

Section V. 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>1. The Government of the Philippines (GOP) through the Corporate Budget of BCDA in the amount of Seven Million Four Hundred Forty One Thousand One Hundred Forty Pesos (PhP 7,441,140.00) for the first year inclusive of all applicable taxes and fees with breakdown as follows:</p> <table border="1" data-bbox="371 931 1382 1227"> <thead> <tr> <th colspan="3" data-bbox="371 931 887 1043">Component 1 (SG with Standard Package and Equipment Requirements)</th> <th data-bbox="887 931 1142 1144">Component 2 (Special Equipment & Services Requirements)</th> <th data-bbox="1142 931 1382 1043">ABC</th> </tr> <tr> <th data-bbox="371 1043 467 1167">No. of SGs</th> <th data-bbox="467 1043 663 1167">No. Of Duty-Hour</th> <th data-bbox="663 1043 887 1167">Annual Budget (1-Year Period)</th> <th data-bbox="887 1043 1142 1167"></th> <th data-bbox="1142 1043 1382 1167"></th> </tr> </thead> <tbody> <tr> <td data-bbox="371 1167 467 1227">20</td> <td data-bbox="467 1167 663 1227">12-Hr Duty</td> <td data-bbox="663 1167 887 1227">7,321,140.00</td> <td data-bbox="887 1167 1142 1227">120,000.00</td> <td data-bbox="1142 1167 1382 1227">7,441,140.00</td> </tr> </tbody> </table>	Component 1 (SG with Standard Package and Equipment Requirements)			Component 2 (Special Equipment & Services Requirements)	ABC	No. of SGs	No. Of Duty-Hour	Annual Budget (1-Year Period)			20	12-Hr Duty	7,321,140.00	120,000.00	7,441,140.00
Component 1 (SG with Standard Package and Equipment Requirements)			Component 2 (Special Equipment & Services Requirements)	ABC												
No. of SGs	No. Of Duty-Hour	Annual Budget (1-Year Period)														
20	12-Hr Duty	7,321,140.00	120,000.00	7,441,140.00												
1.1(k)	<p>The project Site is at:</p> <p>Area Of Responsibility (AOR) III – Bataan Technology Park, Brgy. Sabang, Morong, Bataan</p>															
2.1	No further instructions.															
5.1	<p>BCDA’s address for Notices is:</p> <p>BCDA Corporate Center, 2/F Bonifacio Technology Center Bldg., 31st St., corner 2nd Avenue, Bonifacio Global City, Taguig City. BAC for Goods Telephone No. : (02) 575-1700 / Fax No. (02) 816-0996</p> <p>The Supplier’s address for Notices is:</p> <p>_____</p>															
6.2	<p>The Contract shall be issued in the form of a security services contract agreement.</p> <p>Delivery of the security services – Refer to the Terms of Reference (TOR)</p>															
9	For the duration of the contract the selected Agency is entitled to request for adjustment of the contract price in the event the minimum wage is															

	<p>increased or where there is an increase in fringe benefit in favor of the employees pursuant to law, executive order, decree or wage order; provided the Agency presents acceptable proof thereof, e.g., copy of a wage order certified by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO), through its "Committee on PADPAO Rate Computation".</p> <p>The adjustment of the contract price, unless otherwise amended/superseded by a new law, shall be computed as follows:</p> <ul style="list-style-type: none"> - only the "amount to guard and government" shall be adjusted and NOT the Agency Fee; and - the 12% VAT shall only be imposed on the Agency Fee and not on the "amount to guard and government", based on BIR Revenue Memorandum Circular No. 39-2007, as applied to wage orders issued by PADPAO.
10.4	Payment to the Supplier shall be made in Philippine Peso.
10.5	Payment using LC is not allowed.
11.3	<p>The AGENCY shall bill BCDA twice a month, preferably every 15th and 30th day of every month for services actually rendered by the security guards. For this purpose, the AGENCY shall submit the payroll records of the guards with their names, hours of work rendered and a certification that the guards, whose names appear therein, actually and truly rendered the services for the particular billing period. Non-compliance therewith gives BCDA the right to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.</p>
13.1	<p>Performance Security</p> <p>To guarantee the faithful performance of the Agency of its responsibilities and obligations under the Contract for Security Services, and the payment to BCDA of losses and/or damages suffered thereby, including penalties for illegal structures and the cost of their demolition, and such other liabilities that the Agency may have incurred during its tour of duty arising from unsatisfactory performance or non-performance under the Contract, the Agency shall post a Performance Security in any of the form prescribed in Section 33.2 of the Instructions to Bidders and in the amount equivalent to the corresponding percentage of the Total Contract Price.</p> <p>Wage Security</p> <p>Similarly, to answer for the wages due to the Security Guards should the Agency fail to pay the same, another bond issued by an insurance entity duly accredited by the Insurance Commission shall be posted by the Agency in favor of BCDA in an amount equal to three (3) months' cost of labor in the AOR.</p>

