing government and private contracts, and not the actual submission of the physical NOA, NTP or Contracts.</p> <p><input type="checkbox"/> The Statement of SLCC to be submitted by the bidder shall attach <u>ANY</u> of the following proof:</p> <ul style="list-style-type: none"> <li>❖ end user's acceptance; or</li> <li>❖ official receipt of the last payment received; or</li> <li>❖ sales invoice</li> </ul>
<p><b>TAB C</b></p>	<p><b>Computation of Net Financial Contracting Capacity (NFCC)</b> in accordance with ITB Clause 5 (Section IX, Bidding Forms) <b>OR Committed Line of Credit</b> from a Universal or Commercial Bank at least equal to ten percent (10%) of the ABC to be bid.</p> <p>FORMULA:  <math display="block">NFCC = [(Current\ assets\ minus\ current\ liabilities)\ (15)]\ minus\ the\ value\ of\ all\ outstanding\ or\ uncompleted\ portions\ of\ the\ projects\ under\ ongoing\ contracts,\ including\ awarded\ contracts\ yet\ to\ be\ started,\ coinciding\ with\ the\ contract\ to\ be\ bid.</math></p>

<p>TAB D</p>	<p><b>Joint Venture Agreement (JVA)</b> in case the joint venture is already in existence, or <b>Duly Notarized Statements</b> from all the potential joint venture partners in accordance with Section 23.1(b) of the 2016 Revised IRR of RA 9184, if applicable.</p> <p>Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</p>
<p>TAB E</p>	<p><b>Bid Security in ANY of the following:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank (2% of the ABC) or;</li> <li><input type="checkbox"/> Bank Draft/Guarantee or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (2% of the ABC) or;</li> <li><input type="checkbox"/> Surety Bond with a Certificate from the Insurance Commission (5% of the ABC); or</li> <li><input type="checkbox"/> Notarized Bid Securing Declaration</li> </ul> <p>Note:          The bid security shall be valid for one hundred twenty (120) calendar days from date of bid opening. Bid Data Sheet ITB Clause 18.2</p>
<p>TAB F</p>	<p><b>Conformity with Technical Specifications</b>, Section VII</p>
<p>TAB G</p>	<p><b>Conformity with Schedule of Requirements</b>, Section VI</p>

<p><b>TAB H</b></p>	<p><b><u>Notarized Omnibus Sworn Statement</u></b> in accordance with Section 25.3 of the 2016 Revised IRR of RA 9184, and using the form prescribed in Section VIII. Bidding Forms</p> <p>Note:          The Omnibus Sworn Statement shall be accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable</p>
<p><b>TAB I</b></p>	<p>For LOT A</p> <ol style="list-style-type: none"> <li>1. Written Statement of the contractor, duly signed by their authorized representative that they have at least five (5) years of direct experience on planning, engineering, supply and delivery, installation, testing and commissioning and experience in operations and maintenance of optical fiber transmission backbone projects/systems.</li> <li>2. Material specifications based on the Common Material and Equipment Specifications enumerated in Annex B and Framework List (brand name and model number), Installation/Construction Practices, Inspection and Acceptance Test Procedures for Outside Plan System and Optical Fiber Cable Systems, Restoration/Maintenance Procedures, Sample Reports/Documentation for Maintenance.</li> <li>3. Project Requirement (project implementation organization chart who will implement the project, list of key personnel with their Qualifications/CV/biodata, Procurement Outside Plant (OSP) Maintenance and Repair Services with Framework for DICT's Luzon Bypass Infrastructure. implementation or work schedule to include work plan). The bidder must provide a dedicated team from start until project completion.</li> </ol> <p>All contractor personnel must have at least 3 year's related experience with respect to their positions except for the Project Manager and Project Engineer which must have a minimum 5 years' experience. All must have the necessary professional/trade certifications related to their field of specialization.</p> <ol style="list-style-type: none"> <li>4. Contractor must submit a formal statement confirming that they have the necessary items that will be used in the maintenance and repair of the network mentioned in the Project Deliverables during the duration of the contract including but not limited to: Manpower, Tools and Equipment and Maintenance Vehicles.</li> <li>5. Must hold a PCAB License on Communications Facilities minimum of C &amp; D (Small B) for the last five (5) consecutive years from the date of Bid Opening. (In case of renewal, the bidder must submit PCAB application and Official Receipt)</li> </ol>



*Handwritten initials/signature*

<p><b>TAB J</b></p>	<p>For LOT B</p> <ol style="list-style-type: none"> <li>1. Written Statement of the contractor, duly signed by their authorized representative that they have at least five (5) years of direct experience on supply and delivery, installation, testing and commissioning and experience in operations and maintenance of Building Facilities and /or Information and Technology Building Facilities.</li> <li>2. Project Requirement (project implementation organization chart of the team who will implement the project). The bidder must provide a dedicated team from start until project completion.</li> <li>3. Must hold a PCAB License related to Building Facility Maintenance with a minimum of "B" for the last five (5) consecutive years from the date of Bid Opening. (In case of renewal, the bidder must submit PCAB application and Official Receipt)</li> </ol>
<p><b>TAB K</b></p>	<p>For LOT D</p> <ol style="list-style-type: none"> <li>1. Certified True Copy of the Agency License to Operate as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA)</li> </ol>

<p><b>FINANCIAL COMPONENT</b></p>	
<p><b>TAB L</b></p>	<p><b>Financial Bid</b> (use Section IX Bidding Forms)</p> <p>Financial Bid Forms shall be duly signed on each and every page by the principal bidder or the bidder's authorized representative.</p> <p><b>ABC: P _____</b>  <i>(Inclusive of VAT and all applicable taxes and fees)</i></p>

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

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

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
<b>Government Contracts:</b>							
1							
2							
<b>Private Contracts:</b>							
1							
2							
<b>Total Amount:</b>							

\*Continue in a separate sheet if necessary.

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

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

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

*[Handwritten signature]*

*[Handwritten initials]*



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

*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

*[Handwritten signature]*

*[Handwritten initials]*



Lot No.	Similar Contracts
A	Installation, Repair Services and Maintenance Services for Telecommunications Infrastructure related to Outside Plant facilities.
B	Preventive maintenance services, Repair Services, Supply and Delivery of Spare Parts of Building Facilities or Information and Communication Technology Facilities or Telecom Facilities.
C	Supply and Delivery of Diesel
D	Procurement of Security Services for critical facilities such as Manufacturing Plants, Power Plants, Sewage Plants, etc.



*gbc*

Republic of the Philippines  
Department of Labor and Employment  
National Wages and Productivity Commission  
**REGIONAL TRIPARTITE WAGES AND PRODUCTIVITY BOARD NO. 3**  
City of San Fernando, Pampanga

**WAGE ORDER NO. RBIII-22**

**SETTING THE MINIMUM WAGE RATES IN REGION III**

**WHEREAS**, the Regional Tripartite Wages and Productivity Board – Region III, is mandated under Republic Act 6727 (The Wage Rationalization Act), to periodically assess wage rates and conduct continuing studies to determine and fix minimum wage rates in the region and issue corresponding Wage Orders, subject to the guidelines issued by the National Wages and Productivity Commission;

**WHEREAS**, pursuant to Sec. 3 (a) of NWPC Guidelines No. 01, Series of 2007, (“Amended Rules of Procedure on Minimum Wage Fixing”) and NWPC Guidelines No. 01, Series of 2015 (“Guidelines in the Conduct of Public Consultations”), the Board *“motu proprio”* scheduled a series of provincial sectoral wage consultations to determine if there is a need to issue a new wage order, considering the socio-economic indicators in the region and its provinces;

**WHEREAS**, the Board conducted public consultations in the following provinces: Bulacan and Pampanga (August 6, 2019); Bataan and Zambales (August 20, 2019); Tarlac and Nueva Ecija (September 10, 2019); and Aurora (September 11, 2019). A regional public hearing was held thereafter in the province of Pampanga on September 20, 2019;

**WHEREAS**, considering the result of the studies made on the prevailing socio-economic conditions in the region and its provinces, the immediate call and appeal of all interested parties from both the workers’ and employers’ sector, and the results of the conduct of the provincial public consultations and regional public hearing, the Regional Board agreed to aid workers and their families to cope with the rising cost of living, help place every family in a decent and humane living condition, and at the same time promote the productivity of business enterprises as providers of employment opportunities;

**WHEREAS**, the Board deemed it just and equitable to increase the minimum wage, considering the amount needed to restore the purchasing power of the workers’ wages, the need to share the fruits of the regional economic growth and development, and further intensify the promotion for installation of productivity-based incentive schemes under the Two-Tiered Wage System;

**NOW THEREFORE**, by virtue of the power and authority vested under Republic Act No. 6727, otherwise known as the Wage Rationalization Act, the Board hereby issues this Wage Order:

**Section 1. AMOUNT OF INCREASE.** Upon the effectivity of this Order, the basic pay of all private sector workers in the provinces of Aurora, Bataan, Bulacan, Nueva Ecija, Pampanga, Tarlac, and Zambales shall be adjusted by **TWENTY PESOS (Php20.00)** per day.



The old and new minimum wage rates of covered workers in the private sector in Region III shall be as follows:

SECTOR/INDUSTRY	Wage Order No. RBIII-21 (Old)							
	Provinces of Bataan, Bulacan, Nueva Ecija, Pampanga, Tarlac, and Zambales			Province of Aurora				
	MW under WO No. RBIII-20	Wage Increase	New Minimum Wage upon effectivity	MW under WO No. RBIII-20	1 <sup>st</sup> tranche: upon effectivity of the Wage Order	New Minimum Wage	2 <sup>nd</sup> tranche: Six (6) months after the effectivity of the Wage Order	New Minimum Wage
<b>Non-Agriculture</b>								
Establishments with 10 or more workers	380	20	400	329	10	339	10	349
Establishments with less than 10 workers	373	20	393					
<b>Agriculture</b>								
Plantation	350	20	370	314	10	324	10	334
Non-Plantation	334	20	354	302	10	312	10	322
<b>Retail Service</b>				264	10	274	10	284
With 10 or more workers	369	20	389					
With 11-15 workers	355	34	389					
With less than 10 workers	355	20	375					

SECTOR/INDUSTRY	Wage Order No. RBIII-22 (New)						
	Provinces of Bataan, Bulacan, Nueva Ecija, Pampanga, Tarlac, Zambales			Province of Aurora			
	MW under W.O. No. RBIII-21	Wage Increase	New Minimum Wage	MW under W.O. No. RBIII-21	Wage Increase	New Minimum Wage	
<b>Non-Agriculture</b>							
Establishments with 10 or more workers	400	20	420	349	20	369	
Establishments with less than 10 workers	393	20	413				
<b>Agriculture</b>							
Plantation	370	20	390	334	20	354	
Non-Plantation	364	20	374	322	20	342	
<b>Retail Service</b>							
Establishments with 10 or more workers	389	20	409	284	20	304	
Establishments with less than 10 workers	375	20	395				

**Section 2. COVERAGE.** The new wage rates provided herein shall apply to all workers and employees receiving the minimum wage in the private sector in the region, regardless of their position, designation or status of employment and irrespective of the method by which their wages are paid.

This Wage Order shall not cover household or domestic workers and persons employed in the personal service of another and workers of Barangay Micro Business Enterprises with Certificates of Authority, pursuant to R.A. 9178.

**Section 3. BASIS OF INCREASE.** The wage increase prescribed under this Wage Order shall be for the normal working hours, which shall not exceed eight (8) hours work a day.

**Section 4. WORKERS PAID BY RESULTS.** All workers paid by results, including those who are paid on piecework, "takay", "pakyaw", or task basis, shall be entitled to receive the prescribed increase in this order per eight (8) hours a day, or a proportion thereof for working less than eight (8) hours.

**Section 5. SPECIAL GROUP OF WORKERS.** The minimum wage rate of apprentices and learners shall in no case be less than seventy-five percent (75%) of the prescribed minimum wage rate under Section 1 of this Wage Order.

All recognized learnership and apprenticeship agreements entered into before the effectivity of this Order shall be considered automatically modified in accordance with the Wage Order.

All qualified handicapped workers shall receive the full amount of the new wage rates prescribed pursuant to R.A. 7277, otherwise known as the Magna Carta for Disabled Person.

**Section 6. PRODUCTIVITY-BASED WAGES.** In order to sustain rising levels of wages and enhance competitiveness, businesses are strongly encouraged to adopt productivity improvement schemes, such as, time and motion studies, good housekeeping, quality circles, labor-management cooperation, as well as implement gain-sharing programs. Accordingly, the Regional Board shall provide the necessary studies and technical assistance pursuant to RA 6971, the Productivity Incentives Act of 1990.

**Section 7. PRIVATE EDUCATIONAL INSTITUTIONS.** In the case of private educational institutions, the share of workers and employees covered in the increase in tuition fees for School Year 2019-2020 shall be considered as compliance with this Wage Order. Where the share of the workers and employees is less than what is provided herein, the employer shall pay the difference starting School Year 2020-2021.

Private educational institutions which have not increased their tuition fees for the School Year 2019-2020 may defer compliance with the provisions of this Wage Order until School Year 2020-2021.

In any case, all private educational institutions shall implement the increase prescribed herein starting School Year 2020-2021.

**Section 8. CONTRACTORS.** In the case of contracts for construction projects and for security, janitorial and similar services, the prescribed wage increase of the workers shall be borne by the principals or clients of the construction/service contractors and their contracts shall be deemed amended accordingly. In the event, however, that the principals or clients fail to pay the prescribed increases, the construction/service contractors shall be jointly and severally liable with his principal or client.

**Section 9. EXEMPTION.** Upon application with and as determined by the Board, the following may be exempt from the applicability of this Wage Order, subject to applicable rules and regulations issued by the Commission:

1. Distressed Establishments, as defined in the NWPC Guidelines No. 02, Series of 2007;
2. Establishments adversely affected by calamities such as natural and/or human-induced disasters in accordance with NWPC Resolution No. 01, Series of 2014.

**Section 10. APPEAL TO THE COMMISSION.** Any party aggrieved by this Wage Order may file a verified appeal to the Commission through the Board within ten (10) calendar days from the publication of the Order.

**Section 11. EFFECT OF FILING OF APPEAL.** The filing of the appeal does not operate to stay the Order unless the party appealing such Order shall file with the Commission an undertaking with a surety or sureties satisfactory to the Commission for payment of the corresponding increase to employees affected by the Order in the event such Order is affirmed.

**Section 12. CREDITING.** Increases granted by an employer within ninety (90) days prior to the effectivity of this Wage Order shall be credited as compliance with the Order, provided that, where such increases are less than what is provided in the Order, the employer shall pay the difference.

Such increases shall not include CBA anniversary wage increases, merit wage increases and those resulting from the regularization or promotion of employee, unless there is an agreement expressly allowing such crediting.

**Section 13. EFFECTS ON EXISTING WAGE STRUCTURE.** Pursuant to Article 124 of the Labor Code of the Philippines, as amended, any dispute that should arise as a result of a significant wage distortion, the employer and the union shall negotiate to correct the distortion through the grievance procedure under their Collective Bargaining Agreement, and if it remains unresolved, through voluntary arbitration. Unless otherwise agreed by the parties in writing, such dispute shall be decided by the voluntary arbitrator or panel of voluntary arbitrators within ten (10) calendar days from the time said dispute was referred to voluntary arbitration.

In cases where there are no collective bargaining agreements or recognized labor unions, the employers and workers shall endeavor to correct such distortions. Any dispute arising therefrom shall be settled through the National Conciliation and Mediation Board (NCMB) and if it remains unresolved after ten (10) calendar days of conciliation, the same shall be referred to the appropriate branch of the National Labor Relations Commission (NLRC). The NLRC shall conduct continuous hearings and decide the dispute within twenty (20) calendar days from the time said dispute is submitted for compulsory arbitration.

**Section 14. COMPLAINTS FOR NON-COMPLIANCE.** Complaints for non-compliance with this Wage Order shall be filed with the Regional Office of the Department of Labor and Employment (DOLE) having jurisdiction over the workplace and shall be subject to the mandatory thirty (30) days conciliation and mediation process under Single Entry Approach (SEnA). However, if settlement fails, the case becomes subject of enforcement proceedings under Article 128 and 129 of the Labor Code, as amended.

**Section 15. NON-DIMINUTION OF BENEFITS.** Nothing in this Wage Order shall be construed to reduce any existing wage rates, allowances, and benefits of any form under existing laws, decrees, issuance, executive orders and/or under any contract or agreement between workers and employers.

**Section 16. PENAL PROVISION.** Any person, corporation, trust or firm, partnership, association or entity which refuses or fails to pay the prescribed wage rates in accordance with this Wage Order shall be subject to the penal provisions under R.A. 6727, as amended by R.A. 8188.

**Section 17. PROHIBITION AGAINST INJUNCTION.** No preliminary or permanent injunction or temporary restraining order may be issued by any court, tribunal, or other entity against any proceedings before the Board.

**Section 18. FREEDOM TO BARGAIN.** This Wage Order shall not be construed to prevent workers in particular firms or enterprises of industries from bargaining for higher wages with their respective employers.

**Section 19. REPORTING REQUIREMENTS.** Any person, company, corporation, partnership, or any entities engaged in business shall submit a verified itemized listing of their labor component to the Board not later than January 31, 2019 and every year thereafter in accordance with the form prescribed by the Commission.

**Section 20. REPEALING CLAUSE.** All orders, rules, and regulations, or parts thereof inconsistent with the provision of this Wage Order are hereby repealed, amended or modified accordingly.

**Section 21. SEPARABILITY CLAUSE.** If, for any reason, any section or provision of this Wage Order is declared unconstitutional or illegal, the other provisions or parts shall remain valid.

**Section 22. IMPLEMENTING RULES.** The Board shall prepare the necessary rules to implement this Wage Order subject to the approval of the Secretary of Labor and Employment.

**Section 23. ADVISORY ON PERFORMANCE BASED INCENTIVE PAY.** Pursuant to the Two-Tiered Wage System, Advisory No. RTWPBIII-01 has been issued to guide establishments in the formulation, adoption and implementation of productivity programs and performance and productivity-based incentive schemes that an enterprise may provide based on agreement between workers and management.

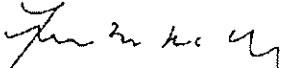
**Section 24. EFFECTIVITY.** This Wage Order shall take effect fifteen (15) days after its publication in at least one (1) newspaper of general circulation.

**APPROVED** this 27th day of November 2019 at the City of San Fernando, Pampanga.


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*For m. 100*


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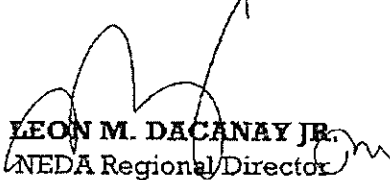
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**FLORDELIZA MARIA C. REYES-RAYEL**  
Member, Employers' Representative


  
**MARCO D. NEPOMUCENO**  
Member, Employers' Representative

  
**RAUL C. REMODO**  
Member, Workers' Representative

  
**EDGAR B. VENTURA**  
Member, Workers' Representative

  
**LEON M. DACANAY JR.**  
NEDA Regional Director  
Vice-Chairperson

**JUDITH P. ANGELES**  
DTI Regional Director  
Vice-Chairperson

  
**MA. ZENAIDA A. ANGARA-CAMPITA**  
DOLE Regional Director  
Chairperson

**Date of Publication:** 17 December 2019

**Date of Effectivity:** 01 January 2020

## WAGE ORDER NO. RB1-20

### "PROVIDING FOR NEW DAILY MINIMUM WAGE RATES OF WORKERS AND EMPLOYEES IN REGION 1."

**WHEREAS**, the Regional Tripartite Wages and Productivity Board No. 1 (RTWPB-1) is mandated under R.A. 6727 (The Wage Rationalization Act) to periodically review the prevailing socio-economic and other conditions in the Region and if necessary to determine the applicable daily minimum wage rates;

**WHEREAS**, the previous Wage Order No. RB1-19 issued by the Board on November 24, 2017 which took effect on 25 January 2018 had already reached its one (1) year anniversary on 25 January 2019;

**WHEREAS**, in the absence of any petition for wage increase, the Board, *motu proprio*, reviewed the existing wage rates, and after due notice to concerned labor and management sectors, conducted public hearings on 15 February 2019 in Dagupan City, Pangasinan for the provinces of La Union and Pangasinan and 19 February 2019 in Vigan City for the provinces of Ilocos Sur and Ilocos Norte with concerned labor and management sectors in order to determine whether there is a need to adjust the minimum wages in the Region;

**WHEREAS**, after giving due consideration on the results of the public hearings and consistent with the government policy of inclusive growth, the Board deemed it necessary to adjust the prevailing daily wage rates of workers/employees in the Region to enable them to cope with the rising cost of living without impairing the viability of business and industry;

**WHEREAS**, there is a need to simplify the wage structure and adopt employment size in determining the classification of the various industries for easier administration and implementation of the wage order as well as to conform with the provisions of RA 6727, Sec. 4(a), which provides, among others, employment size as basis.

**NOW THEREFORE**, by virtue of the power and authority vested under Republic Act No. 6727, otherwise known as the Wage Rationalization Act, the Regional Tripartite Wages and Productivity Board - Region 1 hereby issues this Order.

#### SECTION 1. NEW MINIMUM WAGE RATES

Upon the effectivity of this Order, the Minimum Wage Rates of all workers/employees in the private sector in the Region shall be increased as follows:

- a. For workers receiving P310/day in establishments employing 30 or more, shall receive an increase of P30/day.
- b. For workers receiving P285/day in establishments employing 10 to 29 workers, shall receive an increase of P25/day.

- c. For workers receiving P265/day in establishments employing less than 10 workers, shall receive an increase of P17/day.
- d. For workers receiving P256/day in establishments employing less than 10 workers, shall receive an increase of P17/day upon effectivity of this Order and additional P9/day 6 months after effectivity of this Order.
- e. For workers receiving P265/day in Agriculture Plantation enterprises, shall receive an increase of THIRTY PESOS (P30.00)/day.
- f. For workers receiving P256/day in Agriculture Non-Plantation enterprises, shall receive an increase of TWENTY SIX PESOS (P26.00)/day.

The new daily minimum wage rates of covered workers in the private sector in Region 1 shall be as follows:

Employment Size (Source: RA 6727)	Previous Wage Rates (W.O. No. RB1-19)	Amount of Increase	New Wage Rates (W.O. No. RB1-20)
<b>Non-Agriculture</b>			
a. 30 or more Employees	P310	30	P340
b. 10-29 employees	285	25	310
c. 1-9 employees	265 (category above 3M-15M)	17	282
d. 1-9 employees	256 (category 3M and below)	17 9	273 - upon effectivity 282 - after 6 months from effectivity
<b>Agriculture</b>			
e. Plantation	265	30	295
f. Non-Plantation	256	26	282

**SECTION 2. COVERAGE:**

All workers/employees in the private sector receiving the minimum wage rates in the Region are covered by the wage increase prescribed herein irrespective of their positions, designations or status of employment and regardless of the method by which their wages are paid.

This Order shall not cover Kasambahay/Domestic workers; persons employed in the personal service of another; and workers and employees of registered Barangay Micro Business Enterprises (BMBE) with Certificates of Authority pursuant to Republic Act 9178, as amended.

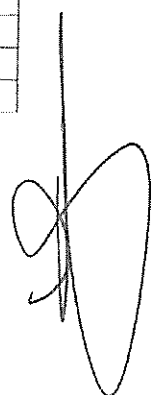
**SECTION 3. BASIS OF MINIMUM WAGE**

The minimum wage rates prescribed under this Order shall be for the normal working hours which shall not exceed eight (8) hours work per day.

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*Amiguesal*

**SECTION 4. PRODUCTIVITY AND OTHER PERFORMANCE INCENTIVE PROGRAM (PIP)**

In order to sustain increasing levels of wages and enhance competitiveness, labor and management as partners are encouraged to adopt productivity improvement schemes that will improve the quality of life of workers and in turn enable them to produce and earn more, such as time and motion studies, good housekeeping, quality circles, labor and management cooperation as well as implement gain-sharing and other performance incentive programs.

*Justina*

Pursuant to the Two-Tiered Wage System, Wage Advisory No. RB 1-01 has been issued to guide private establishments in the formulation, adoption and implementation of productivity programs and performance and productivity-based incentive that an enterprise may provide based on agreement between workers and management.

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The Board shall continue to issue advisories on PIPs for adoption by all sectors in the Region.

**SECTION 5. MINIMUM WAGE RATES APPLICABLE TO BUSINESS ESTABLISHMENTS WITH MULTIPLE BUSINESS ACTIVITIES**

The minimum wage rates applicable to business establishments performing multiple business activities not separately registered with any appropriate government agency shall be determined in accordance with their dominant business activity.

*Changinward*

**SECTION 6. CREDITABLE WAGE INCREASE**

Wage increases granted by an employer within three (3) months prior to the effectivity of this Wage Order by virtue of Collective Bargaining Agreement in unionized establishments and those of the non-unionized sectors setting equal or greater than the minimum wage rates herein provided shall be considered compliance herewith; and

Anniversary wage increases, merit wage increases and those resulting from their regularizations or promotion of employees shall not be credited as compliance.

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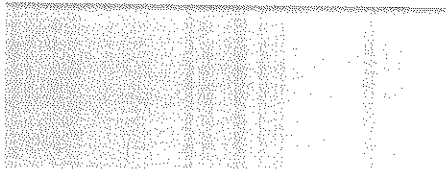
**SECTION 7. WORKERS PAID BY RESULTS**

All workers paid by results, including those who are paid on piecework, "takay", "pakyaw" or task basis, shall receive not less than the adjusted amount prescribed by this Order for the normal working hours which shall not exceed eight (8) hours per day or a proportion thereof for working less than eight (8) hours.

**SECTION 8. WAGES OF SPECIAL GROUPS OF WORKERS AND EMPLOYEES**

Persons employed under Apprenticeship or Learnership Agreement shall be entitled to not less than Seventy Five Percent (75%) of the new minimum wage rates under this Order.

*[Handwritten signature]*





All Learnership and Apprenticeship Agreements entered into before the effectivity of this Order shall be automatically modified insofar as their wage clauses are concerned to reflect the new prescribed wage rates.

All qualified handicapped workers shall receive the full amount of increase in this Order pursuant to R.A. 7277.

**SECTION 9. APPLICATION TO PRIVATE EDUCATIONAL INSTITUTIONS**

All Private Educational Institutions shall implement this Order starting School Year 2018-2019.

The share in the tuition fee increases of covered workers and employees for School Year 2018-2019 shall be considered as compliance with this Order, however, payment of any shortfall shall be given starting School Year 2019-2020.

Private Educational Institutions which have not increased their tuition fees for the School Year 2018-2019, may defer compliance with the provisions of this Order until School Year 2019-2020.

**SECTION 10. APPLICATION TO CONTRACTORS**

In the case of contracts for construction projects and for security, janitorial and similar services, the prescribed increase shall be borne by the principals or clients of the construction/service contractors and the contracts shall be deemed amended accordingly. In the event, however, that the principals or clients fail to pay the prescribed increase, the construction/service contractors shall be jointly and severally liable with their principals or clients.

**SECTION 11. MOBILE AND BRANCH WORKERS/EMPLOYEES**

The minimum wage rates of workers and employees, who by the nature of their work have to travel, shall be those applicable in the domicile or head office of the employer.

The minimum wage rates of workers and employees working in branches or agencies of establishments within or outside the region shall be those applicable in the place where they are stationed.

**SECTION 12. TRANSFER OF WORKERS AND EMPLOYEES**

The transfer of workers and employees from one region to another shall not diminish the wage rates being enjoyed by them prior to such transfer. The workers and employees transferred to other regions with higher wage rates shall be entitled to the minimum wage rate applicable therein.

**SECTION 13. EXEMPTION**

The following categories of establishments may be exempted from compliance with this Order, upon application with and as determined by the Board in accordance with the National Wages and Productivity Commission (NWPC) Guidelines No. 2, Series of 2007 (NWPC Amended Rules on Exemption)

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1. Distressed establishments;
2. New business establishments;
3. Retail/Service establishments employing not more than ten (10) workers; and
4. Establishments adversely affected by calamities such as natural and human-induced disasters.

#### **SECTION 14. DURATION AND EXTENT OF EXEMPTION**

Establishments that applied for exemption and found qualified may be granted a partial or full exemption of one (1) year in accordance with the NWPC Guidelines No. 02, Series of 2007.

#### **SECTION 15. EFFECT OF APPLICATION FOR EXEMPTION**

An application for exemption duly filed shall have the effect of deferring any action on any complaint for non-compliance with the Order until resolution of the application by the Board.

In case the application for exemption is not approved, covered workers and employees of the applicant-establishment shall be paid the prescribed minimum wage rates under this Order plus one percent (1%) simple interest per month retroactive to the effectivity of this Order.

#### **SECTION 16. APPEAL TO THE COMMISSION**

Any party aggrieved by this Order may file a verified appeal with the NWPC through the Board within ten (10) calendar days from the publication of this Order.

#### **SECTION 17. EFFECT OF AN APPEAL**

The filing of the appeal does not operate to stay this Order unless the party appealing such Order shall file with the NWPC an undertaking with a surety or sureties satisfactory to the NWPC for payment of the corresponding increase for covered workers and employees in the event this Order is affirmed.

#### **SECTION 18. EFFECT ON EXISTING WAGE STRUCTURE**

In case the wage increases provided for by this Order result in the distortion of the wage structure within an establishment, the same shall be corrected in accordance with the procedure provided for under Article 124 of the Labor Code, as amended.

#### **SECTION 19. COMPLAINTS FOR NON-COMPLIANCE**

Complaints for non-compliance with this Order shall be filed with the Department of Labor and Employment Regional Office I (DOLE-Region 1) having jurisdiction over the workplace and shall be subject to the mandatory thirty (30) day conciliation and mediation process under Single Entry Approach (SEnA). However, if settlement fails, the case becomes subject of enforcement proceedings under Article 128 of the Labor Code, as amended.

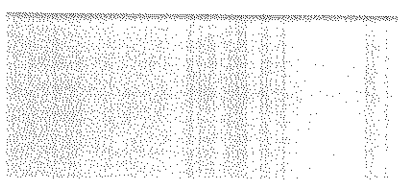
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**SECTION 20. NON-DIMINUTION OF BENEFITS**

Nothing in this Order shall be construed to reduce any existing wage rates, allowances and benefits of any form under existing laws, decrees, issuances, executive orders and/or under any contract or agreement between the workers/employees and employers.

*Amor*

**SECTION 21. PENAL PROVISION**

Any person, corporation, trust or firm, partnership, association or entity who refuses or fails to pay the prescribed increases in this Order, shall be punished by a fine of not less than P25,000.00 nor more than P100,000.00 or imprisonment of not less than two (2) years nor more than four (4) years or both such fine and imprisonment at the discretion of the court pursuant to the provision of Section 12 of R.A 6727, as amended by R.A. 8188.

*[Signature]*

**SECTION 22. PROHIBITION AGAINST INJUNCTION**

No preliminary or permanent injunction or temporary restraining order may be issued by any court, tribunal or other entity against any proceedings before the Board.

**SECTION 23. FREEDOM TO BARGAIN**

This Order shall not be construed to prevent workers in particular firms or enterprises or industries from bargaining for higher wages with their respective employers.

*Amor*

**SECTION 24. REPORTORIAL REQUIREMENT**

Any person, company, corporation, partnership or any entity engaged in the business shall submit a verified itemized listing of their labor component to the Board not later than 31 January 2019 and every year thereafter in accordance with the form prescribed by the NWPC.

*[Signature]*

**SECTION 25. REPEALING CLAUSE**

All orders, issuances, rules and regulations, or parts thereof inconsistent with the provision of this Order are hereby repealed, amended or modified accordingly.

**SECTION 26. IMPLEMENTING RULES**

The Board shall prepare the necessary rules to implement this Order subject to the approval of the Secretary of Labor and Employment.

**SECTION 27. SEPARABILITY CLAUSE**

If, for any reason, any section or provision of this Order is declared unconstitutional or illegal, the other provisions or parts shall remain valid.

*[Signature]*



**SECTION 28. EFFECTIVITY**

This Order shall take effect fifteen (15) days after its publication in a newspaper of general circulation in the Region.

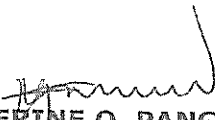
**UNANIMOUSLY APPROVED** this 19<sup>th</sup> day of March, 2019, City of San Fernando, La Union, Philippines.


ATTESTED BY:

  
**ATTY. ROMINA E. BOADO-CABRILLOS**  
Board Secretary VI

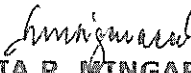
APPROVED:

**JERRY V. PARLAN**  
Employers' Representative

  
**CATHERINE Q. PANGAN**  
Workers' Representative

  
**SALVADOR R. POSERIO**  
Employers' Representative

  
**NESTOR G. RILLON**  
Vice-Chairperson

  
**DARIA R. MINGARACAL**  
Vice-Chairperson

  
**NATHANIEL V. LACAMBRA**  
Chairperson





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

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

Tel. Nos.: 722-4002 / 356-3050

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

**Cost Distribution Per Month  
Region I - ILOCOS - WAGE ORDER NO. RB I-20  
Effective April 30, 2019**

Days worked per week No. of days/year	7 days	
	393.80 8 hrs work/day	393.80 12 hrs work/day
<b>Amount to Guard</b>		
New Daily Wage ( DW)	P 340.00	P 340.00
Ave. Pay/ Month (DW x no. of days per yr/12)	11,157.67	11,157.67
Night Differential Pay (Ave. Pay/mo. X 10% x1/3)x1/2)	371.92	557.88
13th Month pay (DW x 365 /12/12)	861.81	861.81
5 Days Incentive Pay ( DW x 5/12)	141.67	141.67
Uniform Allowance ( R.A 5487)	100.00	100.00
Overtime Pay	-	7,056.84
	P 12,633.07	P 19,875.87
<b>Amount to Gov't. In Favor of Guard</b>		
Retirement Benefit ( R.A. 7641)(DW X 22.5 / 12)	P 637.50	P 637.50
SSS Premium (April 2019)	*	1,520.00
Philhealth Contribution	*	163.42
State Insurance fund	10.00	30.00
Pag-Ibig Fund	100.00	100.00
	P 1,860.92	P 2,440.92
<b>A. TOTAL AMOUNT TO GUARD &amp; GOVT.</b>	P 14,493.99	22,316.79
<b>B. AGENCY FEE</b>		
Administrative Overhead	3,478.58	4,703.76
<b>C. VALUE ADDED TAX (Agency fee x 12%VAT-RMC-039-2007)</b>	417.43	564.45
<b>MINIMUM CONTRACT RATE</b>	<b>P 18,390.00</b>	<b>P 27,585.00</b>

Areas Covered: Covers the Provinces of Ilocos Norte, Ilocos Sur, La Union and Pangasinan and Cities of Laoag, Batac, Vigan, Gandon, San Fernando, Urdaneta, Dagupan, San Carlos and Alaminos.

Overtime Computation

Overtime 7 Days	
Rate per hour (340/8)	42.50
Regular Days (42.50 X 125% X 297 X 4)	63,112.50
Regular Holidays (42.50 X 260% X 12 X 4)	5,304.00
Sundays / Rest Days (42.50 X 169% X 52 X 4)	14,939.60
Special Days, Rest Days (42.50 X 195% X 4 X 4)	1,326.00
	84,682.10
Divided by:	12.00
Overtime Pay (4) hours/day	7,056.84

NOTE:

- In compliance to the new salary Bracket coverage of SSS in accordance to their Memorandum Circular 2019-005, effective April 1, 2019 and Philhealth Circular No. 2017-0024, effective January 1, 2018.
- Issuance of the new DOLE 2019 Revised number of days of work (EEMR) Breakdown per employee.

- Total 10% Night differential pay should be paid to night shift guards amounting to P 1,115.77  
8 hrs at 371.92 x 3 = P 1,115.77  
12 hrs at 557.88 x 2 = P 1,115.77
- For Those Using Separate Cost Breakdown for Day & Night Shift Breakdown the total amount of the 10% ND Pay (P 1,115.77) should be included only in the NIGHT SHIFT Cost Breakdown

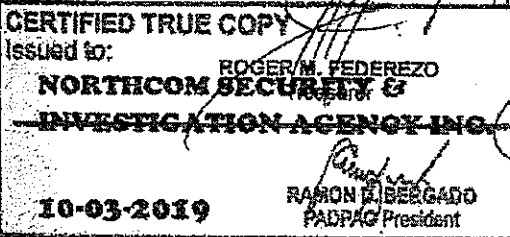
**COMMITTEE ON PADPAO RATE COMPUTATION**

**RAMON D. BERGADO**  
President

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

**SUSAN S. GERVASIO**  
Secretary

**HELEN C. AQUINO**  
Auditor



## Technical Specifications

*[Bidders must state here either "Compliant" or "Not Compliant" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

Item	Specification	Statement of Compliance	
		Compliant	Non Compliant
LOT A	<b>Outside Plant (OSP) Maintenance and Repair Services for Luzon Bypass Infrastructure under Framework Agreement for DICT's</b>		
3.	<b>OBJECTIVE</b>		
	3.1. The main objective of this procurement is to ensure that DICT- Luzon Bypass Fiber Optic Network is operational 24/7 and immediate restoration/repair on the occasion that there is fiber network degradation and/or failure, including power cable.		
	3.2. The Project will secure services for the maintenance of the following OSP facilities:		
	3.2.1. Front-haul: Beach manhole to Cable Landing Station(CLS) with a total of 6 kilometers fiber optics, 3run-4 inches HDPE pipe, 33 manholes, and beach manholes, including power cable (8-15 KV-DC)		
	3.2.2. Terrestrial: Baler CLS to SFLU CLS with a total of 240.2 kilometers fiber optics, 2-ducts (7-way microduct and 40mm HDPE), combination of underground, trench and bridge attachment, 315 pcs. (manholes, service box and access box).		

	3.3. The winning bidder will supply labor and necessary materials needed in the maintenance of the network or otherwise provided by DICT.		
4.	<b>SCOPE OF THE PROJECT</b> Maintenance and repair services includes the following services/activities to be rendered by the Contractor to ensure the continuous operation of the DICT- Luzon Bypass Fiber Optic Network.		
	<b>4.1. Detailed Scope of Works for Maintenance</b>		
	4.1.1. All FOC routes under Luzon Bypass Fiber Optic Network shall be patrolled daily. Special cases, such as construction near the network routes and sites, will require daily visits to monitor 3rd party activities, ensure that there is no risk to the network, and to prevent any cable cuts. The patrolling activity shall be summarized in a weekly patrolling report and submitted to DICT including update of all construction near the duct facilities.		
	4.1.2. In the event that the contractor detects, or has been made aware, that a third party is working or intends to work close to DICT-Duct Facility and FOC Network, contractor shall but not limited to;		
	4.1.2.1. Inform DICT as soon as possible. DICT will be the one coordinating this to local government authority for appropriate action.		
	4.1.2.2. Duly fill a warning letter form, get it signed by the 3rd party/project owner and submit to DICT.		
	4.1.2.3. Document the third party name, route under risk, date/time, and expected action to take.		
	4.1.2.4. If the 3rd party has all permission, locate the cable route, monitor the 3rd party activities to ensure that there is no risk to the DICT network and to prevent any cable/ duct cut or damage.		

	4.1.3. Report of damaged DICT facilities for the Luzon By-pass fiber network.		
	4.1.4. Follow up on all cut cases up to permanent repair and settlement is completed with third party/project owners.		
	4.1.5. Contractor shall execute proper and advance coordination with DICT for DICT to timely facilitate the needed permits from the government authorities and municipalities for them to carry out the preventive maintenance service.		
	4.1.6. Conduct cleaning and dewatering of manholes/service box at least twice (2) a year.		
	4.1.7. Sealing of vacant and occupied pipes with end cap/plug and simplex duct plug respectively.		
	4.1.8. Check and replace missing end caps, connectors (micro-duct).		
	4.1.9. Perform monthly link attenuation test on all dark fibers from ODF to ODF between Cable Landing Station to Relay Station and Relay Station to Relay Station to check if span loss is within acceptable limits.		
	4.1.10. Contractor should submit a Traffic Management Plan for every scheduled activity along the Luzon By-pass fiber network.		
	4.1.11. Submit weekly, monthly and quarterly reports as Key Performance Indicator (KPI).		
	<b>4.2. Repair Services through Framework Agreement</b>		
	4.2.1. Detailed Scope of Works		
	4.2.1.1. Secure 24/7 on-call/standby repair team for immediate response in case of network failure..		



	<p>4.2.1.2. Regardless of the cause, the contractor should find out the fault, cut or damage the location and splice the working fibers (and High-Voltage power cable if fault is in the fronthaul) to restore the traffic as soon as possible. Splicing of the non-functioning fibers and couple the free ducts should be done on the permanent restoration;</p>		
	<p>4.2.1.3. Contractor shall prepare and submit an incident report, notice for cable cut\duct damage to DICT.</p>		
	<p>4.2.1.4. Restoration and replacements of damaged and/or stolen fiber optic cables.</p>		
	<p>4.2.1.5. Restoration and replacements of damaged and/or stolen power cables.</p>		
	<p>4.2.1.6. Restoration/Repair of broken duct/conduit system and other underground facilities including bridge attachments.</p>		
	<p>4.2.1.7. Installation of duct/conduit system including existing facility for the rerouting due to road widening and other related works.</p>		
	<p>4.2.1.8. Restoration and repair is not limited to fiber optic network link, but also to OSP facilities (ex. uplifting of manhole frame and cover, manhole repair).</p>		
	<p>4.2.1.9. Installation of aerial cable including all accessories, if necessary (for temporary restoration).</p>		
	<p>4.2.1.10. Pole installation including all accessories, if necessary (for temporary restoration).</p>		
	<p>4.2.1.11. For repair and restoration of fiber optic cable, the contractor must submit revised as-built plans (in PDF format and printed in A3 paper), test results (OTDR before and after and Optical Loss</p>		

	24 X 7 X 365 Days Monday to Sunday	LEVEL 1	Max. 2 hours  (must be on site/work place)	8 hours from issuance of trouble ticket			
		LEVEL 2		6 Days from issuance of trouble ticket @ level 1			
		<p>Level 1: Temporary Restoration- cable re-routing (from underground to aerial and pole installation, fiber blowing on vacant tube).</p> <p>Level 2: Permanent Restoration- base on original plan. Count zero (0) is the time received of the trouble ticket by the contractor on Level 1.</p> <p>Notes: Failure to comply with the given restoration time will result in Liquidated Damages.</p>					
5.	<b>PROJECT DELIVERABLES</b>						
	<p><b>5.1. Maintenance Supplies/Materials and Equipment</b></p> <p>Contractor will provide all materials, labor and equipment needed for the maintenance and repair services of the Luzon-Bypass Fiber Optic Network or otherwise provided by DICT.</p> <p><i>Note: All materials/supply to be used by the contractor is subject for approval of DICT and shall conform to Common Materials and Equipment Specifications in Annex B</i></p>						
	<p><b>5.2. Reports, Specification, Practices and Procedures</b></p> <p>The following Reports, Practices and Procedures shall be prepared by the Contractor, called as the "Technical Documents" in this paragraph, to be approved by DICT.</p>						
	5.2.1. Installation/Construction Practices						
	5.2.2. Restoration/Maintenance Procedures						

	<p>5.2.3. Inspection and Acceptance Test Procedures, For Outside Plant System and Optical Fiber Cable Systems</p>		
	<p>5.2.4. KPI Report</p> <p><i>Note: The Contractor shall submit to DICT all the technical documents both in hardcopy and softcopy (in original editable format) including all revised as-built plans and drawings involved in the project</i></p>		
	<p><b>5.3. Manpower Work Requirements</b></p>		
	<p><b>5.3.1. Manpower</b></p> <p>Personnel must be properly trained to use such related equipment and do the maintenance and must be available on a moment's notice in cases of fiber cut/break.</p> <p>In order to effectively maintain the FOC Network, maintenance personnel, at the minimum, must include the following:</p> <ul style="list-style-type: none"> <li>a. One (1) Project Manager</li> <li>b. One (1) Project Engineer/Coordinator</li> <li>c. One (1) Warehouseman</li> <li>d. Two (2) Maintenance team that consists of seven (7) personnel <b>(1 team dedicated per Segment)</b> <ul style="list-style-type: none"> <li>- One (1) OSP Supervisor</li> <li>- Two (2) Lineman</li> <li>- Two (2) Splicers/Commissioning personnel</li> <li>- Two (2) Support personnel</li> </ul> </li> <li>e. Two (2) Repair/Restoration team that consists of the following personnel <b>(1 team allotted per Segment)</b> <ul style="list-style-type: none"> <li>- One (1) OSP Supervisor</li> <li>- Two (2) Lineman</li> <li>- Two (2) Splicers/Commissioning personnel</li> <li>- Two (2) Support personnel</li> <li>- One (1) HDD Team</li> </ul> </li> </ul>		

	<p style="text-align: center;">- One (1) Fiber Blowing Team</p> <p><i>Note: All contractor personnel must have at least 3 year's related experience with respect to their positions except for the Project Manager and Project Engineer which must have a minimum 5 years' experience. All must have the necessary professional/trade certifications related to their field of specialization. Also, all personnel communication expenses should be shouldered by the contractor.</i></p>		
	<p><b>5.3.2. Satellite Office with Warehouse Capability</b></p> <p>The contractor must establish or use existing satellite offices for each Segment of the Luzon Bypass Infrastructure to promptly carry out daily activities.</p> <p>The Satellite Office, where the technical team will be stationed, should have a Warehouse for storage of all materials provided by the Contractor and DICT. Contractor is required to update and maintain records of the list of supplies and materials, when stocks are being used or consumed and are readily available upon request of DICT.</p> <p>Segment A Satellite Office is responsible from Baler Front-haul to MH149 while Segment B Satellite Office is responsible from SFLU Front-haul to MH 149.</p> <p>The contractor has the option to choose the location of their offices along the Segment of the LBI, preferably midway of the Segment for better restoration response time. The contractor has the option to use its existing warehousing facilities provided they comply with the response time consistent with the SLA</p>		
	<p><b>5.3.3. Personnel Protective Equipment (PPE) and Safety Devices</b></p> <p>Contractor must also provide and ensure that all personnel are wearing proper PPE at all times and use safety devices in their working area to</p>		

	<p>avoid any accident. Personnel should also wear proper uniforms and ID at all times.</p> <p>Site/workplace must have proper warning devices/signage during restoration.</p>																		
	<p><b>5.4. Tools and Equipment</b></p> <p>As part of the maintenance activity, all necessary equipment and tools must be available at all times. Contractor must have the following common tools and equipment to do the maintenance activities in the duration of the contract.</p> <table border="1" data-bbox="288 801 965 1859"> <thead> <tr> <th data-bbox="288 801 965 869">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="288 869 965 936">*Arc Fusion Machine</td> </tr> <tr> <td data-bbox="288 936 965 1003">*Optical Loss Test Set (Power Meter &amp; Light Sou</td> </tr> <tr> <td data-bbox="288 1003 965 1070">*Optical Time Domain Reflectometer (OTDR)</td> </tr> <tr> <td data-bbox="288 1070 965 1137">Fiber Blowing machines (w/complete accessorie</td> </tr> <tr> <td data-bbox="288 1137 965 1205">HDD machines (w/ complete accessories)</td> </tr> <tr> <td data-bbox="288 1205 965 1272">Splicing Tools/Equipment</td> </tr> <tr> <td data-bbox="288 1272 965 1339">Micro-duct jointing tools</td> </tr> <tr> <td data-bbox="288 1339 965 1406">Submersible pump</td> </tr> <tr> <td data-bbox="288 1406 965 1473">Lineman Tool Kits</td> </tr> <tr> <td data-bbox="288 1473 965 1541">Cable jack/trailer or Boom truck</td> </tr> <tr> <td data-bbox="288 1541 965 1608">Jack hammer</td> </tr> <tr> <td data-bbox="288 1608 965 1675">Air Compressor</td> </tr> <tr> <td data-bbox="288 1675 965 1742">Fiber Extension Ladder</td> </tr> <tr> <td data-bbox="288 1742 965 1809">Digging Tools / Carpentry</td> </tr> <tr> <td data-bbox="288 1809 965 1859">Other necessary tools/ equipment for maintenar</td> </tr> </tbody> </table> <p><i>Note: All test equipment that will be used for this project such as Items 1, 2, and 3, shall have</i></p>	Description	*Arc Fusion Machine	*Optical Loss Test Set (Power Meter & Light Sou	*Optical Time Domain Reflectometer (OTDR)	Fiber Blowing machines (w/complete accessorie	HDD machines (w/ complete accessories)	Splicing Tools/Equipment	Micro-duct jointing tools	Submersible pump	Lineman Tool Kits	Cable jack/trailer or Boom truck	Jack hammer	Air Compressor	Fiber Extension Ladder	Digging Tools / Carpentry	Other necessary tools/ equipment for maintenar		
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	<p><i>updated calibration certificates (issued by any third party) to ensure accuracy of results</i></p>		
	<p><b>5.5. Maintenance vehicles</b></p> <p>Contractor must have the following minimum vehicles (in good working condition) to mobilize necessary tools and materials that will be used in the maintenance and repair of the network in the duration of the contract.</p> <ol style="list-style-type: none"> <li>1) Two (2) Splicing Van with Ladder rack/holder</li> <li>2) One (1) Fiber Blowing Vehicle</li> <li>3) One (1) Bucket Truck</li> <li>4) One (1) Set HDD machine (including other vehicle needed for HDD works)</li> <li>5) One (1) Boom Truck</li> <li>6) Two (2) Service Vehicles with Ladder rack/holder</li> <li>7) Two (2) Patrolling Vehicles with GPS</li> </ol> <p><i>Note: Maintenance Vehicle should already be inclusive of all expenses (i.e., petrol, maintenance, toll fees, LTO registration).</i></p>		
	<p><b>5.6. Compatibility / Interoperability with the Existing Technology</b></p> <p>The specification of the fiber optic cable, (underground and aerial) must be in compliance with the DICT fiber optic requirements which is ITU-T G.652D. All other Outside Plant materials shall conform with the latest Telco standard.</p>		
	<p><b>5.7. Testing and Acceptance</b></p> <p>The contractor is responsible in the performance of all civil and cable network pre-test requirement but not limited to:</p> <p>Fiber Optic Cable (FOC) - attenuation and all its related testing, power meter test, and grounding test and all other tests that may need to perform to complete the FOC test requirements.</p>		

	<p>5.7.1 Acceptance tests shall be performed to all fiber optic cable to confirm the manufacturer's tests. As per ITU-T G.652D the fiber loss/km:</p> <p>at wavelength 1310nm loss shall be <b>0.4 dB/km</b> or less;  at 1550nm shall be <b>0.3dB/km</b> or less.</p>		
	<p>5.7.2. End-to-end attenuation is the amount of optical power loss between cable system connector tips. This will include the fiber and splice /connector loss in the cable system after it has been installed</p> <p>Splice acceptance tests (<i>individual splice insertion losses</i>)</p> <ul style="list-style-type: none"> <li>- splice loss shall not be above <b>0.1 dB for fusion;</b></li> <li>- connectors shall have insertion losses of <b>0.5 dB or less.</b></li> </ul>		
	<p>5.7.3. All OSP installation/construction and materials shall conform with the latest Telco standard.</p>		
	<p>5.7.4. DICT will issue certification of acceptance on all civil and cable network testing done by the contractor.</p>		
	<p>8.2. Payment for repairs will be on the basis of Call-Off made.</p> <p>Reports/Documents for payment of Purchase Order:</p> <ol style="list-style-type: none"> <li>1. List of materials used (witness by DICT personnel)</li> <li>2. Repair and Test report (before and after) restoration</li> <li>3. Pictures before and after restoration</li> <li>4. Revised/updated as-built plan/drawing with GPS reading/landmark</li> </ol>		
9.	<p><b>PROJECT TIMEFRAME</b></p> <p>Upon receipt of Notice to Proceed, the duration of the contract is one (1) year for maintenance of</p>		

	the Luzon Bypass FOC network. While the maintenance materials and equipment must be available and inspected within 60 days upon receipt of Notice to Proceed.		
10.	<b>Annex B: Common Materials and Equipment Specifications</b>		
	<p><b>10.1.1. Fiber Optic Cable Requirements</b></p> <p>Contractor must provide to DICT the detailed specification of their offered fiber optic cable (FOC) vis-a-vis compliance with ITU-T Recommendation G.652d.</p>		
	<p><b>10.1.1.1. Cable Construction: General considerations</b></p> <p>The basic purpose is to keep transmission and mechanical strength properties stable in the course of the cable manufacturing process, cable installation work and operation. Optical fiber cables offered must be able to withstand all possible weather conditions in the Philippines when used in an outside plant and installed underground or aerial. The optical fiber cables and accessories offered must be mechanically strong and chemically resistant to be suitable for use under extreme external conditions.</p> <p>Cable sheath marking shall be as follows;</p> <p><i>Property of DICT Philippines;</i></p> <p><i>Manufacturer's Name and Fiber Count;</i></p> <p><i>Date of Manufacture;</i></p> <p><i>Length Marker; and</i></p> <p><i>Fiber type: SM</i></p>		
	<b>10.1.1.2. Design Consideration</b>		
	<b>10.1.1.2.1 Underground Fiber Blowing (mini cable)</b>		



	<ul style="list-style-type: none"> <li>- Mini cable (Air blown) 144c ITU-TG652d</li> <li>- Black HDPE, a compound of PE and carbon black shall be used for the cable sheath.</li> <li>- Mini Cable must be fully water blocked and contain a fiber reinforced plastic (FRP) central strength member :1200N</li> <li>- Cable Fiber Attenuation: 0.35dB/km.max @ 1310nm; 0.22/km.max @1550nm</li> <li>- Product work with low friction tube bundles for optimum blowing performances.</li> <li>- Maximum outer diameter is 8.5mm, with maximum central strength member of 3.5mm</li> </ul>		
	<p>10.1.1.2.2. Client FOC specs</p> <ul style="list-style-type: none"> <li>- The fiber optic cable incorporates loose buffer tubes filled with gel that are stranded via the reverse oscillating lay method around a dielectric central strength member, sheath strength elements which function as the primary strength member, a single electrically chrome-coated steel (ECCS) armor with water blocking material applied to the armor and a polyethylene jacket for overall protection of the cable core</li> <li>- The central strength member is a glass/epoxy composite dielectric rod that functions as a strength member and anti-buckling element. Water blocking thread is placed longitudinally along the central member.</li> <li>- The buffer tubes are made of flexible tube material (FTM) and can contain up to 12 fibers in each tube. The individual fibers and buffer tubes are color coded for ease of identification.</li> </ul>		

	<ul style="list-style-type: none"> <li>- Gel-filled buffer tubes are filled with a water blocking material that is compatible with the buffer tube material, fiber coating, and fiber color. The material is non-nutritive to fungus, non-hygroscopic, electrically non conductive, homogeneous, and free from dirt and foreign matter.</li> <li>- In order to create a round cable, filler rods of the same diameter as the buffer tubes may be used to fill empty positions. Filler rods are made out of high-density polyethylene (HDPE) and are natural in color.</li> <li>- Fiberglass strength elements are applied over the cable core to provide the cable with the required tensile strength.</li> <li>- An outer medium-density polyethylene (MDPE) jacket, usually black in color, is applied over the cable to provide overall mechanical protection.</li> <li>- For ease of jacket removal, a clearly identifiable aramid ripcord is placed underneath the armor layer.</li> </ul>		
	<p>10.1.1.2.3. Aerial Cable</p> <ul style="list-style-type: none"> <li>- Cable Sheath (for the 48-core FOC)</li> <li>- Black HDPE, a compound of PE and carbon black shall be used for the cable sheath.</li> <li>- The moisture barrier shall consist of a longitudinally applied laminate of polymer coated aluminum foil.</li> <li>- A rip cord shall be laid beneath the outer sheath to facilitate access to the fiber.</li> <li>- The completed cable shall have sequentially numbered length markers at regular intervals of one meter (1.0m).</li> <li>- One or more strength members shall be incorporated into a cable structure designed to carry the tensile load associated with installation.</li> </ul>		

	<p>- The fiber reinforced plastic (FRP), serving mainly as the central strength member must be laminated with an MDPE-Jacket to prevent disintegration/breakage of plastic materials use</p>																																									
	<p>10.1.1.2.4. Identification</p> <p>The color coding of the loose tubes and the individual fibers within each loose tube shall be as follows:</p> <table border="1" data-bbox="311 761 957 1993"> <thead> <tr> <th data-bbox="311 761 550 907">Tube No/ Fiber No.</th> <th data-bbox="550 761 774 907">Fiber Color</th> <th data-bbox="774 761 957 907">Tube Color</th> </tr> </thead> <tbody> <tr> <td data-bbox="311 907 550 996">1</td> <td data-bbox="550 907 774 996">Blue</td> <td data-bbox="774 907 957 996">Blue</td> </tr> <tr> <td data-bbox="311 996 550 1086">2</td> <td data-bbox="550 996 774 1086">Orange</td> <td data-bbox="774 996 957 1086">Orange</td> </tr> <tr> <td data-bbox="311 1086 550 1176">3</td> <td data-bbox="550 1086 774 1176">Green</td> <td data-bbox="774 1086 957 1176">Green</td> </tr> <tr> <td data-bbox="311 1176 550 1265">4</td> <td data-bbox="550 1176 774 1265">Brown</td> <td data-bbox="774 1176 957 1265">Brown</td> </tr> <tr> <td data-bbox="311 1265 550 1355">5</td> <td data-bbox="550 1265 774 1355">Slate</td> <td data-bbox="774 1265 957 1355">Slate</td> </tr> <tr> <td data-bbox="311 1355 550 1444">6</td> <td data-bbox="550 1355 774 1444">White</td> <td data-bbox="774 1355 957 1444">White</td> </tr> <tr> <td data-bbox="311 1444 550 1534">7</td> <td data-bbox="550 1444 774 1534">Red</td> <td data-bbox="774 1444 957 1534">Red</td> </tr> <tr> <td data-bbox="311 1534 550 1624">8</td> <td data-bbox="550 1534 774 1624">Black</td> <td data-bbox="774 1534 957 1624">Black</td> </tr> <tr> <td data-bbox="311 1624 550 1713">9</td> <td data-bbox="550 1624 774 1713">Yellow</td> <td data-bbox="774 1624 957 1713">Yellow</td> </tr> <tr> <td data-bbox="311 1713 550 1803">10</td> <td data-bbox="550 1713 774 1803">Violet</td> <td data-bbox="774 1713 957 1803">Violet</td> </tr> <tr> <td data-bbox="311 1803 550 1892">11</td> <td data-bbox="550 1803 774 1892">Rose</td> <td data-bbox="774 1803 957 1892">Rose</td> </tr> <tr> <td data-bbox="311 1892 550 1993">12</td> <td data-bbox="550 1892 774 1993">Aqua blue</td> <td data-bbox="774 1892 957 1993">Aqua Blue</td> </tr> </tbody> </table>	Tube No/ Fiber No.	Fiber Color	Tube Color	1	Blue	Blue	2	Orange	Orange	3	Green	Green	4	Brown	Brown	5	Slate	Slate	6	White	White	7	Red	Red	8	Black	Black	9	Yellow	Yellow	10	Violet	Violet	11	Rose	Rose	12	Aqua blue	Aqua Blue		
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	<p>Packing of Cables</p> <p>Cable protection shall include, as a minimum, a covering placed between the cable reel flanges and over the exposed layer of the cable. The covering shall be weather resistant and shall limit solar heating of the cable such that the cable surface temperature does not exceed 10°C above ambient temperatures under maximum solar radiation.</p> <p>The cable ends shall be accessible for testing, and securely fastened to the reel to prevent the cable from becoming loose in transit or during cable installation.</p> <p>End caps shall be securely installed to both cable ends to prevent escape of filling compound and entry of moisture during shipping, handling, and storage.</p> <p>The manufacturer shall state the sizes of cable drums used for the purpose of packing the offered single mode optical fiber cables. The minimum diameter of spool of the cable drums shall be at least 20 times the cable diameter</p>		
	<p>10.1.1.2.5. Contractor must submit a manufacturer's ISO Certification or other internationally accepted third party certifying authority of their offered FOC.</p>		
	<p><b>10.1.2. High-Voltage (HV) Power Cable (8-15KV DC)</b></p> <p>HV land cable consists of the following layers, starting from the center and moving toward the outer jacket:  seven-strand copper wire No. 6 AWG conductor, semiconducting strand sheath, insulation, semiconducting insulation sheath, helically applied</p>		

	<p>copper shielding tape, and outer polyethylene jacket.</p> <p>Weight (kg/m): 0.44</p> <p>Outer diameter (mm): 18</p> <p>Minimum bend radius (cm): 22</p> <p>Pulling tension (ken): 1.11</p> <p>Voltage rating (kV DC-conductor to ground): 15</p> <p>Current-carrying capacity (A): &gt;50</p> <p>Conductor resistance at 25degC (ohms/km): 1.345</p>		
	<p><b>10.1.3. Micro-duct (7-way)</b></p> <p>Micro-duct size OD/ID: 16mm/12mm diameter (with tolerance of ± 1%)</p> <p>Outer sheath made from HDPE and color orange</p> <p>Micro-duct must be metal free and can be installed direct buried</p> <p>Minimum working pull strength of 2500 lbs.</p> <p>Minimum pressure test is 15 bar</p> <p>Color of 7-tubes (white, blue, green, rose, yellow, violet and brown)</p>		
	<p><b>10.1.4. HDPE pipes</b></p> <p><b>3.a HDPE- 4 inches' diameter</b></p> <p>Outer sheath made from HDPE and color black</p> <p>SDR 11 diameter or equivalent to market available</p> <p>Minimum pull strength of 17,500 psi</p> <p><b>3.b 40 mm HDPE</b></p> <p>HDPE size OD/ID: 40mm/32mm diameter</p> <p>HDPE inside: rib type</p> <p>Outer sheath made from HDPE and color black</p> <p>Minimum pull strength of 3200 psi.</p> <p>Minimum pressure test is 15 bar.</p>		
	<p><b>10.1.5. Micro-duct connector</b></p> <p>Micro-duct connector size OD/ID: 16mm/12mm diameter</p> <p>Connector Outer shell is made from acrylate (clear) or polypropylene</p>		

	<p>Connector must be resistant in corrosion, most chemical and dirt Minimum pressure test is 15 bar with locking clips</p>		
	<p><b>10.1.6. HDPE Connector</b></p> <p><b>a. 4 inches HDPE</b> Connector for 4 inches pipes either butt fusion or coupler. Connection must be water and dirt resistant</p> <p><b>b. 40mm HDPE (Compression coupling)</b> Compression coupling size OD/ID: 40mm/32mm diameter Connector must be resistant in corrosion, moist chemical and dirt Minimum pressure test is 15 bar Seal way: Rubber ring</p>		
	<p><b>10.1.7. Fiber Optic Cable Splicing Closure, Dome-Type</b></p> <p>Minimum capacity:144 fiber (for underground) Minimum capacity: 48 fiber (for aerial) Seal way: Rubber ring high-strength engineering plastic shell that can endure harsh conditions such as vibration, impact, tensile cable distortion and strong temperature changes Reusable components to open seal in order to ensure a good airtight waterproof performance. Does not require special tools, easy to install and open the duplicate. Applicable aerial, direct-buried, wall-mounting, duct-mounting, and other accessories.</p>		
	<p><b>10.1.8. Micro-duct joint closure (E/E pit)</b></p> <p>Either Heat Shrinkable or Cold Seal Joining capacity: 7 tubes</p>		
	<p><b>10.1.9. Handheld Optical Time Domain Reflectometer (OTDR)</b></p> <p>Support Single-mode Optical Time Domain Reflectometer</p>		

	<p>Using "PDA" technology, combining a simple user interface with the features of a mini-OTDR in a "micro" package. Highly portable OTDR to document and trouble-shoot fiber links works. Items should comply with parameters listed below, additional features are accepted.</p> <p>Wavelength of 1310/1550/1625 nm Distance range up to 250 km</p>		
	<p><b>10.1.10. Optical Loss Tester</b></p> <p>All-in-one light source and optical power meter supporting Single Mode (SM) [1310 nm/1550 nm] and Multi-Mode (MM) [850 nm/1300 nm] fiber</p> <p>Compact and lightweight Measures +23 dBm maximum optical power 20 hours of battery (dry cell) operation Useful fiber identification modulation function [270 Hz, 1 kHz, 2 kHz and continuous Wave (CW)] Items should comply with parameters listed below, additional features are accepted. Wavelength 1310/1550nm and 850/1300nm</p>		
	<p><b>10.1.11. Arc Fusion Splicer</b></p> <p>Automatic splice 7sec for fast mode; 12-15 sec auto mode Splice loss maximum 0.02dB for Single Mode Fiber Automatic/manual arc calibration Portable</p>		
	<p><b>10.1.12. HDD Machine with Locator</b></p> <p>—Working distance up to 500 meters per one shoot —Maximum Push and Pull Speed, 40m/min</p>		
	<p><b>10.1.13. Fiber Blowing Machines</b></p> <p>Can blow fiber up to 4km</p>		

	Blowing speed up to 100m/min Blowing method either air or combination of air and water		
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***Bidder's Authorized Representative:***

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

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



	Blowing speed up to 100m/min Blowing method either air or combination of air and water		
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***Bidder's Authorized Representative:***

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

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

***Section VII. Technical Specifications***  
**(PREVENTIVE MAINTENANCE SERVICES FOR INTERNATIONAL  
CABLE LANDING STATION AND REPEATER STATIONS FACILITIES)**



# Technical Specifications Compliance Form

*[Bidders must state here either "Compliant" or "Non Compliant" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

Item	Specification	Statement of Compliance	
		Compliant	Non Compliant
<b>LOT B</b>	<b>Preventive Maintenance Services For International Cable Landing Station And Repeater Stations Facilities</b>		
<b>1.</b>	<b>SCOPE OF WORKS</b>		
	<b>1.1. THE BIDDER SHALL CONDUCT QUARTERLY PREVENTIVE MAINTENANCE SERVICES</b>		
	<p>1.1.1. Generator, Automatic Transfer Switches, AC Power Systems</p> <p>A. General Scope of Works Supply of labor, tools, and equipment, consumable materials for preventive maintenance (i.e. oil, oil filter, fuel filter, air filter, etc.), ancillary materials, technical competence, and supervision for the preventive maintenance of the Generator Sets, Automatic Transfer Switch, and AC panels.</p> <p>B. The preventive maintenance works should be done within the approved manufacturer maintenance procedures. Below is the detailed scope of works but not limited to:</p> <p>1.) CLS and RS Generator Set</p> <p style="padding-left: 20px;">(a) Quarterly Preventive Maintenance</p> <p style="padding-left: 40px;">(1) Perform a capacity load test on batteries.</p>		

	<ul style="list-style-type: none"> <li>(2) Check the battery charger for proper operation.</li> <li>(3) The entire cooling system will be checked for leaks and brittle hoses, all hose clamps will be tightened as required.</li> <li>(4) The fan hub will be lubricated with the recommended grease, if applicable.</li> <li>(5) The jacket water heaters will be checked for proper operation.</li> <li>(6) Check the engine for leaks in the fuel, lubrication, and air inlet. Special attention will be given to the water pump, turbocharger, and rear main seal areas.</li> <li>(7) Check the oil level - maintain at a proper level.</li> <li>(8) The exhaust condensate trap will be opened to drain possible water out of the system if applicable.</li> <li>(9) The exhaust condensate trap will be opened to drain possible water out of the system if applicable.</li> <li>(10) The unit will be run for 15 minutes and oil pressure, fuel pressure, charging amps, voltage, and frequency. Engine temperature will be recorded.</li> <li>(11) Check the engine safety shutdowns for proper operations, if applicable.</li> <li>(12) Check fuel level - notify end-user if below ½ tank.</li> </ul> <p>(b) Annually (at 4th Quarter PM) Preventive Maintenance or based on the approved manufacturer maintenance procedures. Subject to the approval by the end-user.</p> <ul style="list-style-type: none"> <li>(1) Change oil.</li> <li>(2) Change filters (diesel fuel filter, oil filter, and air filter).</li> <li>(3) Check and clean the radiator, if necessary.</li> <li>(4) Fuel tank - drain water and sediment.</li> <li>(5) Clean engine crankcase breather, if applicable.</li> <li>(6) Governor - check and maintain oil level, if required.</li> <li>(7) Lubricate the governor linkage and check the governor response on-ramp to rated speed for proper adjustment.</li> <li>(8) Check glow plugs for proper operation, as applicable.</li> <li>(9) Check for signs of leaky nozzles; advice on course of action.</li> <li>(10) Pressure check cooling system. Check for proper inhibitor balance.</li> </ul>		
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	<p>(c) As needed: Generator Winding - Annually (1st PM, starting 2nd year). Subject to the approval by the end-user.</p> <ol style="list-style-type: none"> <li>(1) Check the generator slip rings and brushes as applicable for wear and proper conditions.</li> <li>(2) Check the line to line voltage and adjust the voltage regulator to specifications as required.</li> <li>(3) Lubricate the generator bearings(s) as applicable using lubricant specified by the generator manufacturer.</li> <li>(4) Check the engine/generator alignment. Note: This should only be done if a problem is indicated or the coupling has been disturbed for maintenance purposes.</li> </ol> <p>2.) CLS and RS Automatic Transfer Switch (ATS)</p> <p>(a) Quarterly Preventive Maintenance</p> <ol style="list-style-type: none"> <li>(1) General Condition of Transfer Switch and Controls <ul style="list-style-type: none"> <li>• Inspect the outside of the transfer switch for any indication of wear, excessive vibration, leakage, high temperature, contamination, or other deterioration.</li> <li>• Verify all external components are in place, firm, tightened, and not excessively worn.</li> </ul> </li> <li>(2) Control System <ul style="list-style-type: none"> <li>• Exercise the generator set under load.</li> <li>• Test the transfer switch's automatic control system.</li> </ul> </li> </ol> <p>(b) Annually (at 4th Quarter PM) Preventive Maintenance</p> <ol style="list-style-type: none"> <li>(1) General Condition of Transfer Switch and Controls <ul style="list-style-type: none"> <li>• Inspect the inside of the transfer switch for any indication of excessive vibration, leakage, high temperature, contamination, or any other deterioration.</li> <li>• Verify all internal components are in place, firm, tightened, and not excessively worn.</li> </ul> </li> <li>(2) Control System <ul style="list-style-type: none"> <li>• Test all indicators (LEDs) and all remote-control systems for operation.</li> </ul> </li> <li>(3) Electrical System <ul style="list-style-type: none"> <li>• Check wiring and connections are tight with no discoloration of metal, melted plastic, and odor indicating excessive heat.</li> </ul> </li> </ol>		
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	<ul style="list-style-type: none"> <li>• Verify the contractor's external operating mechanism is clean and re-lubricate if found dirty.</li> <li>• Check for any deterioration of wiring insulation such as cuts and abrasions. Replace or repair any damaged wiring.</li> <li>• Check the tightness of wiring connections. Retighten to specification if any loose wiring is found.</li> <li>• Check ATS main power switching contacts condition. Clean or replace. Replace contactor assembly if necessary.</li> </ul> <p>3.) AC Panels and Circuit Breakers</p> <p>(a) Quarterly Preventive Maintenance</p> <ol style="list-style-type: none"> <li>(1) Clean the insulating parts including the bushings.</li> <li>(2) Check the alignment and condition of movable and stationary contacts and adjust them per the manufacturer's data.</li> <li>(3) See that bolts, nuts, washers, cotter pins, and all terminal connections are in place and tight.</li> <li>(4) Check arc chutes for damage and replace damaged parts.</li> <li>(5) Clean and lubricate the operating mechanism and adjust it as described in the instruction book. If the operating mechanism cannot be brought into specified tolerances, it will usually indicate excessive wear and the need for a complete overhaul.</li> <li>(6) Check, after servicing, circuit breaker to verify that contacts move to the fully opened and fully closed positions, that there is an absence of friction or binding, and that electrical operation is functional.</li> </ol>		
	<p>1.1.2. DC Power Systems</p> <p>A. <u>General Scope of Works (delete)</u> Supply of labor, tools, and equipment, materials for preventive maintenance, ancillary materials, technical competence and supervision for the preventive maintenance of DC Power System</p> <p>B. The preventive maintenance works should be done within the approved manufacturer maintenance procedures. Below is the detailed Scope of Works but not limited to:</p> <ol style="list-style-type: none"> <li>1.) DC Power Plant and Rectifiers Quarterly Preventive Maintenance <ol style="list-style-type: none"> <li>(a) Check general appearance and cleanliness of DC Plant room.</li> <li>(b) Visually inspect Power Bays and Rectifiers for loose foreign items and heat spots.</li> </ol> </li> </ol>		

	<p>(c) Check any audible and visual alarms and verify alarms are working properly and reporting accurately.</p> <p>(d) Verify covers and panels are in place.</p> <p>(e) Verify proper Plant Voltages at Rectifiers, Batteries, and Meter &amp; Alarm Panel.</p> <p>(f) Check operation and calibration of Plant Volt and Amp Meter.</p> <p>(g) Record load and output voltages.</p> <p>(h) Verify and adjust DC float voltage to maximize battery life &amp; reserve.</p> <p>(i) Calculate the percentage of n+1 rectifier capacity on the power plant.</p> <p>(j) Calculate the percentage of n+1 battery capacity.</p> <p>(k) Verify rectifier voltage and amperage setting.</p> <p>(l) Verify Rectifier voltage and amperage setting: High Voltage (HV).</p> <p>(m) Verify proper operation of rectifier cooling fans</p> <p>(n) Verify Alarms are extended to the Meter and Alarm Panel.</p> <p>(o) Perform thermal inspection and temperature scan of internal components, circuitry, and all rectifier-related cabling and connections. **See note</p> <p>(p) Check safety equipment conditions, gloves, eye wash kit, etc.</p> <p>(q) Check general appearance and cleanliness of battery room and batteries.</p> <p>(r) Check for corrosion on the terminal post and connector, clean and re-secure, as needed.</p> <p>(s) Measure and record ambient room temperature.</p> <p>(t) Measure and record overall system DC float voltage and</p> <p>(u) current levels.</p> <p>(v) Measure and record each cell terminal voltage.</p> <p>Recommendations:</p> <ul style="list-style-type: none"> <li>• **Report any conditions that are inconsistent with "normal" readings.</li> <li>• No un-plated bus connections can be over 70 degrees C.</li> <li>• No plated bus connections can be over 90 degrees C.</li> <li>• No cable lug to bus connections can be over 70 degrees C.</li> <li>• No front panel touchpoints (typically at the DC distribution Circuit Breakers) can be over 50 degrees C.</li> <li>• These limits should not be violated. Compare temperatures of similar types of points and investigate any points</li> </ul>		
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	<p>running higher than the "norm*" for that type.</p> <p>2.) Battery Quarterly Preventive Maintenance</p> <ul style="list-style-type: none"> <li>(a) Check safety equipment conditions, gloves, eye wash kit, etc.</li> <li>(b) Check general appearance and cleanliness of battery room and batteries.</li> <li>(c) Check for corrosion on the terminal post and connector, clean and re-secure, as needed.</li> <li>(d) Measure and record ambient room temperature.</li> <li>(e) Measure and record overall system DC float voltage and current levels.</li> <li>(f) Measure and record each cell terminal voltage.</li> </ul>		
	<p>1.1.3. Uninterruptible Power Supply (UPS) and Inverter</p> <p>A. General Scope of Works</p> <p>Supply of labor, tools, and equipment, materials for preventive maintenance, ancillary materials, technical competence, and supervision for the preventive maintenance of UPS and Inverter.</p> <p>B. The preventive maintenance works should be done within the approved manufacturer maintenance procedures. Below is the detailed Scope of Works but not limited to:</p> <p>1.) Quarterly Preventive Maintenance</p> <ul style="list-style-type: none"> <li>(a) Consult with personnel responsible for the equipment.</li> <li>(b) Visually inspect all internal sub-assemblies and major components, this includes exhaust fans, input/output filter assembly, rectifier/inverter assembly, etc.</li> <li>(c) Clean any foreign material and dust from internal components if the system is down.</li> <li>(d) Thorough check-up on the accuracy and integrity of electrical connections.</li> <li>(e) Check-up of cables and miscellaneous materials such as nuts, bolts, screws, and connectors for connection tightness and inspect for broken damaged, or burned components using thermo scanner.</li> <li>(f) Check the status of all alarms stored in the UPS memory.</li> <li>(g) Measure and record voltage &amp; current.</li> <li>(h) Calibrate equipment to Manufacturer's specifications if required.</li> <li>(i) Check the normal operation of the system.</li> <li>(j) Comprehensive check-up of batteries, measure and record individual float and ripple voltages.</li> <li>(k) Check battery transfer/discharge and perform a short duration battery-run.</li> </ul>		



	<ul style="list-style-type: none"> <li>(l) Perform any required Engineering Field changes if required.</li> <li>(m) Return unit to operational service with the normal load then verify the output in case the system was set to maintenance bypass.</li> <li>(n) Annual Battery Test must be conducted during the first quarterly preventive maintenance. Data and results must be submitted to DICT one week after the test.</li> <li>(o) Maximum response time of four (4) hours for corrective repairs of Uninterruptible Power Supply (UPS) system.</li> </ul>		
	<p>1.1.4. Heating Ventilation and Air-Conditioning (HVAC) System</p> <p>A. General Scope of Works Supply of labor, tools, and equipment, materials for preventive maintenance, ancillary materials, technical competence, and supervision for the preventive maintenance of HVAC Systems.</p> <p>B. The preventive maintenance works should be done within the approved manufacturer maintenance procedures. Below is the detailed Scope of Works but not limited to:</p> <ul style="list-style-type: none"> <li>1.) Air Filter Quarterly Preventive Maintenance Procedures: <ul style="list-style-type: none"> <li>(a) Clean or replace (if necessary) the air filter whenever it is visibly dirty. Never operate the unit without any filter in place.</li> </ul> </li> <li>2.) Evaporator Quarterly Preventive Maintenance Procedures: <ul style="list-style-type: none"> <li>(a) If the evaporator becomes clogged or dirty, it may be cleaned by careful vacuuming or with a commercial evaporator cleaning spray. DO NOT use a solvent containing bleach, acetone, or flammable substances.</li> <li>(b) Turn off power before cleaning. Make sure not to wet any of the electrical components. Be sure the unit has dried before restarting.</li> </ul> </li> <li>3.) Condenser Quarterly Preventive Maintenance Procedures: <ul style="list-style-type: none"> <li>(a) Inspect the outdoor condenser coil and the cabinet air reliefs for dirt or obstructions. Removes foreign objects.</li> <li>(b) Clean the condenser coil, wash with commercial solvent intended for the purpose. TURN OFF POWER BEFORE CLEANING!</li> <li>(c) Be sure that all electrical components are thoroughly dry before restoring power.</li> </ul> </li> <li>4.) Cabinet</li> </ul>		

	<ul style="list-style-type: none"> <li>(a) Clean the cabinet with a sponge and warm soapy water or a mild detergent.</li> <li>(b) Do not use bleach, abrasive chemicals, or harmful solvents.</li> </ul> <p>5.) Drains</p> <ul style="list-style-type: none"> <li>(a) Check the primary and secondary condensate drains.</li> <li>(b) Check the secondary drain standpipe. Remove any obstruction, an obstruction will force water to dump into the middle of the unit and drain out the sides causing discoloration of the side panels.</li> <li>(c) If discoloration is noted, service the drains.</li> <li>(d) If a commercial drain solvent is used, flush out the drain pan and system with plenty of freshwaters to prevent corrosion.</li> </ul> <p>6.) Lubrication</p> <ul style="list-style-type: none"> <li>(a) Oiling of the condenser fan motor or the evaporator blower is not recommended.</li> </ul> <p>7.) Observe the equipment's operation for any signs of abnormality.</p> <p>8.) Return unit to operational service with the normal load then verify the output.</p> <p>9.) Submission of Comprehensive PM Checklist Report, to include, if any, recommendation on part/s that need/s replacement.</p> <p>10.) Provide quotation for any needed part/s, and other repair service works not covered by the quarterly PM Service.</p>		
	<p>1.1.5. Fire Suppression System</p> <p>A. General Scope of Works</p> <p>Supply of labor, tools, and equipment, materials for preventive maintenance, ancillary materials, technical competence, and supervision for the preventive maintenance of Fire Suppression System</p> <p>B. The preventive maintenance works should be done within the approved manufacturer maintenance procedures. Below is the detailed Scope of Works but not limited to:</p> <p>Before proceeding with any testing, all persons and facilities who may receive an alarm, supervisory, or trouble signal shall be notified to prevent an unnecessary response. At the conclusion of testing, those previously notified (and others necessary) shall be further notified that testing has been concluded.</p> <p>Testing personnel shall be qualified and experienced in the inspection, testing, and maintenance of Clean Agent Fire Suppression System and Fire Alarm and Detection Systems. Only qualified service personnel familiar with</p>		

	<p>the systems and equipment used shall be permitted to perform the required tests</p> <p>1.) Quarterly Preventive Maintenance:</p> <p>(a) Inspection</p> <p>(1) Hazard Enclosure</p> <ul style="list-style-type: none"> <li>• Check original installation for any changes and equipment that have not been replaced, modified, or relocated. Verify if the hazard volumes are still the same and no walls or partition have been added.</li> <li>• Verify if the protected room is effectively sealed for any significant air leaks that could result in agent leakage and a failure of the enclosure to hold the specified agent concentration level for the specified holding period.</li> </ul> <p>(2) Agent Cylinder</p> <ul style="list-style-type: none"> <li>• Verify all containers and brackets are securely fastened. Check the mounting position of horizontally mounted containers.</li> <li>• Verify the weight of the agent in each cylinder matches the agent stamped on the label.</li> <li>• Check all containers' pressure gauges. They should be reading 360 PSIG at 21 °C or 70 °F.</li> <li>• Check Solenoid Valve/Gas cartridge Actuator leads and wiring to agent release modules for corrosion and loosen or broken wires.</li> </ul> <p>(3) Piping and Nozzles</p> <ul style="list-style-type: none"> <li>• Verify discharge nozzles and pipe size if in accordance with system drawings. Checked means of pipe size reduction and attitudes of tees if they conform to the design.</li> <li>• Verify that piping joints &amp; discharge nozzles are securely fastened to prevent unacceptable vertical or lateral movement during discharge.</li> <li>• Verify that the piping distribution system internally detects the possibility of any oil or particulate matter soiling the hazard area or affecting the agent distribution due to a reduction in the effective nozzle orifice area.</li> <li>• Verify that nozzle deflectors are positioned to obtain maximum benefit.</li> <li>• Verify that discharge nozzle, pipe and fittings are in good condition and free of mechanical damage, corrosion, and misalignment</li> </ul>		
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	<p>(4) Pipe Supports and Braces</p> <ul style="list-style-type: none"> <li>• Inspect pipe supports hangers and braces for loose, corrosion, and physical damage.</li> </ul> <p>(5) Fire Detection, Alarm, Releasing Devices and Peripherals</p> <ul style="list-style-type: none"> <li>• Verify that all wiring systems are properly installed in compliance with local codes and the system drawings.</li> <li>• Verify that the control panel is properly installed and readily accessible.</li> <li>• Check that all end-of-line resistors have been installed at the last field devices and not at the control panel.</li> <li>• Verify that alternating current (ac) and direct current (dc) wiring are not combined in a common conduit or raceway unless properly shielded and grounded.</li> <li>• Verify that all field circuits are free of ground faults and short circuits.</li> <li>• Check that control panel power supplied to the control unit from a separate dedicated source that will not be shut down on system operation.</li> <li>• Verify that adequate and reliable primary and 24-hour minimum standby sources of energy are used to provide for the operation of the detection, signaling, control, and actuation requirements of the system.</li> <li>• Verify that all auxiliary functions such as alarm-sounding air-handling shutdown, and power shutdown for proper operation in accordance with system requirements.</li> <li>• Verify that the detection devices are in the proper type and location as specified on the system drawings.</li> <li>• Verify that detectors are not located near obstructions or air ventilation and cooling equipment that would appreciably affect their response characteristics.</li> <li>• Verify that manual pull stations are properly installed, readily accessible, accurately identified, and properly protected to prevent damage.</li> <li>• Verify all manual stations used to release agents require two separate and distinct actions for operation and properly identified.</li> <li>• Verify that the main/reserve switch is properly installed, readily accessible, and clearly identified.</li> </ul>		
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	<p>(b) Testing (Subject to approval by the end-user)</p> <ol style="list-style-type: none"> <li>(1) If the system is connected to an alarm receiving office, notify the alarm receiving office that the fire system test is to be conducted and that an emergency response by the fire department or alarm station personnel is not desired. Notify all concerned personnel at the end-user facility that a test is to be conducted and instruct personnel as to the sequence of operation.</li> <li>(2) Disable each solenoid valve/agent storage container release mechanism so that activation of the release circuit will not release the agent. Reconnect the release circuit with a functional device in place of each agent storage container release mechanism. For electrically actuated release mechanisms, these devices can include 24-V lamps or flashbulbs.</li> <li>(3) Verify that the control panel is connected to a dedicated circuit and labeled properly.</li> <li>(4) Verify that control panels are readily accessible yet restricted from unauthorized personnel. Using a smoke tester, operate detection initiating circuit(s). Check each detector for proper response. Verify that all alarm functions occur according to the design specification.</li> <li>(5) Operate the necessary circuit to initiate a second alarm circuit if present. Check each detector for proper response. Verify that all second alarm functions occur according to design specifications.</li> <li>(6) Operate manual release. Verify that manual release functions occur according to design specifications.</li> <li>(7) Operate the abort switch circuit if supplied. Verify that abort functions occur according to design specifications. Confirm that visual and audible supervisory signals are received at the control panel.</li> <li>(8) Test all supervised circuits for proper trouble response.</li> <li>(9) Operate one of each type of input device while on standby power. Verify that an alarm signal is received at the remote panel after the device is operated. Reconnect primary power supply.</li> </ol>		
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	<p>(10) Operate each type of alarm condition on each signal circuit and verify receipt of trouble conditions at the remote station.</p>		
	<p>1.1.6. Building Management System (BMS)</p> <p>A. General Scope of Works Supply of labor, tools, and equipment, materials for preventive maintenance, ancillary materials, technical competence, and supervision for the preventive maintenance of the Building Management System.</p> <p>B. The preventive maintenance works should be done within the approved manufacturer maintenance procedures. Below is the detailed Scope of Works but not limited to:</p> <p>1.) Quarterly Preventive Maintenance</p> <p>(a) Check and Verify the various systems connected to the BMS if it is updating properly.</p> <p>(b) Check Input Voltage Measurement (-48Vdc nominal. You will measure the DC Plant's float voltage of approximately -54Vdc).</p> <p>(c) Check the Power Supply Breakers on the DC Plant.</p> <p>(d) Check the interface cabling for the sensors or controls causing any problems.</p> <p>(e) Check the fuses, verify if they are in good condition.</p> <p>(1) F1 is a DC input fuse.</p> <p>(2) F2 is HVAC 2 (24Vac coming from HVAC 2)</p> <p>(3) F3 is HVAC 1 (24Vac coming from HVAC 2)</p>		
	<p>1.1.7. Security System</p> <p>A. General Scope of Works Supply of labor, tools, and equipment, materials for preventive maintenance, ancillary materials, technical competence, and supervision for the preventive maintenance of Security Systems.</p> <p>B. The preventive maintenance works should be done within the approved manufacturer maintenance procedures. Below is the detailed Scope of Works but not limited to:</p> <p>1.) Quarterly Preventive Maintenance</p> <p>(a) Door Access</p> <p>(1) Visually inspect all system components. Check for any damage.</p> <p>(2) Test access and exit with a valid access card. Check audit trail for correct results</p> <p>(3) Test access with an invalid access card. Ensure that access is denied, and the</p>		

	<p>proper alarms are raised on Access Control Server.</p> <p>(4) Remove some wiring from the DRI (i.e. card reader) that would simulate tampering. Ensure that proper and expected alarms are raised on Access Control Server.</p> <p>(5) Measure power supply voltages. Confirm within the nominal range.</p> <p>(6) Check battery condition. Replace as required.</p> <p>(b) Security Cameras and Network Video Recorder</p> <p>(1) Check outdoor and indoor camera lenses, Clean for any dirt.</p> <p>(2) Check camera enclosures/housing check for any leaks, it should remain waterproof at all times.</p> <p>(3) Check out all connectors for signs of corrosion. Replace immediately the corroded connectors.</p> <p>(4) Ensure that all cables are connected securely. Ensure that the monitor, DVR, and security cameras are all receiving power.</p> <p>(5) Check the cabling for any signs of wear and tear, replace any exposed wire immediately.</p> <p>(6) Check the power supplies of all security system components, ensure that there is no loss of power due to storms, tampering, brownouts, or other unwanted events.</p> <p>(7) Check the UPS to ensure the battery is fully charged and does not show any warning lights.</p> <p>(8) Check the Video Recorder regularly for any dust, wipe any dirt found.</p> <p>(9) Verify the recording function.</p> <p>(10) Periodically review camera position setups</p> <p>(11) set the correct date and time</p>		
	<p>1.2. THE BIDDER SHALL PREPARE SCHEDULE OF SERVICES, LIST OF EQUIPMENT, DEVICES, AND SYSTEMS FOR QUARTERLY PREVENTIVE MAINTENANCE SERVICE</p>		
	<p>1.2.1. Quarterly Preventive Maintenance Services Schedule</p> <p>To avoid having too many Preventive Maintenance (PM) tasks due at the same time, the equipment shall be serviced on a rotational basis. Therefore, to ensure timely and uniform maintenance on all equipment, a quarterly PM schedule will be</p>		

generated by the winning bidder and provided to the End-User for approval.