	<u>Abovementioned bonds shall be callable on demand and shall have a validity period equal to the duration of the contract including its renewal or extension, if any, plus three (3) months.</u>
16.1	As part of the post qualification, BCDA shall inspect the facilities/office of the bidder/s to determine the capability of the Agency to provide the required security services for AOR III.
17.4	Please refer to attached Terms of Reference (TOR) in Section VII.
21.1	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section VI. Schedule of Requirements

SCHEDULE OF REQUIREMENTS

AOR III (Bataan Technology Park)

Area of Deployment	No. of Guards	Specifications	Deployment Schedule
AOR III – Bataan Technology Park, Brgy. Sabang, Morong, Bataan	20	Security guards with the corresponding firearms and equipment per TOR	16 October 2017

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

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier

Section VII. Technical Specifications

Terms of Reference (TOR)

* 12-page TOR + Annexes A to D (8 pages) *

TERMS OF REFERENCE (TOR)

BIDDING FOR SECURITY SERVICES OF BATAAN TECHNOLOGY PARK (Three [3] Years Contract Effective Upon Issuance of NTP)

I. BACKGROUND INFORMATION:

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

As in other properties of BCDA, the land assets and facilities within the Bataan Technology Park (also known as AOR III) must be protected and secured from intrusion and proliferation of informal settlers and opportunists/exploiters, illegal construction of structures, theft, vandalism, sabotage and arson.

To ensure that BCDA personnel and properties are properly protected and secured in AOR III, BCDA shall hire a Security Agency that is administratively and operationally capable of providing quality services for the Bataan Technology Park.

II. BIDDING FOR QUALITY AND COST BASED SECURITY SERVICES IN BCDA AOR

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

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

III. APPROVED BUDGET FOR THE CONTRACT (ABC)

3.1. The Bases Conversion and Development Authority (BCDA) invites all interested bidders to participate in public bidding for the procurement of Security Services for AOR III – Bataan Technology Park located at Brgy. Sabang, Morong, Bataan amounting to **Seven Million Four Hundred Forty One Thousand One Hundred Forty Pesos (Php 7,441,140.00)** for the first year inclusive of all applicable taxes and fees with breakdown as follows:

Component 1 (SG with Standard Package and Equipment Requirements)			Component 2 (Special Equipment & Services Requirements)	ABC
No. of SGs	No. Of Dy-Hour	Annual Budget (1-Year Period)		
20	12-Hr Duty	7,321,140.00	120,000.00	7,441,140.00

- See Annexes A, B, and C for the details.

- Reference for the rate of guard per month: PADPAO Wage Order No. RB III-20.

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

Components	Description	COST/ABC	Remarks
Component 1: SG with Standard Package and Equipment Requirements (Refer to Annex A : Details of deployment of SG/Location Map and Annex B: Standard Package Equipment Requirement)			
20 Security Guards	12-Hr Duty	7,321,140.00	Refer to Annex B for the Standard package
Component 2: Special Equipment and Services Requirements (Refer to Annex C for the specifications of requirements)			
CCTV system		₱ 50,000.00	a. One-time procurement and installation. b. To be owned by BCDA
Background Investigation (BI)	As required	35,000.00	a. P7,000/individual. b. BI for At least 5 persons per year
K-9 Services	Deployment as required	35,000.00	a. P5,000 per 8-hour deployment (Package for handler and K-9). b. Minimum 56 hours Deployment per year.
Sub-Total for Component 2		₱ 120,000.00	
TOTAL		7,441,140.00	

IV. DESCRIPTION OF AOR III - Bataan Technology Park:

4.1. Land assets, structures, equipment and facilities within the complex at Brgy. Sabang, Morong, Bataan.

4.2. Due to the vastness of this AOR and the difficulty in securing the area, prospective bidders must have special equipment that could monitor the length and breadth of the AOR. These special equipment will include among others, CCTV system with night vision capability, and other special equipment for monitoring and surveillance purposes.

V. BIDDING FOR AOR III:

5.1 The bidding shall be conducted on the date, time, and place as published in the Invitation to Bid. The bid date will be scheduled for one (1) day and the sequence of bidding will be as follows:

5.1.2. Opening of Eligibility Documents

5.1.3. Opening of Financial Bid

5.2. An Agency who submitted the LCRB for a particular AOR shall be awarded the contract for the said AOR.

VI. MANPOWER REQUIREMENT

6.1. The manpower requirements for the AOR is Twenty (20) Regular Guards with at least 3 Relievers on 12-Hour duty per shift.