Period	Timeframe
1 <sup>st</sup> Quarter PM	January 01 to March 31
2 <sup>nd</sup> Quarter PM	April 01 to June 30
3 <sup>rd</sup> Quarter PM	July 01 to Aug 31
4 <sup>th</sup> Quarter PM	Sep 30 to Dec 31

1.2.2. List of Equipment, Devices, and Systems for Quarterly Preventive Maintenance

Item	Particulars	Qty.	Qty.	Qty.	Qty.	Qty.
	Generator, ATS and AC Power	Baler	SFLU	RS1	RS2	RS3
1	400 kVA FG Wilson P438-3	2	2			
2	ATS1: GE Zenith ZBTS Series ATS	1	1			
3	ATS2: GE Zenith ZTS Series ATS	1	1			
4	Primary and Secondary AC Panels	2	2			
5	30kVA FG Wilson P26-3S			2	2	2
6	ATS1: ASCO D300L Power Transfer Load Center			1	1	1
7	ATS2: ASCO 7000 Power Transfer Switch			1	1	1
	DC Power System (DCPS)	Baler	SFLU	RS1	RS2	RS3
8	GE GPS 4830 Power System	2	2			
9	Rectifier Module: GE GP100H3R48TEZ	38	38			
10	Battery: Deka UNIGY I, 12V, 200AH	112	112			
11	General Electric Infinity S System			2	2	2
12	Rectifier Module: GE NE050AC48ATEZ			4	4	4
13	Battery: Deka UNIGY I, 12V, 200AH			8	8	8

	UPS and Inverter	Baler	SFLU	RS1	RS2	RS2
14	GE GT Series 10kVA	2	2			
15	CE+T Power TSI Media 2I			1	1	1
	Heating Ventilation and Air-Conditioning (HVAC)	Baler	SFLU	RS1	RS2	RS3
16	ICE ECUDA150ACH160AKBRU-A2-216-VAR	3	3			
17	MARVAIR AVPA30ACH060CKRU-A5-200-VAR	3	3			
18	MARVAIR AVPA72ACA			2	2	2
	Fire Suppression System	Baler	SFLU	RS1	RS2	RS3
19	Fike SHP Pro Control System	1	1			
20	FM-200 Agent: 100 lbs. cylinder	1	1			
21	FM-200 Agent: 596 lbs. cylinder	1	1			
22	FM-200 Agent: 73 lbs. cylinder	1	1			
23	VESDA Air Sampling Unit	1	1			
24	Smoke Detectors	11	11			
25	Watermist System	1	1			
26	Fike CHEETAH Xi Control Panel			1	1	1
27	FM-200 Agent: 60 lbs. cylinder			1	1	1
28	VESDA Air Sampling Unit			1	1	1
29	Smoke Detectors			2	2	2



	Building Management System (BMS)	Baler	SFLU	RS1	RS2	RS3
30	DCPS Controller: GE Galaxy Millennium Controller	2	2			
31	DCPS Controller: GE Galaxy Pulsar Controller			2	2	2
32	Battery Thermal Probe (BTP): PLC Group THS	2	2	2	2	2
33	HVAC Controller: PLC Group TCU800-ET	3	3	1	1	1
34	Hydrogen Detector (HD): SBS NTN Sensors	1	1	1	1	1
35	Generator Controller (GEN): DSE 4510	2	2			
36	Generator Controller (GEN): DSE 7410			2	2	2
37	Liquid on floor detector (LD): Kele WD-2-T-10	2	2	2	2	2
38	Differential Pressure Sensor (DPS): QY Electronic QP-86C	1	1	1	1	1
39	Temperature & Humidity Sensor (THS): PLC Group THS	3	3	1	1	1
	Security System	Baler	SFLU	RS1	RS2	RS3
40	Access Control Server (ACS): Dell PowerEdge R230	1				
41	Access Control Panel (ACP): LifeSafety Power FPO150-2C82D8E4	1	1			
42	Access Control Panel (ACP): LifeSafety Power FPO150-C4D8E2			1	1	1
43	Access Door Control (ADC): Siemens SiPass AC5102	1	1	1	1	1
44	Reader Interface (ERI): Siemens ADE5300	2	2			
45	Reader Interface (ERI): HID EntryProx reader			1	1	1
46	Electric Door Strike for Deadbolt Recapture (ES-1): HES	2	2	1	1	1
47	Electric Door Strike for Latchbolt (ES-3): HES	9	9	1	1	1
48	Request to Exit Passive Infrared Sensor (RX-1): Bosch	1	1	1	1	1
49	Card Reader (CR-1): HID EntryProx reader	1	1	1	1	1
50	Power Over Ethernet (POE) Switch: Transition Networks SM24T6DPA	1	1	1	1	1
51	Network Video Recorder (NVR): EverFocus EPRO NVR 16	1	1	1	1	1
52	IP Camera: EverFocus EHN3260	6	6	1	1	1
53	IP Camera with Motion Detector: EverFocus BA-EHD+	3	3	1	1	1
<b>1.3. THE BIDDER MUST HAVE EMERGENCY SUPPORT SERVICES FOR THE FOLLOWING:</b>						
<p>1.3.1. Emergency Support Services</p> <p>A. The Winning Bidder shall provide emergency support services on an as-needed basis.</p> <p>B. The emergency support services shall be Phone-Call support and/or On-Site support.</p> <p>C. The Phone-Call and On-Site support shall be available on a 24-hours basis, weekends, and including legal holidays.</p> <p>D. The emergency support services shall be for the Critical and Major incident/alarm severity level:</p> <p>Incident/ Alarm Severity Level Definition:</p>						

	<p>1.) Critical - The System/Service is a non-operative or complete loss of system/service for which no workaround exists. All or some system/service is affected.</p> <p>2.) Major - The system/Service does not function as designed or is experiencing significant degradation in the quality of service.</p> <p>3.) Minor - Faults that have little or no impact on the daily system operations.</p> <p>E. The emergency Support Services shall cover the following systems.</p> <p>1.) Generator, Automatic Transfer Switches, AC Power System</p> <p>2.) DC Power System</p> <p>3.) Uninterruptible Power Supply (UPS) and Inverter System</p> <p>4.) Heating Ventilation and Air-Conditioning (HVAC) System and Building Management System (BMS).</p> <p>5.) Fire Detection and Suppression System.</p> <p>F. The Winning Bidder shall provide an updated list of contact persons, telephones, and cellphone numbers in case of emergency calls.</p>																													
	<p>1.3.2. Repair and Response Time Matrix</p> <p>Winning Bidder shall consider all interruptions in service as an urgent priority. Expected response and repair time are given in the table below:</p> <table border="1" data-bbox="316 1216 1029 1585"> <thead> <tr> <th>SERVICE ITEM</th> <th colspan="2">BASIC SUPPORT</th> </tr> </thead> <tbody> <tr> <td>Helpdesk</td> <td colspan="2">24 hours x 7 days a week</td> </tr> <tr> <td>Phone Call Support</td> <td colspan="2">24 hours x 7 days a week</td> </tr> <tr> <td>Emergency Support Service</td> <td colspan="2">24 hours x 7 days a week</td> </tr> <tr> <th>INCIDENT/ALARM SEVERITY LEVEL</th> <th>CRITICAL</th> <th>MAJOR</th> </tr> <tr> <td>Response Time (After receipt of advice)</td> <td>Within 3 hours</td> <td>Within 8 hour</td> </tr> <tr> <td>Restoration Time (Excluding travel time)</td> <td>Within 4 hours</td> <td>Within 2 calendar</td> </tr> <tr> <td>Progress Update Time (Escalation)</td> <td>Update every 1 hour</td> <td>1 update every d</td> </tr> <tr> <td>Root Cause Analysis (RCA Report)</td> <td colspan="2">Within 2 calendar day after final resolution</td> </tr> </tbody> </table>	SERVICE ITEM	BASIC SUPPORT		Helpdesk	24 hours x 7 days a week		Phone Call Support	24 hours x 7 days a week		Emergency Support Service	24 hours x 7 days a week		INCIDENT/ALARM SEVERITY LEVEL	CRITICAL	MAJOR	Response Time (After receipt of advice)	Within 3 hours	Within 8 hour	Restoration Time (Excluding travel time)	Within 4 hours	Within 2 calendar	Progress Update Time (Escalation)	Update every 1 hour	1 update every d	Root Cause Analysis (RCA Report)	Within 2 calendar day after final resolution			
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2.	<b>PROJECT DELIVERABLES</b>																													
	<p><b>2.1. THE BIDDER SHOULD PROVIDE MAINTENANCE SUPPLIES/MATERIALS and EQUIPMENT</b></p> <p>The winning bidder shall provide all materials, labor, and equipment needed for the quarterly preventive maintenance of the Luzon-Bypass Infrastructure Facilities.</p>																													

	<i>Note: All materials/supply to be used by the contractor is subject for approval of the end-user</i>		
	<p><b>2.2. THE BIDDER SHOULD PROVIDE EMERGENCY SUPPORT SERVICES</b></p> <p>The Winning Bidder shall provide emergency support services on an as-needed basis. The emergency service shall be available on a 24-hours basis, weekends, and including legal holidays.</p>		
	<p><b>2.3. WINNING BIDDER'S RESPONSIBILITIES</b></p> <p>2.3.1. Provide in advance the names of personnel that will conduct and perform the preventive maintenance services activity. The end-user will process the necessary work permits ahead of the scheduled activity. Advance notice should be communicated for any changes in the names of the personnel on the schedule.</p> <p>2.3.2. Provide recommendations for the schedule of Preventive Maintenance activity.</p> <p>2.3.3. Provide an estimate/quotation of the cost of labor, parts, and materials for all repair services within two (2) days after the check-up.</p> <p>2.3.4. Checking and Servicing of the units shall be done under the supervision of the end-user.</p> <p>2.3.5. Keep intact a complete servicing record of each unit that will be vital for determining the cause of any trouble that might occur.</p> <p>2.3.6. Submit to the end-user the duly accomplished Quarterly Preventive Maintenance Service Report and copies for acknowledgment.</p> <p>2.3.7. Submit to the end-user the duly accomplished Unit Repair Service Report in case of Repair Services and copies for acknowledgment.</p> <p>2.3.8. Minor repairs and adjustments as required in the periodic schedule shall be undertaken at no extra cost to the end-user.</p> <p>2.3.9. Any fault/issues that occurred during the preventive maintenance activity must be rectified/corrected immediately and submit an Incident Report.</p> <p>2.3.10. Regardless of the cause, the Contractor should locate the fault and restore the system as soon as possible.</p> <p>2.3.11. Train on-site the end-users operator on the proper operation and maintenance activities.</p>		
	<p><b>2.4. REPORTS, PROCEDURES, and SUBMISSIONS</b></p> <p><b>2.4.1. Reports</b></p> <p>A. The winning bidder shall submit the format of the following report in hardcopy and softcopy (in original editable format) within a week after the receipt of Notice to Proceed (NTP) for approval by the end-user.</p>		

	<ul style="list-style-type: none"> <li>1.) Preventive Maintenance Report</li> <li>2.) Service and Test Report</li> <li>3.) Incident Report</li> <li>4.) Photo documentation before, during, and after preventive maintenance and service procedures.</li> <li>5.) Inspection and Test Procedures</li> </ul> <p>B. Using the approved report format, the winning bidder shall submit three (3) copies of the report in hardcopy and a softcopy (in original editable format) to the end-user for approval.</p> <p>C. The winning bidder should take note that the specified number of copies is subject to change depending on the requirements in billing and payment.</p>		
	<p>2.4.2. Reports/Documentation submission</p> <ul style="list-style-type: none"> <li>A. Submission of quarterly preventive maintenance report within a week after the activity completion.</li> <li>B. Incident Report, in case of problems encountered within 2 days after the restoration.</li> <li>C. Service and Test report within 2 days after the restoration/rectification.</li> <li>D. Photo documentation supporting the above reports.</li> </ul>		
	<p>2.5. MANPOWER WORK REQUIREMENTS</p>		
	<p>2.5.1. Manpower</p> <p>Personnel must be properly trained to use such related equipment and do the troubleshooting and restoration and must be available at a moment's notice.</p> <p>In order to effectively maintain the Information and Technology Facilities, maintenance personnel at the minimum must include the following below. The maintenance team credentials shall be submitted in the Post Qualification</p> <ul style="list-style-type: none"> <li>A. One (1) Project Manager <ul style="list-style-type: none"> <li>1.) With at least five (5) years' relevant experience in the management of the operation and maintenance of Building Facilities and /or Information and Technology Building Facilities or similar facilities.</li> </ul> </li> <li>B. One (1) Project Coordinator <ul style="list-style-type: none"> <li>1.) With at least two (2) years' relevant experience in project coordination of the operation and maintenance of Building Facilities and /or Information and Technology Building Facilities or similar facilities/projects.</li> </ul> </li> </ul>		

	<p>C. Maintenance team. The team shall consist of the following minimum number of personnel with the following qualifications.</p> <ol style="list-style-type: none"> <li>1.) One (1) Mechanical or Electrical or Electronics Engineer/Supervisor <ol style="list-style-type: none"> <li>(a) Mechanical or Electrical or Electronics Engineer with at least three (3) years' relevant experience in the operation and maintenance of Building Facilities and /or Information and Technology Building Facilities or similar facilities.</li> </ol> </li> <li>2.) One (1) Generator and Automatic Transfer Switch (ATS) Technician <ol style="list-style-type: none"> <li>(a) Trade School Graduate with TESDA National Certification (NC II) or equivalent and with at least three (3) years' relevant experience in Genset and Automatic Transfer Switch (ATS) operation, maintenance, and repair.</li> </ol> </li> <li>3.) One (1) Multi-Skilled Technician <ol style="list-style-type: none"> <li>(a) Trade School Graduate with TESDA National Certification (NC II) or equivalent and with at least three (3) years relevant experience in operation and maintenance of Building Facilities and /or Information and Technology Building Facilities or similar facilities:</li> </ol> </li> <li>4.) One (1) Ventilation and Air-Conditioning (VAC) Technician <ol style="list-style-type: none"> <li>(a) Trade School Graduate with TESDA National Certification (NC II) or equivalent and with at least three (3) years' relevant experience in operation, maintenance, and repair:</li> </ol> </li> </ol>		
	<p>2.5.2. Personal Protective Equipment (PPE) and Safety Devices</p> <p>The Contractor must provide and ensure that all personnel are always wearing proper PPE and use safety devices in their working area to avoid any accident. Personnel should also wear proper uniforms and ID at all times.</p> <p>Site/workplace must have proper warning devices/signage during restoration/repair.</p>		
	<p>2.5.3. Tools and Equipment</p> <p>As part of the maintenance activity, all necessary equipment and tools must be available at all times to do the preventive maintenance, repair, and restoration activities for the duration of the contract.</p>		
	<p>2.5.4. Maintenance vehicles and Communication expenses</p>		

	<p>The Contractor must have a service vehicle in good working condition for the team to mobilize necessary tools and materials that will be used in the maintenance of the Information and Technology facilities in the duration of the contract.</p> <p>The Contractor shall shoulder all transportation expenses (i.e., fuel, toll fee, registration) and communication expenses for all personnel in the team.</p>		
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Bidder's Authorized Representative:

\_\_\_\_\_

Signature over Printed Name

\_\_\_\_\_

Principal Bidder/ Supplier

*Section VII. Technical Specifications*

A handwritten signature in black ink, appearing to be a stylized 'P' or similar character.

## Technical Specifications

*[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

Item	Specification	Statement of Compliance
1.	<b>GENERAL INFORMATION</b>	
	<b>1.1. Project Title:</b> Supply and Delivery of Diesel for the Generators at Cable Landing Stations and Repeater Stations	
	<b>1.2. Project Sites:</b>	
	<b>Cable Landing Stations (CLS)</b>	
	1. Baler CLS: Aurora Trading Center, Baler, Aurora	
	2. San Fernando CLS: Poro Point, San Fernando, La Union	
	<b>Repeater Stations (RS)</b>	
	1. Pantabangan RS: Brgy. Marikit, Pantabangan, Nueva Ecija	
	2. San Jose RS: Brgy. Tulat, San Jose City, Nueva Ecija	
	3. Sta. Maria RS: Poblacion, Sta. Maria, Pangasinan	
	4. Rosario RS: Brgy. Cataguintingan, Rosario, La Union	
	<b>1.3. Target Beneficiaries:</b> The General Public Nationwide, National and Local Government Offices, Public Places	
	<b>1.4. Proponent:</b> National Broadband Program	
	<b>1.5. Project Timeframe:</b> 12 months	
	<b>1.6. Estimated Project Cost:</b> PhP 2,100,000.00	
2.	<b>EXECUTIVE SUMMARY</b>	



	The Department of Information and Communications Technology (DICT) in its commitment to build a High-Speed Internet Infrastructure - the National Broadband Program (NBP) Luzon Bypass Infrastructure in order to improve internet speed for government and public use and to signify the related reduced internet cost.																									
3.	<b>OBJECTIVE</b> The purpose of this project is to procure diesel to fuel the generator sets. This is to ensure the government network and internet services for the public via Luzon Bypass Infrastructure (LBI) facilities are operational twenty-four (24) hours a day, seven (7) days a week in case of a commercial power failure.																									
4.	<b>TECHNICAL SPECIFICATIONS</b>																									
	<b>4.1. SCOPE OF WORK</b>																									
	4.1.1. The Winning Bidder shall supply and deliver the diesel fuel on an as-needed basis.																									
	4.1.2. The Winning Bidder shall deliver and dispense the diesel fuel at the location, date, time, and volume specified in the Order Slip.																									
	4.1.3. The Winning Bidder shall allocate up to 46,500 liters of diesel fuel per year more or less. <table border="1" data-bbox="411 853 1029 1615"> <thead> <tr> <th></th> <th>Stations</th> <th>Fuel allocation per year</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Baler CLS</td> <td>21,250 Liters</td> </tr> <tr> <td>2</td> <td>San Fernando CLS</td> <td>21,250 Liters</td> </tr> <tr> <td>3</td> <td>Pantabangan RS</td> <td>1,000 Liters</td> </tr> <tr> <td>4</td> <td>San Jose RS</td> <td>1,000 Liters</td> </tr> <tr> <td>5</td> <td>Sta. Maria RS</td> <td>1,000 Liters</td> </tr> <tr> <td>6</td> <td>Rosario RS</td> <td>1,000 Liters</td> </tr> <tr> <td></td> <td>Total</td> <td>46,500 Liters</td> </tr> </tbody> </table>		Stations	Fuel allocation per year	1	Baler CLS	21,250 Liters	2	San Fernando CLS	21,250 Liters	3	Pantabangan RS	1,000 Liters	4	San Jose RS	1,000 Liters	5	Sta. Maria RS	1,000 Liters	6	Rosario RS	1,000 Liters		Total	46,500 Liters	
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	4.1.4. The Winning Bidder shall supply and deliver diesel fuel by volumes of 10,000 liters, 5,000 liters, 1,000 liters, 400 liters, and 100 liters as specified in the Order Slip.																									
	4.1.5. The diesel Bid Price shall be based on the prospective supplier's Wholesale Posted Price (WPP) ten (10) days prior to the date of bid opening as verified with the Oil Industry Management Bureau of the Department of Energy.  <i>Note: The Pricing scheme is based on Revised 2016 IRR RA9184 Appendix 22 Section 5.1 guidelines</i>																									
	<b>4.2. DEFINITION OF TERMS</b>																									

	Wholesale Posted Price or WPP – refers to the reference fuel prices individually set by local refiners and traders subject to periodic changes based on the movement in crude oil prices, foreign exchange, and all other costs as verified and confirmed by the Department of Energy (DOE).				
	<b>4.3. FRAMEWORK AGREEMENT</b>				
	<b>I t e m</b>	<b>Particulars / Location</b>	<b>Projected Quantity (Liters)</b>	<b>Unit Cost Per Liter (Php)</b>	<b>Total Cost (Php)</b>
	1	Supply, Delivery, and Dispensing of Diesel at San Fernando La Union Cable Landing Station (CLS).	21,250 li.	Bid Price	959,650.00
	2	Supply, Delivery, and Dispensing of Diesel at Baler Cable Landing Station (CLS).	21,250 li.	Bid Price	959,650.00
	3	Supply, Delivery, and Dispensing of Diesel fuel at Rosario Repeater Station (RS).	1,000 li.	Bid Price	45,160.00
	4	Supply, Delivery, and Dispensing of Diesel at Sta Maria Repeater Station (RS).	1,000 li.	Bid Price	45,160.00
	5	Supply, Delivery, and Dispensing of Diesel at San Jose Repeater Station (RS).	1,000 li.	Bid Price	45,160.00
	6	Supply, Delivery, and Dispensing of Diesel at Pantabangan Repeater Station (RS).	1,000 li.	Bid Price	45,160.00
<b>5.</b>	<b>ORDER AND PAYMENTS</b>				
	5.1. The following documents shall be made integral parts of the Order(s) Slip issued to the Winning Bidder; 5.1.1. Notice to Execute Framework Agreement 5.1.2. Framework Agreement.				

	<p>5.2. Terms and conditions of payment;</p> <p>5.2.1. Payment shall be made within 15 working days after receiving the invoice from the supplier.</p> <p>5.2.2. Required documents for payment are as follows;</p> <p>a. Order Slip duly signed and approved.</p> <p>b. BIR VAT registered Winning Bidder's Invoice issued to the end-user.</p> <p>c. Winning Bidder's Delivery Receipt duly received/signed by end-users authorized representative.</p> <p>d. Acceptance Report issued and signed by end-users authorized representative</p>							
6.	<p><b>PROJECT COST</b></p> <table border="1"> <thead> <tr> <th>Particulars</th> <th>Qty</th> <th>ABC</th> </tr> </thead> <tbody> <tr> <td>Supply and Delivery of Diesel for the Generators at Cable Landing Stations and Repeater</td> <td>1 lot</td> <td>PHP 2,100,000.00</td> </tr> </tbody> </table>	Particulars	Qty	ABC	Supply and Delivery of Diesel for the Generators at Cable Landing Stations and Repeater	1 lot	PHP 2,100,000.00	
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Supply and Delivery of Diesel for the Generators at Cable Landing Stations and Repeater	1 lot	PHP 2,100,000.00						
7.	<p><b>PROJECT TIMEFRAME</b></p> <p>Twelve (12) months upon the receipt of Notice to Execute Framework Agreement.</p>							

## *Technical Specifications*

<b>TECHNICAL SPECIFICATIONS</b>			
<b>Item / Service</b>	<b>Maximum Quantity (liters)</b>	<b>Technical Specifications / Scope of Work</b>	<b>Statement of Compliance</b>
<b>1</b>	<b>21,250</b>	<b>Supply, Delivery, and Dispensing of Diesel at San Fernando La Union Cable Landing Station</b>	
<b>2</b>	<b>21,250</b>	<b>Supply, Delivery, and Dispensing of Diesel at Baler Cable Landing Station</b>	
<b>3</b>	<b>1000</b>	<b>Supply, Delivery, and Dispensing of Diesel fuel at</b>	

		<b>Rosario Repeater Station</b>	
<b>4</b>	<b>1000</b>	<b>Supply, Delivery, and Dispensing of Diesel at Sta Maria Repeater Station</b>	
<b>5</b>	<b>1000</b>	<b>Supply, Delivery, and Dispensing of Diesel at San Jose Repeater Station</b>	
<b>6</b>	<b>1000</b>	<b>Supply, Delivery, and Dispensing of Diesel at Pantabangan Repeater Station</b>	

***Section VII. Technical Specifications***  
Security Services of International Cable Landing and  
Repeater Station-Lot D



## Technical Specifications Compliance Form

*[Bidders must state here either "Compliant" or "Non Compliant" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

<b>TECHNICAL SPECIFICATIONS</b>			
Item	Technical Specifications / Scope of Work	<i>Statement of Compliance</i>	
<b>LOT D</b>	<b>Security Services of International Cable Landing and Repeater Station-</b>	<i>Compliant</i>	<i>Non Compliant</i>
	<p>The SECURITY AGENCY shall undertake the following:</p> <ol style="list-style-type: none"> <li>1. Bidder must provide a Certified True Copy the Agency License to Operate as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA)</li> <li>2. Agency Organizational Set Up indicating the Names of Key Personnel and Personnel Manning of Key Officers</li> <li>3. List and Photocopies of Licences of Firearms under is Inventory, If such licenses are already expired, A certification from FEO , PNP that the request for renewal are under process</li> </ol>		

<p>4. Prepare a Security Plan on the monitoring of activities in all designated areas in the DICT which shall be presented to the management for final approval. Said plan shall form part of the CONTRACT;</p> <p>5. Provide guards who are in their proper uniforms or, in the case of the Supervising Guards, formally attired, per requirement of the DICT;</p> <p>6. Provide adequate firearms and ammunitions to each guard as well as, such equipment (e.g. CCTV) and paraphernalia (e.g. first aide kit) as maybe necessary in the discharge of their duties;</p> <p>7. See to it that all guards assigned to the DICT are at all times vigilant, honest, dependable and aware of their duty to protect lives and limbs of personnel and finally protect the properties of the DICT;</p> <p>8. Make sure that all guards remain courteous to all employees and guests to protect the proper image of the DICT;</p> <p>9. The Security Guard per station must conduct frequent inspection, day and night;</p> <p>10. Ensure that unauthorized persons are kept out of guarded premises;</p> <p>11. Guarantee peace and order within the guarded premises at all times;</p> <p>12. Make available, at all times, duly-licensed, trained and qualified reliever guards in case of the absence of any assigned guard, for the continuous uninterrupted security services in the DICT premises. Make sure that the duty schedule of each Guard should not be more than Eight (8) hours;</p> <p>13. Change any guard who does not measure up to the standards or criteria of the DICT as soon as the SECURITY AGENCY is informed of the request for replacement, and conversely, not to</p>		
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	<p>change or replace any assigned guard without the consent of the DICT;</p> <p>14. Submit and surrender all record books used for monitoring and recording activities in the whole Building and those of the personnel. The designated Guard per station must submit monthly report to the FOO Cluster Director;</p> <p>15. To comply with all existing laws, rules and regulations relative to the operations of security agencies.</p>		
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***Bidder's Authorized Representative:***

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

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



**Tab I (Lot A - Forms)**

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located in the lower-left quadrant of the page.

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*[Letterhead]*

*[Date]*

The Bids and Awards Committee for Goods  
Bases Conversion and Development Authority  
2/F Bonifacio Technology Center  
31<sup>st</sup> Street, corner 2<sup>nd</sup> Avenue, Bonifacio Global City

Ladies/Gentlemen:

We, the undersigned, have at least five (5) years of direct experience on planning, engineering, supply and delivery, installation, testing and commissioning and experience in operations and maintenance of optical fiber transmission backbone projects/systems.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

---

*[Letterhead]*

**Material specifications based on the Common Material and Equipment Specifications enumerated in Annex B and Framework List (brand name and model number)**

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

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*[Letterhead]*

**Installation/Construction Practices**

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

---

*[Letterhead]*

**Inspection and Acceptance Test Procedures for Outside Plant System and Optical  
Fiber Cable Systems**

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

---

*[Letterhead]*

**Restoration/Maintenance Procedures**

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

---

*[Letterhead]*

**Sample Reports/Documentation for Maintenance**

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

---

*[Letterhead]*

**Project Requirement  
(Project Implementation Organization Chart)**

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:



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[Letterhead]

**List of key personnel with their Qualifications/CV/biodata**

	Name	Position
1		Project Manager
2		Project Engineer/Coordinator
3		Warehouseman
Maintenance Team 1		
4		OSP Supervisor
5		Lineman 1
6		Lineman 2
7		Splicers/Commissioning personnel 1
8		Splicers/Commissioning personnel 2
9		Support personnel 1
10		Support personnel 2
Maintenance Team 2		
11		OSP Supervisor
12		Lineman 1
13		Lineman 2
14		Splicers/Commissioning personnel 1
15		Splicers/Commissioning personnel 2
16		Support personnel 1
17		Support personnel 2
Repair/Restoration Team 1		
18		OSP Supervisor
19		Lineman 1
20		Lineman 2
21		Splicers/Commissioning personnel 1
22		Splicers/Commissioning personnel 2
23		Support personnel 1
24		Support personnel 2
25		HDD Team
26		Fiber Blowing Team
Repair/Restoration Team 2		
27		OSP Supervisor
28		Lineman 1
29		Lineman 2
30		Splicers/Commissioning personnel 1
31		Splicers/Commissioning personnel 2
32		Support personnel 1
33		Support personnel 2

34		HDD Team
35		Fiber Blowing Team

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

## FORMAT OF CURRICULUM VITAE (CV) FOR KEY PERSONNEL

---

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

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Detailed Tasks Assigned:

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### Education:

*[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

College/University	Degree/Title Obtained	Inclusive Dates

### Trainings/Seminars

*[Summarize the trainings, seminars and workshops undertaken, including those conducted by the nominated key staff, using the matrix below]*

Title/Description	Conducted by	Inclusive Dates	Venue	Involvement *

\*Such as participant, speaker or trainer

### Projects Undertaken related to detailed architectural and engineering design of buildings with land development

*[Provide outline of projects undertaken using the matrix below]*

n	Title/Descriptio	t	Clie	n	Positio	Start Date	Completion Date

### On-Going Projects

[Provide outline of on-going projects using the matrix below]

Title/Description	Client	Position	Start Date	End Date

**Memberships in Professional Societies**

[Give an outline of memberships in professional societies using the matrix below]

Name of Society/Commission	Date of Conferment/Registration	License/Professional Number	Validity Date

**Languages**

[Using the format below, indicate proficiency of languages familiar with proficiency whether excellent, good, fair, or poor in speaking, reading, and writing]

Language	Proficiency		
	Speaking	Reading	Writing

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Commitment:**

I also commit to work for the **Outside Plant (OSP) Maintenance and Repair Services with Framework for DICT’s Luzon Bypass Infrastructure** in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

[Signature of staff member and authorized representative of the firm] Date: Day/Month/Year

Full name of staff member:  
Full name of authorized representative:

**SUBSCRIBED AND SWORN** to before me this\_\_day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. .

Witness my hand and seal this\_day of [month] [year].

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission**

**Notary Public for                    until**

**Roll of Attorneys No.**

**PTR No., [date issued], [place issued]**

**IBP No., [date issued], [place issued]**

**Doc. No.**

**Page            No.**

**Book            No.**

**Series of.**

Important Note: Provide applicable documents to substantiate professional registration, educational attainment and trainings undertaken. Only those attainments and undertakings with supporting documents will be considered for evaluation.

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*[Letterhead]*

**Implementation or work schedule to include work plan**

Authorized  
Signature: Name and  
Title of Signatory:  
Name of  
Firm:  
Address:

---

*[Letterhead]*

*[Date]*

The Bids and Awards Committee for Goods  
Bases Conversion and Development Authority  
2/F Bonifacio Technology Center  
31<sup>st</sup> Street, corner 2<sup>nd</sup> Avenue, Bonifacio Global

City Ladies/Gentlemen:

We, the undersigned, have the necessary items that will be used in the maintenance and repair of the network mentioned in the Project Deliverables during the duration of the contract including but not limited to: Manpower, Tools and Equipment and Maintenance Vehicles.

We remain,

Yours sincerely,

Authorized  
Signature: Name and  
Title of Signatory:  
Name of  
Firm:  
Address:

**Tab J (Lot B - Forms)**

A handwritten signature in black ink, appearing to be a stylized 'S' or 'P' followed by a flourish.



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*[Letterhead]*

*[Date]*

The Bids and Awards Committee for Goods  
Bases Conversion and Development Authority  
2/F Bonifacio Technology Center  
31<sup>st</sup> Street, corner 2<sup>nd</sup> Avenue, Bonifacio Global City

Ladies/Gentlemen:

We, the undersigned, have at least five (5) years of direct experience on supply and delivery, installation, testing and commissioning and experience in operations and maintenance of Building Facilities or Information and Communication Technology Building Facilities or Telecom Facilities.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

---

*[Letterhead]*

**Project Requirement  
(Project Implementation Organization Chart)**

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

---

[Letterhead]

**List of key personnel with their Qualifications/CV/biodata**

	Name	Position
1		Project Manager
2		Project Coordinator
3		Mechanical or Electrical or Electronics Engineer/Supervisor
4		Generator and Automatic Transfer Switch (ATS) Technician
5		Multi-Skilled Technician
6		Ventilation and Air-Conditioning (VAC) Technician

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:



**On-Going Projects**

[Provide outline of on-going projects using the matrix below]

Title/Description	Client	Position	Start Date	End Date

**Memberships in Professional Societies**

[Give an outline of memberships in professional societies using the matrix below]

Name of Society/Commission	Date of Conferment/Registration	License/Professional Number	Validity Date

**Languages**

[Using the format below, indicate proficiency of languages familiar with proficiency whether excellent, good, fair, or poor in speaking, reading, and writing]

Language	Proficiency		
	Speaking	Reading	Writing

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Commitment:**

I also commit to work for the **Outside Plant (OSP) Maintenance and Repair Services with Framework for DICT's Luzon Bypass Infrastructure** in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

[Signature of staff member and authorized representative of the firm]

Date:

Day/Month/Year

Full name of staff member:

Full name of authorized representative:

**SUBSCRIBED AND SWORN** to before me this\_\_day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no.

Witness my hand and seal this\_day of [month] [year].

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission**

**Notary Public for                    until**

**Roll of Attorneys No.**

**PTR No., [date issued], [place issued]**

**IBP No., [date issued], [place issued]**

**Doc. No.**

**Page            No.**

**Book            No.**

**Series of.**

**Important Note: Provide applicable documents to substantiate professional registration, educational attainment and trainings undertaken. Only those attainments and undertakings with supporting documents will be considered for evaluation.**

**Tab J (Lot D - Forms)**



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*[Letterhead]*

**SECURITY PLAN**

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:



**PROCUREMENT OF SUPPLIES, SERVICES, AND EQUIPMENT FOR THE  
INTERNATIONAL CABLE LANDING STATIONS, REPEATER STATIONS FACILITIES,  
AND LUZON BYPASS INFRASTRUCTURE OPERATION**

**BID BULLETIN NO. BAC-G LBI 2021-002**  
**NOTICE OF CHANGE OF SCHEDULE**

1. The Bids and Awards Committee for Goods (BAC-G) revises the bidding schedule of the remaining bidding activities after the post qualification period to provide more time to the Department of Information and Communication Technology (DICT) to prepare and submit a Report on the Status and Inventory of the Cable Landing Stations and Repeater Facilities (Inventory Report) before the engagement of the Security Services, as follows:

**Cable Landing Stations:**

1. Baler CLS: Aurora Trading Center, Baler, Aurora;
2. San Fernando CLS: Poro Point, San Fernando, La Union;

**Repeater Stations:**

1. Pantabangan RS: Brgy. Marikit, Pantabangan, Nueva Ecija;
2. San Jose RS: Brgy. Tulat, San Jose City, Nueva Ecija;
3. Sta. Maria RS: Poblacion, Sta. Maria, Pangasinan; and
4. Rosario RS: Brgy. Cataguintangan, Rosario, La Union.

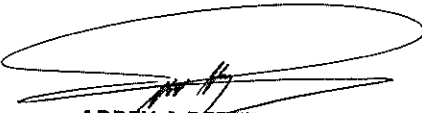
The Inventory Report is expected to be received by the BCDA BAC-G from the DICT on or before 16 March 2021.

2. In view of the foregoing, the BAC-G hereby revises the schedule of the remaining bidding activities for the **Procurement of Lot D of Supplies, Services, and Equipment for the International Cable Landing Stations, Repeater Stations Facilities, and Luzon Bypass Infrastructure Operation**, to wit:

Activities	Current Bidding Schedule	Revised Bidding Schedule
Drafting and Issuance of BAC-G Resolution and Notice of Award	On or before 27 Feb 2021	On or before 06 March 2021
Drafting and Signing of Contract	On or before 01 March 2021	On or before 16 March 2021
Issuance of Notice to Proceed	On or before 07 March 2021	On or before 23 March 2021

Issued on 23 February 2021.

**BIDS AND AWARDS COMMITTEE FOR GOODS**

  
**ARREY A PEREZ**  
Chairperson

 2021

**PROCUREMENT OF SUPPLIES, SERVICES, AND EQUIPMENT FOR THE  
 INTERNATIONAL CABLE LANDING STATIONS, REPEATER STATIONS FACILITIES,  
 AND LUZON BYPASS INFRASTRUCTURE OPERATIONS**

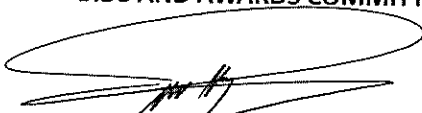
**BID BULLETIN NO. BAC-G LBI 2021-003**  
**NOTICE OF FURTHER CHANGE IN BIDDING SCHEDULE**

1. The BAC-G, via Bid Bulletin No. BAC-G LBI 2021-002\*, revised the bidding schedule for the remaining activities for the **Procurement of Supplies, Services and Equipment (Lot D) of the International Cable Landing Stations, Repeater Station Facilities and Luzon Bypass Infrastructure Operations**, to provide more time to the Department of Information and Communications Technology (DICT) to prepare and submit a Report on the Status and Inventory of the Cable Landing Stations and Repeater Station Facilities (Inventory Report) on or before 16 March 2021.
2. Likewise, the draft Contract for Lot D (**Security Services**) of the **Supplies, Services, and Equipment for the International Cable Landing Stations, Repeater Station Facilities and Luzon Bypass Infrastructure Operations** has been submitted by BCDA for review and comments of the Office of the Government Corporate Counsel (**OGCC**), BCDA's statutory counsel pursuant to Executive Order No. 596, series of 2006. The OGCC's comments, corrections, and revisions shall be incorporated into the final copy of the Contract to be executed between the BCDA and winning bidder for Lot D.
3. To provide more time for the compliance of the foregoing, the BAC-G hereby further revises the schedule of the remaining bidding activities for the **Procurement of Lot D of Supplies, Services, and Equipment for the International Cable Landing Stations, Repeater Stations Facilities, and Luzon Bypass Infrastructure Operation**, as follows:

Activities	Bidding Schedule*	Further Revised Bidding Schedule
Drafting and Issuance of BAC-G Resolution and Notice of Award	On or before 06 March 2021	On or before 30 March 2021
Drafting and Signing of Contract	On or before 16 March 2021	On or before 08 April 2021
Issuance of Notice to Proceed	On or before 23 March 2021	On or before 15 April 2021

Issued on 11 March 2021.

**BIDS AND AWARDS COMMITTEE FOR GOODS**

  
**ARREY A. PEREZ**  
 Chairperson

670

**PROCUREMENT OF SUPPLIES, SERVICES, AND EQUIPMENT FOR THE  
INTERNATIONAL CABLE LANDING STATIONS, REPEATER STATIONS FACILITIES,  
AND LUZON BYPASS INFRASTRUCTURE OPERATIONS**

**BID BULLETIN NO. BAC-G LBI 2021-004**  
**NOTICE OF FURTHER CHANGE IN BIDDING SCHEDULE**

1. The BAC-G, via Bid Bulletin No. BAC-G LBI 2021-003, revised the bidding schedule for the remaining activities for the **Procurement of Supplies, Services and Equipment (Lot D) of the International Cable Landing Stations, Repeater Station Facilities and Luzon Bypass Infrastructure Operations**, to provide more time to the Joint BCDA and DICT Inventory Team to submit a Report on the Status and Inventory of the Cable Landing Stations and Repeater Station Facilities (Inventory Report) on or before **06 April 2021**.

The following reasons were cited that caused the delay in the submission of the Inventory Report:

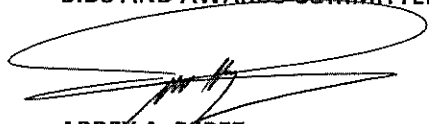
- In compliance with the existing COVID-19 Health Protocols mandated by the Inter-Agency Task Force for the Management of Emerging Infectious Diseases, the members of the Joint BCDA and DICT Inventory Team were required to undergo Real-Time Reverse Transcription Polymerase Chain Reaction (RT-PCR) Testing. Those members who tested positive were isolated from the group which led to regrouping.
  - Given the distance and logistical constraints of the locations, the Inventory Team had a limited physical conduct of the on-site inventory.
  - The team also encountered a difficulty in the consolidation and reconciliation of reports due to limited references and resources. Some of the items were seen and verified only from the available photos.
  - DICT requested for additional time to complete the approval process of, including the coordination with and securing the required authorized signatories, on the Inventory Report.
2. In addition, the draft Contract for **Lot D (Security Services) of the Supplies, Services, and Equipment for the International Cable Landing Stations, Repeater Station Facilities and Luzon Bypass Infrastructure Operations** has been submitted by BCDA for review and comments of the Office of the Government Corporate Counsel (OGCC), BCDA's statutory counsel pursuant to Executive Order No. 596, series of 2006. The OGCC's comments, corrections, and revisions shall be incorporated into the final copy of the Contract to be executed between the BCDA and winning bidder for Lot D.
  3. To provide more time to complete the aforementioned activities, the BAC-G hereby further revises the schedule of the remaining bidding activities for the **Procurement of Lot D of Supplies, Services, and Equipment for the International Cable Landing Stations, Repeater Stations Facilities, and Luzon Bypass Infrastructure Operation**, as follows:

Activities	Bidding Schedule	Revised Bidding Schedule
Drafting and Issuance of BAC-G Resolution and Notice of Award	On or before 30 March 2021	On or before 14 April 2021

Drafting and Signing of Contract	On or before 08 April 2021	On or before 30 April 2021
Issuance of Notice to Proceed	On or before 15 April 2021	On or before 04 May 2021

Issued on 06 April 2021.

**BIDS AND AWARDS COMMITTEE FOR GOODS**

  
**ARREY A. PEREZ**  
Chairperson  
*LTO*

*abc*





# SUPPLIER'S BID

# COPY OF FINANCIAL PROPOSAL

Addressed to: BACG SECRETARIAT  
BCDA BIDS AND AWARDS COMMITTEE FOR  
GOODS

Name of Contract to be Bid: PROCUREMENT OF SERVICES, SUPPLIES AND  
EQUIPMENT FOR THE INTERNATIONAL CABLE  
LANDING STATIONS (ICLS), REPEATER STATION  
FACILITIES (RFS), AND LUZON BYPASS  
INFRASTRUCTURE (LBI) OPERATIONS

Name & Address of Bidder: DARK HORSE SECURITY AGENCY, INC.  
RM. 317 SIR WILLIAM'S HOTEL, TIMOG AVE.,  
SOUTH TRIANGLE, QUEZON CITY

Name & Address of Procuring Entity: BASES CONVERSION AND DEVELOPMENT  
AUTHORITY  
BACG SECRETARIAT  
BCDA BIDS AND AWARDS COMMITTEE FOR  
GOODS  
BCDA Corporate Center, 2<sup>nd</sup> Flr., Bonifacio  
Technology Center, 31<sup>st</sup> St., cor., 2<sup>nd</sup> Ave.,  
Bonifacio Global City, Taguig City

Reference/Lot: LOT D - SECURITY SERVICES OF  
INTERNATIONAL CABLE  
LANDING AND REPEATER STATIONS

DO NOT OPEN BEFORE 10.00 AM OF FEBRUARY 9, 2021



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave Quezon City  
 Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

February 8, 2021

## BASES CONVERSION AND DEVELOPMENT AUTHORITY

2<sup>nd</sup> Floor Bonifacio Technology Center 31<sup>st</sup> St.,  
 cor. 2<sup>nd</sup> Ave., Bonifacio Global City Taguig  
 City, Metro Manila 1634

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin No. BAC-G LBI 2021-001, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **LOT D - Security Services for the International Cable Landing Stations and Repeater Stations** in conformity with the said Bidding Documents for the sum of **Seven Million Six Hundred Twenty Three Thousand Four Hundred Eighty Two Pesos and 45/100 Only**, the detail of which are shown in the table below:

AOR No.	Area Covered	Contract Rate Per Guard	No. of Guards	Total Bid Amount in Figures (for the first Year)	Total Bid Amount in Words ( For the 1st Year)
Cluster 1 A	International Cable Landing Station, California Avenue, Brgy San Francisco, San Fernando City, La Union	18,407.66	8 ✓	1,767,135.65	Seven Million Six Hundred Twenty Three Thousand Four Hundred Eighty Two Pesos and 45/100 Only
Cluster 1 B	Repeater Station, Barangay Cataguintan, Rosario, La Union	18,407.66	4 ✓	883,567.82	
Cluster 1 C	Repeater Station, Brgy Poblacion, Sta. Maria, Pangasinan	18,407.66	4 ✓	883,567.82	
Cluster 2 A	International Cable Landing Station, ATC Compound, Brgy Calabuanan, Baler, Aurora	19,952.61	8 ✓	1,915,450.21	
Cluster 2 A	Repeater Station, Brgy Tulat, San Jose City, Nueva Ecija	22,643.34	4 ✓	1,086,880.47	
Cluster 2 B	Repeater Station, Brgy Marikit, Pantabangan, Nueva Ecija	22,643.34	4 ✓	1,086,880.47	
	<b>Total</b>		<b>32</b>	<b>7,623,482.45</b>	

1

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

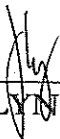
No commissions or gratuities were paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract.

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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 8th day of February, 2021.

  
\_\_\_\_\_  
JASPER LLEWELLYN Z. SY, AUTHORIZED SIGNATORY

Duly authorized to sign Bid for and on behalf of **DARK HORSE SECURITY AGENCY**  
**INC.**





# DARK HORSE SECURITY AGENCY, INC.

32F Liberty Avenue, Brgy. Socorro, Cubao Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## BID PRICE & DERIVATION OF PRICE

### I. COMPONENT 1: SECURITY GUARD WITH STANDARD PACKAGE REQUIREMENT

#### Area of Responsibility (AOR) :

- A. International Cable Landing Station, California Avenue, Brgy San Francisco, San Fernando City, La Union
- B. Repeater Station, Barangay Cataguintan, Rosario, La Union
- C. Repeater Station, Brgy Poblacion, Sta. Maria, Pangasinan

Reference : Cluster 1

Hours Work : Eight (8) Hours


### COST BREAKDOWN

<u>AMOUNT DIRECTLY TO GUARD</u>	
New Daily Wage (DW)	340.00
COLA	-
New Daily Wage	340.00
Average Pay/Month (DW x #of days per year/12mos)	11,157.67
13th Month Pay (DWx365/12/12)	861.81
Night Differential (Ave Pay per Mo.x10% $\times$ 1/2)	371.92
Five (5) Days Incentive Pay (DW+COLAx5/12)	141.67
COLA (P___ X 377/12)	-
Uniforms (R.A. 5407)	100.00
Overtime Pay	-
Sub - Total	12,633.06
<u>AMOUNT TO GOVERNMENT IN FAVOR OF GUARD</u>	
Retirement Benefit (R.A. 7641)	637.50
State Insurance Fund	10.00
SSS Premium	960.00
Philhealth Contribution	167.37
Pag-Ibig Fund (RA 7742)	100.00
Sub - Total	1,874.87
A TOTAL AMOUNT TO GUARD AND GOVERNMENT	14,507.93
B AGENCY FEE - ADMIN OVERHEAD AND MARGIN	3,481.90
C VALUE ADDED TAX (AGENCY FEE $\times$ 12% AS PER VAT RMC-39-200)	417.83
D BID PROPOSAL: CONTRACT RATE PER GUARD	18,407.66

### II. COMPONENT 2: SPECIAL EQUIPMENTS & SERVICES REQUIREMENTS

III. TOTAL BID PROPOSAL FOR COMPONENTS 1 AND 2 3,534,271.29

Submitted by:

  
\_\_\_\_\_  
JASPER LLEWELLYN Z. SY  
Authorized Representative

Date:

\_\_\_\_\_



# DARK HORSE SECURITY AGENCY, INC.

32F Liberty Avenue, Brgy. Socorro, Cubao Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## BID PRICE & DERIVATION OF PRICE

### I. COMPONENT 1: SECURITY GUARD WITH STANDARD PACKAGE REQUIREME

Area of Responsibility (AOR) :

A. International Cable Landing Station, ATC Compound, Brgy Calabuanan, Baler, Aurora

Reference : Cluster 2

Hours Work : Eight (8) Hours

### COST BREAKDOWN


<u>AMOUNT DIRECTLY TO GUARD</u>	
New Daily Wage (DW)	369.00
COLA	-
New Daily Wage	369.00
Average Pay/Month (DW x #of days per year/12mos)	12,109.35
13th Month Pay (DWx365/12/12)	955.31
Night Differential (Ave Pay per Mo.x10% $\times$ 1/2)	403.65
Five (5) Days Incentive Pay (DW+COLAx5/12)	153.75
COLA (P___ X 377/12)	-
Uniforms (R.A. 5407))	100.00
Overtime Pay	-
Sub - Total	13,702.06
<u>AMOUNT TO GOVERNMENT IN FAVOR OF GUARD</u>	
Retirement Benefit (R.A. 7641)	691.88
State Insurance Fund	10.00
SSS Premium	1,040.00
Philhealth Contribution	181.64
Pag-Ibig Fund (RA 7742)	100.00
Sub - Total	2,023.52
A TOTAL AMOUNT TO GUARD AND GOVERNMENT	15,725.57
B AGENCY FEE - ADMIN OVERHEAD AND MARGIN	3,774.14
C VALUE ADDED TAX (AGENCY FEE x 12% AS PER VAT RMC-39-2007)	452.90
D BID PROPOSAL: CONTRACT RATE PER GUARD	19,952.61

### II. COMPONENT 2: SPECIAL EQUIPMENTS & SERVICES REQUIREMENTS

### III. TOTAL BID PROPOSAL FOR COMPONENTS 1 AND 2

1,915,450.21

Submitted by:

  
\_\_\_\_\_  
JASPER LLEWELLYN Z. SY  
Authorized Representative

Date:

\_\_\_\_\_



# DARK HORSE SECURITY AGENCY, INC.

32F Liberty Avenue, Brgy. Socorro, Cubao Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## BID PRICE & DERIVATION OF PRICE

### I. COMPONENT 1: SECURITY GUARD WITH STANDARD PACKAGE REQUIREM

Area of Responsibility (AOR) :

- A. Repeater Station, Brgy Tulat, San Jose City, Nueva Ecija
- B. Repeater Station, Brgy Marikit, Pantabangan, Nueva Ecija

Reference : Cluster 2

Hours Work : Eight (8) Hours


### COST BREAKDOWN

<u>AMOUNT DIRECTLY TO GUARD</u>	
New Daily Wage (DW)	420.00
COLA	-
New Daily Wage	420.00
Average Pay/Month (DW x #of days per year/12mos)	13,783.00
13th Month Pay (DWx365/12/12)	1,064.58
Night Differential (Ave Pay per Mo.x10%x1/2)	459.43
Five (5) Days Incentive Pay (DW+COLAx5/12)	175.00
COLA (P___ X 377/12)	-
Uniforms (R.A. 5407)	100.00
Overtime Pay	-
Sub - Total	15,582.02
<u>AMOUNT TO GOVERNMENT IN FAVOR OF GUARD</u>	
Retirement Benefit (R.A. 7641)	787.50
State Insurance Fund	10.00
SSS Premium	1,160.00
Philhealth Contribution	206.75
Pag-Ibig Fund (RA 7742)	100.00
Sub - Total	2,264.25
A TOTAL AMOUNT TO GUARD AND GOVERNMENT	17,846.27
B AGENCY FEE - ADMIN OVERHEAD AND MARGIN	4,283.10
C VALUE ADDED TAX (AGENCY FEE x 12% AS PER VAT RMC-39-2007)	513.97
D BID PROPOSAL: CONTRACT RATE PER GUARD	22,643.34

### II. COMPONENT 2: SPECIAL EQUIPMENTS & SERVICES REQUIREMENTS

III. TOTAL BID PROPOSAL FOR COMPONENTS 1 AND 2 2,173,760.94

Submitted by:

  
\_\_\_\_\_  
JASPER LLEWELLYN Z. SY  
Authorized Representative

Date:

\_\_\_\_\_

# ELIGIBILITY REQUIREMENTS

# COPY OF ELIGIBILITY DOCUMENTS

Addressed to: BACG SECRETARIAT  
BCDA BIDS AND AWARDS COMMITTEE FOR  
GOODS

Name of Contract to be Bid: PROCUREMENT OF SERVICES, SUPPLIES AND  
EQUIPMENT FOR THE INTERNATIONAL CABLE  
LANDING STATIONS (ICLS), REPEATER STATION  
FACILITIES (RFS), AND LUZON BYPASS  
INFRASTRUCTURE (LBI) OPERATIONS

Name & Address of Bidder: DARK HORSE SECURITY AGENCY, INC.  
RM. 317 SIR WILLIAM'S HOTEL, TIMOG AVE.,  
SOUTH TRIANGLE, QUEZON CITY

Name & Address of Procuring Entity: BASES CONVERSION AND DEVELOPMENT  
AUTHORITY  
BACG SECRETARIAT  
BCDA BIDS AND AWARDS COMMITTEE FOR  
GOODS  
BCDA Corporate Center, 2<sup>nd</sup> Flr., Bonifacio  
Technology Center, 31<sup>st</sup> St., cor., 2<sup>nd</sup> Ave.,  
Bonifacio Global City, Taguig City

Reference/Lot: LOT D - SECURITY SERVICES OF  
INTERNATIONAL CABLE  
LANDING AND REPEATER STATIONS

DO NOT OPEN BEFORE 10:00 AM OF FEBRUARY 9, 2021

Republic of the Philippines  
Department of Budget and Management  
PROCUREMENT SERVICE

**CERTIFICATE OF PHILGEPS REGISTRATION  
(Platinum Membership)**

*THIS IS TO CERTIFY THAT*

**DARK HORSE SECURITY AGENCY INC.**  
TIMOG AVENUE SOUTH TRIANGLE ,  
Quezon City . Metro Manila , NCR , Philippines

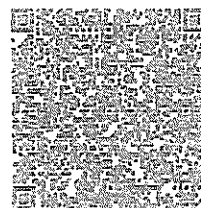
*is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on 29-Jul-2017 pursuant to Section 8.5 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.*

*This further certifies that **DARK HORSE SECURITY AGENCY INC.** has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof. The Procuring Entity reserves the right to verify, validate and ascertain the authenticity, completeness and truthfulness of all the submitted documents during the post-qualification process.*

*This Certificate is valid until 27-Nov-2021*

Issued this 26th day of November 2020.

This is a system generated certificate. No signature is required.



Documentary Stamp Tax Paid Php 30.00

Certificate Reference No: 201707148989137469297

## REMINDERS <sup>1</sup>

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*

# List of Eligibility Documents

of

**DARK HORSE SECURITY AGENCY INC.**

TIMOG AVENUE SOUTH TRIANGLE ,

Quezon City , Metro Manila , NCR , Philippines

<p><b>SEC Certificate</b></p>	<p>Registration Date : 25-Oct-2013 SEC Certificate Number : CS201320797</p>
<p><b>Mayors Permit</b></p>	<p>Expiration Date : 31-Dec-2020 Permit Number : 14001867 Place of Issue : BUSINESS PERMITS AND LICENSING DEPARTMENT QC Issued By / Signatory : MA. MARGARITA T. SANTOS CITY GOVERNMENT DEPARTMENT HEAD III Issuance Date : 18-Jan-2020</p>
<p><b>Tax Clearance</b></p>	<p>Expiration Date : 17-Sep-2021 TCC Number : 07A-039-09-17-R1590-2020 Issued By / Signatory : MARIVIC G. TULIO CHIEF, COLLECTION DIVISION Issuance date : 17-Sep-2020</p>
<p><b>Audited Financial Statement</b></p>	<p>Date of Filing : 09-Jun-2020 Current Asset : 5,764,950.00 Total Asset : 10,811,602.00 Current Liabilities : 697,979.00 Total Liabilities : 1,855,259.00 Name of Auditor : ALEXANDER T. DIZON BIR RDO Code : 039</p>
<p><b>PCAB License</b></p>	<p>Expiration Date : - Issued By / Signatory : Issuance Date : - License Number : License First Issue Date : - Principal Classification : Category :</p>





REPUBLIC OF THE PHILIPPINES  
**SECURITIES AND EXCHANGE COMMISSION**  
SEC Building, EDSA, Greenhills  
City of Mandaluyong, Metro Manila

COMPANY REG. NO. CS201320797  
COMPANY TIN 008-647-757

### CERTIFICATE OF INCORPORATION

**KNOW ALL PERSONS BY THESE PRESENTS:**

This is to certify that the Articles of Incorporation and By-Laws of

**DARK HORSE SECURITY AGENCY INC.**

were duly approved by the Commission on this date upon the issuance of this Certificate of Incorporation in accordance with the Corporation Code of the Philippines (Batas Pambansa Blg.68), and copies of said Articles and By-Laws are hereto attached.

This Certificate grants juridical personality to the corporation but does not authorize it to undertake business activities requiring a Secondary License from this Commission such as, but not limited to acting as: broker or dealer in securities, government securities eligible dealer (GSED), investment adviser of an investment company, close-end or open-end investment company, investment house, transfer agent, commodity/financial futures exchange/broker/merchant, financing company, pre-need plan issuer, general agent in pre-need plans and time shares/club shares/membership certificates issuers or selling agents thereof. Neither does this Certificate constitute as permit to undertake activities for which other government agencies require a license or permit.

As a registered corporation, it shall submit annually to this Commission the reports indicated at the back of this certificate.

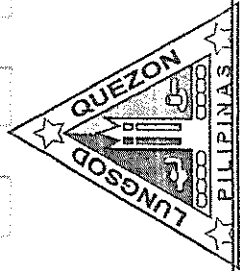
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed at Mandaluyong City, Metro Manila, Philippines, this 25<sup>th</sup> day of October, Twenty Thirteen.

  
**FERDINAND B. SALES**  
Acting Director

Company Registration and Monitoring Department

For SEC use only:  
032029 (PS: AS revised)

AUG 17 2013



Republic of the Philippines  
**QUEZON CITY**  
 Metro Manila  
 BUSINESS PERMITS AND LICENSING DEPARTMENT  
 Telephone No.: 988-4242 Loc. 8174 / 8282  
**PERMIT TO OPERATE**



Mayor's Permit No. <b>14-001867</b>	Type of Application <b>RENEWAL</b>	Official Receipt No. <b>B-2020-000-076-0001058</b>	Amount Paid <b>45,008.71</b>
Date Issued <b>01/18/2020</b>	Date Expires <b>December 31, 2020</b>	Period Covered <b>1-4 2020</b>	Date of Payment <b>01/11/2020</b>

Owner's Name  
**DARK HORSE SECURITY AGENCY INC.**

Business Name  
**DARK HORSE SECURITY AGENCY INC.**

Address  
**#317 3F SIR WILLIAMS HOTEL, TIMOG AVE., SOUTH TRIANGLE, 4**

Kind of Business  
**ICY**

Area of Establishment		Requirements	
Area	Area	Clearance No.	Validity
22 sqm.	Male: 4		
	Female: 0		
Total No. of Employees			
Male: 4			
Female: 0			
TIN: 008-647-757			

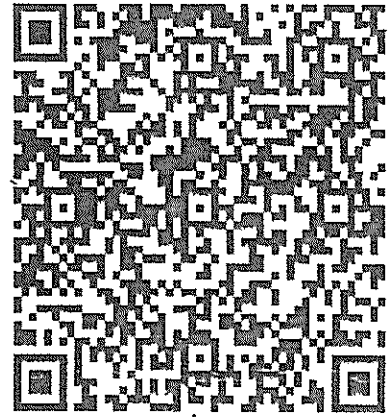
AS CITED AT THE BACK\*\*WITH PSA REG. LTO NO. PSA-R-14-165478-2177 VALID UNTIL APRIL 2, 2021\*\*SUBMIT DPOS W/IN 30 DAYS NON COMPLIANCE REVOKES THIS PERMIT\*\*

Copy of Official  
 Permitted 08-11-20  
 MA. LILIAN AFFRICA  
 OIC - Records & Statistics Division

For and by the Authority of the City Mayor:

**MA. JOSEFINA G. BELMONTE**

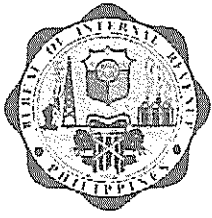
**MA. MARGARITA T. SANTOS**  
 City Government Department Head III



ISFERABLE AND VALID ONLY WITH CORRESPONDING OFFICIAL RECEIPTS SHOWING OF PERMIT FEES AND CITY TAXES. ERASURE/ALTERATIONS WILL INVALIDATE THIS PERMIT.  
 TO RENEW THIS BUSINESS PERMIT/LICENSE WITHIN THE PRESCRIBED PERIOD SHALL THE TAXPAYER TO A TWENTY-FIVE PERCENT (25%) SURCHARGE OF THE PERMIT FEE.  
 THE PERMIT SHALL BE POSTED CONSPICUOUSLY AT THE PLACE OF BUSINESS AND SHALL BE D AND/OR SURRENDERED TO CONCERNED AUTHORITIES UPON DEMAND.  
 IF THIS PERMIT WITHIN 20 DAYS UPON CLOSURE OF BUSINESS TO AVOID PENALTY.  
 TO COMPLIANCE TO ORDINANCES RELATED TO CONDUCT OF BUSINESS.







REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FINANCE  
**BUREAU OF INTERNAL REVENUE**  
REVENUE REGION NO. 7A  
Quezon City  
Collection Division



## CERTIFICATION

This is to certify that Dark Horse Security Agency Inc. (TIN: 008-647-757-000) was issued with Tax Clearance on September 17, 2020 with TCC No. 07A-039-09-17-R1590-2020 (Pursuant to EO No. 398) for bidding.

Certification is being issued upon the request of the Company President, Mr. Gil C. Bermudez in connection to its application to secure a Certified True Copy of the Tax Clearance Certificate for bidding purposes.

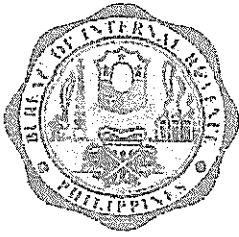
Issued this 12th day of October, 2020.

  
MARIVIC G. TULIO  
Chief, Collection Division



**NOT VALID  
WITHOUT BIR  
DRY SEAL**

Certification Fee: P 100.00  
OR No: ACF201400486516  
Date: October 09, 2020



REPUBLIC OF THE PHILIPPINES  
 DEPARTMENT OF FINANCE  
**BUREAU OF INTERNAL REVENUE**  
 REVENUE REGION 7A- QUEZON CITY

TCC NO.07A- 039- 09-17-R1590-2020

# TAX CLEARANCE CERTIFICATE

(Pursuant to Executive Order No. 398)

## DARK HORSE SECURITY AGENCY INC.

Name of Taxpayer

RM 317 SIR WILLIAM'S HOTEL TIMOG AVE. SOUTH TRIANGLE QUEZON CITY  
 1103

Address

**008-647-757-000**

Taxpayer Identification Number

This is to certify that the above mentioned taxpayer is eligible for issuance of this Tax Clearance Certificate having satisfied all the criteria set forth by the BIR as of the date of this certification pursuant to Revenue Regulations No. 8-2016, as amended.

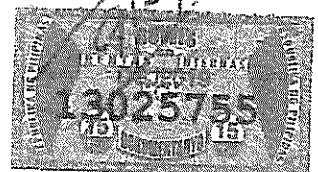
Tax liabilities recorded after the aforesaid dates or outside the jurisdiction of this Office are not covered by this tax clearance.

Issued this 17th day of September, 2020.

NOTE: THIS CERTIFICATE SHALL BE VALID AND EFFECTIVE FROM DATE OF ISSUE UNTIL SEPTEMBER 17, 2021 ONLY OR UNTIL REVOKED, WHICHEVER COMES EARLIER. THIS SHALL NOT BE USED ON SALES/TRANSFER OF REAL PROPERTIES. CERTIFICATION FEE OF P100 WAS PAID ON SEPTEMBER 16, 2020. UNDER EFPS PAYMENT TRANSACTION NUMBER: 206684724. ANY ERASURE MADE ON THIS TCC SHALL RENDER IT NULL AND VOID.

NOT VALID  
 WITHOUT BIR  
 DRY SEAL

*[Signature]*  
**MARIVIC G. TULIO**  
 CHIEF, COLLECTION DIVISION



**WARNING:** Counterfeiting is punishable by law. For authenticity, please visit BIR website [www.bir.gov.ph/index.php/tax-clearance/released-tax-clearance.html](http://www.bir.gov.ph/index.php/tax-clearance/released-tax-clearance.html). Tax Clearance Certificate (for bidding purposes) not listed/pasted herein will be deemed to have originated from an illegal source.



**BIR Payment was successful.**

Your Transaction Reference Number is BIR-061120-144541-01780535

**BIR Payment Details**

Reference Number	BIR-061120-144541-01780535
Account	1983011302 (PHP) - AGENCY DARK H
Current Balance	PHP 49,627.66
Available Balance	PHP 49,627.66
Amount Due	PHP 35,736.00
Actual Amount Paid	PHP 35,736.00
Filing Reference Number	122000036173979
Payment Transaction Number	204697562
TIN	003647757000
Branch Number	000
RDO Code	039
Taxpayer's Name	DARK HORSE SECURITY AGENCY INC.
Tax Type	IT
Tax Return Period	12312019
Quarter	0
Remarks	



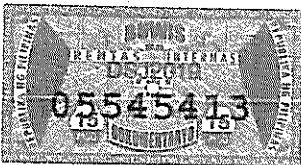
For BIR Use Only BCS/Item

1702-RT05/13P1

Republika ng Pilipinas Kagawaran ng Pantanalapi Kawantuhan ng Rentas Internas		<b>Annual Income Tax Return</b> For Corporation, Partnership and Other Non-Individual Taxpayer Subject Only to REGULAR Income Tax Rate <small>Enter all required information in CAPITAL LETTERS. Mark applicable boxes with an "X".          Two Copies MUST be filed with the BIR and one held by the taxpayer.</small>			BIR Form No. <b>1702-RT</b> June 2013 Page 1
1 For Calendar Fiscal	3 Amended Return?	4 Short Period Return?	5 Alphanumeric Tax Code (ATC)		
2 Year Ended (MM/20YY) 12 2019	Yes No	Yes No	IC055 Minimum Corporate Income Tax (MCIT)		

Part I - Background Information	
9 Taxpayer Identification Number (TIN)	000 - 947 - 757 - 000 7 RDO Code 033
8 Date of Incorporation/Organization (MM/DD/YYYY)	
9 Registered Name (Enter only 1 letter per box using CAPITAL LETTERS) DARK HORSE SECURITY AGENCY INC.	
10 Registered Address (Indicate complete registered address) RM 317 SIR WILLIAM'S HOTEL TIMOG AVE. SOUTH TRIANGLE QUEZON CITY	
11 Contact Number 89116471	12 Email Address delosreyes_dannia@yahoo.com
13 Main Line of Business INVESTIGATION, SECURITY ACTIVITIES	14 PSIC Code 7492
15 Method of Deductions Itemized Deductions [Section 34 (A-J), NIRC] Optional Standard Deduction (OSD) - 40% of Gross Income [Section 34(L), NIRC as amended by RA No. 9504]	

Part II - Total Tax Payable (Do NOT enter Cents/avo)	
16 Total Income Tax Due (Overpayment) (From Part IV Item 44)	153,134
17 Less: Total Tax Credits/Payments (From Part IV Item 45)	117,396
18 Net Tax Payable (Overpayment) (Item 16 Less item 17) (From Part IV Item 45)	35,736
19 Add: Total Penalties (From Part IV Item 50)	0
20 TOTAL AMOUNT PAYABLE (Overpayment) (Sum of Item 18 and 19) (From Part IV Item 51)	35,736
21 If Overpayment, mark "X" one box only (Once the choice is made, the same is irrevocable)	
<input type="checkbox"/> To be refunded	<input type="checkbox"/> To be issued a Tax Credit Certificate (TCC)
<input type="checkbox"/> To be carried over as tax credit next year/quarter	
<small>We declare under the penalties of perjury that this annual return has been made in good faith, verified by us, and to the best of our knowledge and belief, a true and correct pursuant to the provisions of the National Internal Revenue Code, as amended, and the regulations issued under authority thereof, if Authorized Representative, attach resolution in letter and indicate TIN</small>	
<small>Signature over printed name of President/Principal Officer/Authorized Representative</small>	
<small>Signature over printed name of Taxpayer/Assistant Treasurer</small>	
Title of Signatory	Number of pages filed



22 Number	SEC Reg No.	20192708	23 Date of Issue (MM/DD/YYYY)	10/25/2013
ONG			25 Amount, if CTC	0
Part III - Details of Payment				
Bank/Agency I	Number	Date (MM/DD/YYYY)	Amount	
			0	
			0	
			0	
Receipts Details (if not filed with an Authorized Agent Bank)			Stamp of receiving Office/AAB and Date of Receipt (RC's Signature/Bank Teller's Initial)	

CERTIFIED TRUE COPY  
ERIFIED FROM DATA BASE

DOC. LOC. NO. 03972006790625  
BATCH NO. 2003973857

PHILIP BENETRIO M. VIDUYA  
Revenue Officer



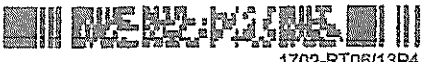
<b>Annual Income Tax Return</b> Page 2		BIR Form No. <b>1702-RT</b> June 2013		1702-RT06/13P2	
Taxpayer Identification Number (TIN)			Registered Name		
008 - 847 - 753 - 000			DARK HORSE SECURITY AGENCY INC.		
<b>Part IV - Computation of Tax (Do NOT enter Centavos)</b>					
30 Net Sales/Revenues/Receipts/Fees (From Schedule 1 Item 6)				7,201,549	
31 Less: Cost of Sales/Services (From Schedule 2 Item 27)				2,340,744	
32 Gross Income from Operation (Item 30 Less Item 31)				4,860,805	
33 Add: Other Taxable Income Not Subjected to Final Tax (From Schedule 3 Item 4)				0	
34 Total Gross Income (Sum of Items 32 & 33)				4,860,805	
Less: Deductions Allowable under Existing Law					
35 Ordinary Allowable Itemized Deductions (From Schedule 4 Item 4D)				4,350,359	
36 Special Allowable Itemized Deductions (From Schedule 5 Item 5)				0	
37 NOLCO (only for those taxable under Sec. 27(A to C); Secs. 28(A)(1) & (A)(6)(b) of the tax Code) (From Schedule 6A Item 6D)				0	
38 Total Itemized Deductions (Sum of Items 35 to 37)				4,350,359	
OR in case taxable under Sec 27(A) & 28(A)(1)					
39 Optional Standard Deduction (40% of Item 34)				0	
40 Net Taxable Income (Item 34 Less Item 38 OR 39)				510,446	
41 Income Tax Rate				30.0%	
42 Income Tax Due other than MCIT (Item 40 x Item 41)				153,134	
43 Minimum Corporate Income Tax (MCIT) (2% of Gross Income in Item 34)				97,216	
44 Total Income Tax Due (Normal Income Tax in Item 42 or MCIT in Item 43, whichever is higher) (To part II Item 16)				153,134	
45 Less: Total Tax Credits/Payments (From Schedule 7 Item 12) (To Part II Item 17)				117,393	
46 Net Tax Payable (Overpayment) (Item 44 Less Item 45) (To Part I Item 18)				35,736	
Add Penalties					
47 Surcharge				0	
48 Interest				0	
49 Compromise				0	
50 Total Penalties (Sum of Items 47 to 49) (To part II Item 19)				0	
51 Total Amount Payable (Overpayment) (Sum Item 46 & 50) (To Part II Item 20)				35,736	
<b>Part V - Tax Relief Availment (Do NOT enter Centavos)</b>					
52 Special Allowable Itemized Deductions (30% of Item 36)				0	
53 Add: Special Tax Credits (From Schedule 7 Item 8)				0	
(Sum of Items 52 & 53)				0	
<b>Part VI - Information - External Auditor/Accredited Tax Agent</b>					
credited Tax Agent					
External Auditor is a Partnership)					
55 TIN 107 - 095 - 487 - 000					
56 Issue Date (MM/DD/YYYY) 05/30/2019					
57 Expiry Date (MM/DD/YYYY) 09/29/2022					



**CERTIFIED TRUE COPY**  
**VERIFIED FROM DATA BASE**  
 DOC. LOG. NO. 029E2000790025  
 BATCH NO. 2008973857

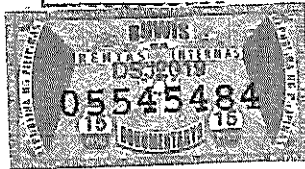
*[Signature]*  
**PONCE BENIGNO M. VIDUYA**  
 Revenue Officer




<b>Annual Income Tax Return</b> Page 4 - Schedules 3 & 4		BIR Form No. <b>1702-RT</b> June 2013	
Taxpayer Identification Number (TIN) 008 - 647 - 757 000		Registered Name DARK HORSE SECURITY AGENCY INC.	

Schedules 3 - Other Taxable Income Not Subjected to Final Tax (Attach additional sheet/s, if necessary)	
1	0
2	0
3	0
4 Total Other Taxable Income Not Subjected to Final Tax (Sum of Items 1 to 3) (To Part IV Item 33)	0


Schedule 4 - Ordinary Allowable Itemized Deductions (Attach additional sheet/s, if necessary)	
1 Advertising and Promotions	0
Amortizations (Specify on Items 2, 3 & 4)	
2	0
3	0
4	0
5 Bad Debts	0
6 Charitable Contributions	0
7 Commissions	0
8 Communication, Light and Water	364,828
9 Depletion	0
10 Depreciation	1,038,291
11 Director's Fees	0
12 Fringe Benefits	0
13 Fuel and Oil	584,159
14 Insurance	12,500
15 Interest	75,420
16 Janitorial and Messangerial Services	0
17 Losses	0
18 Management and Consultancy Fee	0
19 Miscellaneous	238,547
20 Office Supplies	391,567
21 Other Services	0
	0
	243,000
Labor & Materials	0
Supplies	269,857
	71,631
	0
	0
	983,812



**CERTIFIED TRUE COPY**  
 VERIFIED FROM DATA BASE  
 DOC. LOC. NO. 089E2006790625  
 BATCH NO. 2002970857

  
**PHILIP BENIGNO M. VIDUYA**  
 Revenue Officer



<b>Annual Income Tax Return</b> Page 6 - Schedules 7, 8 & 9		BIR Form No. <b>1702-RT</b> June 2013	 1702-RT06/13P6
Taxpayer Identification Number (TIN) 008 - 647 - 757 - 000		Registered Name DARK HORSE SECURITY AGENCY INC.	

Schedule 7 - Tax Credits/Payments (attach proof) (Attach additional sheets, if necessary)	
1 Prior Year's Excess Credits Other Than MCIT	0
2 Income Tax Payment under MCIT from Previous Quarter/s	0
3 Income Tax Payment under Regular/Normal Rate from Previous Quarter/s	7,897
4 Excess MCIT Applied this Current Taxable Year (From Schedule 8 Item 4F)	0
5 Creditable Tax Withheld from Previous Quarter/s per BIR Form No. 2307	109,501
6 Creditable Tax Withheld per BIR Form No. 2307 for the 4th Quarter	0
7 Foreign Tax Credits, if applicable	0
8 Tax Paid in Return Previously Filed, if this is an Amended Return	0
9 Special Tax Credits (To Part V Item 53)	0
Other Credits/Payments (Specify)	
10	0
11	0
12 Total Tax Credits/Payments (Sum of Items 1 to 11) (To Part IV Item 4E)	117,398

Schedule 8 - Computation of Minimum Corporate Income Tax (MCIT)			
Year	A) Normal Income Tax as Adjusted	B) MCIT	C) Excess MCIT over Normal Income Tax
1	0	0	0
2	0	0	0
3	0	0	0

Continuation of Schedule 8 (Line numbers continue from table above)				
	D) Excess MCIT Applied/Used for Previous Years	E) Expired Portion of Excess MCIT	F) Excess MCIT Applied (this Current Taxable Year)	G) Balance of Excess MCIT Allowable as Tax Credit for Succeeding Year/s
1	0	0	0	0
2	0	0	0	0
3	0	0	0	0
4 Total Excess MCIT (Sum of Columns for Items 1F to 3F) (To Schedule 7 Item 4)			0	

Schedule 9 - Reconciliation of Net Income per Books Against Taxable Income (Attach additional sheets, if necessary)	
1 Net Income/(Loss) per books	510,446
Add: Non-deductible Expenses/Taxable Other Income	0
2	0
3 and Income Subjected to Final Tax	510,446
	0
	0
	0
(Item 4 Less Item 1)	510,446




**CERTIFIED TRUE COPY**  
VERIFIED FROM DATA BASE

DCC. LOC. NO. 209E0006790425  
DATE NO. 200973857

  
REGINO M. VIDUYA  
Revenue Officer



<b>Annual Income Tax Return</b> Page 8 - Schedules 12 & 13		BIR Form No. <b>1702-RT</b> June 2013	
Taxpayer Identification Number (TIN) 008 - 647 - 757		Registered Name DARK HORSE SECURITY AGENCY INC.	

Schedule 12 - Supplemental Information (Attach additional sheets, if necessary)

I) Gross Income/Receipts Subjected to Final Withholding	A) Exempt	B) Actual Amount/Fair Market Value/Net Capital Gains	C) Final Tax Withheld/Paid
1 Interests	0	0	0
2 Royalties	0	0	0
3 Dividends	0	0	0
4 Prizes and Winnings	0	0	0

II) Sale/Exchange of Real Properties	A) Sale/Exchange #1	B) Sale/Exchange #2
5 Description of Property (e.g. land, improvement, etc.)		
6 OCT/TCT/GCT/Tax Declaration No.		
7 Certificate Authorizing Registration (CAR) No		
8 Actual Amount/Fair Market Value/Net Capital Gains		
9 Final Tax Withheld/Paid		

III) Sale/Exchange of Shares of Stock	A) Sale/Exchange #1	B) Sale/Exchange #2
10 Kind/(PS/CS)/Stock Certificate Series No.		
11 Certificate Authorizing Registration (CAR) No.		
12 Number of Shares		
13 Date of Issue (MM/DD/YYYY)		
14 Actual Amount/Fair Market Value/Net Capital Gains		
15 Final Tax Withheld/Paid		

IV) Other Income (Specify)	A) Other Income #1	B) Other Income #2
16 Other Income Subject to Final Tax Under Sections 57(A)/127/others of the Tax Code, as amended (Specify)		
17 Actual Amount/Fair Market Value/Net Capital Gains		
18 Final Tax Withheld/Paid		

19 Total Final Tax Withheld Paid (Sum of Items 1C to 4C, 9A, 9B, 15A, 15B, 18A & 18B) 0

Schedule 13 - Gross Income/Receipts Exempt from Income Tax

1 Return of Premium (Actual Amount/Fair Market Value) 0

I) Personal/Real Properties Received thru Gifts, Bequests, and Devices	A) Personal/Real Properties #1	B) Personal/Real Properties #2
Improvement, etc.)		
(CAR) No.		



	A) Other Exempt Income #1	B) Other Exempt Income #2
Other Exempt Income (Specify)		
Net Capital Gains		

Income Tax (Sum of Items 1, 5A, 5B, 7A & 7B) 0

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BATCH NO. 2003973857

  
PAUL R. DEMETERIO M. VIDUYA  
Revenue Officer



# A.T. DIZON ACCOUNTING & MANAGEMENT SERVICE

ACCOUNTING

AUDIT

TAX

CONSULTING

BOA, BIR & CDA ACCREDITED

## Report of Independent Auditor

The Board of Directors  
**DARK HORSE SECURITY AGENCY INC.**  
Room 317, Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City

## Report on the Audit of the Financial Statements

### Opinion

I have audited the financial statements of **DARK HORSE SECURITY AGENCY INC.** which comprise the statements of financial position as at December 31, 2019 and 2018, and the statements of income, statements of changes in equity and statements of cash flows for the years then ended, and notes to the financial statements, including a summary of accounting policies.

In my opinion, the accompanying financial statements present fairly, in all material respects, the financial position of **DARK HORSE SECURITY AGENCY INC.** as at December 31, 2019 and 2018, and its financial performance and its cash flows for the years then ended in accordance with Philippine Financial Reporting Standards for Small Entities (PFRSs for SE).

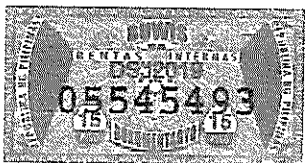
### Basis

I have conducted my audit in accordance with Philippine Standards on Auditing (PSAs). My responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. I am independent of the Company in accordance with the Code of Ethics for Professional Accountants in the Philippines together with ethical requirements that are relevant to my audit of the financial statements in the Philippines, and I have fulfilled my ethical responsibilities in accordance with these requirements and the Code of Ethics. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

### Responsibilities of Management and Those Charged with Governance for the Financial



Management is responsible for the preparation and fair presentation of the financial statements in accordance with Philippine Financial Reporting Standards (PFRSs), and for such internal control as management determines is necessary to ensure the preparation of financial statements that are free from material mistakes, whether intentional or unintentional.



In the absence of sufficient audit evidence, management is responsible for assessing the Company's going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless otherwise indicated.

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PHILIP DELACROSA M. VIDUYA  
2020 JAN 23 10 23 AM



management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with PSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with PSAs I exercise professional judgment and maintain professional skepticism throughout the audit. I also:

- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
  - Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
  - Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
  - Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in my auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to issue a qualified opinion. My conclusions are based on the audit evidence obtained up to the date of my auditor's report. However, future events or conditions may cause the Company to cease or to continue as a going concern.
- overall presentation, structure and content of the financial statements, disclosures, and whether the financial statements represent the transactions and events in a manner that achieves fair presentation.

With those charged with governance regarding, among other matters, the nature, timing and extent of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.



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PHILIP DELOSNO M. VIDUYA  
Revenue Officer

**Report on Other Legal and Regulatory Requirements**

My audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The supplementary information required by the Bureau of Internal Revenue on taxes and licenses disclosed in the notes to the financial statements is presented for purposes of additional analysis and is not required part of financial statements prepared in accordance with Philippine Financial Reporting Standards for Small and Medium-sized Entities. Such supplementary information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

  
**ALEXANDER T. DIZON**

CPA Registration No. 0044167

TIN 107-095-487

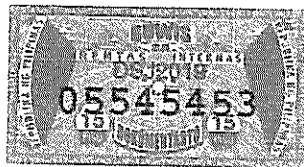
PTR No. MKT 8135320, January 15, 2020

BOA No. 2850, September 26, 2018, to July 23, 2021

BIR No. 08-003852-001-2019, September 30, 2019, to September 29, 2022

2<sup>nd</sup> Floor, Raha Sulayman Building  
Benavidez Street Legaspi Village  
Makati City

March 9, 2020




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**PHILIP BENEDETTO M. VIDUYA**  
Revenue Officer



# A.T. DIZON ACCOUNTING & MANAGEMENT SERVICES

ACCOUNTING

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## Report of Independent Certified Public Accountant to Accompany Income Tax Return

The Board of Directors  
**DARK HORSE SECURITY AGENCY INC.**  
Room 317, Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City

I have audited the financial statements of DARK HORSE SECURITY AGENCY INC. for the year ended December 31, 2019, on which I have rendered the attached report dated March 9, 2020.

In compliance with Revenue Regulation V-20, I am stating that I am not related by consanguinity or affinity to the president, manager or principal stockholders of the company.

  
**ALEXANDER T. DIZON**

CPA Registration No. 0044167

TIN 107-095-487

PTR No. MKT 8135320, January 15, 2020

BOA No. 2850, September 26, 2018, to July 23, 2021

BIR No. 08-003852-001-2019, September 30, 2019, to September 29, 2022

2nd Floor, Raha Sulayman Building  
Benavidez Street, Legaspi Village  
Makati City



March 9, 2020

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**RICARDO M. VIDUYA**  
Revenue Officer

2nd Flr. Annex Raha Sulayman Building, 108 Benavidez Street, Legaspi Village, Makati City  
Tel. No.: 801-1160 • Telefax No.: 811-3235 • Email: atd\_ams@yahoo.com



# A.T. DIZON ACCOUNTING & MANAGEMENT SERVICE


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## Supplemental Statement of Independent Auditor

The Board of Directors  
**DARK HORSE SECURITY AGENCY INC.**  
Room 317, Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City

I have audited the financial statements of DARK HORSE SECURITY AGENCY INC. for the year ended December 31, 2019, on which I have rendered the attached report dated March 9, 2020.

In compliance with SRC Rule 68, I am stating that the said company has a total number of five (5) stockholders owning one hundred (100) or more shares each as of December 31, 2019, as disclosed in the notes to the financial statements.

  
**ALEXANDER T. DIZON**  
CPA Registration No. 0044167  
TIN 107-095-487  
PTR No. MKT 8135320, January 15, 2020  
BOA No. 2850, September 26, 2018, to July 23, 2021  
BIR No. 08-003852-001-2019, September 30, 2019, to September 29, 2022

2<sup>nd</sup> Floor, Raha Sulayman Building  
Benavidez Street, Legaspi Village  
Makati City

March 9, 2020



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**PHILIP AGUIRRE M. VIDUYA**  
Revenue Officer



# DARK HORSE Security Agency, Inc.

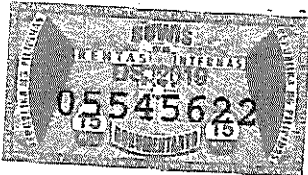
## STATEMENT OF MANAGEMENT'S RESPONSIBILITY FOR ANNUAL INCOME TAX RETURN

The Management of DARK HORSE SECURITY AGENCY INC. is responsible for all information and representations contained in the Annual Income Tax Return for the year ended December 31, 2019. Management is likewise responsible for all information and representations contained in the financial statements accompanying the Annual Income Tax Return covering the same reporting period. Furthermore, the Management is responsible for all information and representations contained in all the other tax returns filed for the reporting period, including, but not limited, to the value-added tax and/or percentage tax returns, withholding tax returns, documentary stamp tax returns, and any and all other tax returns.

In this regard, the Management affirms that the attached audited financial statements for the year ended December 31, 2019 and the accompanying Annual Income Tax Return are in accordance with the books and records of DARK HORSE SECURITY AGENCY INC. complete and correct in all material respects. Management likewise affirms that:

- (a) the Annual Income Tax Return has been prepared in accordance with the provisions of the National Internal Revenue Code, as amended, and pertinent tax regulations and other issuances of the Department of Finance and the Bureau of Internal Revenue;
- (b) any disparity of figures in the submitted reports arising from the preparation of financial statements pursuant to financial accounting standards and the preparation of the income tax return pursuant to tax accounting rules has been reported as reconciling items and maintained in the company's books and records in accordance with the requirements of Revenue Regulations No.8-2007 and other pertinent issuances;

DARK HORSE SECURITY AGENCY INC. has filed all applicable tax returns, reports and statements required to be filed under Philippine tax laws for the reporting period, and all taxes and other impositions shown thereon to be due and payable have been paid for the reporting period, except those contested in good faith.



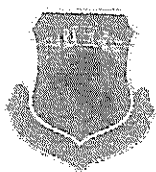
*Gilbert Bermudez*  
**GILBERT BERMUDEZ**  
President

*Gilbert Bermudez*  
**GILBERT JOSEPH F. BERMUDEZ**  
Treasurer

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*Philip Delacruz M. Viduya*  
**PHILIP DELACRUZ M. VIDUYA**  
Revenue Officer



# DARK HORSE Security Agency, Inc.

## STATEMENT OF MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL STATEMENTS

The management of DARK HORSE SECURITY AGENCY INC. is responsible for the preparation and fair presentation of the financial statements including the schedules attached therein, for the year ended December 31, 2019, in accordance with the prescribed financial reporting framework indicated therein, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

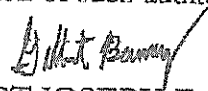
In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable matters related to going concern and using the concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The Board of Directors is responsible for overseeing the Company's financial reporting process.

The Board of Directors reviews and approves the financial statements including the schedules attached therein, and submits the same to the stockholders and members.

ALEXANDER T. DIZON, the independent auditor appointed by the stockholders, has audited the financial statement of the company in accordance with Philippine Standards on Auditing, and in its report to the stockholders or members, has expressed its opinion on the fairness of presentation upon completion of such audit.

  
GIL C. BERMUDEZ  
President

  
GILBERT JOSEPH F. BERMUDEZ  
Treasurer



**READ AND SWORN** to before me a Notary Public for in the City of \_\_\_\_\_, Metro Manila, this \_\_\_\_\_ affiant being personally and signed this instrument in my presence and avowed under penalty of perjury the truth of the contents thereof.

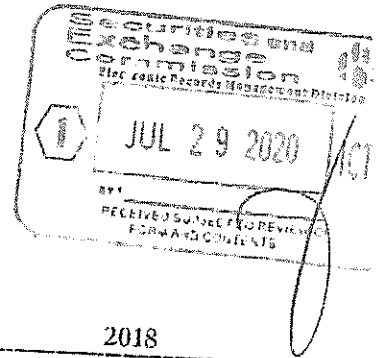
NOTARY PUBLIC

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PHILIP BELMONT M. VELOZ  
Reverend Officer

**DARK HORSE SECURITY AGENCY INC.**  
**STATEMENT OF FINANCIAL POSITION**  
 December 31, 2019 and 2018  
*(Amount in Philippine Pesos)*

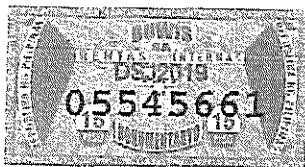


	Notes	2019	2018
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash and cash Equivalents	4 P	3,610,754	P 3,190,387
Trade and other receivables	5	1,908,140	1,972,863
Other Current Assets	6	246,056	262,878
<b>Total Current Assets</b>		<b>5,764,950</b>	<b>5,426,328</b>
<b>Non-current Assets</b>			
Property and Equipment-net	7	4,979,902	5,522,376
Other non-current assets	8, 16	66,750	66,750
<b>Total Non-Current Assets</b>		<b>5,046,652</b>	<b>5,589,126</b>
<b>Total assets</b>		<b>P 10,811,602</b>	<b>P 11,015,453</b>

**LIABILITIES AND STOCKHOLDERS' EQUITY**

<b>Current Liabilities</b>			
Trade and other Payables	9 P	394,619	P 402,423
Loans Payable	10	303,360	303,360
		697,979	705,783
<b>Non-current Liabilities</b>			
Loans Payable	10	657,280	960,640
Advances from stockholders	17	500,000	3,000,000
<b>Total Liabilities</b>		<b>1,855,259</b>	<b>4,666,423</b>
<b>Stockholders' Equity</b>			
Capital Stock - P100 par value	11		
Authorized - 200,000 shares			
Issued - 72,500 shares		7,250,000	5,000,000
Retained Earnings		1,706,343	1,349,031
<b>Total Stockholders' Equity</b>		<b>8,956,343</b>	<b>6,349,031</b>
<b>Liabilities and stockholders' equity</b>		<b>P 10,811,602</b>	<b>P 11,015,454</b>

*See accompanying Notes to Financial Statements*



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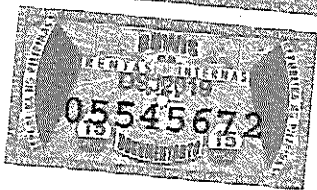
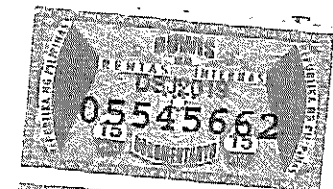
*[Signature]*  
 PNL OFFICER RICHARD M. VIDUA  
 Revenue Officer

**DARK HORSE SECURITY AGENCY INC.**  
**STATEMENT OF INCOME**  
 For the Years Ended December 31, 2019 and 2018

(Amount in Philippine Pesos)

	Notes	2019	2018
Revenue	12	P 7,201,549	P 4,856,496
Cost of Sales	13	2,340,744	1,487,804
Gross Profit		4,860,805	3,368,692
Gross Income		4,860,805	3,368,692
Operating Expenses	14		
Administrative Expenses		4,111,812	2,943,977
Other Expenses		238,547	29,563
Operating Expenses		4,350,359	2,973,540
Income from Operations		510,446	395,152
Expense	18	153,134	118,546
		357,312	276,606

Refer to the accompanying Notes to Financial Statements



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*[Signature]*  
 PHILIP BENEFILIO M. VIDUYA  
 Revenue Officer



**DARK HORSE SECURITY AGENCY INC.**  
**STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
 For the Years Ended December 31, 2019 and 2018

**CAPITAL STOCK**

Authorized to issue 200,000 shares at P100 par value

50,000 shares issued

Subscriptions and Issuances

Balance at end of year

**RETAINED EARNINGS**

Balance at beginning of year

Net Income (Loss)

Balance at end of year

Notes	2019	2018
11		
P	5,000,000	P 3,000,000
	2,250,000	2,000,000
	7,250,000	5,000,000
	1,349,031	1,072,424
	357,312	276,606
	1,706,343	1,349,031
P	8,956,343	P 6,349,031



ing Notes to Financial Statements



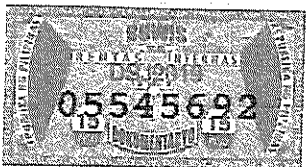
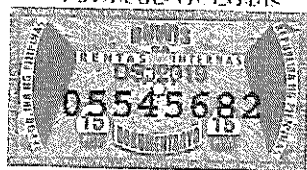
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*[Signature]*  
 PHILIP ANASTACIO M. VIDUYA  
 Revenue Officer

**RK HORSE SECURITY AGENCY INC.**  
**STATEMENTS OF CASH FLOWS**  
 the Years Ended December 31, 2019 and 2018

	2019	2018
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Income before tax	P 510,446	P 395,152
Adjustments for:		
Depreciation and amortization	1,228,032	1,036,582
Operating income before working capital changes	1,738,478	1,431,734
Change/(increase) in:		
Receivables	64,722	(347,837)
Other Current Assets	16,822	(171,848)
Change/(decrease) in:		
Trade and other Payables	(7,804)	28,064
Loans Payable	-	164,622
Cash generated from from operations activities	1,812,219	1,104,735
Income Tax Expense	153,134	118,546
Cash generated from from operations activities	1,659,085	986,190
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Payments to property and equipment	(685,558)	(2,410,115)
Cash used in investing activities	(685,558)	(2,464,865)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Receipts from:		
Advances from stockholders	(2,500,000)	-
Payments of Loans	(303,360)	960,640
Contributions to capital stock	2,250,000	-
Other financing activities	(353,360)	960,640
Net Change in Cash	420,167	(518,035)
<b>CASH AND CASH EQUIVALENTS AT THE BEGINNING OF YEAR</b>	3,190,587	3,708,623
<b>CASH AND CASH EQUIVALENTS AT THE END OF YEAR</b>	P 3,610,754	P 3,190,587



See accompanying Notes to Financial Statements  
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 BATCH NO. 1003973857

*[Signature]*  
**PHILIP DEL ROSARIO M. VIDUYA**  
 Revenue Officer

**DARK HORSE SECURITY AGENCY INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2019 AND 2018**  
*(Amounts in Philippine Pesos)*

**Corporate Information**

Dark Horse Security Agency Inc. (The Company) is engaged in the operation of security agency. The Company was registered with the Securities and Exchange Commission on October 25, 2013 under SEC Registration No. CS201420797.

The registered office of the Company which is also its principal place of business is located at Room 301, Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City. The Company adopted a calendar year accounting period. The Company was registered as VAT Taxpayer with the Bureau of Internal Revenue (BIR) on February 28, 2015 and was assigned Taxpayer Identification No. 007-828-232-000, at Revenue District Office 040.

The financial statements of the Company for the year ended December 31, 2019 were approved by the Board of Directors and authorized for issue on March 9, 2020. The board of directors is still empowered to make revisions on the financial Statements even after the date of issue.

**2. Summary of Significant Accounting Policies**

**(a) Basis of Preparation and Statement of Compliance**

The financial statements of the Company have been prepared in compliance with Philippine Financial Reporting Standard for Small Entities (PFRS for Small Entities) issued by the Financial Reporting Standards Council and adopted by the Securities & Exchange Commission (SEC).

The PFRS for Small Entities was approved for adoption by Philippine Financial Reporting Standards Council on December 13, 2017 and by the Securities & Exchange Commission (SEC) on March 22, 2018 under SEC Memorandum Circular No. 5 (Series of 2018). The PFRS for Small Entities is effective for annual periods beginning on or after January 1, 2019. Earlier adoption is permitted.

The PFRS for Small Entities reduced options for accounting treatment, eliminated topics that are not generally relevant to small entities, simplified methods for recognition and measurement, and reduced disclosure requirement.

Small entities are those that meet all of the following criteria:

- a) Total assets of between P3.0 million to P100.0 million or total liabilities of P3.0 million to P100.0 million. If the entity is a parent company, the said amounts shall be based on the consolidated figures;
- b) Are not required to file financial statements under Part II of SRC Rule 68;
- c) Are not in the process of filing their financial statements for the purpose of issuing any class of instruments in public market;
- d) Are not holder of secondary licenses issued by regulatory agencies.

The company meets all of the above criteria and adopts the Philippine Financial Reporting Standard for Small Entities (PFRS for Small Entities) starting annual period ending January 31, 2019.

There is no transition adjustments on the company's shift from PFRS for SME to PFRS for Small Entities.

### Measurement Bases

The financial statements are presented in Philippine Peso, the Company's functional currency. All values are in absolute amounts, except when otherwise stated.

The financial statements have been prepared on a historical cost basis. Historical cost is generally based on the fair value of the consideration given in exchange for an asset. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the transaction date.

### (c) Basic Financial Instruments

The Company recognizes a financial asset and a financial liability only when the Company becomes party to the contractual provisions of a financial instrument.

When a financial asset or financial liability is recognized initially, the Company measures it at the transaction price and subsequently measures at its amortized cost using the effective interest method, except for financial assets measured at fair value which are subsequently measured at fair value.

1. *Cash in Banks.* Cash in banks is stated at face amount, earns interest at the prevailing bank deposit rate and is immediately available for use in the current operations.
2. *Trade and Other Receivables.* Trade and other receivables are recognized initially at transaction price. These are subsequently measured at the undiscounted amount of the cash or other consideration expected to be received, less any provision for impairment. Provision for impairment on trade and other receivables is recognized in statement of income, when there is objective evidence that the amount of trade and other receivables may not be recoverable.
3. *Refundable Deposits.* Refundable deposits pertain to payments to lessor on lease agreements entered by the Company. These are initially measured at fair value and subsequently measured at the undiscounted amount of cash or other consideration expected to be received at the end of the term.
4. *Trade and Other Payables.* Trade and other payables are obligations of the Company that are incurred during its normal operating cycle and are noninterest-bearing. These are recognized initially at the transaction price and subsequently measured at the undiscounted amount of cash or consideration expected to be paid.
5. *Loans Payable* are recognized initially at the transaction price, that is, the present value of cash payable to the bank, including transaction cost. Borrowings are subsequently stated as amortized cost. Interest expense is recognized on the basis of the effective interest method and is included in finance cost. Borrowings are classified as current liabilities unless the company has an unconditional right to defer settlement of the liability for at least 12 months after the reporting date.

### (d) Other Current Assets

Includes prepaid income tax, current portion of deferred input value added tax and current input VAT for remittance to the tax agency.

1. *Prepaid Income Tax* consist of creditable withholding tax (CWT) and overpayments of income tax. CWT pertains to tax withheld and remitted to the Bureau of Internal Revenue (BIR) by the customers or clients of the company and is deducted from income tax payable on the same year the revenue was recognized. Prepaid income taxes are carried forward to be utilized in succeeding years.
2. *Deferred Input VAT* pertains to the input VAT on purchases of capital goods with an aggregate acquisition cost in each of the calendar month exceeding 1,000,000 that are claimed as credit against output VAT over 60 months or the estimated useful lives of capital goods, whichever is shorter.

## Property and Equipment

Property and equipment are stated at cost less accumulated depreciation, amortization, and any impairment in value.

The initial cost of property and equipment comprises its purchase price (after deducting trade discounts and rebates), including import duties and purchase taxes, and any directly attributable costs of bringing the asset to its working condition and location for its intended use.

Expenditures incurred after the property and equipment have been put into operation, such as repairs, maintenance, and overhaul costs, are normally recognized in profit or loss in the year the costs are incurred. In situations where it can be clearly demonstrated that the expenditures have resulted in an increase in the future economic benefits expected to be obtained from the use of an item of property and equipment beyond its originally assessed standard of performance, the expenditures are capitalized as additional costs of property and equipment. The cost of replacing a component of an item of property and equipment is recognized if it is probable that the future economic benefits embodied within the component will flow to the Company, and its cost can be measured reliably. The carrying amount of the replaced component is derecognized.

When significant parts of an item of property and equipment have different useful lives, these are accounted for as separate items (major components) of property and equipment.

Depreciation and amortization are calculated on a straight-line basis over the following estimated useful lives of the property and equipment:

	Number of Years
Building	20
Transportation equipment	5
Computer equipment	3
Leasehold improvements	5 or lease term, whichever is shorter
Store equipment	3
Furniture and fixtures	3

The estimated useful lives and depreciation and amortization method are reviewed at each reporting date to ensure that these are consistent with the expected pattern of economic benefits from items of property and equipment.

When assets are retired or otherwise disposed of, the cost and the related accumulated depreciation, amortization and any impairment in value are removed from the accounts. Any resulting gain or loss is recognized in profit or loss.

### **(f) Impairment of Non-Financial Assets**

The carrying amounts of the Company's nonfinancial assets are reviewed at each reporting date to determine if there is any indication of impairment. If any such indication exists, the asset's recoverable amount is estimated.

The recoverable amount of an asset is the greater of its value in use and fair value less costs to sell. Value in use is the present value of future cash flows expected to be derived from an asset while fair value less cost to sell is the amount obtainable from the sale of an asset in an arm's length transaction between knowledgeable and willing parties less costs of disposal. In assessing value in use, the estimated future cash flows are discounted to their present values using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks

to the asset. Any impairment loss is recognized in profit or loss if the carrying amount exceeds the recoverable amount.

Impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined (net of depreciation and amortization) had no impairment loss been recognized.

**(g) Equity**

*Capital Stock.* Capital stock is measured at par value for all shares issued and subscribed.

*Retained Earnings.* Retained earnings represent the cumulative balance of net income or loss, net of any dividend declaration. Unappropriated retained earnings pertain to the unrestricted portion available for dividend declaration, net of stock issuance costs. Appropriated retained earnings pertain to the restricted portion which is intended for expansion projects.

*Dividend Distribution.* Dividend distribution to the stockholders is recognized as a liability and deducted from equity in the year in which the dividends are approved for declaration by the BOD.

**(h) Revenue Recognition**

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Company and the amount of revenue can be measured reliably. Revenue is measured at the fair value of the consideration received or receivable, taking into account contractually defined terms of payment and excluding taxes or duties.

The Company is acting as a principal in all of its revenue arrangements.

The Company recognizes its revenues as follows:

*Sales.* Sales revenue is recognized upon the full rendition and acceptance of the services by the customer.

*Interest Income.* Interest income is recognized in profit or loss based on the prevailing bank deposit rates as it accrues, net of final tax.

**(i) Cost and Expense Recognition**

Costs and expenses are recognized in profit or loss when a decrease in future economic benefit related to a decrease in an asset or an increase of a liability has arisen that can be measured reliably.

1. *Cost of Services Sold* is recognized as expense when the related services are rendered to and accepted by customers.
2. *Operating Expenses.* Operating expenses constitute costs of administering the business and costs incurred to sell and market the goods. These are recognized in profit or loss as incurred.

**(j) Operating Lease**

Leases which do not transfer to the Company substantially all the risks and rewards of ownership of the asset are classified as operating lease. Operating lease payments are recognized as an expense in profit or loss on a straight-line basis, unless payments are structured to increase in line with expected general inflation or another systematic basis which is a better representative of the time pattern of the user's benefit.

## Taxes

1. *Current Income Tax.* Current tax assets and liabilities are measured at the amount expected to be recovered from or paid to the tax authority. The tax rates and tax laws used to compute the amount are those that have been enacted or substantively enacted at the reporting date.
2. *Deferred Income Tax.* Deferred tax is provided on all temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred tax liabilities are recognized for all taxable temporary differences. Deferred tax assets are recognized for all deductible temporary differences to the extent that it is probable that sufficient future taxable profits will be available against which the deductible temporary differences can be utilized. Deferred tax, however, is not recognized when it arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilized. Unrecognized deferred tax assets are reassessed at each reporting date and are recognized to the extent that it has become probable that future taxable profit will allow the deferred tax assets to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the period when the asset is realized or the liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted at the reporting date.

Deferred tax assets and liabilities are offset, if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

3. *Input Value-Added Tax (VAT).* Revenue, expenses, and assets are generally recognized net of the amount of VAT. The net amount of VAT payable to the taxation authority is included as part of "Trade and other payables" account in the statement of financial position.
4. *Deferred Input VAT.* Deferred input VAT pertains to the input VAT on purchases of capital goods with an aggregate acquisition cost in each of the calendar month exceeding 1,000,000 that are claimed as credit against output VAT over 60 months or the estimated useful lives of capital goods, whichever is shorter.
5. *Deferred Output VAT.* Output VAT pertains to the output VAT on uncollected sales receivables. As a Service Company, the company recognizes and remitted VAT at the time of the collection of the trade receivables and not at the time of billing the services rendered. Output tax on trade receivables are deferred until the same are collected. Upon collection of trade receivables, the company issues the related Official Receipts and the related deferred output tax is subsequently reversed.

### (1) Related Party Transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control. Related parties maybe or corporate entities. Transactions between related parties are accounted for at arm's-length prices or on terms similar to those offered to non-related parties in an economically comparable market.

## Provisions

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects current market assessment of the time value of money and, where appropriate, the risks specific to the liability. Where discounting is used, the increase in the provision due to the passage of time is recognized as an interest expense.

### (n) Contingencies

Contingencies are not recognized in the financial statements. These are disclosed unless the possibility of an outflow of resources embodying economic benefits is remote. Contingent assets are not recognized in the financial statements but are disclosed in the notes to financial statements when an inflow of economic benefits is probable.

### (o) Events After the Financial Reporting Year

Events after the reporting year that provide additional information about the Company's financial position at reporting date (adjusting events) are reflected in the financial statements. Events after the reporting year that are not adjusting events are disclosed in the notes to the financial statements when material.

## 3. Significant Judgment, Accounting Estimates, and Assumptions

The judgment, estimates, and assumptions used in the financial statements are based upon management's evaluation of relevant facts and circumstances as at the reporting date of the financial statements. While the Company believes that the assumptions are reasonable and appropriate, significant differences in the actual experience or significant changes in the assumptions may materially affect the estimated amounts. Actual results could differ from such estimates. The judgment, estimates, and underlying assumptions are reviewed on an on-going basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised and in any future periods affected.

### (a) Judgment

1. *Determining the Classification of Lease Commitment.* The Company, as a lessee, has operating lease agreements for its office space and branch sites. The Company has determined that the risks and rewards of ownership related to the leased properties are retained by the lessor. Accordingly, the leases are accounted for as operating leases.

### (b) Estimates and Assumptions

1. *Assessing Impairment of Trade and Other Receivables.* The Company reviews its trade and other receivables at each reporting date to assess whether objective evidence of impairment exists and to measure the amount of impairment loss that is required to be recognized in profit or loss. Management uses historical loss experience for assets with similar credit risk characteristics when estimating future cash flows and probable losses both on an individual credit basis and for the portfolio as a whole. The methodology and assumptions used for estimating both the amount and timing of future cash flows are reviewed regularly to reduce any differences between loss estimates and actual loss experience.



*Impairment of Inventories.* The Company determines if the estimated selling price less costs to complete and sell the inventories becomes lower than its cost due to damage, physical deterioration, obsolescence, changes in price levels, or other causes.

3. *Estimating Useful Lives of Property and Equipment.* The Company estimates the useful lives of property and equipment based on the period over which the assets are expected to be available for use and are updated if expectations differ from previous estimates due to physical wear and tear, technical and commercial obsolescence. The estimated useful lives and depreciation methods are reviewed periodically to ensure that these are consistent with the expected pattern of economic benefits from individual items of property and equipment.

There were no changes in the estimated useful lives of the Company's property and equipment during the subject year and the immediate preceding year.

4. *Assessing Impairment of Nonfinancial Assets.* Assessing nonfinancial assets for impairment includes considering certain indicators of impairment such as significant changes in asset usage, significant decline in market value, obsolescence, or physical damage of an asset. If such indicators are present and where the carrying amount of the asset exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

No impairment loss on nonfinancial assets was recognized by the Company during the current year and the immediate earlier year.

5. *Retirement Benefit Expense.* The Company accrues minimum retirement benefit liability in accordance with Republic Act (R.A.) No. 7641, "Retirement Pay Law," which requires a company to pay minimum retirement benefits to employees who retire after reaching the mandatory retirement age of 65 years old or the optional retirement age of 60 years old with at least five (5) years of service to the Company.

Due to undue cost or effort to use the projected unit credit method to measure its obligation and cost under the defined benefit plans, the Company ignores the following:

- estimated future salary increases (i.e., assume current salaries continue until current employees are expected to begin receiving post-employment benefits);
- future service of current employees (i.e., assume closure of the plan for existing as well as any new employees); and
- possible in-service mortality of current employees between the reporting date and the date employees are expected to begin receiving post-employment benefits (i.e., assume all current employees will receive the post-employment benefits).

Retirement benefit costs, which consist of current service cost and past service cost on the defined benefit obligation, are recognized in the statements of comprehensive income in the period in which they arise.

6. *Assessing Realizability of Deferred Tax Assets.* The Company reviews the carrying amounts of deferred tax assets at each reporting date and reduces the balance to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the deferred tax assets to be utilized.

#### 4. Cash & Cash Equivalents

The Cash and Cash equivalents as of December 31, 2019 are composed of the following:

	2019	2018
Cash In Bank	3,595,754	3,175,587
Petty Cash fund	15,000	15,000
	3,610,754	3,190,587

in banks generally earn interest at rates based on daily bank deposit rates and is immediately available for use in the Company's current operations.

### Trade and Other Receivables

This account comprises of the following items:

	2019	2018
Trade	1,830,555	1,824,863
Advances to the Security Guards	50,000	112,500
Advances to Officers & Employees	27,585	35,500
	1,908,140	1,972,863

Trade receivables are noninterest-bearing and generally collectible on a 30-day term.

Advances to officers, employees & security guards are noninterest-bearing and collectible through salary deduction of the officers and employees.

The summary of transactions in the Accounts Receivable account for the year appears as follows:

<i>Proof of Accounts Receivable Inclusive of VAT</i>	2019	2018
AR as of December 31, 2018	1,824,863	1,461,481
Sales Billed for the year 2019	8,065,755	5,439,276
Total Available	9,890,618	6,900,756
Less: Collections of AR in 2019	(8,060,042)	(5,075,893)
AR as of December 31, 2019	1,830,555	1,824,863

The company recognizes revenue on accrual basis. However, the related VAT output tax on sales is recognized on a cash basis or upon collection of sales and issuance of Official Receipts in compliance with the BIR regulations on companies rendering services.

### 6. Other Current Assets

The composition of this account are as follows:

	2019	2018
Deferred Input Tax	128,657	169,286
Creditable BWT - BIR Form 2307	109,501	88,435
Tax Payment for the first 3 quarters	7,827	5,157
	246,056	262,878

The Deferred Input Tax pertains to the acquisition of Vehicle equipment in the year 2018 with an estimated useful life of 5 years. In compliance with SEC. 4.110-3 of Revenue Regulation No. 16-2005, the input tax on the acquisition of capital goods with an aggregate cost exceeding P1,000,000 must be amortized or spread evenly over the estimated useful life of the capital good. Thus, the input tax on the acquisition of the said vehicle has been amortized or spread over as follows:

	2019	2018
Cost of Vehicle Equipment - Acquired in 2018	1,692,857	1,692,857
Input Tax on Vehicle (P1,692,857 x 12%)	203,143	203,143
LESS: Input Tax Charged in 2018 - 10 Months	(33,857)	(33,857)
Input Tax Charged in 2019 - 12 Months	(40,629)	
Balance of Input Tax deferred as of 12/31/18	128,657	169,286

Based on management's evaluation, no impairment losses on other current assets need to be recognized. The creditable expanded withholding tax shall be deducted against income tax due for payment on or before August 15, 2019.

## 7. Property and Equipment

The reconciliation of the carrying amounts at the end of the year and the gross carrying amounts and the accumulated depreciation and amortization of property and equipment is shown below:

	Firearms	Vehicle - Car	Vehicle - Motorcycle	Communication Equipment	Office Equipments	Leasehold Improvements	Furniture & Fixtures	Total
Balance at 1/1/2019 - Net of accumulated Depreciation	1,709,151	1,822,592	219,792	632,215	559,718	505,309	73,599	5,522,376
Additions								
Depreciation	157,558	721,081	49,778	32,183	21,603	526,692	159,556	685,55
Balance at 12/31/2019 - Net of accumulated depreciation	1,551,593	1,101,511	170,013	600,032	538,115	874,212	144,425	4,979,90
December 31, 2019								
Cost	2,337,186	3,123,320	233,125	724,909	623,160	1,237,604	390,369	8,971,67
Accumulated depreciation	(785,594)	(2,323,809)	(63,112)	(124,877)	(85,045)	(363,392)	(245,944)	(3,991,77)
Net carrying amount	1,551,593	1,101,511	170,013	600,032	538,115	874,212	144,425	4,979,90
Balance at 1/1/2018 - Net of accumulated Depreciation	1,740,597	1,611,342	-	610,761	460,201	412,587	143,456	1,148,89
Additions	120,000	1,692,857	234,125	50,000	118,264	195,867		2,410,11
Depreciation	151,446	(651,227)	13,333	28,546	18,746	107,147	62,857	1,026,58
Balance at 12/31/2018 - Net of accumulated depreciation	1,709,151	1,822,592	219,792	632,215	559,718	505,309	73,599	5,522,376
December 31, 2018								
Cost	2,337,186	3,425,320	233,125	724,909	623,160	711,602	230,813	8,286,115
Accumulated depreciation	(628,036)	(1,602,728)	(13,333)	(92,674)	(63,443)	(206,293)	(157,214)	(2,763,740)
Net carrying amount	1,709,151	1,822,592	219,792	632,215	559,718	505,309	73,599	5,522,376

## 8. Other Noncurrent Assets

This account consists of:

	2019	2018
Rental Deposits	66,750.00	66,750.00

## 9. Trade and Other Payables

This account consists of:

	2019	2018
Trade	18,578	48,500
Withholding Tax Payable - Expanded	1,013	1,013
VAT Payable	25,764	38,844
Deferred Output Tax	196,131	195,521
Income Tax Payable	153,134	118,546
	394,619	402,423

Trade and other payables are generally settled in varying periods within one (1) year depending on arrangements with suppliers.

Statutory payables include withholding taxes and output vat payable to be paid in the following month.

#### 10. Borrowing & Borrowing Cost

The company's loan as at December 31, 2019 appears as follow:

	2019	2018
Current	303,360	303,360
Non-Current	657,280	960,640
	960,640	1,264,000

The company has mortgaged its vehicle equipment to secure the above loan.

#### 11. Equity

##### Capital Stock

Movement in the capital stock are shown below::

	2019	2018
Authorised Capital Stock		
Peso Amount	20,000,000.00	20,000,000.00
Shares	200,000	200,000
Par Value Per Share	100.00	100.00
Issued and Outstanding		
Balance at beginning of year	5,000,000	3,000,000
Issuance	2,250,000	2,000,000
Balance at end of year	7,250,000	5,000,000

##### Retained Earnings

Movement in the retained earnings are shown below::

	2019	2018
Balance at beginning of year		
Net Income (Loss)	1,349,051	1,072,424
Dividends	357,312	276,606
Balance at end of year	1,706,343	1,349,051

due

This account consists of the following:

	2019	2018
Agency Fee	7,201,549	4,856,496

The revenue of the company was derived from the agency fees paid by its clients for the provision of security services.

### 13. Cost of Services Sold

This account consists of the following:

		2019		2018
Depreciation - Firearms & Radios	P	189,741	P	179,992
Salaires & Wages		746,771		851,855
Ammunitions		228,591		25,463
Training Supplies & Materials		242,519		63,337
Uniforms		362,517		35,963
Repairs and Maintenance		138,519		117,462
Communications		249,537		141,638
Security Supplies		182,549		72,094
		<u>2,340,744</u>		<u>1,487,804</u>

### 14. Operating Expenses

This account consists of the following:

	Notes	2019	2018
<b>ADMINISTRATIVE EXPENSES</b>			
Salaries and Wages		983,812	649,180
Transportation		119,003	175,649
Rentals	16	243,000	193,500
Insurance		12,500	59,188
Communication		270,544	165,158
Interest Expense		75,420	62,850
Taxes and licenses	19	47,749	73,359
Light and water		94,284	
Depreciation		1,038,221	856,590
Representation		71,631	43,449
Gasoline & Fuel		584,156	418,563
Repairs & Maintenance - Supplies		269,857	57,893
Office supplies		301,567	188,599
		<u>4,111,812</u>	<u>2,943,977</u>
<b>OTHER EXPENSES</b>			
Miscellaneous		238,547	29,563

### 15. Retirement Benefits

The Company accrues minimum retirement benefit liability in accordance with Republic Act (R.A.) No. 7641, "Retirement Pay Law," which requires a company to pay minimum retirement benefits to employees who retire after reaching the mandatory retirement age of 65 years old or the optional retirement age of 60 years old with at least five (5) years of service to the Company.

As at December 31, 2019, the computed retirement benefit liability is only P73,241.00. The company did not recognize the said retirement benefit liability on its financial statements since management has assessed that the amount is very insignificant to report the same on its financial statements.

#### 16. Lease Commitments

The Company has operating lease agreements for its office space with original lease term of one year and are renewable upon mutual agreement of the parties.

Rent expense amounted for 2019 amounted to P243,000.00.

Refundable deposits amounted to P66,750.00 as at December 31, 2019 and 2018. This represents the lease deposit refundable without interest upon the expiration of the lease.

#### 17. Related Party Transactions

The table summarizes the Company's transactions with related parties as at and for the years ended December 31, 2019 and 2018:

	2019	2018
Beginning Balance	3,000,000	3,000,000
Add (Deduct): Amount of Transactions	(2,500,000)	-
Ending Balance	500,000	3,000,000

The advances to stockholder are non-interest bearing and payable upon demand depending on the cash requirement of the company. It was issued to stockholders without any collateral.

The key management personnel of the Company did not receive any compensation in 2019 and 2018.

#### 18. Income Tax

The components of the Company's income tax expense are as follows:

	2019
Sales	7,201,549
Cost of Sale	2,340,744
Gross Income	4,860,805
Deductions	4,350,359
Allowance on NOLCO	-
Taxable Income	510,446
Tax Rate	30%
Tax Due	153,134
MCIT	97,216
Tax Due	153,134
Payment for the first 3 quarters	(7,897)
Creditable tax withheld per BIR Form 2307	(107,501)
Total amount payable (overpayment)	35,735

#### 19. Supplementary Information Required by the Bureau of Internal Revenue (BIR)

On November 25, 2010, the BIR issued Revenue Regulation (RR) 15-2010, which requires certain information on taxes, duties and license fees paid or accrued during the taxable year to be disclosed as part of the notes to financial statements. This supplemental information, which is an addition to the disclosure required under PFRS for SMEs, is presented as follows:

##### *Value Added Tax*

The details of Value Added Tax are broken down as follows:

	2019
Prior year Excess Input Tax	-
Output Taxes Declared during the year	
Output Taxes on Sales of Services	863,576
Input Taxes Declared during the year	
Input Taxes on Purchases of goods for sale	(168,508)
Input Taxes on Operating Expenses	(264,610)
Input Taxes on Purchases Acquisition of Equipments	(82,267)
Deferred Input Taxes Charged on Capital Goods exceeding P1M as per RR 10 2005	
Vehicle 2018 (Cost P1,896,000.00 x 12%/60 mos. X 12 mos)	(40,629)
VAT payments and credits	
VAT payments during the year	(307,562)
VAT Balance	0

##### Deferred Output Tax

As a Service Company, the company recognizes and remitted VAT at the time of the collection of trade receivables and not at the time of billing the services rendered. Output tax on trade receivable are deferred until the same are collected. Upon collection of trade receivables, the company issues t related Official Receipts and the related deferred output tax is subsequently reversed. The deferred output tax as of the end of the year is shown under trade and other payable in the balance sheet and

Disclosed under Item No. 9 of this notes to the financial statements and computed is as follows:

Balances - Deferred Output Tax	2019
Deferred Output tax - Beginning	195,521
Deferred Output tax - 2019 Sales	864,186
Deferred Output tax - 2019 Collections	(863,576)
Deferred Output tax - Ending	196,131

### *Taxes and Licenses*

The details of Taxes and Licenses account are broken down as follows:

	2019
Philippine National Police - Firearms License	
BIR Annual Registration	500
Community Tax Certificate	4,850
Business Permit -	40,099
Barangay Clearance	2,300
	47,749

### *Withholding Taxes*

The details of total withholding taxes for the year ended December 31, 2019 are as follows:

	2019
Expanded Tax	12,150.00

### *Deficiency Tax Assessment and Tax Cases*

The Company does not have any deficiency tax assessments with the BIR or tax cases outstanding or pending in courts or bodies outside the BIR in any of the open years.



**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

Business Name **DARK HORSE SECURITY AGENCY INC.**  
 Business Address **Unit 315 Sfr Williams Hotel, Timog Avenue, South Triangle, Quezon City**

Name of Contract	Date of the Contract	Contract Duration	Owner's Name	Address	Kind of Services	Amount of Contract			Date of Delivery	
						Amount of Contract	Value of Completed Contract	Value of Outstanding Contract	Date Started	Date of Completion

**PRIVATE CONTRACTS**

1	Security Services	December 17, 2020	One (1) Year	Enerlife Philippines Incorporated	20th Floor, Citibank Square Condominium No. 1, Eastwood Ave., Eastwood City, Bagumbayan, QC	Security Services	6,575,128.32	547,927.36	6,027,200.96	01-Jan-21	31-Dec-21
2	Security Services	January 23, 2020	One (1) Year Extended	HLD Clark Steel Pipe Co. Inc.	M.A. Roxas Highway, Clark Freeport Zone, Pampanga	Security Services	1,080,000.00	270,000.00	810,000.00	16-Oct-20	15-Oct-21
3	Security Services	March 02, 2018	One (1) Year Extended	Avanti Philippines	25A PhilExcel Business Park, Clark Freeport Zone, Pampanga	Security Services	716,294.16	656,602.98	59,691.18	01-Mar-20	28-Feb-21
4	Security Services	July 27, 2020	One (1) Year	Moondragon Construction Corp.	Unit 5A Angeles Place, F Andres St., corner Sto Rosario, Kailanran, Patros	Security Services	480,000.00	260,000.00	220,000.00	16-Jul-20	15-Jul-21
5	Security Services	September 12, 2020	One (1) Year	Glowide Enterprises, Inc.	No. 28 Quirino Highway, Balintawak, Quezon City	Security Services	204,000.00	110,500.00	93,500.00	16-Jul-20	15-Jul-21
6	Security Services	September 12, 2020	One (1) Year	LKG Investment and Finance Corp.	No. 28 Quirino Highway, Balintawak, Quezon City	Security Services	204,000.00	110,500.00	93,500.00	16-Jul-20	15-Jul-21
7	Security Services	November 06, 2020	One (1) Year	Adstrat World Holdings, Inc.	111 Honda St, Corner EDSA Brgy Pinalagsahan, Malabti City	Security Services	1,929,000.00	800,000.00	1,120,000.00	10-Sep-20	09-Sep-21
8	Security Services	November 06, 2020	One (1) Year	Supreme Motor Sales & Services Corp.	Brgy. San Antonio Malabti City	Security Services	432,000.00	216,000.00	216,000.00	01-Aug-20	31-Jul-21
9	Security Services	January 21, 2020	One (1) Year	Bicol Isatog	96 Mirasol St., Coc. 20th Ave., QC	Security Services	792,000.00	792,000.00	-	01-Feb-20	30-Jan-21
10	Security Services	August 30, 2018	One (1) Year Extended	One1 Builder Resources Inc.	5305 Daang Bating St., San Agustin Village, Moonwalk, Paranaque City	Security Services	276,000.00	115,000.00	161,000.00	04-Sep-20	03-Sep-21
11	Security Services	March 16, 2018	One (1) Year Extended	Royal Majesty Holdings, Inc.	967-973 A. Maceda St., Sumpaloc, Manila	Security Services	384,000.00	336,000.00	48,000.00	16-Mar-20	15-Mar-21

Name of Contract	Date of the Contract	Contract Duration	Owner's Name	Address	Kind of Services	Amount of Contract			Date of Delivery	
						Amount of Contract	Value of Completed Contract	Value of Outstanding Contract	Date Started	Date of Completion
12 Security Services	October 23, 2018	One (1) Year Extended	Tristar Summit Evergreen Holdings Inc.	Unit 615 Cityland 10 Tower 1, H.V. Delta Costa St., Makati City	Security Services	600,000.00	200,000.00	400,000.00	09-Oct-20	08-Oct-21
13 Security Services	June 24, 2019	One (1) Year Extended	Potovita Condominium Association Inc.	232 P. Tuazon St, Cor. 1-4th Ave., Brgy. Socorro, Cubao, QC	Security Services	1,835,000.00	1,683,000.00	153,000.00	12-Mar-20	11-Mar-21
14 Security Services	May 16, 2019	One (1) Year Extended	L.A. Townhomes Homeowners Asso.	99 San Guillermo Avenue, Brgy. Buting, Pasig City	Security Services	864,000.00	648,000.00	216,000.00	05-May-20	04-May-21
15 Security Services	March 27, 2019	One (1) Year Extended	Consolidated Aggregates Phils Inc.	28 Quinno Highway, Novaliches, Quezon City	Security Services	408,000.00	340,000.00	68,000.00	25-Mar-20	24-Mar-21
16 Security Services	December 01, 2020	Six (6) Months	Longping Tropical Rice Development Inc.	Bulang Liwayway, Brgy Bantug, Science City of Muñoz, Nueva Ecija	Security Services	648,000.00	432,000.00	216,000.00	01-Dec-20	31-May-21
17 Security Services	July 27, 2020	One (1) Year	Mal Corporation	Crestela Subdivision, Pamplona Uno, Las Pinas City	Security Services	480,000.00	300,000.00	180,000.00	18-Jun-20	17-Jan-21
<b>Total</b>						<b>17,899,422.48</b>	<b>7,817,530.34</b>	<b>10,081,892.14</b>		

Submitted by:

  
**JASPER LLEVELLYN Z. SY**  
 Authorized Representative

Date :

February 4, 2021

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)  
SIMILAR IN NATURE TO THE CONTRACT TO BE BID**

Business Name : DARK HORSE SECURITY AGENCY INC.  
Business Address : Unit 315 Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City

Name of Contract	Date of Contract	Contract Duration	Owner's Name	Address	Kind of Services	Amount of Completed Contract	Date of Delivery
Contract of Security Services	September 11, 2019	One (1) Year	Enclife Philippines Incorporated	20th Floor, Ciabank Square Condominium No. 1, Eastwood Ave., Eastwood City, Bagumbayan, QC	Security Services	6,737,036.40	September 1, 2019 to August 31, 2020

Submitted by :   
**JASPER DELLEWELLYN Z. SY**  
Authorized Representative

Date : February 4, 2021

in payment of the following	
Particulars	Amount
Final Sales and Service Tax	20,978.87
Other VAT	5,131.81
Final Withholding Tax	0.00
Other Deductions	0.00
<b>Total</b>	<b>26,110.68</b>
Final Sales and Service Tax	26,110.68
Other VAT	0.00
Final Withholding Tax	0.00
Other Deductions	0.00
<b>Total</b>	<b>26,110.68</b>

# DARK HORSE SECURITY AGENCY INC.

11th, 317 St. Valentin's Hotel, Limog Ave., South Triangle, Quezon City  
 VAT Reg. TIN 006-047-757-010

## OFFICIAL RECEIPT

No. **0623**

Date **SEP 26 2020**

Received from **ENELIFE PHILIPPINE INC.**

TIN **000-003-757-010**

and address at **2ND FLOOR UNIT D-UNITENK COURSE ESTERO SUZARA CITY**

engaged in the business of **ENELIFE PHILIPPINES INC.**

the sum of **TWO HUNDRED SIXTY THREE THOUSAND NINE HUNDRED SIXTY EIGHT P/100**

(**263,916.87**) in partial payment for **August 11 - 31, 2020**

ENELIFE PHILIPPINES INC.  
 2ND FLOOR UNIT D-UNITENK COURSE ESTERO SUZARA CITY  
 Quezon City, Philippines  
 ENELIFE PHILIPPINES INC.  
 2ND FLOOR UNIT D-UNITENK COURSE ESTERO SUZARA CITY  
 Quezon City, Philippines  
 ENELIFE PHILIPPINES INC.  
 2ND FLOOR UNIT D-UNITENK COURSE ESTERO SUZARA CITY  
 Quezon City, Philippines

By  Authorized Signature

**"THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF ATP"**



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com



## BILLING

No 55802

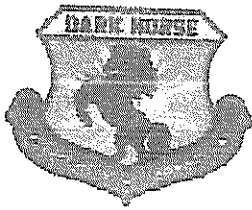
Client: ENERLIFE PHILIPPINES INC.

Date: September 7, 2020

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION	TARLAC CITY	
CONTRACT RATE	31,855.97	
NUMBER OF GUARDS	3	
Formula :		
$31,855.97 / 30 \text{ days} \times 15 \text{ days} \times 3 \text{ guards}$	P	47,783.96
<b>BREAKDOWN</b>		
Due to Security Guards		39,039.18
Agency Fee		7,807.84
VAT on Agency Fee		936.94
Amount of Billing		47,783.96
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(156.16)
Amount Due		47,627.80
Prepared By:	Approved By:	
 DENISE ALAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		<b>47,627.80</b>

Received By: MICHELLE T. LOZADA  
Date: 9/11/20



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 5471 Email: darkhorse102513@gmail.com



## BILLING

No 55803

Client: ENERLIFE PHILIPPINES INC.

Date: September 7, 2020

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION	DIMALUPIHAN, BATAAN	
CONTRACT RATE	31,855.97	
NUMBER OF GUARDS	2	
Formula :		
$31,855.97 / 30 \text{ days} \times 15 \text{ days} \times 2 \text{ guards} = 31,855.97$		
<b>BREAKDOWN</b>		
Due to Security Guards		26,026.12
Agency Fee		5,205.22
VAT on Agency Fee		624.63
Amount of Billing		31,855.97
LESS 2% Expanded Withholding Tax (EWT) on Agency Fee		(104.10)
Amount Due		31,751.87
Prepared By:	Approved By:	
 DENISE ALAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		<b>P 31,751.87</b>

ANGELENE T. LOYANZA

Received By: \_\_\_\_\_

Date: 9/7/20





# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
 Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## BILLING

Client: ENERLIFE PHILIPPINES INC. No 55804  
 Date: September 7, 2020  
 Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION	FULILAN, BULACAN	
CONTRACT RATE	31,855.97	
NUMBER OF GUARDS	2	
Formula :		
31,855.97 / 30 days x 15 days x 2 guards P		31,855.97
<b>BREAKDOWN</b>		
Due to Security Guards		26,026.12
Agency Fee		5,205.22
VAT on Agency Fee		624.63
Amount of Billing		31,855.97
LESS: 3% Expanded Withholding Tax (EWT) on Agency Fee		(104.10)
Amount Due		31,751.87
Prepared By:	Approved By:	
 DENISE ALAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		P 31,751.87

ENCLOSURE T. LOZADA

Received By:   
 Date: 9/16/20



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 8471 Email: darkhorse102513@gmail.com



## BILLING

Client: ENERLIEE PHILIPPINES INC.

No 55805

Date: September 7, 2020

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION	GUIGUINYO, BULACAN	
CONTRACT RATE	31,855.97	
NUMBER OF GUARDS	2	
Formula :		
$31,855.97 / 30 \text{ days} \times 15 \text{ days} \times 2 \text{ guards}$		P 31,855.97
<b>BREAKDOWN</b>		
Due to Security Guards		26,026.12
Agency Fee		5,205.22
VAT on Agency Fee		624.63
Amount of Billing		31,855.97
LESS: 2% Expanded Withholding Tax (EWT) on agency Fee		(104.10)
Amount Due		31,751.87
Prepared By:	Approved By:	
 DENISE ALAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		P 31,751.87

ANGELINE T. LOZADA

Received By: \_\_\_\_\_

Date: 9/16/20





# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com



## BILLING


No 55806

Client: ENERLIFE PHILIPPINES INC.

Date: September 7, 2020

Address: 20th Flr, Citibank Condominium, Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION :	CABANATUAN, NUEVA ECIIJA	
CONTRACT RATE :	31,855.97	
NUMBER OF GUARDS :	2	
Formula :		
31,855.97 / 30 days x 15 days x 2 guards P		31,855.97
<b>BREAKDOWN</b>		
Due to Security Guards		26,026.12
Agency Fee		5,205.22
VAT on Agency Fee		624.63
Amount of Billing		31,855.97
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(104.10)
Amount Due		31,751.87
Prepared By:	Approved By:	
 DENISE ELAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		P 31,751.87

  
ANABELLE T. LOZADA

Received By: \_\_\_\_\_

Date: 09/12/20



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 8471 Email: darkhorse102513@gmail.com



## BILLING


Client: ENERLIFE PHILIPPINES INC.

No 55807

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

Date: September 7, 2020

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION	DASMARINAS, CAVITE	
CONTRACT RATE	29,858.01	
NUMBER OF GUARDS	2	
Formula :		
29,858.01 / 30 days x 15 days x 2 guards		P 29,858.01
<b>BREAKDOWN</b>		
Due to Security Guards		24,323.80
Agency Fee		4,878.76
VAT on Agency Fee		585.45
Amount of Billing		29,858.01
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(97.58)
Amount Due		29,760.43
Prepared By:	Approved By:	
 DENISE ALAYNE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		P 29,760.43

  
ANGELINE T. LOZANO

Received By: \_\_\_\_\_

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




# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave Quezon City  
Tel. No.: (02) 911 9471 Email: darkhorse162513@gmail.com

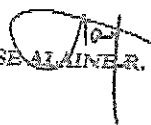

## BILLING


Client: ENERLIFE PHILIPPINES INC.

No 55808

Date: September 7, 2020

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION	LIPA, BATANGAS	
CONTRACT RATE	29,858.01	
NUMBER OF GUARDS	2	
Formula :		
$29,858.01 / 30 \text{ days} \times 15 \text{ days} \times 2 \text{ guards}$		29,858.01
<b>BREAKDOWN</b>		
Due to Security Guards		24,393.80
Agency Fee		4,878.76
VAT on Agency Fee		585.45
Amount of Billing		29,858.01
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(97.58)
Amount Due		29,760.43
Prepared By:	Approved By:	
 DENISE ALAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		<b>P 29,760.43</b>

  
ALICE MARIE T. LOZADA

Received By: \_\_\_\_\_  
Date: 9/16/20



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com



## BILLING

No 55810

Client: ENERLIFE PHILIPPINES INC.

Date: September 7, 2020

Address: 20th Flr. Citibank Condominium. Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period AUGUST 16 TO 31, 2020		
LOCATION :	LUCENA CITY	
CONTRACT RATE :	29,858.01	
NUMBER OF GUARDS :	2	
Formula :		
29,858.01 / 30 days x 15 days x 2 guards		P 29,858.01
<b>BREAKDOWN</b>		
Due to Security Guards		24,393.80
Agency Fee		4,878.76
VAT on Agency Fee		585.45
Amount of Billing		29,858.01
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(97.58)
Amount Due		29,760.43
Prepared By:	Approved By:	
 DENISE ALAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		<b>29,760.43</b>

DENISE ALAINE R. FLORESCA

Received By: \_\_\_\_\_

Date: 9/10/20



**NOT APPLICABLE**



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## BID SECURING DECLARATION FORM

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REPUBLIC OF THE  
PHILIPPINES) CITY OF \_\_\_\_\_) S.S.

X.....X

### BID SECURING DECLARATION

**Invitation to Bid:** *LOT D – Security Services of International Cable Landing and Repeater Stations*

*Bases Conversion and Development Authority  
BACG Secretariat  
BCDA Bids and Awards Committee for Goods*

*BCDA Corporate Center, 2<sup>nd</sup> Fl., Bonifacio Technology Center, 31<sup>st</sup> St., cor.,  
2<sup>nd</sup> Ave., Bonifacio, Global City, Taguig City*

I, the undersigned, declare that:

1. I 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 accept that: (a) I will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I 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 9184; without prejudice to other legal action the government may undertake.

3. I 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 declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
  - (c) I am declared the bidder with the Lowest Calculated Responsive Bid, and we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I have hereunto set my hand this FEB 08 2021 day of February 2021 at Quezon City.


  
**JASPER LLEWELLYN Z. SY**  
 Authorized Representative

**SUBSCRIBED AND SWORN** to before me this FEB 08 2021 day of February 2021 at Quezon City, Philippines, Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his Driver's License with his photograph and signature appearing thereon, with no. N04-06011240 issued at Caloocan City

Witness my hand and seal this FEB 08 2021 day of February 2021.

NAME OF NOTARY PUBLIC

Doc. No. 280  
 Page No. 57  
 Book No. IV  
 Series of 2021

  
**ATTY. TOMAS B. BAGA, JR.**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2021  
 ADM. NO. NP-017 (2020-2021)  
 ATTYS. ROLL NO. 13003  
 IBP NO. 092633 / 1-6-20  
 PTR NO. CT-9985292 / 1-15-20 N. COT.  
 MCLE NO. VI-0028822  
 RGH BLDG. TIMOG COR. PANAY AVE. Q.C.



# Technical Specifications Compliance Form

[Bidders must state here either "Compliant" or "Non Compliant" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

<b>TECHNICAL SPECIFICATIONS</b>			
<b>Item</b>	<b>Technical Specifications / Scope of Work</b>	<b>Statement of Compliance</b>	
<b>LOT D</b>	<b>Security Services of International Cable Landing and Repeater Station-</b>	<b>Compliant</b>	<b>Non Compliant</b>
	<p>The SECURITY AGENCY shall undertake the following:</p> <ol style="list-style-type: none"> <li>1. Bidder must provide a Certified True Copy the Agency License to Operate as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA)</li> <li>2. Agency Organizational Set Up indicating the Names of Key Personnel and Personnel Manning of Key Officers</li> <li>3. List and Photocopies of Licences of Firearms under is Inventory, If such licenses are already expired, A certification from FEO, PNP that the request for renewal are under process</li> </ol>	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>	

# *Section VII. Technical Specifications*

Security Services of International Cable Landing and  
Repeater Station-Lot D



<p>4. Prepare a Security Plan on the monitoring of activities in all designated areas in the DICT which shall be presented to the management for final approval. Said plan shall form part of the CONTRACT;</p>	<p>COMPLY</p>	
<p>5. Provide guards who are in their proper uniforms or, in the case of the Supervising Guards, formally attired, per requirement of the DICT;</p>	<p>COMPLY</p>	
<p>6. Provide adequate firearms and ammunitions to each guard as well as, such equipment (e.g. CCTV) and paraphernalia (e.g. first aide kit) as maybe necessary in the discharge of their duties;</p>	<p>COMPLY</p>	
<p>7. See to it that all guards assigned to the DICT are at all times vigilant, honest, dependable and aware of their duty to protect lives and limbs of personnel and finally protect the properties of the DICT;</p>	<p>COMPLY</p>	
<p>8. Make sure that all guards remain courteous to all employees and guests to protect the proper image of the DICT;</p>	<p>COMPLY</p>	
<p>9. The Security Guard per station must conduct frequent inspection, day and night;</p>	<p>COMPLY</p>	
<p>10. Ensure that unauthorized persons are kept out of guarded premises;</p>	<p>COMPLY</p>	
<p>11. Guarantee peace and order within the guarded premises at all times;</p>	<p>COMPLY</p>	
<p>12. Make available, at all times, duly-licensed, trained and qualified reliever guards in case of the absence of any assigned guard, for the continuous uninterrupted security services in the DICT premises. Make sure that the duty schedule of each Guard should not be more than Eight (8) hours;</p>	<p>COMPLY</p>	
<p>13. Change any guard who does not measure up to the standards or criteria of the DICT as soon as the SECURITY AGENCY is informed of the request for replacement, and conversely, not to</p>	<p>COMPLY</p>	

	<p>change or replace any assigned guard without the consent of the DICT;</p> <p>14. Submit and surrender all record books used for monitoring and recording activities in the whole Building and those of the personnel. The designated Guard per station must submit monthly report to the FOO Cluster Director;</p> <p>15. To comply with all existing laws, rules and regulations relative to the operations of security agencies.</p>	<p>COMPLY</p> <p>COMPLY</p>	
--	---	-----------------------------	--

*Bidder's Authorized Representative:*

  
JASPER LLEWELLYN Z. SY  
 Signature over Printed Name

DARK HORSE SECURITY AGENCY INC.  
 Principal Bidder/ Supplier



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 316 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## LOT D - SECURITY SERVICES FOR THE INTERNATIONAL CABLE LANDING STATIONS AND REPEATER STATIONS

Description	Quantity	Delivery Schedule
Field Operations Office - DICT Luzon Cluster 1 (ICLS San Fernando, La Union; RSF Rosario, La Union; RSF Sta. Maria, Pangasinan)	16 pax	Commence upon issuance of NTP; 24 hours per day, including Saturdays, Sundays and Holidays
Field Operations Office - DICT Luzon Cluster 2 (ICLS Baler, Aurora; RSF San Jose, Nueva Ecija; Pantabangan, Nueva Ecija)	16 pax	

Total Approved Budget for the Contract	₱ 7,650,000.00
--	----------------

Bidder's Authorized Representative:

  
JASPER LLEWELLYN Z. SY  
Signature over Printed Name

DARK HORSE SECURITY AGENCY INC.  
Principal Bidder / Supplier



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

### AFFIDAVIT

I Jasper Llewellyn Z. Sy, of legal age, married, Filipino, and residing at 12K Times St., West Triangle, Quezon City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of Dark Horse Security Agency, Inc., with office address at Rm. 317 Sir William's Hotel, Timog Ave., South Triangle, Quezon City;
2. 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 Procurement of Services, Supplies, and Equipment for the International Cable Landing Stations (ICLS), Repeater Stations Facilities (RFS), and Luzon Bypass Infrastructure (LBI) Operations of the Bases Conversion and Development Authority as shown in the attached Secretary's Certificate showing proof of authorization;
3. Dark Horse Security Agency, Inc., 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;
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. Dark Horse Security Agency, Inc., is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. None of the officers, directors, and controlling stockholders of Dark Horse Security Agency, Inc., 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. Dark Horse Security Agency, Inc., complies with existing labor laws and standards; and
8. Dark Horse Security Agency, Inc., is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the Procurement of Services, Supplies, and Equipment for the International Cable Landing Stations (ICLS), Repeater Stations Facilities (RFS), and Luzon Bypass Infrastructure (LBI) Operations.
9. Dark Horse Security Agency, Inc., 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.

IN WITNESS WHEREOF, I have hereunto set my hand this **FEB 08 2021** day of February, 2021 at QUEZON CITY, Philippines.

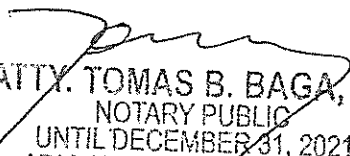
Jasper Llewellyn Z. Sy  
Bidder's Representative / Authorized Signatory

**FEB 08 2021**  
SUBSCRIBED AND SWORN to before me this \_\_\_ day of February 2021 at Quezon City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his Driver's License with his photograph and signature appearing thereon, with no. N04-06011240 issued at Caloocan City,

**FEB 08 2021**  
Witness my hand and seal this \_\_\_ day of February 2021.

NAME OF NOTARY PUBLIC

Doc. No.: 279  
Page No.: 57  
Book No.: IV  
Series of: 2021

  
ATTY. TOMAS B. BAGA, JR.  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
ADM. NO. NP-017 (2020-2021)  
ATTYS. ROLL NO. 13003  
IBP NO. 092633 / 1-6-20  
PTR NO. CT-9985292 / 1-15-20 N. COT.  
MCLE NO. VI-0028822  
RGH BLDG. TIMOG COR. PANAY AVE. Q.C.



**SECRETARY'S CERTIFICATE**

I, **MA. TEODORA I. ROJO**, Single, Filipino citizen, of legal age, and with office address at Rm. 317 Sir William's Hotel Timog Ave., South Triangle, Quezon City, after having sworn to in accordance with law, hereby depose and say, that:

I am the duly elected and incumbent Corporate Secretary of **DARK HORSE SECURITY AGENCY INC.**, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, and with principal office address, Rm. 317 Sir William's Hotel Timog Ave., South Triangle, Quezon City,

At a special meeting of the Board of Directors of the Corporation, held on February 4, 2021 at our principal office stated above, during which a quorum was present and acting throughout, the following resolution was unanimously approved and adopted, to wit:

**RESOLVED** that **MR. JASPER LLEWELLYN Z. SY**, General Manager of Dark Horse Security Agency Inc., is hereby empowered and authorized to represent the company in the public bidding for the Procurement of Supplies, Services, and Equipment for the International Cable Landing Stations, Repeater Stations Facilities, and Luzon Bypass Infrastructure Operation of the Bases Conversion and Development Authority.

**IN WITNESS WHEREOF.** I have hereunto set my hand this 4th day of February 2021 at Quezon City

ROJO, MA. TEODORA  
Corporate Secretary

**ACKNOWLEDGEMENT**

**QUEZON CITY FEB 08 2021**

**BEFORE ME A NOTARY PUBLIC** for and in the City of \_\_\_\_\_, 2021, personally appeared **MS. MA. TEODORA I. ROJO** with Tax Identification Card No. 330-132-040-000 issued at Quezon City on August 2, 2016, known to me and to me known to be the same person who executed the foregoing and acknowledged to me that the same are his free act and voluntary deed.

**WITNESS MY HAND AND NOTARIAL SEAL** on the date and the place first above written.

ATTY. TOMAS B. BAGA, JR.  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
ADM. NO. NP-017 (2020-2021)  
ATTYS. ROLL NO. 13003  
IBP NO. 092633 / 1-6-20  
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DOC. NO. 278 ;  
PAGE NO. 57 ;  
BOOK NO. IV ;  
Series of 2021

**NOT APPLICABLE**

**Tab J (Lot D - Forms)**

A handwritten signature or mark, possibly initials, located in the bottom left corner of the page.



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

TO : Bases Conversion and Development Authority  
SUBJECT : General Security Plan  
DATE : February 4, 2021

---

## I. INTRODUCTION

### A. Authorization

In compliance with the bidding requirements, we are submitting the general security plan for DICT Luzon Cluster 1 (La Union and Pangasinan) and DICT Luzon Cluster 2 (Aurora and Nueva Ecija).

## II. NAME AND MISSION OF INSTALLATION

The Department of Information and Communication Technology (DICT) shall be the primary policy, planning, coordinating, implementing and administrative entity of the Executive Branch of the government that will plan, develop and promote the national ICT development agenda (RA10844).

## III. ASSESSMENT

Most of the installations are located strategically in the provinces of La Union, Pangasinan, Aurora, and Nueva Ecija. It was identified that these installations are located in an industrial and residential zone.

A comprehensive security plan will be submitted after a security survey is conducted in all areas mentioned above.

We will provide the number of security personnel that will be required in each installation equipped with long firearm such as a 12-gauge shotgun, communications equipment such as cellular phone and 2-way radio and CCTV camera, if needed. Alarm system will be installed and to be utilized in case of emergencies. A sensor lighting system will also be installed.

#### IV. PHYSICAL SECURITY

##### A. Barriers

We will conduct assessment on the present condition in the perimeter fence.

We will submit the proper recommendation based on the security standards to ensure the highest level of safety and security on each installation after a security survey was conducted.

##### B. Lighting Fixtures

Lighting fixtures inside and outside the building/s should be adequate enough.

Lighting fixtures must be maintained and checked periodically to ensure proper illumination of the area.

##### C. Personnel Access and Control

Visitors, deliveries and the like will be verified first with their contact person before given access into the premises. The same will be required to fill up in the visitor's logbook / log sheet and ask him/her to leave a valid ID with the guard on duty before entering the premises.

Only those with authorization given by the Management may be allowed access into the perimeter. In the absence of authorization, the said person should not be allowed or given access into the premises.

##### D. Vehicle Access and Control

All vehicles entering the premises should be controlled by the security personnel seeing to it that only those duly authorized are given access into the premises.

Vehicles should be parked only on designated areas to avoid traffic congestion.

##### E. Special Response Team

A special training will be conducted to security personnel assigned in each area depending on the particular requirements of the installation like life support techniques and methods and to include basic fire fighting course.

F. Coordination with Friendly Forces

We will maintain a close coordination with the barangay officials, Bureau of Fire Protection and police/military within the area of responsibility to ensure assistance when the need arises.

  
JASPER LLEWELLYN Z. SY/General Manager

DARK HORSE SECURITY AGENCY INC.

Rm. 317 Sir William's Hotel, Timog Ave.,  
South Triangle, Quezon City

ORIGINAL

No. 004576



Republic of the Philippines  
National Police Commission  
NATIONAL HEADQUARTERS PHILIPPINE NATIONAL POLICE  
CIVIL SECURITY GROUP  
Camp BGen Rafael T Crame, Quezon City



**PRIVATE SECURITY AGENCY  
REGULAR LICENSE TO OPERATE  
NO. PSA-T-14-166025-3298**

Having registered with the Philippine National Police in accordance with the provisions of Republic Act 5487 entitled "Private Security Agency Law", as amended by Presidential Decree Numbers 11, 100 and 1919.

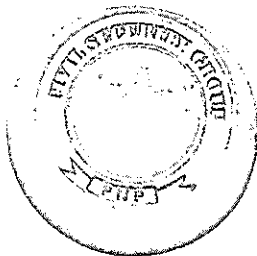
**◆◆DARK HORSE SECURITY AGENCY, INC.◆◆**  
◆◆Rm. 317 Sir William's Hotel No. 39 Timog Avenue, South Triangle, Quezon City◆◆

Under the Directorship/Management of MR JOSE ANTONIO M QUIÑONES  
\_\_\_\_\_ is hereby granted license to establish, manage, operate and maintain a private security/detective/ investigative agency for the sole purpose of engaging in the business of selling, contracting or leasing private security services within the entire Philippines.

This license to operate expires on 30 April 2021 unless sooner terminated for violation of the rules and regulations issued by the Chief, Philippine National Police or for non-compliance with other laws and their implementing rules and regulations.

Granted this NOV 15 2019 day of \_\_\_\_\_ 20\_\_\_\_.

FOR THE OFFICER-IN-CHARGE, PNP POLICE LIEUTENANT GENERAL  
ARCHIE FRANCISCO F GAMBOA:



*[Handwritten signature]*

**ROBERTO B FALCADO**  
Police Major General  
Director, CSG

NOV 15 2019

SBR No. 12429694 Date: 4/2/19  
OP No. 1037521 Date: 4/1/19  
Amount: 25,000

PNP CSG Form No. 1, Revised January 2017

NOT VALID IF WITH ERASURES, ALTERATIONS, WITHOUT SOSIA D



Director, CSG

I BAR CODE

*[Handwritten notes and signatures]*

# PERFORMANCE SECURITY







15th Floor, Sage House, 110 V. A. Rufino Street  
 Legaspi Village, Makati City 1229, Philippines  
 Telephone +632 772 9200 Fax +632 772 9291  
 insure@paramount.com.ph www.paramount.com.ph

### INVOICE

<b>INVOICE NO.:</b>	B 416354	<b>TRANSACTION TYPE:</b>	NEW
<b>INVOICED DATE:</b>	Apr 22, 2021	<b>EFFECTIVITY DATE:</b>	Apr 12, 2021
<b>OUR POLICY NO.:</b>	G13B-000349	<b>EXPIRY DATE:</b>	Apr 12, 2022

<b>NAME AND ADDRESS OF INSURED</b> DARK HORSE SECURITY AGENCY, INC. Unit 317 Sir Williams Hotel, Timog Ave., South Triangle, Quezon City	<b>PAYMENT REFERENCE NO.</b> 700-21-00119681-3
--	---

<b>LINE OF INSURANCE</b> Performance Bond - Govt Proj. Only	<b>AC#</b> 5984	<b>ENDORSEMENT NO.</b> 0	<b>COC NO.</b>
--	--------------------	-----------------------------	----------------

<b>RI POLICY NO.</b>	<b>RI ENDORSEMENT#</b>	<b>BINDER NO.</b>	<b>RISK NOTE #</b> 0	<b>OLD POLICY NO.</b>
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**PARTICULARS**

OBLIGEE: BASES CONVERSION AND DEVELOPMENT AUTHORITY  
 CATEGORY: PB - FOR SUPPLY AND DELIVERY UNDERTAKING:  
 Procurement of Lot D of Supplies, Services and Equipment for International Cable Landing Stations (ICLS), Repeater Facilities Stations (RFS), and Luzon Bypass Infrastructure (LBI) Operations as per Notice of Award dated April 12, 2021

PERIL(S)	LIMITS OF LIABILITY	PREMIUMS
PB	2,287,044.74	P 12,578.75


PLEASE  
 MAKE CHECK  
 PAYMENT  
 PAYABLE TO  
 PARAMOUNT  
 LIFE &  
 GENERAL  
 INSURANCE  
 CORPORATION

<b>SUB-TOTAL</b>	12,578.75
<b>Documentary Stamps</b>	1,602.50
<b>Value Added Tax</b>	1,509.45
<b>Local Government Tax</b>	25.16
<b>Notarial Fee</b>	400.00
<b>Service Fee</b>	300.00
<b>IG Certification Fee</b>	0.00

<b>TOTAL AMOUNT DUE</b>	P 16,415.86
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COMPUTER GENERATED INVOICE PER BIR PERMIT NO. 0206 - 116 - 00074 - CBA / AR

CLIENT / UNDWTG COPY      TIN NO. 000-487-644-000 VAT  
 1b3f3b983db6c0d928746bfc06db5e41fd62152a2430fdb6a61b9669736e1a1

  
 Authorized Signature



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insure@paramount.com.ph www.paramount.com.ph

G (13) B 000349

**PERFORMANCE BOND**  
(THIS BOND IS INTENDED FOR GOVERNMENT ACCOUNTS)

KNOW ALL MEN BY THIS PRESENTS:

That we, DARK HORSE SECURITY AGENCY, INC. with address at Unit 317 Sir Williams Hotel, Timog Ave., South Triangle, Quezon City as principal, and PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with head office at Makati City as surety, are held and firmly bound unto BASES CONVERSION AND DEVELOPMENT AUTHORITY, in the penal sum of Pesos TWO MILLION TWO HUNDRED EIGHTY SEVEN THOUSAND FORTY FOUR AND 74/100 ( PHP 2,287,044.74 ), Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors, and assigns jointly and severally, firmly by these presents:

The conditions of this obligation are as follows:

WHEREAS, this bond shall guarantee the true and faithful performance of herein principal for the Procurement of Lot D of Supplies, Services and Equipment for International Cable Landing Stations (ICLS), Repeater Facilities Stations (RFS), and Luzon Bypass Infrastructure (LBI) Operations as per Notice of Award dated April 12, 2021, copy of which is hereto attached for reference. It is hereby understood that the acceptance of this Bond by the Obligee warrants that there is no claim filed as of date of issuance.

WHEREAS, said Bond is not penal and forfeiture in nature and the Liability of the Surety under this Bond shall in no case exceed the above-stated amount, and that the Surety's liability is strictly limited only to the actual damages as may be sustained and proven by the Obligee in case of failure / default of herein Principal to perform its duties under the said reference which in no case exceed the face value hereof.

IT IS UNDERSTOOD THAT the Principal warrants that there is no claim filed by the Obligee or circumstances that will or might lead to a claim, delay or overrun cost by the Obligee as of the date of issuance. FURTHERMORE, the Surety does not assume responsibility for any liability incurred or created after the expiry date.

IT IS HEREBY AGREED AND UNDERSTOOD that PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION will not be liable for any claim not presented to it in writing within (10) day from the expiration of this Bond, and the Obligee hereby waives its right to claim of file any court action against the Surety after the termination of the ten (10) day period.

This Bond is callable on demand. PROVIDED, HOWEVER, that the liability of the surety company under this bond shall in no case exceed the face value hereof.

WHEREAS, said obligee BASES CONVERSION AND DEVELOPMENT AUTHORITY requires said principal to give a good and sufficient bond in the above stated sum to secure the full and faithful performance on his part of the said undertaking.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements stipulated in said undertaking then this obligation shall be null and void, otherwise to remain in full force and effect.

The liability of the Surety under this Bond will expire April 12, 2022. It is hereby agreed and understood that the Surety, shall not be liable for any claim not discovered and presented to the company within ten (10) days from the expiration of this bond or from the occurrence of the default or failure of the principal, whichever is the earliest, and that the Obligee hereby waives his right to file any claim against the Surety after the termination of the period of ten (10) days above-mentioned after which time this bond shall definitely terminate and be deemed absolutely cancelled.



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 Legaspi Village, Makati City 1229, Philippines  
 Telephone +632 772 9200 Fax +632 772 9291  
 insure@paramount.com.ph www.paramount.com.ph

IN WITNESS WHEREOF, we have set our hands and signed our names on this 21st day of April 2021 at Makati City, Philippines.

**DARK HORSE SECURITY AGENCY, INC.**

TIN NO. 008-647-757-000

By:

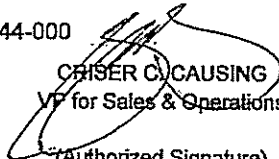
  
**JASPER LLEWELLYN Z. SY**  
 General Manager

(Principal)

**PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION**

TIN NO. 000-487-644-000

By:

  
**CRISER C. CAUSING**  
 VP for Sales & Operations

(Authorized Signature)

SIGNED IN THE PRESENCE OF

<b>PREMIUM</b>	<b>P</b>	<b>12,578.75</b>
<b>DOC. STAMPS</b>	<b>P</b>	<b>1,602.50</b>
<b>VAT</b>	<b>P</b>	<b>1,509.45</b>
<b>LGT</b>	<b>P</b>	<b>25.16</b>
<b>NOT. FEES</b>	<b>P</b>	<b>400.00</b>
<b>IC CERT FEES</b>	<b>P</b>	<b>0.00</b>
<b>MISC</b>	<b>P</b>	<b>300.00</b>
<b>GROSS</b>	<b>P</b>	<b>16,415.86</b>

"Documentary Stamps to the value of ₱ 1,602.50 have been affixed to the premium register where the policy is recorded"

**ORIGINAL**



### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) S.S.  
IN MAKATI CITY )

BEFORE ME, a Notary public for and in Makati City, Philippines, personally appeared:

Names	Type of I.D.	Validity Period	I.D. No.
JASPER LLEWELLYN Z. SY	PASSPORT NO.	Jul 16, 2029	P2582029B
CRISER C. CAUSING	SSS No.		33-1831930-9

PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION Community Tax Cert. No. 102616 issued at Makati City on Jan 08, 2021 known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the corporation herein represented, for the uses and purposes therein mentioned.

I certify that this instrument consists of 3 pages including the page on which this acknowledgment is Written, has been signed by the parties and two witnesses at the bottom thereof and sealed with my notaries seal.

WITNESS MY HAND and SEAL on this 22nd day of April 2021 at Makati City, Philippines.

*[Signature]*  
 ATTY. MARRINA LIM  
 Commission No. M-267  
 Notary Public - Makati City  
 Until December 31, 2021  
 15th Flr. Sage House, 110 V.A. Rufino Street  
 Legaspi Village, Makati City 1229  
 PTR No. MKT 8535484/1-6-21/Makati City  
 IBP No. 143232/1-8-21/Manila I  
 MCLE Compliance No. VI-0021352/4-14-22

Doc No. 233                      Page No. 48                      Book No. 4                      Roll No. 67832                      Series of 2021

### AFFIDAVIT OF JUSTIFICATION

REPUBLIC OF THE PHILIPPINES) S.S.  
IN MAKATI CITY )

CRISER C. CAUSING of the PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION, after having been duly sworn according to law deposes and says: That the said PARAMOUNT LIFE & GENERAL INSURANCE CORP., is a corporation organized and existing under laws of the Philippines, with principal offices at Makati City; that it is duly authorized to execute and furnish surety bonds for all purpose within the territorial limits of the Philippines by virtue of Administrative Order No. 340 dated December 05, 1960; that it is actually worth the amount specified in the foregoing undertaking, to wit Pesos TWO MILLION TWO HUNDRED EIGHTY SEVEN THOUSAND FORTY FOUR AND 74/100 ( PHP 2,287,044.74 ) ONLY Philippine Currency, over and above all just debts and obligations and property exempt from execution; and that this Company has no pending obligation demandable outstanding in the amount to the government, or any of its agencies or instrumentalities as of April 22, 2021.

*[Signature]*  
CRISER C. CAUSING  
VP for Sales & Operations

SUBSCRIBED AND SWORN to before me on this 22nd day of April 2021; affiant identified through his/her SSS No. Number 33-1831930-9 , affirms that he/she signs this document.

*[Signature]*  
 ATTY. MARRINA LIM  
 Commission No. M-267  
 Notary Public - Makati City  
 Until December 31, 2021  
 15th Flr. Sage House, 110 V.A. Rufino Street  
 Legaspi Village, Makati City 1229  
 PTR No. MKT 8535484/1-6-21/Makati City  
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 Roll No. 67832

Doc No. 234                      Page No. 48                      Book No. 4                      Series of 2021

PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION  
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insure@paramount.com.ph www.paramount.com.ph

G (13) B 000349

**PERFORMANCE BOND**  
(THIS BOND IS INTENDED FOR GOVERNMENT ACCOUNTS)

KNOW ALL MEN BY THIS PRESENTS:

That we, DARK HORSE SECURITY AGENCY, INC. with address at Unit 317 Sir Williams Hotel, Timog Ave., South Triangle, Quezon City as principal, and PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with head office at Makati City as surety, are held and firmly bound unto BASES CONVERSION AND DEVELOPMENT AUTHORITY, in the penal sum of Pesos TWO MILLION TWO HUNDRED EIGHTY SEVEN THOUSAND FORTY FOUR AND 74/100 ( PHP 2,287,044.74 ), Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors, and assigns jointly and severally, firmly by these presents:

The conditions of this obligation are as follows:

WHEREAS, this bond shall guarantee the true and faithful performance of herein principal for the Procurement of Lot D of Supplies, Services and Equipment for International Cable Landing Stations (ICLS), Repeater Facilities Stations (RFS), and Luzon Bypass Infrastructure (LBI) Operations as per Notice of Award dated April 12, 2021, copy of which is hereto attached for reference. It is hereby understood that the acceptance of this Bond by the Obligee warrants that there is no claim filed as of date of issuance.

WHEREAS, said Bond is not penal and forfeiture in nature and the Liability of the Surety under this Bond shall in no case exceed the above-stated amount, and that the Surety's liability is strictly limited only to the actual damages as may be sustained and proven by the Obligee in case of failure / default of herein Principal to perform its duties under the said reference which in no case exceed the face value hereof.

IT IS UNDERSTOOD THAT the Principal warrants that there is no claim filed by the Obligee or circumstances that will or might lead to a claim, delay or overrun cost by the Obligee as of the date of issuance. FURTHERMORE, the Surety does not assume responsibility for any liability incurred or created after the expiry date.

IT IS HEREBY AGREED AND UNDERSTOOD that PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION will not be liable for any claim not presented to it in writing within (10) day from the expiration of this Bond, and the Obligee hereby waives its right to claim of file any court action against the Surety after the termination of the ten (10) day period.

This Bond is callable on demand. PROVIDED, HOWEVER, that the liability of the surety company under this bond shall in no case exceed the face value hereof.

WHEREAS, said obligee BASES CONVERSION AND DEVELOPMENT AUTHORITY requires said principal to give a good and sufficient bond in the above stated sum to secure the full and faithful performance on his part of the said undertaking.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements stipulated in said undertaking then this obligation shall be null and void, otherwise to remain in full force and effect.

The liability of the Surety under this Bond will expire April 12, 2022. It is hereby agreed and understood that the Surety, shall not be liable for any claim not discovered and presented to the company within ten (10) days from the expiration of this bond or from the occurrence of the default or failure of the principal, whichever is the earliest, and that the Obligee hereby waives his right to file any claim against the Surety after the termination of the period of ten (10) days above-mentioned after which time this bond shall definitely terminate and be deemed absolutely cancelled.



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 insure@paramount.com.ph www.paramount.com.ph

IN WITNESS WHEREOF, we have set our hands and signed our names on this 21st day of April 2021 at Makati City, Philippines.

**DARK HORSE SECURITY AGENCY, INC.**

TIN NO. 008-647-757-000

By:

*Jasper Llewellyn Z. Sy*  
**JASPER LLEWELLYN Z. SY**  
 General Manager

(Principal)

**PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION**

TIN NO. 000-487-644-000

By:

*Criser C. Sausing*  
**CRISER C. SAUSING**  
 VP for Sales & Operations

(Authorized Signature)

SIGNED IN THE PRESENCE OF

<b>PREMIUM</b>	<b>P</b>	<b>12,578.75</b>
<b>DOC. STAMPS</b>	<b>P</b>	<b>1,602.50</b>
<b>VAT</b>	<b>P</b>	<b>1,509.45</b>
<b>LGT</b>	<b>P</b>	<b>25.16</b>
<b>NOT. FEES</b>	<b>P</b>	<b>400.00</b>
<b>IC CERT FEES</b>	<b>P</b>	<b>0.00</b>
<b>MISC</b>	<b>P</b>	<b>300.00</b>
<b>GROSS</b>	<b>P</b>	<b>16,415.86</b>

"Documentary Stamps to the value of ₱ 1,602.50 have been affixed to the premium register where the policy is recorded"



G (13) B 000349

### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) S.S.  
IN MAKATI CITY )

BEFORE ME, a Notary public for and in Makati City, Philippines, personally appeared:

Names	Type of I.D.	Validity Period	I.D. No.
JASPER LLEWELLYN Z. SY	PASSPORT NO.	Jul 16, 2029	P2582029B
CRISER C. CAUSING	SSS No.		33-1831930-9

PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION Community Tax Cert. No. 102616 issued at Makati City on Jan 08, 2021 known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the corporation herein represented, for the uses and purposes therein mentioned.

I certify that this instrument consists of 3 pages including the page on which this acknowledgment is Written, has been signed by the parties and two witnesses at the bottom thereof and sealed with my notaries seal.

WITNESS MY HAND and SEAL on this 22nd day of April 2021 at Makati City, Philippines.

*[Signature]*  
**ATTY. MARKIN A. LIM**  
 Commission No. M-267  
 Notary Public - Makati City  
 Until December 31, 2021  
 15th Flr. Sage House, 110 V.A. Rufino Street  
 Legaspi Village, Makati City 1229  
 PTR No. MKT 8535484/1-6-21/Makati City  
 IBP No. 143232/1-8-21/Manila I  
 MCLE Compliance No. VI-0021352/4-14-22  
 Roll No. 67832

Doc No. 233                      Page No. 48                      Book No. 4                      Roll No. 67832                      Series of 2021

### AFFIDAVIT OF JUSTIFICATION

REPUBLIC OF THE PHILIPPINES) S.S.  
IN MAKATI CITY )

CRISER C. CAUSING of the PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION, after having been duly sworn according to law deposes and says: That the said PARAMOUNT LIFE & GENERAL INSURANCE CORP., is a corporation organized and existing under laws of the Philippines, with principal offices at Makati City; that it is duly authorized to execute and furnish surety bonds for all purpose within the territorial limits of the Philippines by virtue of Administrative Order No. 340 dated December 05, 1960; that it is actually worth the amount specified in the foregoing undertaking, to wit Pesos TWO MILLION TWO HUNDRED EIGHTY SEVEN THOUSAND FORTY FOUR AND 74/100 ( PHP 2,287,044.74 ) ONLY Philippine Currency, over and above all just debts and obligations and property exempt from execution; and that this Company has no pending obligation demandable outstanding in the amount to the government, or any of its agencies or instrumentalities as of April 22, 2021.

*[Signature]*  
**CRISER C. CAUSING**  
 VP for Sales & Operations

SUBSCRIBED AND SWORN to before me on this 22nd day of April 2021; affiant identified through his/her SSS No. Number 33-1831930-9 , affirms that he/she signs this document.

*[Signature]*  
**ATTY. MARKIN A. LIM**  
 Commission No. M-267  
 Notary Public - Makati City  
 Until December 31, 2021  
 15th Flr. Sage House, 110 V.A. Rufino Street  
 Legaspi Village, Makati City 1229  
 PTR No. MKT 8535484/1-6-21/Makati City  
 IBP No. 143232/1-8-21/Manila I  
 MCLE Compliance No. VI-0021352/4-14-22  
 Roll No. 67832

Doc No. 234                      Page No. 48                      Book No. 4                      Roll No. 67832                      Series of 2021

PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION  
15th Floor, Sage House, 110 V.A. Rufino Street, Legaspi Village, Makati City 1229, Philippines  
Telephone +632 7729200 Fax +632 7729291 www.paramount.com.ph

**DUPLICATE**





**PARAMOUNT  
LIFE & GENERAL  
INSURANCE  
CORPORATION**

15th Floor, Sage House, 110 V. A. Rufino Street  
Legaspi Village, Makati City 1229, Philippines  
Telephone +632 772 9200 Fax +632 772 9291  
insure@paramount.com.ph www.paramount.com.ph  
TIN 000-487-644-000 VAT

**Bond No.** : G13B-000349 **Date Issued** : Apr 23, 2021  
**Endorsement** : 186063 **Effectivity Date** : Apr 12, 2021  
**Insured / Principal** : DARK HORSE SECURITY AGENCY, INC.

**Address** : Unit 317 Sir Williams Hotel, Timog Ave., South Triangle,  
Quezon City

**Obligee** : BASES CONVERSION AND DEVELOPMENT AUTHORITY

**BOND ENDORSEMENT**

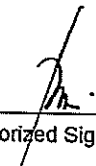
IT IS HEREBY DECLARED AND AGREED that this bond is amended to correct the detail / to add provision to the bond, as follows:

The Correct Term of the above described PERFORMANCE BOND should be April 21, 2021 to April 21, 2022 and not as previously stated.

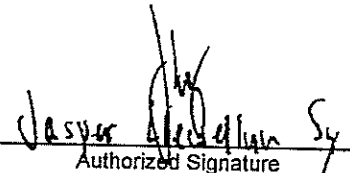
Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limit or conditions of the bond except as herein above set forth

**PARAMOUNT LIFE & GENERAL INSURANCE  
CORPORATION**

By:

  
\_\_\_\_\_  
Authorized Signature

CONFORME:

  
\_\_\_\_\_  
Authorized Signature

Date Signed: 04/23/21

# NOTICE OF AWARD

12 April 2021

**MR. JASPER LLEWELLYN Z. SY**  
Authorized Representative  
**Dark Horse Security Agency, Inc.**  
317 3F Williams Hotel, Timog Ave  
South Triangle, Quezon City

Subject : **NOTICE OF AWARD**  
**Procurement of Lot D of Supplies, Services, and Equipment for**  
**International Cable Landing Stations (ICLS), Repeater Facilities Stations**  
**(RFS), and Luzon Bypass Infrastructure (LBI) Operations**

Dear Mr. Sy:

The Bases Conversion and Development Authority (BCDA) hereby awards the contract to **DARK HORSE SECURITY AGENCY, INC.** for the **Procurement of Lot D of Supplies, Services, and Equipment for International Cable Landing Stations (ICLS), Repeater Facilities Stations (RFS), and Luzon Bypass Infrastructure (LBI) Operations**, in the amount of **Seven Million Six Hundred Twenty Three Thousand Four Hundred Eighty Two Pesos and 45/100 (Php7,623,482.45)**, inclusive of all applicable taxes and fees.

You are therefore required, within ten (10) calendar days from the receipt of this Notice of Award, to:

1. Formally enter into contract with BCDA and comply with all the documentary requirements; and
2. Post a Performance Security denominated in Philippine Peso in any of the form and in the amount stipulated in Section 39.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 which shall be posted in favor of BCDA and which shall remain valid until the issuance of Certificate of Final Acceptance, as follows:

<b>FORM OF PERFORMANCE SECURITY</b>	<b>AMOUNT OF PERFORMANCE SECURITY</b> (Equal to Percentage of the Total Contract Price)
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)


b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)

Failure to enter into said contract and/or provide the Performance Security shall constitute sufficient ground for cancellation of the award.


Please indicate your "Conforme" by signing in the space provided for below and return the same to BCDA after signing.

Thank you.

Very truly yours,

  
**AILEEN ANUNCIACION R. ZOSA**  
Executive Vice President / Chief Operations Officer  
Date: \_\_\_\_\_

Conforme:

  
**MR. JASPER LLEWELLYN Z. SY**  
Authorized Representative  
Date: \_\_\_\_\_

# OTHER DOCUMENTS

# COPY OF FINANCIAL PROPOSAL

**Addressed to:** BACG SECRETARIAT  
BCDA BIDS AND AWARDS COMMITTEE FOR  
GOODS

**Name of Contract to be Bid:** PROCUREMENT OF SERVICES, SUPPLIES AND  
EQUIPMENT FOR THE INTERNATIONAL CABLE  
LANDING STATIONS (ICLS), REPEATER STATION  
FACILITIES (RFS), AND LUZON BYPASS  
INFRASTRUCTURE (LBI) OPERATIONS

**Name & Address of Bidder:** DARK HORSE SECURITY AGENCY, INC.  
RM. 317 SIR WILLIAM'S HOTEL, TIMOG AVE.,  
SOUTH TRIANGLE, QUEZON CITY

**Name & Address of Procuring Entity:** BASES CONVERSION AND DEVELOPMENT  
AUTHORITY  
BACG SECRETARIAT  
BCDA BIDS AND AWARDS COMMITTEE FOR  
GOODS  
BCDA Corporate Center, 2<sup>nd</sup> Flr., Bonifacio  
Technology Center, 31<sup>st</sup> St., cor., 2<sup>nd</sup> Ave.,  
Bonifacio Global City, Taguig City

**Reference/Lot:** LOT D - SECURITY SERVICES OF  
INTERNATIONAL CABLE  
LANDING AND REPEATER STATIONS

DO NOT OPEN BEFORE 10:00 AM OF FEBRUARY 9, 2021



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
 Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

February 8, 2021

## BASES CONVERSION AND DEVELOPMENT AUTHORITY

2<sup>nd</sup> Floor Bonifacio Technology Center 31<sup>st</sup> St.,  
 cor. 2<sup>nd</sup> Ave., Bonifacio Global City Taguig  
 City, Metro Manila 1634

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin No. BAC-G LBI 2021-001, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **LOT D - Security Services for the International Cable Landing Stations and Repeater Stations** in conformity with the said Bidding Documents for the sum of **Seven Million Six Hundred Twenty Three Thousand Four Hundred Eighty Two Pesos and 45/100 Only**, the detail of which are shown in the table below:

AOR No.	Area Covered	Contract Rate Per Guard	No. of Guards	Total Bid Amount in Figures (for the first Year)	Total Bid Amount in Words (For the 1st Year)
Cluster 1 A	International Cable Landing Station, California Avenue, Brgy San Francisco, San Fernando City, La Union	18,407.66	8 ✓	1,767,135.65	Seven Million Six Hundred Twenty Three Thousand Four Hundred Eighty Two Pesos and 45/100 Only
Cluster 1 B	Repeater Station, Barangay Cataguintan, Rosario, La Union	18,407.66	4 ✓	883,567.82	
Cluster 1 C	Repeater Station, Brgy Poblacion, Sta. Maria, Pangasinan	18,407.66	4 ✓	883,567.82	
Cluster 2 A	International Cable Landing Station, ATC Compound, Brgy Calabuanan, Baler, Aurora	19,952.61	8 ✓	1,915,450.21	
Cluster 2 A	Repeater Station, Brgy Tulat, San Jose City, Nueva Ecija	22,643.34	4 ✓	1,086,880.47	
Cluster 2 B	Repeater Station, Brgy Marikit, Pantabangan, Nueva Ecija	22,643.34	4 ✓	1,086,880.47	
Total			32	7,623,482.45	

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.


No commissions or gratuities were paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract.

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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 8th day of February, 2021.

  
\_\_\_\_\_  
**JASPER LLEWELLYN Z. SY, AUTHORIZED SIGNATORY**

Duly authorized to sign Bid for and on behalf of **DARK HORSE SECURITY AGENCY  
INC.**





# DARK HORSE SECURITY AGENCY, INC.

32F Liberty Avenue, Brgy. Socorro, Cubao Quezon City  
 Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## BID PRICE & DERIVATION OF PRICE

### I. COMPONENT 1: SECURITY GUARD WITH STANDARD PACKAGE REQUIREMENT

#### Area of Responsibility (AOR) :

- A. International Cable Landing Station, California Avenue, Brgy San Francisco, San Fernando City, La Union
- B. Repeater Station, Barangay Cataguintan, Rosario, La Union
- C. Repeater Station, Brgy Poblacion, Sta. Maria, Pangasinan

Reference : Cluster 1

Hours Work : Eight (8) Hours

### COST BREAKDOWN

<b>AMOUNT DIRECTLY TO GUARD</b>	
New Daily Wage (DW)	340.00
COLA	-
New Daily Wage	340.00
Average Pay/Month (DW x #of days per year/12mos)	11,157.67
13th Month Pay (DWx365/12/12)	861.81
Night Differential (Ave Pay per Mo.x10%x1/2)	371.92
Five (5) Days Incentive Pay (DW+COLAx5/12)	141.67
COLA (P___ X 377/12)	-
Uniforms (R.A. 5407)	100.00
Overtime Pay	-
Sub - Total	<b>12,633.06</b>
<b>AMOUNT TO GOVERNMENT IN FAVOR OF GUARD</b>	
Retirement Benefit (R.A. 7641)	637.50
State Insurance Fund	10.00
SSS Premium	960.00
Philhealth Contribution	167.37
Pag-Ibig Fund (RA 7742)	100.00
Sub - Total	<b>1,874.87</b>
<b>A TOTAL AMOUNT TO GUARD AND GOVERNMENT</b>	<b>14,507.93</b>
<b>B AGENCY FEE - ADMIN OVERHEAD AND MARGIN</b>	<b>3,481.90</b>
<b>C VALUE ADDED TAX (AGENCY FEE x 12% AS PER VAT RMC-39-200</b>	<b>417.83</b>
<b>D BID PROPOSAL: CONTRACT RATE PER GUARD</b>	<b>18,407.66</b>

### II. COMPONENT 2: SPECIAL EQUIPMENTS & SERVICES REQUIREMENTS

III. TOTAL BID PROPOSAL FOR COMPONENTS 1 AND 2 3,534,271.29

Submitted by:

  
 \_\_\_\_\_  
**JASPER LLEWELLYN Z. SY**

Authorized Representative

Date:

\_\_\_\_\_



# DARK HORSE SECURITY AGENCY, INC.

32F Liberty Avenue, Brgy. Socorro, Cubao Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## BID PRICE & DERIVATION OF PRICE

### I. COMPONENT 1: SECURITY GUARD WITH STANDARD PACKAGE REQUIREME

Area of Responsibility (AOR) :

A. International Cable Landing Station, ATC Compound, Brgy  
Calabuanan, Baler, Aurora

Reference : Cluster 2

Hours Work : Eight (8) Hours

### COST BREAKDOWN

<u>AMOUNT DIRECTLY TO GUARD</u>	
New Daily Wage (DW)	369.00
COLA	-
New Daily Wage	369.00
Average Pay/Month (DW x #of days per year/12mos)	12,109.35
13th Month Pay (DWx365/12/12)	935.31
Night Differential (Ave Pay per Mo.x10%x1/2)	403.65
Five (5) Days Incentive Pay (DW+COLAx5/12)	153.75
COLA (P___ X 377/12)	-
Uniforms (R.A. 5407))	100.00
Overtime Pay	-
Sub - Total	13,702.06
<u>AMOUNT TO GOVERNMENT IN FAVOR OF GUARD</u>	
Retirement Benefit (R.A. 7641)	691.88
State Insurance Fund	10.00
SSS Premium	1,040.00
Philhealth Contribution	181.64
Pag-Ibig Fund (RA 7742)	100.00
Sub - Total	2,023.52
A TOTAL AMOUNT TO GUARD AND GOVERNMENT	15,725.57
B AGENCY FEE - ADMIN OVERHEAD AND MARGIN	3,774.14
C VALUE ADDED TAX (AGENCY FEE x 12% AS PER VAT RMC-39-2007)	452.90
D BID PROPOSAL: CONTRACT RATE PER GUARD	19,952.61

### II. COMPONENT 2: SPECIAL EQUIPMENTS & SERVICES REQUIREMENTS

III. TOTAL BID PROPOSAL FOR COMPONENTS 1 AND 2 1,915,450.21

Submitted by:

  
\_\_\_\_\_  
JASPER LLEWELLYN Z. SY  
Authorized Representative

Date:

\_\_\_\_\_



# DARK HORSE SECURITY AGENCY, INC.

32F Liberty Avenue, Brgy. Socorro, Cubao Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## BID PRICE & DERIVATION OF PRICE

### I. COMPONENT 1: SECURITY GUARD WITH STANDARD PACKAGE REQUIREMENT

Area of Responsibility (AOR) :

- A. Repeater Station, Brgy Tulat, San Jose City, Nueva Ecija
- B. Repeater Station, Brgy Marikit, Pantabangan, Nueva Ecija

Reference : Cluster 2

Hours Work : Eight (8) Hours

### COST BREAKDOWN

<b>AMOUNT DIRECTLY TO GUARD</b>	
New Daily Wage (DW)	420.00
COLA	-
New Daily Wage	<u>420.00</u>
Average Pay/Month (DW x #of days per year/12mos)	13,783.00
13th Month Pay (DWx365/12/12)	1,064.58
Night Differential (Ave Pay per Mo.x10%x1/2)	459.43
Five (5) Days Incentive Pay (DW+COLAx5/12)	175.00
COLA (P___ X 377/12)	-
Uniforms (R.A. 5407)	100.00
Overtime Pay	-
Sub - Total	<u>15,582.02</u>
<b>AMOUNT TO GOVERNMENT IN FAVOR OF GUARD</b>	
Retirement Benefit (R.A. 7641)	787.50
State Insurance Fund	10.00
SSS Premium	1,160.00
Philhealth Contribution	206.75
Pag-Ibig Fund (RA 7742)	100.00
Sub - Total	<u>2,264.25</u>
A TOTAL AMOUNT TO GUARD AND GOVERNMENT	17,846.27
B AGENCY FEE - ADMIN OVERHEAD AND MARGIN	4,283.10
C VALUE ADDED TAX (AGENCY FEE x 12% AS PER VAT RMC-39-2007)	513.97
D BID PROPOSAL: CONTRACT RATE PER GUARD	<u>22,643.34</u>

### II. COMPONENT 2: SPECIAL EQUIPMENTS & SERVICES REQUIREMENTS

III. TOTAL BID PROPOSAL FOR COMPONENTS 1 AND 2 2,173,760.94

Submitted by:

  
\_\_\_\_\_  
JASPER LLEWELLYN Z. SY  
Authorized Representative

Date:

\_\_\_\_\_

# COPY OF ELIGIBILITY DOCUMENTS

Addressed to: BACG SECRETARIAT  
BCDA BIDS AND AWARDS COMMITTEE FOR  
GOODS

Name of Contract to be Bid: PROCUREMENT OF SERVICES, SUPPLIES AND  
EQUIPMENT FOR THE INTERNATIONAL CABLE  
LANDING STATIONS (ICLS), REPEATER STATION  
FACILITIES (RFS), AND LUZON BYPASS  
INFRASTRUCTURE (LBI) OPERATIONS

Name & Address of Bidder: DARK HORSE SECURITY AGENCY, INC.  
RM. 317 SIR WILLIAM'S HOTEL, TIMOG AVE.,  
SOUTH TRIANGLE, QUEZON CITY

Name & Address of Procuring Entity: BASES CONVERSION AND DEVELOPMENT  
AUTHORITY  
BACG SECRETARIAT  
BCDA BIDS AND AWARDS COMMITTEE FOR  
GOODS  
BCDA Corporate Center, 2<sup>nd</sup> Flr., Bonifacio  
Technology Center, 31<sup>st</sup> St., cor., 2<sup>nd</sup> Ave.,  
Bonifacio Global City, Taguig City

Reference/Lot: LOT D - SECURITY SERVICES OF  
INTERNATIONAL CABLE  
LANDING AND REPEATER STATIONS

DO NOT OPEN BEFORE 10:00 AM OF FEBRUARY 9, 2021

Republic of the Philippines  
Department of Budget and Management  
PROCUREMENT SERVICE

**CERTIFICATE OF PHILGEPS REGISTRATION  
(Platinum Membership)**

*THIS IS TO CERTIFY THAT*

**DARK HORSE SECURITY AGENCY INC.**  
TIMOG AVENUE SOUTH TRIANGLE,  
Quezon City, Metro Manila, NCR, Philippines

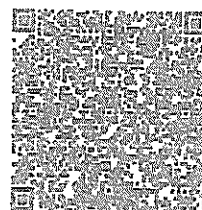
*is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on 29-Jul-2017 pursuant to Section 8.5 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.*

*This further certifies that **DARK HORSE SECURITY AGENCY INC.** has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof. The Procuring Entity reserves the right to verify, validate and ascertain the authenticity, completeness and truthfulness of all the submitted documents during the post-qualification process.*

*This Certificate is valid until 27-Nov-2021*

Issued this 26th day of November 2020.

This is a system generated certificate. No signature is required.



## REMINDERS <sup>1</sup>

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*

# List of Eligibility Documents

of

**DARK HORSE SECURITY AGENCY INC.**  
 TIMOG AVENUE SOUTH TRIANGLE ,  
 Quezon City , Metro Manila , NCR , Philippines

<b>SEC Certificate</b>	Registration Date : 25-Oct-2013 SEC Certificate Number : CS201320797
<b>Mayors Permit</b>	Expiration Date : 31-Dec-2020 Permit Number : 14001867 Place of Issue : BUSINESS PERMITS AND LICENSING DEPART MENT QC Issued By / Signatory : MA. MARGARITA T. SANTOS CITY GOVERNMENT DEPARTMENT HEAD III Issuance Date : 18-Jan-2020
<b>Tax Clearance</b>	Expiration Date : 17-Sep-2021 TCC Number : 07A-039-09-17-R1590-2020 Issued By / Signatory : MARIVIC G. TULIO CHIEF, COLLECTION DIVISION Issuance date : 17-Sep-2020
<b>Audited Financial Statement</b>	Date of Filing : 09-Jun-2020 Current Asset : 5,764,950.00 Total Asset : 10,811,602.00 Current Liabilities : 697,979.00 Total Liabilities : 1,855,259.00 Name of Auditor : ALEXANDER T. DIZON BIR RDO Code : 039
<b>PCAB License</b>	Expiration Date : - Issued By / Signatory : Issuance Date : - License Number : License First Issue Date : - Principal Classification : Category :



REPUBLIC OF THE PHILIPPINES  
**SECURITIES AND EXCHANGE COMMISSION**  
SEC Building, EDSA, Greenhills  
City of Mandaluyong, Metro Manila

COMPANY REG. NO. CS201320797  
COMPANY TIN 008-647-757

### CERTIFICATE OF INCORPORATION

KNOW ALL PERSONS BY THESE PRESENTS:

This is to certify that the Articles of Incorporation and By-Laws of

**DARK HORSE SECURITY AGENCY INC.**

were duly approved by the Commission on this date upon the issuance of this Certificate of Incorporation in accordance with the Corporation Code of the Philippines (Batas Pambansa Big.68), and copies of said Articles and By-Laws are hereto attached.

This Certificate grants juridical personality to the corporation but does not authorize it to undertake business activities requiring a Secondary License from this Commission such as, but not limited to acting as: broker or dealer in securities, government securities eligible dealer (GSED), investment adviser of an investment company, close-end or open-end investment company, investment house, transfer agent, commodity/financial futures exchange/broker/merchant, financing company, pre-need plan issuer, general agent in pre-need plans and time shares/club shares/membership certificates issuers or selling agents thereof. Neither does this Certificate constitute as permit to undertake activities for which other government agencies require a license or permit.

As a registered corporation, it shall submit annually to this Commission the reports indicated at the back of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed at Mandaluyong City, Metro Manila, Philippines, this 25<sup>th</sup> day of October, Twenty Thirteen.

  
FERDINAND B. SALES

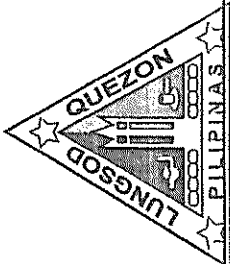
Acting Director

Company Registration and Monitoring Department

For SEC use only:  
CS2009 (FSC AG revised)

TRUE COPY  
AUG 17 2013





Republic of the Philippines  
**QUEZON CITY**  
 Metro Manila  
 BUSINESS PERMITS AND LICENSING DEPARTMENT  
 Telephone No.: 988-4242 Loc. 8174 / 8282



**PERMIT TO OPERATE**

Mayor's Permit No. <b>14-001867</b>	Type of Application <b>RENEWAL</b>	Official Receipt No. <b>B-2020-000-076-0001058</b>	Amount Paid <b>45,008.71</b>
Date Issued <b>01/18/2020</b>	Date Expires <b>December 31, 2020</b>	Period Covered <b>1-4 2020</b>	Date of Payment <b>01/11/2020</b>

Owner's Name  
**DARK HORSE SECURITY AGENCY INC.**

Business Name  
**DARK HORSE SECURITY AGENCY INC.**

Kind of Business  
**#317 3F SIR WILLIAMS HOTEL, TIMOG AVE., SOUTH TRIANGLE, 4**

Address

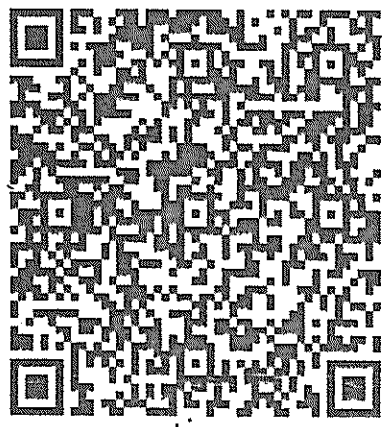
NCY	Requirements	Clearance No.	Validity
	<b>Ancillary Clearance</b>		
	Locational Certificate (CPDO)		
	Fire Safety Inspection Certificate(BFP)		
	Sanitary Permit(CHD)		
	Barangay Clearance (BC)		
	Certificate of Accreditation from		
	Traffic Clearance(DPOS)		
	TCT/Tax Declaration/Most recent contract		
	Others (If lessor, copy of updated RPT p.		
	Environmental Clearance(EPWMD)		
	Occupational Permit of employees(BPLD)		
Area of Establishment <b>22 sqm.</b>	Total No. of Employees	TIN: <b>008-647-757</b>	
Male: <b>4</b>	Female: <b>0</b>		

**16 AS CITED AT THE BACK\*\*WITH PSA REG. LTO NO. PSA-R-14-165478-2177 VALID UNTIL APRIL 2, 2021\*\*SUBMIT DPOS W/IN 30 DAYS NON COMPLIANCE REVOKES THIS PERMIT\*\***

Certified Copy of Official  
 Copy On File  
 MA. LIZAH AFRICA  
 OIC - Records & Statistics Division  
 For and by the Authority of the City Mayor:

*For Copy On File*  
*08-11-21*

**MA. JOSEFINA G. BELMONTE**



NSFERABLE AND VALID ONLY WITH CORRESPONDING OFFICIAL RECEIPTS SHOWING OF PERMIT FEES AND CITY TAXES. ERASURE/ALTERATIONS WILL INVALIDATE THIS PERMIT. TO RENEW THIS BUSINESS PERMIT/LICENSE WITHIN THE PRESCRIBED PERIOD SHALL THE TAXPAYER TO A TWENTY-FIVE PERCENT (25%) SURCHARGE OF THE PERMIT FEE. MIT SHALL BE POSTED CONSPICUOUSLY AT THE PLACE OF BUSINESS AND SHALL BE ED AND/OR SURRENDERED TO CONCERNED AUTHORITIES UPON DEMAND. HER THIS PERMIT WITHIN 20 DAYS UPON CLOSURE OF BUSINESS TO AVOID PENALTY. TO COMPLIANCE TO ORDINANCES RELATED TO CONDUCT OF BUSINESS.

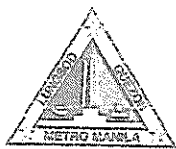
**MA. MARGARITA T. SANTOS**  
 City Government Department Head III



**OFFICIAL RECEIPT**  
 Republic of the Philippines  
 Office of the City Treasurer  
 Quezon City



<b>Computerized Official Receipt</b>		<b>ORIGINAL</b>
Date: <i>2024-02-28</i>		<b>No. A5COR8351513-5</b>
Machine Validation No. <i>12345678901234567890</i>		➔
Bill Number <i>123456789012345678901234</i>		
Payor: <i>DR. EDGAR T. VILLANUEVA</i>		
NATURE OF COLLECTION	FUND AND ACCOUNT CODE	AMOUNT
<i>PROPERTY TAX</i>		<i>2,000.00</i>
<i>WATER TAX</i>		<i>47,638.56</i>
<i>SEWERAGE TAX</i>		<i>2,000.00</i>
<i>TRASH TAX</i>		<i>400.00</i>
<i>REGISTRATION TAX</i>		<i>50.00</i>
<i>PROPERTY TAX</i>		<i>20.00</i>
<i>WATER TAX</i>		<i>1.00</i>
<i>SEWERAGE TAX</i>		<i>50.00</i>
<i>TRASH TAX</i>		<i>250.00</i>
<i>REGISTRATION TAX</i>		<i>500.00</i>
<i>PROPERTY TAX</i>		<i>0.00</i>
<i>WATER TAX</i>		<i>0.00</i>
<i>SEWERAGE TAX</i>		<i>100.00</i>
<i>TRASH TAX</i>		<i>0.00</i>
<b>TOTAL</b> ➔		<b>0.00</b>
Amount in Words: <i>0.00</i>		<i>0.00</i>
Received: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Treasury Warrant <input type="checkbox"/> Money Order		Received the Amount stated above, <i>0.00</i> <i>0.00</i> <i>0.00</i>
Treasury Warrant, Check, Money Order Number		 <b>EDGAR T. VILLANUEVA</b> City Treasurer
Date of Treasury Warrant, Check, Money Order		
Note: Write the number and date of this receipt on the back of the treasury warrant, check or money order received.		



REPUBLIC OF THE PHILIPPINES  
QUEZON CITY, METRO MANILA  
OFFICE OF THE CITY TREASURER



BUSINESS  
TAX BILL

NAME OF TAXPAYER

DAK WARRS SECURITY AGENCY INC.

BILLING NO.

1723293

LOCATION/ADDRESS

10101 DAHURI WING, HOTEL, TIME+AVE., SOUTH CYBERLAND

DATE BILLED

07/15/2011

ASSESSED BY

KIND OF FEETAX	TAX DUE	OTHER TAX	TOTAL
MAJOR PERMIT			2,800.00
CITY TAX			47,400.00
CARRIAGE FEE			2,000.00
MILITARY FEE			450.00
BUILDING INSP. FEE			50.00
ELECTRICAL INSP. FEE			20.00
PLUMBING INSP. FEE			7.00
SIGNBOARD			50.00
NEW REGISTRATION PLATE - 100000			250.00
SECURITY INTEREST			585.00
TOURISM			0.00
CHRD			0.00
ADJUSTMENT			100.00
DISCOUNT			0.00
PENALTY FOR DELINQUENCY			0.00
ADJUSTMENT FOR TOURISM			0.00
SPECIAL PERMIT			0.00
ADDITIONAL FEE			0.00
OTC			0.00
NSIT 12/2011			2,600.00
			832.00

Total Due and Payable

TAXPAYER REFERENCE

BILL NO: 1-20-1-01-01-26-00240

TOTAL: →

56,700.00

MP NO: 14-00180

BUSINESS NAME: DAK WARRS SECURITY AGENCY INC.

BILL YEAR: 2002

LAST PAYMENT: 2008 11 01/11/2008

BUSINESS ACTIVITY

SECURITY AGENCY

GROSS RECEIPTS

NON-ESSENTIAL

ESSENTIAL

0.00

0.00

0.00

0.00

0.00

0.00

REMARKS: NONE

REMARKS For others:

BILLING VERIFIED BY:

*[Signature]*  
1-28-21

RECOMMENDING APPROVAL BY:

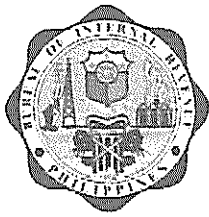
*[Signature]*  
EDGAR T. VILLANUEVA  
CITY TREASURER



APPROVED BY:

*[Signature]*  
MA. JOSEFINA G. BELMONTE  
CITY MAYOR

ORIGINAL TAXPAYER'S COPY



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FINANCE  
**BUREAU OF INTERNAL REVENUE**  
REVENUE REGION NO. 7A  
Quezon City  
Collection Division

PANANAW  
2020

## CERTIFICATION

This is to certify that **Dart Horse Security Agency Inc.** (TIN: 008-647-757-000) was issued with Tax Clearance on September 17, 2020 with TCC No. 07A-039-09-17-R1590-2020 (Pursuant to EO No. 398) for bidding.

Certification is being issued upon the request of the Company President, Mr. Gil C. Bermudez in connection to its application to secure a Certified True Copy of the Tax Clearance Certificate for bidding purposes.

Issued this 12th day of October, 2020.

  
MARIVIC G. TULIO  
Chief, Collection Division



NOT VALID  
WITHOUT BIR  
DRY SEAL

Certification Fee: P 100.00  
OR No: ACF201400486516  
Date: October 09, 2020



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FINANCE  
**BUREAU OF INTERNAL REVENUE**  
REVENUE REGION 7A- QUEZON CITY

TCC NO.07A- 039- 09-17-R1590-2020

# TAX CLEARANCE CERTIFICATE

(Pursuant to Executive Order No. 398)

## DARK HORSE SECURITY AGENCY INC.

Name of Taxpayer

RM 317 SIR WILLIAM'S HOTEL TIMOG AVE. SOUTH TRIANGLE QUEZON CITY  
1103

Address

**008-647-757-000**

Taxpayer Identification Number

This is to certify that the above mentioned taxpayer is eligible for issuance of this Tax Clearance Certificate having satisfied all the criteria set forth by the BIR as of the date of this certification pursuant to Revenue Regulations No. 8-2016, as amended.

Tax liabilities recorded after the aforesaid dates or outside the jurisdiction of this Office are not covered by this tax clearance.

Issued this 17th day of September, 2020.

NOTE: THIS CERTIFICATE SHALL BE VALID AND EFFECTIVE FROM DATE OF ISSUE UNTIL SEPTEMBER 17, 2021 ONLY OR UNTIL REVOKED, WHICHEVER COMES EARLIER. THIS SHALL NOT BE USED ON SALES/TRANSFER OF REAL PROPERTIES. CERTIFICATION FEE OF P100 WAS PAID ON SEPTEMBER 16, 2020. UNDER EFPS PAYMENT TRANSACTION NUMBER: 206684724. ANY ERASURE MADE ON THIS TCC SHALL RENDER IT NULL AND VOID.

NOT VALID  
WITHOUT BIR  
DRY SEAL

  
**MARIVIC G. TULIO**  
CHIEF, COLLECTION DIVISION



**WARNING: Counterfeiting is punishable by law. For authenticity, please visit BIR website [www.bir.gov.ph/index.php/tax-clearance/released-tax-clearance.html](http://www.bir.gov.ph/index.php/tax-clearance/released-tax-clearance.html). Tax Clearance Certificate (for bidding purposes) not listed/pasted herein will be deemed to have originated from an illegal source.**



**BIR Payment was successful.**

Your Transaction Reference Number is BIR-061120-144541-01780535

### BIR Payment Details

Reference Number	BIR-061120-144541-01780535
Account	1983011302 (PHP) · AGENCY DARK H
Current Balance	PHP 49,627.66
Available Balance	PHP 49,627.66
Amount Due	PHP 35,736.00
Actual Amount Paid	PHP 35,736.00
Filing Reference Number	122000036173979
Payment Transaction Number	204697562
TIN	008647757000
Branch Number	000
RDO Code	039
Taxpayer's Name	DARK HORSE SECURITY AGENCY INC.
Tax Type	IT
Tax Return Period	12312019
Quarter	0
Remarks	



For BIR Use Only BCS/Item

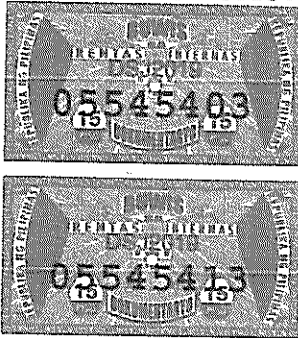
1702-RT06/13P1

Republika ng Pilipinas Kagawaran ng Pananalapi Kawanihan ng Rentas Internas		<b>Annual Income Tax Return</b> For Corporation, Partnership and Other Non-Individual Taxpayer Subject Only to REGULAR Income Tax Rate <i>Enter all required information in CAPITAL LETTERS. Mark applicable boxes with an "X".          Two Copies MUST be filed with the BIR and one held by the taxpayer.</i>			BIR Form No. <b>1702-RT</b> June 2013 Page 1
1 For Calendar Fiscal	3 Amended Return?	4 Short Period Return?	5 Alphanumeric Tax Code (ATC)		
2 Year Ended (MM/20YY)	Yes No	Yes No	IC055 Minimum Corporate Income Tax (MCIT)		
12 2019					

Part I - Background Information			
8 Taxpayer Identification Number (TIN)	000 - 947 - 757 - 000	7 RDO Code	039
9 Date of Incorporation/Organization (MM/DD/YYYY)			
9 Registered Name (Enter only 1 letter per box using CAPITAL LETTERS)	DARK HORSE SECURITY AGENCY INC.		
10 Registered Address (Indicate complete registeral address)	RM 317 SIR WILLIAM'S HOTEL TIMOG AVE. SOUTH TRIANGLE QUEZON CITY		
11 Contact Number	12 Email Address		
89116471	delosrayes_damie@yahoo.com		
13 Main Line of Business	14 PSIG Code		
INVESTIGATION, SECURITY ACTIVITIES	7492		
15 Method of Deductions	Itemized Deductions [Section 34 (A-J), NIRC]	Optional Standard Deduction (OSD) - 40% of Gross Income [Section 34(L), NIRC as amended by RA No. 9504]	

Part II - Total Tax Payable (Do NOT enter Centavos)	
16 Total Income Tax Due (Overpayment) (From Part IV Item 44)	153,134
17 Less: Total Tax Credits/Payments (From Part IV Item 45)	117,386
18 Net Tax Payable (Overpayment) (Item 16 Less Item 17) (From Part IV Item 46)	35,736
19 Add: Total Penalties (From Part IV Item 50)	0
20 TOTAL AMOUNT PAYABLE (Overpayment) (Sum of Item 18 and 19) (From Part IV Item 51)	35,736
21 If Overpayment, mark "X" one box only (Once the choice is made, the same is irrevocable)	
To be refunded	To be issued a Tax Credit Certificate (TCC)
<input type="checkbox"/>	<input checked="" type="checkbox"/>
To be carried over as tax credit next year/quarter	
<input type="checkbox"/>	<input type="checkbox"/>

We declare under the penalties of perjury, that this annual return has been made on good faith, verified by us, and to the best of our knowledge and belief, a true and correct pursuant to the provisions of the National Internal Revenue Code, as amended, and the regulations issued under authority thereof, of Authorized Representative, official authorization letter and reflects TMS.			
Signature over printed name of President/Principal Officer/Authorized Representative			
Signature over printed name of Treasurer/Accounting Officer			
Title of Signatory	Number of pages filed		
	8		
22 Number	SEC Reg No.	23 Date of Issue (MM/DD/YYYY)	24 Amount, if CTC
0000000000	20132709	10/25/2013	0
Part III - Details of Payment			
Bank/Agency	Number	Date (MM/DD/YYYY)	Amount
			0
			0
			0
Receipts Details (if not filed with an Authorized Agent Bank)			Stamp of receiving Office/AAB and Date of Receipt (RO's Signature/Bank Teller's Initial)

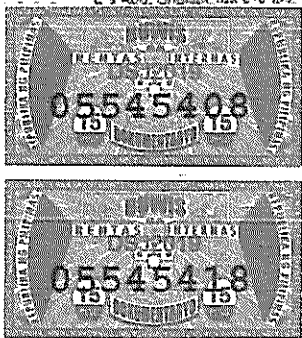


CERTIFIED TRUE COPY  
VERIFIED FROM DATA BASE

DOC. LOC. NO. 03972006790025  
BATCH NO. 2003973857

PHILIP DEMETRIO M. VIDUYA  
Revenue Officer

<b>Annual Income Tax Return</b> Page 2		BIR Form No. <b>1702-RT</b> June 2013		1702-RT06/13P2	
Taxpayer Identification Number (TIN) 008 - 847 - 752 - 090			Registered Name DARK HORSE SECURITY AGENCY INC.		
Part IV - Computation of Tax (Do NOT enter Centavos)					
30 Net Sales/Revenues/Receipts/Fees (From Schedule 1 Item 6)				7,201,549	
31 Less: Cost of Sales/Services (From Schedule 2 Item 27)				2,340,744	
32 Gross Income from Operation (Item 30 Less Item 31)				4,860,805	
33 Add: Other Taxable Income Not Subjected to Final Tax (From Schedule 3 Item 4)				0	
34 Total Gross Income (Sum of Items 32 & 33)				4,860,805	
Less: Deductions Allowable under Existing Law					
35 Ordinary Allowable Itemized Deductions (From Schedule 4 Item 40)				4,350,359	
36 Special Allowable Itemized Deductions (From Schedule 5 Item 5)				0	
37 NOL CO (only for those taxable under Sec. 27(A to C); Sec. 28(A)(1) & (A)(6)(b) of the tax Code) (From Schedule 6A Item 6D)				0	
38 Total Itemized Deductions (Sum of Items 35 to 37)				4,350,359	
OR in case taxable under Sec 27(A) & 28(A)(1)					
39 Optional Standard Deduction (10% of Item 34)				0	
40 Net Taxable Income (Item 34 Less Item 38 OR 39)				510,446	
41 Income Tax Rate				30.0%	
42 Income Tax Due other than MCIT (Item 40 x Item 41)				153,134	
43 Minimum Corporate Income Tax (MCIT) (2% of Gross Income in Item 34)				97,216	
44 Total Income Tax Due (Normal Income Tax in Item 42 or MCIT in Item 43, whichever is higher) (To part II Item 16)				153,134	
45 Less: Total Tax Credits/Payments (From Schedule 7 Item 12) (To Part II Item 17)				117,398	
46 Net Tax Payable (Overpayment) (Item 44 Less Item 45) (To Part II Item 18)				35,736	
Add Penalties					
47 Surcharge				0	
48 Interest				0	
49 Compronta				0	
50 Total Penalties (Sum of Items 47 to 49) (To part II Item 19)				0	
51 Total Amount Payable (Overpayment) (Sum Item 46 & 50) (To Part II Item 20)				35,736	
Part V - Tax Relief Availment (Do NOT enter Centavos)					
52 Special Allowable Itemized Deductions (30% of Item 35)				0	
53 Add: Special Tax Credits (From Schedule 7 Item 8)				0	
(Sum of Items 52 & 53)				0	
Part VI - Information - External Auditor/Accredited Tax Agent					
credited Tax Agent					
		58 TIN		187 - 095 - 487 - 000	
External Auditor is a Partnership)					
		59 Issue Date (MM/DD/YYYY)		61 Expiry Date (MM/DD/YYYY)	
- 001 - 2019		05/30/2019		03/28/2022	




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BATCH NO. 2009973857

*[Signature]*  
**PHILIP DELA CRUZ M. VIDUYA**  
Revenue Officer



<b>Annual Income Tax Return</b> Page 3 - Schedules 1 & 2		BIR Form No. <b>1702-RT</b> June 2013	 1702-RT06/13P3
Taxpayer Identification Number (TIN) 008 - 647 - 757 - 000		Registered Name DARK HORSE SECURITY AGENCY INC.	

Schedule 1 - Sales/Revenues/Receipts/Fees (Attach additional sheet/s, if necessary)	
1 Sale of Goods/Properties	7,201,549
2 Sale of Services	0
3 Lease of Properties	0
4 Total (Sum of Items 1 to 3)	7,201,549
5 Less: Sales Returns, Allowances and Discounts	0
6 Net Sales/Revenues/Receipts/Fees (Item 4 Less Item 5) (To Part IV Item 30)	7,201,549

Schedule 2 - Cost of Sales (Attach additional sheet/s, if necessary)

Schedule 2A - Cost of Sales (For those Engaged in Trading)	
1 Merchandise Inventory - Beginning	0
2 Add: Purchases of Merchandise	0
3 Total Goods Available for Sale (Sum of Items 1 & 2)	0
4 Less: Merchandise Inventory, Ending	0
5 Cost of Sales (Item 3 Less Item 4) (To Schedule 2 Item 27)	0

Schedule 2B - Cost of Sales (For those Engaged in Manufacturing)	
6 Direct Materials, Beginning	0
7 Add: Purchases of Direct Materials	0
8 Materials Available for Use (Sum of Items 6 & 7)	0
9 Less: Direct Materials, Ending	0
10 Raw Materials Used (Item 8 Less Item 9)	0
11 Direct Labor	0
12 Manufacturing Overhead	0
13 Total Manufacturing Cost (Sum of Items 10, 11 & 12)	0
14 Add: Work in Process, Beginning	0
15 Less: Work in Process, Ending	0
16 Cost of Goods Manufactured (Sum of Items 13 & 14 Less Item 15)	0
17 Finished Goods, Beginning	0
18 Less: Finished Goods, Ending	0
19 Cost of Goods Manufactured and Sold (Sum of Items 16 & 17 Less Item 18) (To Sched. 2 Item 27)	0


Schedule 2C - Cost of Services (Indicate only those directly incurred or related to the gross revenue from rendition of services)	
20 Compensation and Benefits	748,771
21 Depreciation and Facilities	928,104
22	189,743
23	0
24	0
25	478,128
26 Items 20 to 25) (To Item 27)	2,340,744
27 (Sum of Items 5, 19 & 26, if applicable) (To Part IV Item 31)	2,340,744



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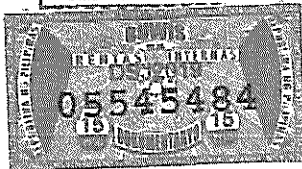
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BATCH NO. 200 2975857

  
PHILIP DELACRUZ M. VIDUYA  
Revenue Officer

<b>Annual Income Tax Return</b> Page 4 - Schedules 3 & 4		BIR Form No. <b>1702-RT</b> June 2013	 1702-RT06/13P4
Taxpayer Identification Number (TIN) 008 - 647 - 757 - 000		Registered Name DARK HORSE SECURITY AGENCY INC.	


Schedule 3 - Other Taxable Income Not Subjected to Final Tax (Attach additional sheet/s, if necessary)	
1	0
2	0
3	0
4 Total Other Taxable Income Not Subjected to Final Tax (Sum of Items 1 to 3) (To Part IV Item 33)	0

Schedule 4 - Ordinary Allowable Itemized Deductions (Attach additional sheet/s, if necessary)	
1 Advertising and Promotions	0
Amortizations (Specify on Items 2, 3 & 4)	
2	0
3	0
4	0
5 Bad Debts	0
6 Charitable Contributions	0
7 Commissions	0
8 Communication, Light and Water	364,628
9 Depletion	0
10 Depreciation	1,038,291
11 Director's Fees	0
12 Fringe Benefits	0
13 Fuel and Oil	584,156
14 Insurance	12,500
15 Interest	75,420
16 Janitorial and Messangerial Services	0
17 Losses	0
18 Management and Consultancy Fee	0
19 Miscellaneous	238,547
20 Office Supplies	301,557
21 Other Services	0
	0
	243,000
22 Labor & Materials	0
23 (Supplies)	269,857
	71,631
	0
	0
	893,812



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 BATCH NO. 200970857

  
 PHILIP BENIGNO M. VIDUYA  
 Revenue Officer

<b>Annual Income Tax Return</b> Page 5 - Schedules 4, 5 & 6		BIR Form No. <b>1702-RT</b> June 2013	
Taxpayer Identification Number (TIN) 008 - 647 - 757 - 000		Registered Name DARK HORSE SECURITY AGENCY INC.	

Schedule 4 - Ordinary Allowable Itemized Deductions (Continued from Previous Page)	
30 Security Services	0
31 SSS, GSIS, Philhealth, HDMF and Other Contributions	0
32 Taxes and Licenses	47,749
33 Tolling Fees	0
34 Training and Seminars	0
35 Transportation and Travel	119,001
Others (Specify below; Add additional sheet(s), if necessary)	
36	0
37	0
38	0
39	0
<b>40 Total Ordinary Allowable Itemized Deductions (Sum of Items 1 to 39) (To Part IV Item 35)</b>	<b>4,350,359</b>

Schedule 5 - Special Allowable Itemized Deductions (Attach additional sheet/s, if necessary)		
Description	Legal Basis	Amount
1		0
2		0
3		0
4		0
<b>5 Total Special Allowable Itemized Deductions (Sum of Items 1 to 4) (To Part IV Item 36)</b>		<b>0</b>

Schedule 6 - Computation of Net Operating Loss Carry Over (NOLCO)	
1 Gross Income (From Part IV Item 34)	0
2 Less: Total Deductions Exclusive of NOLCO & Deduction Under Special Law	0
<b>3 Net Operating Loss (To Schedule 6A)</b>	<b>0</b>


Schedule 6A - Computation of Available Net Operating Loss Carry Over (NOLCO)		
Year Incurred	Net Operating Loss	
	A) Amount	B) NOLCO Applied Previous Year
4	0	0
5	0	0
6	0	0
	0	0



in numbers continue from the table above)		
	D) NOLCO Applied Current Year	E) Net Operating Loss (Unapplied)
	0	0
	0	0
	0	0
	0	0
137)	0	0

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 BATCH NO. 2003973067

  
**PHILIP DEMETRIO M. VIDUYA**  
 Revenue Officer

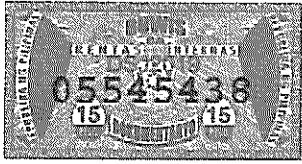
<b>Annual Income Tax Return</b> Page 6 - Schedules 7, 8 & 9		BIR Form No. <b>1702-RT</b> June 2013	 1702-RT06/13P6
Taxpayer Identification Number (TIN) 005 - 647 - 757 000		Registered Name DARK HORSE SECURITY AGENCY INC.	

Schedule 7 - Tax Credits/Payments (attach proof) (Attach additional sheets, if necessary)	
1 Prior Year's Excess Credits Other Than MCIT	0
2 Income Tax Payment under MCIT from Previous Quarter/s	0
3 Income Tax Payment under Regular/Normal Rate from Previous Quarter/s	7,897
4 Excess MCIT Applied this Current Taxable Year (From Schedule 8 Item 4F)	0
5 Creditable Tax Withheld from Previous Quarter/s per BIR Form No. 2307	109,501
6 Creditable Tax Withheld per BIR Form No. 2307 for the 4th Quarter	0
7 Foreign Tax Credits, if applicable	0
8 Tax Paid in Return Previously Filed, if this is an Amended Return	0
9 Special Tax Credits (To Part V Item 53)	0
Other Credits/Payments (Specify)	0
10	0
11	0
12 Total Tax Credits/Payments (Sum of Items 1 to 11) (To Part IV Item 4E)	117,398

Schedule 8 - Computation of Minimum Corporate Income Tax (MCIT)			
Year	A) Normal Income Tax as Adjusted	B) MCIT	C) Excess MCIT over Normal Income Tax
1	0	0	0
2	0	0	0
3	0	0	0

Continuation of Schedule 8 (Line numbers continue from table above)				
	D) Excess MCIT Applied/Used for Previous Years	E) Expired Portion of Excess MCIT	F) Excess MCIT Applied this Current Taxable Year	G) Balance of Excess MCIT Allowable as Tax Credit for Succeeding Years
1	0	0	0	0
2	0	0	0	0
3	0	0	0	0
4 Total Excess MCIT (Sum of Column for Items 1F to 3F) (To Schedule 7 Item 4)			0	


Schedule 9 - Reconciliation of Net Income per Books Against Taxable Income (Attach additional sheets, if necessary)	
1 Net Income/(Loss) per books	510,446
Add: Non-deductible Expenses/Taxable Other Income	0
2	0
	510,446
3 and Income Subjected to Final Tax	0
	0
	0
	0
	0
(Item 4 Less from 3)	510,446



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 DOC. LOC. NO. 209E0006790025  
 BATCH NO. 203973857

*[Signature]*  
**PHILIP DEL ROSARIO M. VIDUYA**  
 Revenue Officer



<b>Annual Income Tax Return</b> Page 8 - Schedules 12 & 13		BIR Form No. <b>1702-RT</b> June 2013	
Taxpayer Identification Number (TIN) 008 - 647 - 757 - 000		Registered Name DARK HORSE SECURITY AGENCY INC.	

**Schedule 12 - Supplemental Information (Attach additional sheets, if necessary)**

I) Gross Income/Receipts Subjected to Final Withholding	A) Exempt	B) Actual Amount/Fair Market Value/Net Capital Gains	C) Final Tax Withheld/Paid
1 Interests	0	0	0
2 Royalties	0	0	0
3 Dividends	0	0	0
4 Prizes and Winnings	0	0	0

II) Sale/Exchange of Real properties	A) Sale/Exchange #1	B) Sale/Exchange #2
5 Description of Property (e.g. land, improvement, etc.)		
6 OCT/TCT/CCT/Tax Declaration No.		
7 Certificate Authorizing Registration (CAR) No.		
8 Actual Amount/Fair Market Value/Net Capital Gains		
9 Final Tax Withheld/Paid		

III) Sale/Exchange of Shares of Stock	A) Sale/Exchange #1	B) Sale/Exchange #2
10 Kind (PS/CS)/Stock Certificate Series No.		
11 Certificate Authorizing Registration (CAR) No.		
12 Number of Shares		
13 Date of Issue (MM/DD/YYYY)		
14 Actual Amount/Fair Market Value/Net Capital Gains		
15 Final Tax Withheld/Paid		

IV) Other Income (Specify)	A) Other Income #1	B) Other Income #2
16 Other Income Subject to Final Tax Under Sections 57(A)127/others of the Tax Code, as amended (Specify)		
17 Actual Amount/Fair Market Value/Net Capital Gains		
18 Final Tax Withheld/Paid		

19 Total Final Tax Withheld Paid (Sum of Items 1C to 4C, 9A, 9B, 15A, 15B, 18A & 18B) 0

**Schedule 13 - Gross Income/Receipts Exempt from Income Tax**

1 Return of Premium (Actual Amount/Fair Market Value) 0

I) Personal/Real Properties Received thru Gifts, Bequests, and Devices	A) Personal/Real Properties #1	B) Personal/Real Properties #2
(Improvement, etc.)		
(CAR) No.		



II) Other Exempt Income	A) Other Exempt Income #1	B) Other Exempt Income #2
2 Other Exempt Income (Specify)		
3 Net Capital Gains		

4 Income Tax (Sum of Items 1, 5A, 5B, 7A & 7B) 0

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**PHILIP DEMETRIO M. VIDUYA**  
Revenue Officer



# A.T. DIZON ACCOUNTING & MANAGEMENT SERVICE

ACCOUNTING

• AUDIT

• TAX

• CONSULTING

BOA, BIR & CDA ACCREDITED

## Report of Independent Auditor

The Board of Directors  
**DARK HORSE SECURITY AGENCY INC.**  
Room 317, Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City

## Report on the Audit of the Financial Statements

### Opinion

I have audited the financial statements of **DARK HORSE SECURITY AGENCY INC.** which comprise the statements of financial position as at December 31, 2019 and 2018, and the statements of income, statements of changes in equity and statements of cash flows for the years then ended, and notes to the financial statements, including a summary of accounting policies.

In my opinion, the accompanying financial statements present fairly, in all material respects, the financial position of **DARK HORSE SECURITY AGENCY INC.** as at December 31, 2019 and 2018, and its financial performance and its cash flows for the years then ended in accordance with Philippine Financial Reporting Standards for Small Entities (PFRSs for SE).

### Basis

I have conducted my audit in accordance with Philippine Standards on Auditing (PSAs). My responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. I am independent of the Company in accordance with the Code of Ethics for Professional Accountants in the Philippines together with ethical requirements that are relevant to my audit of the financial statements in the Philippines, and I have fulfilled my ethical responsibilities in accordance with these requirements and the Code of Ethics. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

### Responsibilities of Management and Those Charged with Governance for the Financial



responsible for the preparation and fair presentation of the financial statements in PFRSs, and for such internal control as management determines is necessary for the preparation of financial statements that are free from material mistakes, whether intentional or unintentional.

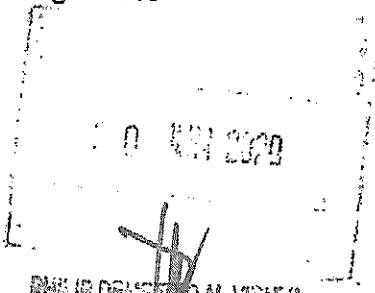


In the preparation of financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management concludes otherwise.

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PHILIP DELA CRUZ M. VIDUYA

2nd Flr. Annex Raha Sulayman Building, 108 Benavides Street, Legaspi Village, Makati City  
Tel. No.: 801-1160 • Telefax No.: 811-3235 • Email: atd\_ams@yahoo.com

management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

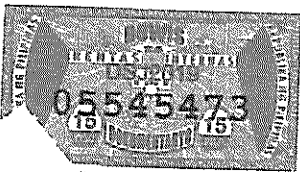
Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with PSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with PSAs I exercise professional judgment and maintain professional skepticism throughout the audit. I also:

- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
  - Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
  - Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
  - Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in my auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to my opinion. My conclusions are based on the audit evidence obtained up to the date of my auditor's report. However, future events or conditions may cause the ease or to continue as a going concern.
- overall presentation, structure and content of the financial statements, disclosures, and whether the financial statements represent the transactions and events in a manner that achieves fair presentation.

With those charged with governance regarding, among other matters, the nature, timing and extent of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.




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PHILIP DEMETRIO M. VIDUYA  
Revenue Officer



## Report on Other Legal and Regulatory Requirements

My audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The supplementary information required by the Bureau of Internal Revenue on taxes and licenses disclosed in the notes to the financial statements is presented for purposes of additional analysis and is not required part of financial statements prepared in accordance with Philippine Financial Reporting Standards for Small and Medium-sized Entities. Such supplementary information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.



ALEXANDER T. DIZON

CPA Registration No. 0044167

TIN 107-095-487

PTR No. MKT 8135320, January 15, 2020

BOA No. 2850, September 26, 2018, to July 23, 2021

BIR No. 08-003852-001-2019, September 30, 2019, to September 29, 2022

2<sup>nd</sup> Floor, Raha Sulayman Building  
Benavidez Street, Legaspi Village  
Makati City

March 9, 2020



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PHILIP BENITEZ M. VIDUYA  
Revenue Officer



# A.T. DIZON ACCOUNTING & MANAGEMENT SERVICES

ACCOUNTING


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## Report of Independent Certified Public Accountant to Accompany Income Tax Return

The Board of Directors  
**DARK HORSE SECURITY AGENCY INC.**  
Room 317, Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City

I have audited the financial statements of DARK HORSE SECURITY AGENCY INC. for the year ended December 31, 2019, on which I have rendered the attached report dated March 9, 2020.

In compliance with Revenue Regulation V-20, I am stating that I am not related by consanguinity or affinity to the president, manager or principal stockholders of the company.

  
**ALEXANDER T. DIZON**  
CPA Registration No. 0044167  
TIN 107-095-487

PTR No. MKT 8135320, January 15, 2020  
BOA No. 2850, September 26, 2018, to July 23, 2021  
BIR No. 08-003852-001-2019, September 30, 2019, to September 29, 2022


2<sup>nd</sup> Floor, Raha Sulayman Building  
Benavidez Street, Legaspi Village  
Makati City

March 9, 2020



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PHILIP DEANE M. VIDUYA  
Revenue Officer

2<sup>nd</sup> Flr. Annex Raha Sulayman Building, 108 Benavidez Street, Legaspi Village, Makati City  
Tel. No.: 801-1160 • Telefax No.: 811-3235 • Email: atd\_ams@yahoo.com



# A.T. DIZON ACCOUNTING & MANAGEMENT SERVICES


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## Supplemental Statement of Independent Auditor

The Board of Directors  
**DARK HORSE SECURITY AGENCY INC.**  
Room 317, Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City

I have audited the financial statements of DARK HORSE SECURITY AGENCY INC. for the year ended December 31, 2019, on which I have rendered the attached report dated March 9, 2020.

In compliance with SRC Rule 68, I am stating that the said company has a total number of five (5) stockholders owning one hundred (100) or more shares each as of December 31, 2019, as disclosed in the notes to the financial statements.

  
**ALEXANDER T. DIZON**  
CPA Registration No. 0044167  
TIN 107-095-487  
PTR No. MKT 8135320, January 15, 2020  
BOA No. 2850, September 26, 2018, to July 23, 2021  
BIR No. 08-003852-001-2019, September 30, 2019, to September 29, 2022

2nd Floor, Raha Sulayman Building  
Benavidez Street, Legaspi Village  
Makati City

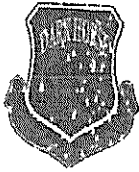
March 9, 2020



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**PHILIP DELA CRUZ M. VIDUYA**  
Revenue Officer



# DARK HORSE Security Agency, Inc.

## STATEMENT OF MANAGEMENT'S RESPONSIBILITY FOR ANNUAL INCOME TAX RETURN

The Management of DARK HORSE SECURITY AGENCY INC. is responsible for all information and representations contained in the Annual Income Tax Return for the year ended December 31, 2019. Management is likewise responsible for all information and representations contained in the financial statements accompanying the Annual Income Tax Return covering the same reporting period. Furthermore, the Management is responsible for all information and representations contained in all the other tax returns filed for the reporting period, including, but not limited, to the value-added tax and/or percentage tax returns, withholding tax returns, documentary stamp tax returns, and any and all other tax returns.

In this regard, the Management affirms that the attached audited financial statements for the year ended December 31, 2019 and the accompanying Annual Income Tax Return are in accordance with the books and records of DARK HORSE SECURITY AGENCY INC. complete and correct in all material respects. Management likewise affirms that:

- (a) the Annual Income Tax Return has been prepared in accordance with the provisions of the National Internal Revenue Code, as amended, and pertinent tax regulations and other issuances of the Department of Finance and the Bureau of Internal Revenue;
- (b) any disparity of figures in the submitted reports arising from the preparation of financial statements pursuant to financial accounting standards and the preparation of the income tax return pursuant to tax accounting rules has been reported as reconciling items and maintained in the company's books and records in accordance with the requirements of Revenue Regulations No.8-2007 and other pertinent issuances;

DARK HORSE SECURITY AGENCY INC. has filed all applicable tax returns, reports and statements required to be filed under Philippine tax laws for the reporting period, and all taxes and other impositions shown thereon to be due and payable have been paid for the reporting period, except those contested in good faith.



*Gilbert Bermudez*  
GILBERT C. BERMUDEZ  
 President

*Gilbert Joseph F. Bermudez*  
GILBERT JOSEPH F. BERMUDEZ  
 Treasurer

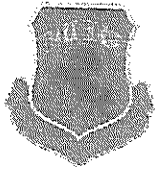
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*Philip Delacruz M. Viduya*  
PHILIP DELACRUZ M. VIDUYA  
 Revenue Officer



# DARK HORSE Security Agency, Inc.

## STATEMENT OF MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL STATEMENTS

The management of DARK HORSE SECURITY AGENCY INC. is responsible for the preparation and fair presentation of the financial statements including the schedules attached therein, for the year ended December 31, 2019, in accordance with the prescribed financial reporting framework indicated therein, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable matters related to going concern and using the concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

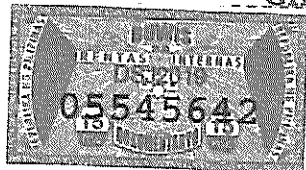
The Board of Directors is responsible for overseeing the Company's financial reporting process.

The Board of Directors reviews and approves the financial statements including the schedules attached therein, and submits the same to the stockholders and members.

ALEXANDER T. DIZON, the independent auditor appointed by the stockholders, has audited the financial statement of the company in accordance with Philippine Standards on Auditing, and in its report to the stockholders or members, has expressed its opinion on the fairness of presentation upon completion of such audit.

  
GIL C. BERMUDEZ  
President

  
GILBERT JOSEPH F. BERMUDEZ  
Treasurer



AND SWORN to before me a Notary Public for in the City of \_\_\_\_\_, Metro Manila, this \_\_\_\_\_ affiant being personally and signed this instrument in my presence and avowed under penalty of perjury of the contents thereof.

NOTARY PUBLIC

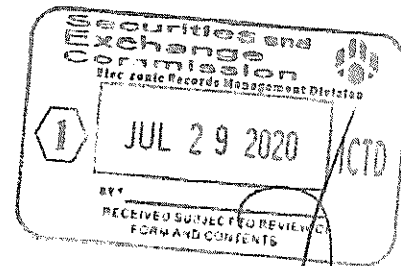
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PHILIP DELACRUZ M. VIDUYA  
Revenue Officer

**DARK HORSE SECURITY AGENCY INC.**  
**STATEMENT OF FINANCIAL POSITION**  
 December 31, 2019 and 2018  
 (Amount in Philippine Pesos)



	Notes	2019	2018
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash and cash Equivalents	4 P	3,610,754	P 3,190,587
Trade and other receivables	5	1,908,140	1,972,863
Other Current Assets	6	246,056	262,878
<b>Total Current Assets</b>		<b>5,764,950</b>	<b>5,426,328</b>
<b>Non-current Assets</b>			
Property and Equipment-net	7	4,979,902	5,522,376
Other non-current assets	8, 16	66,750	66,750
<b>Total Non-Current Assets</b>		<b>5,046,652</b>	<b>5,589,126</b>
<b>Total assets</b>		<b>P 10,811,602</b>	<b>P 11,015,453</b>

**LIABILITIES AND STOCKHOLDERS' EQUITY**

<b>Current Liabilities</b>			
Trade and other Payables	9 P	394,619	P 402,423
Loans Payable	10	303,360	303,360
		697,979	705,783
<b>Non-current Liabilities</b>			
Loans Payable	10	657,280	960,640
Advances from stockholders	17	500,000	3,000,000
<b>Total Liabilities</b>		<b>1,855,259</b>	<b>4,666,423</b>
<b>Stockholders' Equity</b>			
Capital Stock - P100 par value	11		
Authorized - 200,000 shares			
Issued - 72,500 shares		7,250,000	5,000,000
Retained Earnings		1,706,343	1,349,031
<b>Total Stockholders' Equity</b>		<b>8,956,343</b>	<b>6,349,031</b>
<b>Liabilities and stockholders' equity</b>		<b>P 10,811,602</b>	<b>P 11,015,454</b>

See accompanying Notes to Financial Statements



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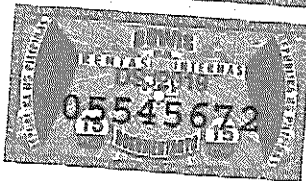
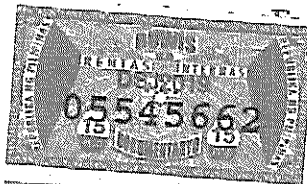
*[Signature]*  
 PHILIP DEL ROSARIO M. VICUÑA  
 Revenue Officer

**DARK HORSE SECURITY AGENCY INC.**  
**STATEMENT OF INCOME**  
 For the Years Ended December 31, 2019 and 2018

(Amount in Philippine Pesos)

	Notes	2019		2018
Revenue	12	P 7,201,549	P	4,856,496
Cost of Sales	13	2,340,744		1,487,804
Gross Profit		4,860,805		3,368,692
Gross Income		4,860,805		3,368,692
Operating Expenses	14			
Administrative Expenses		4,111,812		2,943,977
Other Expenses		238,547		29,563
Operating Expenses		4,350,359		2,973,540
Income from Operations		510,446		395,152
Expense	18	153,134		118,546
		357,312		276,606

Refer to the Notes to Financial Statements



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*[Signature]*  
 PHILIP BENEZIO M. VIDUYA  
 Revenue Officer

**DARK HORSE SECURITY AGENCY INC.**  
**STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
 For the Years Ended December 31, 2019 and 2018

	Notes	2019	2018
<b>CAPITAL STOCK</b>			
Authorized to issue 200,000 shares at P100 par value	11		
50,000 shares issued	P	5,000,000	P 3,000,000
Subscriptions and Issuances		2,250,000	2,000,000
Balance at end of year		7,250,000	5,000,000
<b>RETAINED EARNINGS</b>			
Balance at beginning of year		1,349,031	1,072,424
Net Income (Loss)		357,312	276,606
Balance at end of year		1,706,343	1,349,031
	P	8,956,343	P 6,349,031



*ing Notes to Financial Statements*



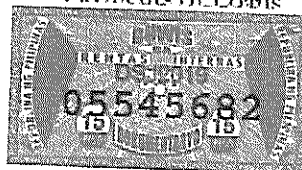
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*[Signature]*  
**PHILIP DELA CRUZ M. VIDUYA**  
 Revenue Officer



**RK HORSE SECURITY AGENCY INC.**  
**STATEMENTS OF CASH FLOWS**  
 the Years Ended December 31, 2019 and 2018

	2019		2018
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Income before tax	P 510,446	P	395,152
Adjustments for:			
Depreciation and amortization	1,228,032		1,036,582
Operating income before working capital changes	1,738,478		1,431,734
Change/(increase) in:			
Receivables	64,722		(347,837)
Other Current Assets	16,822		(171,848)
Change/(decrease) in:			
Trade and other Payables	(7,804)		28,064
Loans Payable	-		164,622
Cash generated from from operations activities	1,812,219		1,104,735
Income Tax Expense	153,134		118,546
Cash generated from from operations activities	1,659,085		986,190
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Payments to property and equipment	(685,558)		(2,410,115)
Cash used in investing activities	(685,558)		(2,464,865)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Proceeds from:			
Advances from stockholders	(2,500,000)		-
Payments of Loans	(303,360)		960,640
Payments to capital stock	2,250,000		-
Activities	(553,360)		960,640
SH	420,167		(518,035)
OF YEAR	3,190,587		3,708,623
R	P 3,610,754	P	3,190,587



See accompanying Notes to Financial Statements  
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*[Signature]*  
**PHILIP DELA CRUZ M. VIDUYA**  
 Revenue Officer

**DARK HORSE SECURITY AGENCY INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2019 AND 2018**  
*(Amounts in Philippine Pesos)*

**Corporate Information**

Dark Horse Security Agency Inc. (The Company) is engaged in the operation of security agency. The Company was registered with the Securities and Exchange Commission on October 25, 2013 under SEC Registration No. CS201420797.

The registered office of the Company which is also its principal place of business is located at Room 311 Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City. The Company adopted a calendar year accounting period. The Company was registered as VAT Taxpayer with the Bureau of Internal Revenue (BIR) on February 28, 2015 and was assigned Taxpayer Identification No. 007-828-232-000, at Revenue District Office 040.

The financial statements of the Company for the year ended December 31, 2019 were approved by the Board of Directors and authorized for issue on March 9, 2020. The board of directors is still empowered to make revisions on the financial Statements even after the date of issue.

**2. Summary of Significant Accounting Policies**

**(a) Basis of Preparation and Statement of Compliance**

The financial statements of the Company have been prepared in compliance with Philippine Financial Reporting Standard for Small Entities (PFRS for Small Entities) issued by the Financial Reporting Standards Council and adopted by the Securities & Exchange Commission (SEC).

The PFRS for Small Entities was approved for adoption by Philippine Financial Reporting Standards Council on December 13, 2017 and by the Securities & Exchange Commission (SEC) on March 22, 2018 under SEC Memorandum Circular No. 5 (Series of 2018). The PFRS for Small Entities is effective for annual periods beginning on or after January 1, 2019. Earlier adoption is permitted.

The PFRS for Small Entities reduced options for accounting treatment, eliminated topics that are no longer generally relevant to small entities, simplified methods for recognition and measurement, and reduced disclosure requirements.

Small entities are those that meet all of the following criteria:

- a) Total assets of between P3.0 million to P100.0 million or total liabilities of P3.0 million to P100.0 million. If the entity is a parent company, the said amounts shall be based on the consolidated figures;
- b) Are not required to file financial statements under Part II of SRC Rule 68;
- c) Are not in the process of filing their financial statements for the purpose of issuing any class of instruments in public market;
- d) Are not holder of secondary licenses issued by regulatory agencies.

The company meets all of the above criteria and adopts the Philippine Financial Reporting Standard for Small Entities (PFRS for Small Entities) starting annual period ending January 31, 2019.

There is no transition adjustments on the company's shift from PFRS for SME to PFRS for Small Entities.

### Measurement Bases

The financial statements are presented in Philippine Peso, the Company's functional currency. All values are in absolute amounts, except when otherwise stated.

The financial statements have been prepared on a historical cost basis. Historical cost is generally based on the fair value of the consideration given in exchange for an asset. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the transaction date.

### (c) Basic Financial Instruments

The Company recognizes a financial asset and a financial liability only when the Company becomes a party to the contractual provisions of a financial instrument.

When a financial asset or financial liability is recognized initially, the Company measures it at the transaction price and subsequently measures at its amortized cost using the effective interest method, except for financial assets measured at fair value which are subsequently measured at fair value.

1. *Cash in Banks.* Cash in banks is stated at face amount, earns interest at the prevailing bank deposit rate and is immediately available for use in the current operations.
2. *Trade and Other Receivables.* Trade and other receivables are recognized initially at transaction price. These are subsequently measured at the undiscounted amount of the cash or other consideration expected to be received, less any provision for impairment. Provision for impairment on trade and other receivables is recognized in statement of income, when there is objective evidence that the amount of trade and other receivables may not be recoverable.
3. *Refundable Deposits.* Refundable deposits pertain to payments to lessor on lease agreements entered by the Company. These are initially measured at fair value and subsequently measured at the undiscounted amount of cash or other consideration expected to be received at the end of the term.
4. *Trade and Other Payables.* Trade and other payables are obligations of the Company that are incurred during its normal operating cycle and are noninterest-bearing. These are recognized initially at the transaction price and subsequently measured at the undiscounted amount of cash or consideration expected to be paid.
5. *Loans Payable* are recognized initially at the transaction price, that is, the present value of cash payable to the bank, including transaction cost. Borrowings are subsequently stated as amortized cost. Interest expense is recognized on the basis of the effective interest method and is included in finance cost. Borrowings are classified as current liabilities unless the company has an unconditional right to defer settlement of the liability for at least 12 months after the reporting date.

### (d) Other Current Assets

Includes prepaid income tax, current portion of deferred input value added tax and current input VAT for remittance to the tax agency.

1. *Prepaid Income Tax* consist of creditable withholding tax (CWT) and overpayments of income tax. CWT pertains to tax withheld and remitted to the Bureau of Internal Revenue (BIR) by the customers or clients of the company and is deducted from income tax payable on the same year the revenue was recognized. Prepaid income taxes are carried forward to be utilized in succeeding years.
2. *Deferred Input VAT* pertains to the input VAT on purchases of capital goods with an aggregate acquisition cost in each of the calendar month exceeding 1,000,000 that are claimed as credit against output VAT over 60 months or the estimated useful lives of capital goods, whichever is shorter.

## Property and Equipment

Property and equipment are stated at cost less accumulated depreciation, amortization, and any impairment in value.

The initial cost of property and equipment comprises its purchase price (after deducting trade discounts and rebates), including import duties and purchase taxes, and any directly attributable costs of bringing the asset to its working condition and location for its intended use.

Expenditures incurred after the property and equipment have been put into operation, such as repairs, maintenance, and overhaul costs, are normally recognized in profit or loss in the year the costs are incurred. In situations where it can be clearly demonstrated that the expenditures have resulted in an increase in the future economic benefits expected to be obtained from the use of an item of property and equipment beyond its originally assessed standard of performance, the expenditures are capitalized as additional costs of property and equipment. The cost of replacing a component of an item of property and equipment is recognized if it is probable that the future economic benefits embodied within the component will flow to the Company, and its cost can be measured reliably. The carrying amount of the replaced component is derecognized.

When significant parts of an item of property and equipment have different useful lives, these are accounted for as separate items (major components) of property and equipment.

Depreciation and amortization are calculated on a straight-line basis over the following estimated useful lives of the property and equipment:

	<u>Number of Years</u>
Building	20
Transportation equipment	5
Computer equipment	3
Leasehold improvements	5 or lease term, whichever is shorter
Store equipment	3
Furniture and fixtures	3

The estimated useful lives and depreciation and amortization method are reviewed at each reporting date to ensure that these are consistent with the expected pattern of economic benefits from items of property and equipment.

When assets are retired or otherwise disposed of, the cost and the related accumulated depreciation, amortization and any impairment in value are removed from the accounts. Any resulting gain or loss is recognized in profit or loss.

### **(f) Impairment of Non-Financial Assets**

The carrying amounts of the Company's nonfinancial assets are reviewed at each reporting date to determine if there is any indication of impairment. If any such indication exists, the asset's recoverable amount is estimated.

The recoverable amount of an asset is the greater of its value in use and fair value less costs to sell. Value in use is the present value of future cash flows expected to be derived from an asset while fair value less cost to sell is the amount obtainable from the sale of an asset in an arm's length transaction between knowledgeable and willing parties less costs of disposal. In assessing value in use, the estimated future cash flows are discounted to their present values using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks

to the asset. Any impairment loss is recognized in profit or loss if the carrying amount exceeds the recoverable amount.

Impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount.

An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined (net of depreciation and amortization) had no impairment loss been recognized.

**(g) Equity**

*Capital Stock.* Capital stock is measured at par value for all shares issued and subscribed.

*Retained Earnings.* Retained earnings represent the cumulative balance of net income or loss, net of any dividend declaration. Unappropriated retained earnings pertain to the unrestricted portion available for dividend declaration, net of stock issuance costs. Appropriated retained earnings pertain to the restricted portion which is intended for expansion projects.

*Dividend Distribution.* Dividend distribution to the stockholders is recognized as a liability and deducted from equity in the year in which the dividends are approved for declaration by the BOD.

**(h) Revenue Recognition**

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Company and the amount of revenue can be measured reliably. Revenue is measured at the fair value of the consideration received or receivable, taking into account contractually defined terms of payment and excluding taxes or duties.

The Company is acting as a principal in all of its revenue arrangements.

The Company recognizes its revenues as follows:

*Sales.* Sales revenue is recognized upon the full rendition and acceptance of the services by the customer.

*Interest Income.* Interest income is recognized in profit or loss based on the prevailing bank deposit rates as it accrues, net of final tax.

**(i) Cost and Expense Recognition**

Costs and expenses are recognized in profit or loss when a decrease in future economic benefit related to a decrease in an asset or an increase of a liability has arisen that can be measured reliably.

1. *Cost of Services Sold* is recognized as expense when the related services are rendered to and accepted by customers.
2. *Operating Expenses.* Operating expenses constitute costs of administering the business and costs incurred to sell and market the goods. These are recognized in profit or loss as incurred.

**(j) Operating Lease**

Leases which do not transfer to the Company substantially all the risks and rewards of ownership of the asset are classified as operating lease. Operating lease payments are recognized as an expense in profit or loss on a straight-line basis, unless payments are structured to increase in line with expected general inflation or another systematic basis which is a better representative of the time pattern of the user's benefit.

## Taxes

1. *Current Income Tax.* Current tax assets and liabilities are measured at the amount expected to be recovered from or paid to the tax authority. The tax rates and tax laws used to compute the amount are those that have been enacted or substantively enacted at the reporting date.
2. *Deferred Income Tax.* Deferred tax is provided on all temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred tax liabilities are recognized for all taxable temporary differences. Deferred tax assets are recognized for all deductible temporary differences to the extent that it is probable that sufficient future taxable profits will be available against which the deductible temporary differences can be utilized. Deferred tax, however, is not recognized when it arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilized. Unrecognized deferred tax assets are reassessed at each reporting date and are recognized to the extent that it has become probable that future taxable profit will allow the deferred tax assets to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the period when the asset is realized or the liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted at the reporting date.

Deferred tax assets and liabilities are offset, if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

3. *Input Value-Added Tax (VAT).* Revenue, expenses, and assets are generally recognized net of the amount of VAT. The net amount of VAT payable to the taxation authority is included as part of "Trade and other payables" account in the statement of financial position.
4. *Deferred Input VAT.* Deferred input VAT pertains to the input VAT on purchases of capital goods with an aggregate acquisition cost in each of the calendar month exceeding 1,000,000 that are claimed as credit against output VAT over 60 months or the estimated useful lives of capital goods, whichever is shorter.
5. *Deferred Output VAT.* Output VAT pertains to the output VAT on uncollected sales receivables. As a Service Company, the company recognizes and remitted VAT at the time of the collection of the trade receivables and not at the time of billing the services rendered. Output tax on trade receivables are deferred until the same are collected. Upon collection of trade receivables, the company issues the related Official Receipts and the related deferred output tax is subsequently reversed.

### (I) Related Party Transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control. Related parties maybe or corporate entities. Transactions between related parties are accounted for at arm's-length prices or on terms similar to those offered to non-related parties in an economically comparable market.

## Provisions

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects current market assessment of the time value of money and, where appropriate, the risks specific to the liability. Where discounting is used, the increase in the provision due to the passage of time is recognized as an interest expense.

### (n) Contingencies

Contingencies are not recognized in the financial statements. These are disclosed unless the possibility of an outflow of resources embodying economic benefits is remote. Contingent assets are not recognized in the financial statements but are disclosed in the notes to financial statements when an inflow of economic benefits is probable.

### (o) Events After the Financial Reporting Year

Events after the reporting year that provide additional information about the Company's financial position at reporting date (adjusting events) are reflected in the financial statements. Events after the reporting year that are not adjusting events are disclosed in the notes to the financial statements when material.

## 3. Significant Judgment, Accounting Estimates, and Assumptions

The judgment, estimates, and assumptions used in the financial statements are based upon management's evaluation of relevant facts and circumstances as at the reporting date of the financial statements. While the Company believes that the assumptions are reasonable and appropriate, significant differences in the actual experience or significant changes in the assumptions may materially affect the estimated amounts. Actual results could differ from such estimates. The judgment, estimates, and underlying assumptions are reviewed on an on-going basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised and in any future periods affected.

### (a) Judgment

1. *Determining the Classification of Lease Commitment.* The Company, as a lessee, has operating lease agreements for its office space and branch sites. The Company has determined that the risks and rewards of ownership related to the leased properties are retained by the lessor. Accordingly, the leases are accounted for as operating leases.

### (b) Estimates and Assumptions

1. *Assessing Impairment of Trade and Other Receivables.* The Company reviews its trade and other receivables at each reporting date to assess whether objective evidence of impairment exists and to measure the amount of impairment loss that is required to be recognized in profit or loss. Management uses historical loss experience for assets with similar credit risk characteristics when estimating future cash flows and probable losses both on an individual credit basis and for the portfolio as a whole. The methodology and assumptions used for estimating both the amount and timing of future cash flows are reviewed regularly to reduce any differences between loss estimates and actual loss experience.

*Impairment of Inventories.* The Company determines if the estimated selling price less costs to complete and sell the inventories becomes lower than its cost due to damage, physical deterioration, obsolescence, changes in price levels, or other causes.

3. *Estimating Useful Lives of Property and Equipment.* The Company estimates the useful lives of property and equipment based on the period over which the assets are expected to be available for use and are updated if expectations differ from previous estimates due to physical wear and tear, technical and commercial obsolescence. The estimated useful lives and depreciation methods are reviewed periodically to ensure that these are consistent with the expected pattern of economic benefits from individual items of property and equipment.

There were no changes in the estimated useful lives of the Company's property and equipment during the subject year and the immediate preceding year.

4. *Assessing Impairment of Nonfinancial Assets.* Assessing nonfinancial assets for impairment includes considering certain indicators of impairment such as significant changes in asset usage, significant decline in market value, obsolescence, or physical damage of an asset. If such indicators are present and where the carrying amount of the asset exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

No impairment loss on nonfinancial assets was recognized by the Company during the current year and the immediate earlier year.

5. *Retirement Benefit Expense.* The Company accrues minimum retirement benefit liability in accordance with Republic Act (R.A.) No. 7641, "Retirement Pay Law," which requires a company to pay minimum retirement benefits to employees who retire after reaching the mandatory retirement age of 65 years old or the optional retirement age of 60 years old with at least five (5) years of service to the Company.

Due to undue cost or effort to use the projected unit credit method to measure its obligation and cost under the defined benefit plans, the Company ignores the following:

- estimated future salary increases (i.e., assume current salaries continue until current employees are expected to begin receiving post-employment benefits);
- future service of current employees (i.e., assume closure of the plan for existing as well as any new employees); and
- possible in-service mortality of current employees between the reporting date and the date employees are expected to begin receiving post-employment benefits (i.e., assume all current employees will receive the post-employment benefits).

Retirement benefit costs, which consist of current service cost and past service cost on the defined benefit obligation, are recognized in the statements of comprehensive income in the period in which they arise.

6. *Assessing Realizability of Deferred Tax Assets.* The Company reviews the carrying amounts of deferred tax assets at each reporting date and reduces the balance to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the deferred tax assets to be utilized.

#### 4. Cash & Cash Equivalents

The Cash and Cash equivalents as of December 31, 2019 are composed of the following:

	2019	2018
Cash In Bank	3,595,754	3,175,587
Petty Cash fund	15,000	15,000
	<u>3,610,754</u>	<u>3,190,587</u>



in banks generally earn interest at rates based on daily bank deposit rates and is immediately available for use in the Company's current operations.

### Trade and Other Receivables

This account comprises of the following items:

	2019	2018
Trade	1,830,555	1,824,863
Advances to the Security Guards	50,000	112,500
Advances to Officers & Employees	27,585	35,500
	1,908,140	1,972,863

Trade receivables are noninterest-bearing and generally collectible on a 30-day term.

Advances to officers, employees & security guards are noninterest-bearing and collectible through salary deduction of the officers and employees.

The summary of transactions in the Accounts Receivable account for the year appears as follows:

<u>Proof of Accounts Receivable Inclusive of VAT</u>	2019	2018
AR as of December 31, 2018	1,824,863	1,461,481
Sales Billed for the year 2019	8,065,755	5,439,276
Total Available	9,890,618	6,900,756
Less: Collections of AR in 2019	(8,060,042)	(5,075,893)
AR as of December 31, 2019	1,830,555	1,824,863

The company recognizes revenue on accrual basis. However, the related VAT output tax on sales is recognized on a cash basis or upon collection of sales and issuance of Official Receipts in compliance with the BIR regulations on companies rendering services.

### 6. Other Current Assets

The composition of this account are as follows:

	2019	2018
Deferred Input Tax	128,657	169,286
Creditable EWT - BIR Form 2307	109,501	88,435
Tax Payment for the first 3 quarters	7,897	5,157
	246,055	262,878

The Deferred Input Tax pertains to the acquisition of Vehicle equipment in the year 2018 with an estimated useful life of 5 years. In compliance with SEC. 4.110-3 of Revenue Regulation No. 16-2005, the input tax on the acquisition of capital goods with an aggregate cost exceeding P1,000,000 must be amortized or spread evenly over the estimated useful life of the capital good. Thus, the input tax on the acquisition of the said vehicle has been amortized or spread over as follows:

	2019	2018
Cost of Vehicle Equipment - Acquired in 2018	1,692,857	1,692,857
Input Tax on Vehicle (P1,692,857 x 12%)	203,143	203,143
LESS: Input Tax Charged in 2018 - 10 Months	(33,857)	(33,857)
Input Tax Charged in 2019 - 12 Months	(40,629)	
Balance of Input Tax deferred as of 12/31/18	128,657	169,286

Based on management's evaluation, no impairment losses on other current assets need to be recognized. The creditable expanded withholding tax shall be deducted against income tax due for payment on or before August 15, 2019.

## 7. Property and Equipment

The reconciliation of the carrying amounts at the end of the year and the gross carrying amounts and the accumulated depreciation and amortization of property and equipment is shown below:

	Firearms	Vehicle - Car	Vehicle - Motorcycle	Communication Equipment	Office Equipments	Resehold Improvements	Furniture & Fixtures	Total
Balance at 1/1/2019 - Net of accumulated. Depreciation								
Additions	1,709,151	1,822,592	219,792	632,215	559,718	505,309	73,599	5,522,376
Depreciation	157,558	721,081	49,778	32,183	21,603	526,692	159,556	685,557
Balance at 12/31/2019 - Net of accumulated. depreciation	1,551,593	1,101,511	170,013	600,032	538,115	874,212	144,425	4,979,902
December 31, 2019								
Cost	2,337,186	3,125,320	233,125	724,909	623,160	1,237,604	390,369	8,971,673
Accumulated depreciation	(785,594)	(2,323,809)	(63,112)	(124,877)	(85,045)	(363,392)	(245,944)	(3,991,771)
Net carrying amount	1,551,593	1,101,511	170,013	600,032	538,115	874,212	144,425	4,979,902
Balance at 1/1/2018 - Net of accumulated. Depreciation	1,740,597	781,242	-	616,761	460,209	412,587	143,456	1,498,642
Additions	120,000	1,692,857	233,125	59,000	113,264	195,867		2,416,113
Depreciation	151,446	651,337	13,333	28,546	18,746	107,147	69,857	1,036,512
Balance at 12/31/2018 - Net of accumulated depreciation	1,709,151	1,822,592	219,792	632,215	559,718	505,309	73,599	5,522,376
December 31, 2018								
Cost	2,337,186	3,425,320	233,125	724,909	623,160	711,602	230,813	8,286,115
Accumulated depreciation	(628,036)	(1,602,728)	(13,333)	(92,694)	(63,442)	(206,293)	(157,214)	(3,763,740)
Net carrying amount	1,709,151	1,822,592	219,792	632,215	559,718	505,309	73,599	5,522,376

## 8. Other Noncurrent Assets

This account consists of:

	2019	2018
Rental Deposits	66,750.00	66,750.00

## 9. Trade and Other Payables

This account consists of:

	2019	2018
Trade	18,578	48,500
Withholding Tax Payable - Expanded	1,013	1,013
VAT Payable	25,754	38,844
Deferred Output Tax	196,131	195,521
Income Tax Payable	153,134	118,546
	394,619	402,423

Trade and other payables are generally settled in varying periods within one (1) year depending on arrangements with suppliers.

Statutory payables include withholding taxes and output vat payable to be paid in the following month.

#### 10. Borrowing & Borrowing Cost

The company's loan as at December 31, 2019 appears as follow:

	2019	2018
Current	303,360	303,360
Non-Current	657,280	960,640
	960,640	1,264,000

The company has mortgaged its vehicle equipment to secure the above loan.

#### 11. Equity

##### Capital Stock

Movement in the capital stock are shown below::

	2019	2018
<b>Authorised Capital Stock</b>		
Peso Amount	20,000,000.00	20,000,000.00
Shares	200,000	200,000
Par Value Per Share	100.00	100.00
<b>Issued and Outstanding</b>		
Balance at beginning of year	5,000,000	3,000,000
Issuance	2,250,000	2,000,000
Balance at end of year	7,250,000	5,000,000

##### Retained Earnings

Movement in the retained earnings are shown below::

	2019	2018
Balance at beginning of year	1,349,031	1,072,424
Net Income (Loss)	357,312	276,606
Dividends	-	-
Balance at end of year	1,706,343	1,349,031

due

This account consists of the following:

	2019	2018
Agency Fee	7,201,549	4,856,496

The revenue of the company was derived from the agency fees paid by its clients for the provision of security services.

### 13. Cost of Services Sold

This account consists of the following:

		2019		2018
Depreciation - Firearms & Radios	P	189,741	P	179,992
Salaries & Wages		746,771		851,855
Ammunitions		228,591		25,463
Training Supplies & Materials		212,519		63,337
Uniforms		362,517		35,963
Repairs and Maintenance		138,519		117,462
Communications		249,537		141,638
Security Supplies		182,549		72,094
		<u>2,340,744</u>		<u>1,487,804</u>

### 14. Operating Expenses

This account consists of the following:

	Notes	2019	2018
<b>ADMINISTRATIVE EXPENSES</b>			
Salaries and Wages		983,812	649,180
Transportation		119,003	175,649
Rentals	16	243,000	193,500
Insurance		12,500	59,188
Communication		270,544	165,158
Interest Expense		75,420	62,850
Taxes and licenses	19	47,749	73,359
Light and water		94,284	
Depreciation		1,038,291	856,590
Representation		71,631	43,449
Gasoline & Fuel		584,156	418,563
Repairs & Maintenance - Supplies		269,857	57,893
Office supplies		301,567	188,599
		<u>4,111,312</u>	<u>2,943,977</u>
<b>OTHER EXPENSES</b>			
Miscellaneous		238,547	29,563

### 15. Retirement Benefits

The Company accrues minimum retirement benefit liability in accordance with Republic Act (R.A.) No. 7641, "Retirement Pay Law," which requires a company to pay minimum retirement benefits to employees who retire after reaching the mandatory retirement age of 65 years old or the optional retirement age of 60 years old with at least five (5) years of service to the Company.

As at December 31, 2019, the computed retirement benefit liability is only P73,241.00. The company did not recognize the said retirement benefit liability on its financial statements since management has assessed that the amount is very insignificant to report the same on its financial statements.

#### 16. Lease Commitments

The Company has operating lease agreements for its office space with original lease term of one year and are renewable upon mutual agreement of the parties.

Rent expense amounted for 2019 amounted to P243,000.00.

Refundable deposits amounted to P66,750.00 as at December 31, 2019 and 2018. This represents the lease deposit refundable without interest upon the expiration of the lease.

#### 17. Related Party Transactions

The table summarizes the Company's transactions with related parties as at and for the years ended December 31, 2019 and 2018:

	2019	2018
Beginning Balance	3,000,000	3,000,000
Add (Deduct): Amount of Transactions	(2,500,000)	-
Ending Balance	500,000	3,000,000

The advances to stockholder are non-interest bearing and payable upon demand depending on the cash requirement of the company. It was issued to stockholders without any collateral.

The key management personnel of the Company did not receive any compensation in 2019 and 2018.

#### 18. Income Tax

The components of the Company's income tax expense are as follows:

	2019
Sales	7,201,549
Cost of Sale	2,340,744
Gross Income	4,860,805
Deductions	4,350,359
Allowance on NOLCO	-
Taxable Income	510,446
Tax Rate	30%
Tax Due	153,134
MCIT	97,216
Tax Due	153,134
Payment for the first 3 quarters	(7,897)
Creditable tax withheld per BIR Form 2307	(100,501)
Total amount payable (overpayment)	35,735

#### 19. Supplementary Information Required by the Bureau of Internal Revenue (BIR)

On November 25, 2010, the BIR issued Revenue Regulation (RR) 15- 2010, which requires certain information on taxes, duties and license fees paid or accrued during the taxable year to be disclosed as part of the notes to financial statements. This supplemental information, which is an addition to the disclosure required under PFRS for SMEs, is presented as follows:

##### *Value Added Tax*

The details of Value Added Tax are broken down as follows:

	2019
Prior year Excess Input Tax	-
Output Taxes Declared during the year	
Output Taxes on Sales of Services	363,576
Input Taxes Declared during the year	
Input Taxes on Purchases of goods for sale	(168,508)
Input Taxes on Operating Expenses	(264,610)
Input Taxes on Purchases Acquisition of Equipments	(82,267)
Deferred Input Taxes Charged on Capital Goods exceeding P1M as per RR 16 2005	
Vehicle 2018 (Cost P1,896,000.00 x 12%/60 mos. X 12 mos )	(40,629)
VAT payments and credits	
VAT payments during the year	(307,562)
VAT Balance	0

##### Deferred Output Tax

As a Service Company, the company recognizes and remitted VAT at the time of the collection of trade receivables and not at the time of billing the services rendered. Output tax on trade receivables are deferred until the same are collected. Upon collection of trade receivables, the company issues the related Official Receipts and the related deferred output tax is subsequently reversed. The deferred output tax as of the end of the year is shown under trade and other payable in the balance sheet and

Disclosed under Item No. 9 of this notes to the financial statements and computed is as follows:

Balances - Deferred Output Tax	2019
Deferred Output tax - Beginning	195,521
Deferred Output tax - 2019 Sales	864,186
Deferred Output tax - 2019 Collections	<u>(863,576)</u>
Deferred Output tax - Ending	<u>196,131</u>

### *Taxes and Licenses*

The details of Taxes and Licenses account are broken down as follows:

	2019
Philippine National Police - Firearms License	
BIR Annual Registration	500
Community Tax Certificate	4,850
Business Permit -	40,099
Barangay Clearance	<u>2,300</u>
	<u>47,749</u>

### *Withholding Taxes*

The details of total withholding taxes for the year ended December 31, 2019 are as follows:

	2019
Expanded Tax	<u>12,150.00</u>

### *Deficiency Tax Assessment and Tax Cases*

The Company does not have any deficiency tax assessments with the BIR or tax cases outstanding or pending in courts or bodies outside the BIR in any of the open years.

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS  
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

Business Name **DARK HORSE SECURITY AGENCY INC.**

Business Address **Unit 315 Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City**

Name of Contract	Date of the Contract	Contract Duration	Owner's Name	Address	Kind of Services	Amount of Contract			Date of Delivery	
						Amount of Contract	Value of Completed Contract	Value of Outstanding Contract	Date Started	Date of Completion


**PRIVATE CONTRACTS**

1	Security Services	December 17, 2020	One (1) Year	Enerlife Philippines Incorporated	20th Floor, Citibank Square Condominium No. 1, Eastwood Ave., Eastwood City, Bagumbayan, QC	Security Services	6,575,128.32	547,927.36	6,027,200.96	01-Jan-21	31-Dec-21
2	Security Services	January 23, 2020	One (1) Year Extended	HLD Clark Steel Pipe Co. Inc.	M.A. Roxas Highway, Clark Freeport Zone, Pampanga	Security Services	1,080,000.00	270,000.00	810,000.00	16-Oct-20	15-Oct-21
3	Security Services	March 02, 2018	One (1) Year Extended	Avanti Philippines	25A PhilExcel Business Park, Clark Freeport Zone, Pampanga	Security Services	716,294.16	656,602.98	59,691.18	01-Mar-20	28-Feb-21
4	Security Services	July 27, 2020	One (1) Year	Moondragon Construction Corp.	Unit 5A Angeles Place, F Andres St., corner Sto Rosario, Kanluran, Pateros	Security Services	480,000.00	260,000.00	220,000.00	16-Jul-20	15-Jul-21
5	Security Services	September 12, 2020	One (1) Year	Glowide Enterprises, Inc.	No. 28 Quirino Highway, Balintawak, Quezon City	Security Services	204,000.00	110,500.00	93,500.00	16-Jul-20	15-Jul-21
6	Security Services	September 12, 2020	One (1) Year	LKG Investment and Finance Corp.	No. 28 Quirino Highway, Balintawak, Quezon City	Security Services	204,000.00	110,500.00	93,500.00	16-Jul-20	15-Jul-21
7	Security Services	November 06, 2020	One (1) Year	Adstrat World Holdings, Inc.	111 Honda St., Corner EDSA Brgy Pinagkaisahan, Makati City	Security Services	1,920,000.00	800,000.00	1,120,000.00	10-Sep-20	09-Sep-21
8	Security Services	November 06, 2020	One (1) Year	Supreme Motor Sales & Services Corp.	Brgy. San Antonio Makati City	Security Services	452,000.00	216,000.00	216,000.00	01-Aug-20	31-Jul-21
9	Security Services	January 21, 2020	One (1) Year	Bicol Isarog	96 Mirasol St., Cor. 20th Ave., QC	Security Services	792,000.00	792,000.00	-	01-Feb-20	30-Jan-21
10	Security Services	August 30, 2018	One (1) Year Extended	Onel Builder Resources Inc.	5305 Daang Batang St., San Agustin Village, Moonwalk, Paranaque City	Security Services	276,000.00	115,000.00	161,000.00	04-Sep-20	03-Sep-21
11	Security Services	March 16, 2018	One (1) Year Extended	Royal Majesty Holdings, Inc.	967-973 A. Maceda St., Sampaloc, Manila	Security Services	384,000.00	336,000.00	48,000.00	16-Mar-20	15-Mar-21



	Name of Contract	Date of the Contract	Contract Duration	Owner's Name	Address	Kind of Services	Amount of Contract			Date of Delivery	
							Amount of Contract	Value of Completed Contract	Value of Outstanding Contract	Date Started	Date of Completion
12	Security Services	October 23, 2018	One (1) Year Extended	Tristar Summit Evergreen Holdings Inc.	Unit 615 Cityland 10 Tower 1, H.V. Dela Costa St., Makati City	Security Services	600,000.00	200,000.00	400,000.00	09-Oct-20	08-Oct-21
13	Security Services	June 24, 2019	One (1) Year Extended	Potovita Condominium Association Inc.	232 P. Tuazon St., Cor. 14th Ave., Brgy. Socorro, Cubao, QC	Security Services	1,836,000.00	1,683,000.00	153,000.00	12-Mar-20	11-Mar-21
14	Security Services	May 16, 2019	One (1) Year Extended	L.A. Townhomes Homeowners Asso.	99 San Guillermo Avenue, Brgy. Buting, Pasig City	Security Services	864,000.00	648,000.00	216,000.00	05-May-20	04-May-21
15	Security Services	March 27, 2019	One (1) Year Extended	Consolidated Aggregates Phils Inc.	28 Quirino Highway, Novaliches, Quezon City	Security Services	408,000.00	340,000.00	68,000.00	25-Mar-20	24-Mar-21
16	Security Services	December 01, 2020	Six (6) Months	Longping Tropical Rice Development Inc.	Bukang Liwayway, Brgy Bantug, Science City of Munoz, Nueva Ecija	Security Services	648,000.00	432,000.00	216,000.00	01-Dec-20	31-May-21
17	Security Services	July 27, 2020	One (1) Year	Mal Corporation	Crestela Subdivision, Pamplona Uno, Las Pinas City	Security Services	480,000.00	300,000.00	180,000.00	18-Jun-20	17-Jan-21
<b>Total</b>							<b>17,899,422.48</b>	<b>7,817,530.34</b>	<b>10,081,892.14</b>		

Submitted by:

  
JASPER LLEVellyn Z. SY  
 Authorized Representative


Date :

February 4, 2021

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)  
SIMILAR IN NATURE TO THE CONTRACT TO BE BID**

**Business Name** : DARK HORSE SECURITY AGENCY INC.  
**Business Address** : Unit 315 Sir Williams Hotel, Timog Avenue, South Triangle, Quezon City

Name of Contract	Date of Contract	Contract Duration	Owner's Name	Address	Kind of Services	Amount of Completed Contract	Date of Delivery
Contract of Security Services	September 11, 2019	One (1) Year	Enedlife Philippines Incorporated	20th Floor, Citibank Square Condominium No. 1, Eastwood Ave., Eastwood City, Bagumbayan, QC	Security Services	6,737,036.40	September 1, 2019 to August 31, 2020

Submitted by :   
JASPER LLEWELLYN Z. SY  
Authorized Representative

Date : February 4, 2021





# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com



## BILLING

No 55802

Client: ENERLIFE PHILIPPINES INC.

Date: September 7, 2020

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period AUGUST 16 TO 31, 2020		
LOCATION :	TARLAC CITY	
CONTRACT RATE :	31,855.97	
NUMBER OF GUARDS :	3	
Formula :		
31,855.97 / 30 days x 15 days x 3 guards P		47,783.96
<b>BREAKDOWN</b>		
Due to Security Guards		39,039.18
Agency Fee		7,807.84
VAT on Agency Fee		936.94
Amount of Billing		47,783.96
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(156.16)
Amount Due		47,627.80
Prepared By:	Approved By:	
 DENISE ELAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		<b>47,627.80</b>

Received By: ANGELINE T. LOZADA  
Date: 9/11/20



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 8471 Email: darkhorse102513@gmail.com



## BILLING

No 55803

Client: ENERLIFE PHILIPPINES INC.

Date: September 7, 2020

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION	DINALUPIHAN, BATAAN	
CONTRACT RATE	31,855.97	
NUMBER OF GUARDS	2	
Formula :		
31,855.97 / 30 days x 15 days x 2 guards P		31,855.97
<b>BREAKDOWN</b>		
Due to Security Guards		26,026.12
Agency Fee		5,205.22
VAT on Agency Fee		624.63
Amount of Billing		31,855.97
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(104.10)
Amount Due		31,751.87
Prepared By:	Approved By:	
 DENISE ALAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		P 31,751.87

ARCELENE T. LOZADA

Received By: \_\_\_\_\_

Date: 9/16/20





# DARK HORSE SECURITY AGENCY, INC.


Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## BILLING

Client: ENERLIFE PHILIPPINES INC. No 55804  
Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City Date: September 7, 2020

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST' 16 TO 31, 2020	
LOCATION :	FULILAN, BULACAN	
CONTRACT RATE :	31,855.97	
NUMBER OF GUARDS :	2	
Formula :		
31,855.97 / 30 days x 15 days x 2 guards P		31,855.97
<b>BREAKDOWN</b>		
Due to Security Guards		26,026.12
Agency Fee		5,205.22
VAT on Agency Fee		624.63
Amount of Billing		31,855.97
LESS: 2% Expanded Withholding Tax (PWT) on Agency Fee		(104.10)
Amount Due		31,751.87
Prepared By:	Approved By:	
 DENISE ELAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		P 31,751.87

  
ANCELEINE T. LOZADA

Received By:   
Date: 9/16/20



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com



## BILLING

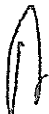
Client: ENERLIFE PHILIPPINES INC.

No 55805

Date: September 7, 2020

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION	GUIGUINTO, BULACAN	
CONTRACT RATE	31,855.97	
NUMBER OF GUARDS	2	
Formula :		
31,855.97 / 30 days x 15 days x 2 guards		P 31,855.97
<b>BREAKDOWN</b>		
Due to Security Guards		26,026.12
Agency Fee		5,205.22
VAT on Agency Fee		624.63
Amount of Billing		31,855.97
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(104.10)
Amount Due		31,751.87
Prepared By:	Approved By:	
 DENISE ALAINE R. FLORESCA	 GIL COBERMUDEZ	
<b>TOTAL</b>		P 31,751.87

  
ANCELEST T. LOZADA

Received By: \_\_\_\_\_

Date: 9/16/20



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com



## BILLING


No 55806

Client: ENERLIFE PHILIPPINES INC.

Date: September 7, 2020

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

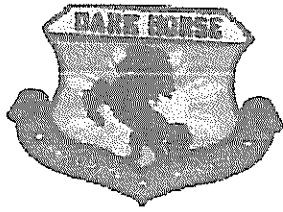
PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION :	CABANATUAN, NUEVA ECIIJA	
CONTRACT RATE :	31,855.97	
NUMBER OF GUARDS :	2	
Formula :		
31,855.97 / 30 days x 15 days x 2 guards P		31,855.97
<b>BREAKDOWN</b>		
Due to Security Guards		26,026.12
Agency Fee		5,205.22
VAT on Agency Fee		624.63
Amount of Billing		31,855.97
LESS: 2% Expanded Withholding Tax (RWT) on Agency Fee		(104.10)
Amount Due		31,751.87
Prepared By:	Approved By:	
 DENISE AZAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		P 31,751.87

  
ANCELENE T. LOZADA

Received By: \_\_\_\_\_

Date: 9/16/20





# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com



## BILLING


Client: ENERLIFE PHILIPPINES INC.

No 55807

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

Date: September 7, 2020

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION :	DASMARINAS, CAVITE	
CONTRACT RATE :	29,858.01	
NUMBER OF GUARDS :	2	
Formula :		
29,858.01 / 30 days x 15 days x 2 guards		P 29,858.01
<b>BREAKDOWN</b>		
Due to Security Guards		24,393.80
Agency Fee		4,878.76
VAT on Agency Fee		585.45
Amount of Billing		29,858.01
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(97.58)
Amount Due		29,760.43
Prepared By:	Approved By:	
 DENISE AZAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		P 29,760.43

  
ANCELENE T. LOZADA

Received By: \_\_\_\_\_

Date:



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com



## BILLING


Client: ENERLIEE PHILIPPINES INC.

No 55808

Date: September 7, 2020

Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

PARTICULARS		AMOUNT
Security Services rendered for the period	AUGUST 16 TO 31, 2020	
LOCATION :	LIPA, BATANGAS	
CONTRACT RATE :	29,858.01	
NUMBER OF GUARDS :	2	
Formula :		
$29,858.01 / 30 \text{ days} \times 15 \text{ days} \times 2 \text{ guards}$		P 29,858.01
<b>BREAKDOWN</b>		
Due to Security Guards		24,395.80
Agency Fee		4,878.76
VAT on Agency Fee		585.45
Amount of Billing		29,858.01
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(97.58)
Amount Due		29,760.43
Prepared By:	Approved By:	
 DENISE ALAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		P 29,760.43

  
ANGELINE T. LOZADA

Received By: \_\_\_\_\_

Date: 9/16/20



# DARK HORSE SECURITY AGENCY, INC.



Address: Unit 315 & 317 Sir William's Hotel Timog Ave Quezon City  
 Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com


## BILLING

No 55810

Client: ENERLIFE PHILIPPINES INC.  
 Address: 20th Flr. Citibank Condominium, Bagumbayan, Quezon City

Date: September 7, 2020

PARTICULARS		AMOUNT
Security Services rendered for the period AUGUST 16 TO 31, 2020		
LOCATION :	LUCENA CITY	
CONTRACT RATE :	29,858.01	
NUMBER OF GUARDS :	2	
Formula :		
29,858.01 / 30 days x 15 days x 2 guards		P 29,858.01
<b>BREAKDOWN</b>		
Due to Security Guards		24,393.80
Agency Fee		4,878.76
VAT on Agency Fee		585.45
Amount of Billing		29,858.01
LESS: 2% Expanded Withholding Tax (EWT) on Agency Fee		(97.58)
Amount Due		29,760.43
Prepared By:	Approved By:	
 DENISE ALAINE R. FLORESCA	 GIL C. BERMUDEZ	
<b>TOTAL</b>		<b>29,760.43</b>

  
 ANGELENO T. LOZADA

Received By: \_\_\_\_\_  
 Date: 9/16/20

**DARK HORSE SECURITY AGENCY INC.**  
**Net Financial Contracting Capacity (NFCC)**  
**As of December 31, 2019**

	<u>YEAR 2019</u>		
1 Total Assets	10,811,602.16	NFCC	= CURRENT ASSETS - CURRENT LIABILITIES x K - VALUE OF OUTSTANDING PORTION OF THE PROJECTS UNDER ON GOING PROJECTS
2 Current Assets	5,764,950.26		
3 Total Liabilities	1,855,259.14		
4 Current Liabilities	697,979.14	NFCC	= Current Assets <span style="float: right;">5,764,950.26</span>
5 Net Worth (1-3)	8,956,343.02		LESS: Current Liabilities <span style="float: right;">(697,979.14)</span>
6 Net Working Capital (2-4)	5,066,971.12		<u>Net Working Capital <span style="float: right;">5,066,971.12</span></u>
	-		Multiply by: K <span style="float: right;"><u>15</u></span>
			Amount <span style="float: right;">76,004,566.73</span>
			LESS: Outstanding Portion of On Going Projects <span style="float: right;">(10,081,892.14)</span>
			<u>Net Financial Contracting Capacity (NFCC) <span style="float: right;"><u>65,922,674.59</u></span></u>
		NFCC	= <span style="float: right;"><u>65,922,674.59</u></span>
		ABC	= Approved Budget for the Contract <span style="float: right;"><u>7,650,000.00</u></span>

Submitted by:

  
JASPER LLEWELLYN Z. SY  
 Authorized Representative

Date :

February 4, 2021

**NOT APPLICABLE**



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## BID SECURING DECLARATION FORM

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REPUBLIC OF THE  
PHILIPPINES) CITY OF \_\_\_\_\_) S.S.

X.....X

### BID SECURING DECLARATION

**Invitation to Bid:** *LOT D – Security Services of International Cable Landing and Repeater Stations*

*Bases Conversion and Development Authority  
BACG Secretariat  
BCDA Bids and Awards Committee for Goods*

*BCDA Corporate Center, 2<sup>nd</sup> Fl., Bonifacio Technology Center, 31<sup>st</sup> St., cor.,  
2<sup>nd</sup> Ave., Bonifacio, Global City, Taguig City*

I, the undersigned, declare that:

1. I 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 accept that: (a) I will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I 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 9184; without prejudice to other legal action the government may undertake.

3. I 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 declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
  - (c) I am declared the bidder with the Lowest Calculated Responsive Bid, and we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I have hereunto set my hand this FEB 08 2021 day of February 2021 at Quezon City.

  
**JASPER LLEWELLYN Z. SY**  
 Authorized Representative


Affiant

**SUBSCRIBED AND SWORN** to before me this FEB 08 2021 day of February 2021 at Quezon City, Philippines, Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his Driver's License with his photograph and signature appearing thereon, with no. N04-06011240 issued at Calocan City

Witness my hand and seal this FEB 08 2021 day of February 2021.

NAME OF NOTARY PUBLIC

Doc. No. 280  
 Page No. 57  
 Book No. IV  
 Series of 2021

  
**ATTY. TOMAS B. BAGA, JR.**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2021  
 ADM. NO. NP-017 (2020-2021)  
 ATTYS. ROLL NO. 13003  
 IBP NO. 092633 / 1-6-20  
 PTR NO. CT-9985292 / 1-15-20 N. COT.  
 MCLE NO. VI-0028822  
 RGH BLDG. TIMOG COR. PANAY AVE. Q.C.

# Technical Specifications Compliance Form

*[Bidders must state here either "Compliant" or "Non Compliant" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

<b>TECHNICAL SPECIFICATIONS</b>			
Item	Technical Specifications / Scope of Work	<i>Statement of Compliance</i>	
<b>LOT D</b>	<b>Security Services of International Cable Landing and Repeater Station-</b>	<i>Compliant</i>	<i>Non Compliant</i>
	<p>The SECURITY AGENCY shall undertake the following:</p> <ol style="list-style-type: none"> <li>1. Bidder must provide a Certified True Copy the Agency License to Operate as a Security Services Agency issued by the PNP Supervisory Office for Security and Investigative Agencies (SOSIA)</li> <li>2. Agency Organizational Set Up indicating the Names of Key Personnel and Personnel Manning of Key Officers</li> <li>3. List and Photocopies of Licences of Firearms under is Inventory, If such licenses are already expired, A certification from FEO, PNP that the request for renewal are under process</li> </ol>	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>	



*Section VII. Technical Specifications*


Security Services of International Cable Landing and  
Repeater Station-Lot D

A handwritten signature in black ink, consisting of a stylized, cursive script.

<p>4. Prepare a Security Plan on the monitoring of activities in all designated areas in the DICT which shall be presented to the management for final approval. Said plan shall form part of the CONTRACT;</p>	<p>COMPLY</p>	
<p>5. Provide guards who are in their proper uniforms or, in the case of the Supervising Guards, formally attired, per requirement of the DICT;</p>	<p>COMPLY</p>	
<p>6. Provide adequate firearms and ammunitions to each guard as well as, such equipment (e.g. CCTV) and paraphernalia (e.g. first aide kit) as maybe necessary in the discharge of their duties;</p>	<p>COMPLY</p>	
<p>7. See to it that all guards assigned to the DICT are at all times vigilant, honest, dependable and aware of their duty to protect lives and limbs of personnel and finally protect the properties of the DICT;</p>	<p>COMPLY</p>	
<p>8. Make sure that all guards remain courteous to all employees and guests to protect the proper image of the DICT;</p>	<p>COMPLY</p>	
<p>9. The Security Guard per station must conduct frequent inspection, day and night;</p>		
<p>10. Ensure that unauthorized persons are kept out of guarded premises;</p>	<p>COMPLY</p>	
	<p>COMPLY</p>	
<p>11. Guarantee peace and order within the guarded premises at all times;</p>	<p>COMPLY</p>	
<p>12. Make available, at all times, duly-licensed, trained and qualified reliever guards in case of the absence of any assigned guard, for the continuous uninterrupted security services in the DICT premises. Make sure that the duty schedule of each Guard should not be more than Eight (8) hours;</p>	<p>COMPLY</p>	
<p>13. Change any guard who does not measure up to the standards or criteria of the DICT as soon as the SECURITY AGENCY is informed of the request for replacement, and conversely, not to</p>	<p>COMPLY</p>	

	<p>change or replace any assigned guard without the consent of the DICT;</p> <p>14. Submit and surrender all record books used for monitoring and recording activities in the whole Building and those of the personnel. The designated Guard per station must submit monthly report to the FOO Cluster Director;</p> <p>15. To comply with all existing laws, rules and regulations relative to the operations of security agencies.</p>	<p>COMPLY</p> <p>COMPLY</p>	
--	---	-----------------------------	--

*Bidder's Authorized Representative:*

  
JASPER LLEWELLYN Z. SY  
 Signature over Printed Name

DARK HORSE SECURITY AGENCY INC.  
 Principal Bidder/ Supplier



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## LOT D - SECURITY SERVICES FOR THE INTERNATIONAL CABLE LANDING STATIONS AND REPEATER STATIONS

Description	Quantity	Delivery Schedule
Field Operations Office - DICT Luzon Cluster 1 (ICLS San Fernando, La Union; RSF Rosario, La Union; RSF Sta. Maria, Pangasinan)	16 pax	Commence upon issuance of NTP; 24 hours per day, including Saturdays, Sundays and Holidays
Field Operations Office - DICT Luzon Cluster 2 (ICLS Baler, Aurora; RSF San Jose, Nueva Ecija; Pantabangan, Nueva Ecija)	16 pax	

Total Approved Budget for the Contract	P 7,650,000.00
--	----------------

Bidder's Authorized Representative:

  
JASPER LLEWELLYN Z. SY  
Signature over Printed Name

DARK HORSE SECURITY AGENCY INC.  
Principal Bidder / Supplier



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I Jasper Llewellyn Z. Sy, of legal age, married, Filipino, and residing at 12K Times St., West Triangle, Quezon City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of Dark Horse Security Agency, Inc., with office address at Rm. 317 Sir William's Hotel, Timog Ave., South Triangle, Quezon City;
2. 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 Procurement of Services, Supplies, and Equipment for the International Cable Landing Stations (ICLS), Repeater Stations Facilities (RFS), and Luzon Bypass Infrastructure (LBI) Operations of the Bases Conversion and Development Authority as shown in the attached Secretary's Certificate showing proof of authorization;
3. Dark Horse Security Agency, Inc., 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;
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. Dark Horse Security Agency, Inc., is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. None of the officers, directors, and controlling stockholders of Dark Horse Security Agency, Inc., 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. Dark Horse Security Agency, Inc., complies with existing labor laws and standards; and
8. Dark Horse Security Agency, Inc., is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the Procurement of Services, Supplies, and Equipment for the International Cable Landing Stations (ICLS), Repeater Stations Facilities (RFS), and Luzon Bypass Infrastructure (LBI) Operations.
9. Dark Horse Security Agency, Inc., 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.

IN WITNESS WHEREOF, I have hereunto set my hand this 08 day of February, 2021 at QUEZON CITY, Philippines.

**FEB 08 2021**

Jasper Llewellyn Z. Sy  
Bidder's Representative / Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this 08 day of February 2021 at Quezon City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his Driver's License with his photograph and signature appearing thereon, with no. N04-06011240 issued at Caloocan City,

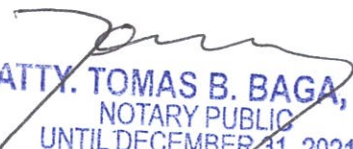
**FEB 08 2021**

Witness my hand and seal this 08 day of February 2021.

**FEB 08 2021**

NAME OF NOTARY PUBLIC

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Series of: 2021

  
**ATTY. TOMAS B. BAGA, JR.**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
ADM. NO. NP-017 (2020-2021)  
ATTYS. ROLL NO. 13003  
IBP NO. 092633 / 1-6-20  
PTR NO. CT-9985292 / 1-15-20 N. COT.  
MCLE NO. VI-0028822  
RGH BLDG. TIMOG COR. PANAY AVE. Q.C.

**SECRETARY'S CERTIFICATE**

I, **MA. TEODORA I. ROJO**, Single, Filipino citizen, of legal age, and with office address at Rm. 317 Sir William's Hotel Timog Ave., South Triangle, Quezon City, after having sworn to in accordance with law, hereby depose and say, that:

I am the duly elected and incumbent Corporate Secretary of **DARK HORSE SECURITY AGENCY INC.**, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, and with principal office address, Rm. 317 Sir William's Hotel Timog Ave., South Triangle, Quezon City,

At a special meeting of the Board of Directors of the Corporation, held on February 4, 2021 at our principal office stated above, during which a quorum was present and acting throughout, the following resolution was unanimously approved and adopted, to wit:

**RESOLVED** that **MR. JASPER LLEWELLYN Z. SY**, General Manager of Dark Horse Security Agency Inc., is hereby empowered and authorized to represent the company in the public bidding for the Procurement of Supplies, Services, and Equipment for the International Cable Landing Stations, Repeater Stations Facilities, and Luzon Bypass Infrastructure Operation of the Bases Conversion and Development Authority.

**IN WITNESS WHEREOF.** I have hereunto set my hand this 4th day of February 2021 at Quezon City

*[Signature]*  
**ROJO, MA. TEODORA**  
Corporate Secretary

**ACKNOWLEDGEMENT**

**BEFORE ME A NOTARY PUBLIC** for and in the City of QUEZON CITY this FEB 08 2021 day of \_\_\_\_\_, 2021, personally appeared MS. MA. TEODORA I. ROJO with Tax Identification Card No. 330-132-040-000 issued at Quezon City on August 2, 2016, known to me and to me known to be the same person who executed the foregoing and acknowledged to me that the same are his free act and voluntary deed.

**WITNESS MY HAND AND NOTARIAL SEAL** on the date and the place first above written.

*[Signature]*  
\_\_\_\_\_  
**NOTARY PUBLIC**  
**ATTY. TOMAS B. BAGA, JR.**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
ADM. NO. NP-017 (2020-2021)  
ATTYS. ROLL NO. 13003  
IBP NO. 092633 / 1-6-20

DOC. NO. 278 ;  
PAGE NO. 57 ;  
BOOK NO. IV ;  
Series of 2021



**NOT APPLICABLE**

**Tab J (Lot D - Forms)**

A handwritten signature in black ink, located in the bottom left corner of the page. The signature is stylized and appears to consist of a few connected loops.



# DARK HORSE SECURITY AGENCY, INC.

Address: Unit 315 & 317 Sir William's Hotel Timog Ave. Quezon City  
Tel. No.: (02) 911 6471 Email: darkhorse102513@gmail.com

TO : Bases Conversion and Development Authority  
SUBJECT : General Security Plan  
DATE : February 4, 2021

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## I. INTRODUCTION

### A. Authorization

In compliance with the bidding requirements, we are submitting the general security plan for DICT Luzon Cluster 1 (La Union and Pangasinan) and DICT Luzon Cluster 2 (Aurora and Nueva Ecija).

## II. NAME AND MISSION OF INSTALLATION

The Department of Information and Communication Technology (DICT) shall be the primary policy, planning, coordinating, implementing and administrative entity of the Executive Branch of the government that will plan, develop and promote the national ICT development agenda (RA10844).

## III. ASSESSMENT

Most of the installations are located strategically in the provinces of La Union, Pangasinan, Aurora, and Nueva Ecija. It was identified that these installations are located in an industrial and residential zone.

A comprehensive security plan will be submitted after a security survey is conducted in all areas mentioned above.

We will provide the number of security personnel that will be required in each installation equipped with long firearm such as a 12-gauge shotgun, communications equipment such as cellular phone and 2-way radio and CCTV camera, if needed. Alarm system will be installed and to be utilized in case of emergencies. A sensor lighting system will also be installed.

#### IV. PHYSICAL SECURITY

##### A. Barriers

We will conduct assessment on the present condition in the perimeter fence.

We will submit the proper recommendation based on the security standards to ensure the highest level of safety and security on each installation after a security survey was conducted.

##### B. Lighting Fixtures

Lighting fixtures inside and outside the building/s should be adequate enough.

Lighting fixtures must be maintained and checked periodically to ensure proper illumination of the area.

##### C. Personnel Access and Control

Visitors, deliveries and the like will be verified first with their contact person before given access into the premises. The same will be required to fill up in the visitor's logbook / log sheet and ask him/her to leave a valid ID with the guard on duty before entering the premises.

Only those with authorization given by the Management may be allowed access into the perimeter. In the absence of authorization, the said person should not be allowed or given access into the premises.

##### D. Vehicle Access and Control

All vehicles entering the premises should be controlled by the security personnel seeing to it that only those duly authorized are given access into the premises.


Vehicles should be parked only on designated areas to avoid traffic congestion.

##### E. Special Response Team

A special training will be conducted to security personnel assigned in each area depending on the particular requirements of the installation like life support techniques and methods and to include basic fire fighting course.

F. Coordination with Friendly Forces

We will maintain a close coordination with the barangay officials, Bureau of Fire Protection and police/military within the area of responsibility to ensure assistance when the need arises.

  
JASPER LLEWELLYN Z. SY/General Manager  
DARK HORSE SECURITY AGENCY INC.  
Rm. 317 Sir William's Hotel, Timog Ave.,  
South Triangle, Quezon City

ORIGINAL

No. 004576



Republic of the Philippines  
National Police Commission  
NATIONAL HEADQUARTERS PHILIPPINE NATIONAL POLICE  
CIVIL SECURITY GROUP  
Camp BGen Rafael T Crame, Quezon City



**PRIVATE SECURITY AGENCY  
REGULAR LICENSE TO OPERATE  
NO. PSA-T-14-166025-3298**

*Having registered with the Philippine National Police in accordance with the provisions of Republic Act 5487 entitled "Private Security Agency Law", as amended by Presidential Decree Numbers 11, 100 and 1919.*

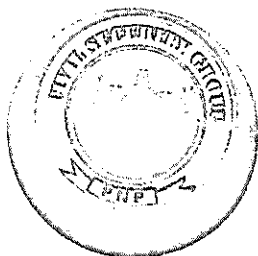
**◆◆DARK HORSE SECURITY AGENCY, INC.◆◆**  
◆◆Rm. 317 Sir William's Hotel No. 39 Timog Avenue, South Triangle, Quezon City◆◆

*Under the Directorship/Management of MIR JOSE ANTONIO M QUIÑONES is hereby granted license to establish, manage, operate and maintain a private security/detective/ investigative agency for the sole purpose of engaging in the business of selling, contracting or leasing private security services within the entire Philippines.*

*This license to operate expires on 30 April 2021 unless sooner terminated for violation of the rules and regulations issued by the Chief, Philippine National Police or for non-compliance with other laws and their implementing rules and regulations.*

*Granted this NOV 15 2019 day of 20.*

**FOR THE OFFICER-IN-CHARGE, PNP POLICE LIEUTENANT GENERAL  
ARCHIE FRANCISCO F GAMBOA:**



*[Handwritten signature]*

**ROBERTO B FARJADO**  
Police Major General  
Director, CSG

NOV 18 2019

SBR No. 12429694 Date: 9/2/19  
OP No. 1037521 Date: 9/1/19  
Amount: 25,000

PNP CSG Form No. 1, Revised January 2017

NOT VALID IF WITH ERASURES, ALTERATIONS, WITHOUT SOSIA D



Director, CSG

I BAR CODE

*[Handwritten notes and signatures]*