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

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

6.4 It must be explicitly stated that based on the assessment of the security situation and security needs of BCDA, the number of deployed security personnel may either be reduced or increased by BCDA as the case may be.

6.5. The Security Agency must have the capability to deploy at least two (2) Security Escorts/VIP Security upon notice.

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

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

VII. POSTING/MANNING HOURS AND REQUIRED EQUIPMENT (*Details are indicated in Annexes A and B of this TOR*):

7.1. The Security Agency must ensure that all the security posts within its area/s of responsibility are manned in accordance with this TOR.

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

7.3. Under no circumstance shall a security guard be allowed to render two (2) successive shifts in one day.

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

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

VIII. SCOPE OF WORK

Contracted Security Agencies shall perform the following functions, duties and responsibilities within its AOR:

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

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

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

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

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

8.1.5. Cybersecurity - Implement (in its own ICT system) basic cybersecurity technologies, processes and measures designed to protect computers, networks and data from unauthorized access, vulnerabilities and attacks; and when required, assist the BCDA ICT Department in cybersecurity.

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

8.3. In times of emergency, all deployed security guards shall be in emergency mode and ready to implement contingency plans. Those who are within the immediate area of the emergency situation shall act as first responders and be prepared to handover the responsibility to designated authority.

8.4. Conduct emergency preparedness drills.

8.5. Provide special services such as canine deployment and conduct of background investigation of personnel as may be directed.

8.6. In addition to the already existing CCTV system in AOR III, install additional CCTV cameras and other CCTV system needs as may be required in the AOR. Operate the CCTV system to ensure widest monitoring coverage of the area of operations. Ensure the proper maintenance of the system and to timely report any damage to the system so that BCDA can immediately respond to maintenance requirements.

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

8.8. Prevent intrusion and proliferation of informal settlers and building of illegal/unauthorized structures within its AOR. Stop and demolish on-going illegal construction of structures within seventy-two (72) hours upon discovery.

8.9. Should the Agency fail to enforce item paragraph 8.8, it shall compensate BCDA for the cost of demolition and eviction, and pay BCDA the

amount of P20,000.00 per structure illegally constructed during the effectivity of the Contract;

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

8.11. Submit the following reports:

- 8.11.1. Daily Activity and Situation Report.
- 8.11.2. Incident Report (In case of occurrence of unusual incident)
- 8.11.3. Investigation Report (as necessary)
- 8.11.4. Special Reports (In cases of confluence of events and observations which have bearing on safety and security)
- 8.11.5. Information Reports (as obtained)
- 8.11.6. Accomplishment Reports:
 - a. Monthly – Every 1st Monday of succeeding month
 - b. Quarterly – Every 1st week of succeeding quarter
 - c. Annual – Every 2nd week of January
- 8.11.7. Roster of Guards (every 15th and 30th of the month)
- 8.11.8. Guard Deployment Schedule (every 15th and 30th of the month)
- 8.11.9. Daily Guard Detail

8.12. Employ/deploy guards with the following qualifications:

- 8.12.1. Mandatory Training (in accordance with RA 5487):
 - a. Basic Security Officer/Guard Training Course
 - b. Retraining/Refresher SO/SG Training Course.
 - c. Basic Marksmanship Training Course
- 8.12.2. Optional training/seminars/skills which may contribute to their efficiency, effectiveness and quality of services:
 - a. Basic Life Support Training/Seminar
 - b. VIP Security Training/Seminar
 - c. Marksmanship Refresher Training
 - d. Info Gathering and Basic Report Writing Training/Seminar
 - e. Disaster and Emergency Response Training
 - f. Basic Computer Training for Security Officers
 - g. Forest Protection for guards deployed at the CJHEZ

Reservation Area.

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

IX. QUALIFICATIONS OF SECURITY AGENCY AND OTHER REQUIREMENTS:

9.1. Has Regular License to Operate (LTO) and in continuous business operation as Security Agency for the last five (5) years. Original Copy to be provided during the Post-Qualification Inspection.

9.2. With at least 100 guards currently performing security duties in any part of the country. List of security guards deployed per contract shall be presented during the Post Qualification Inspection.

9.3. Certified by SOSIA that the Agency is not and has never been blacklisted by any government or private entity. The original copy be presented during the Post Qualification Inspection.

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

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

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

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

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

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

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

9.7.4. Implement (in its own ICT system) basic cybersecurity technologies, processes and measures designed to protect computers, networks and data from unauthorized access, vulnerabilities and attacks; and when required, assist the BCDA ICT Department in cybersecurity.

9.7.5. Communicate with SSU, BCDA through internet.

9.8. Has the capability to conduct background investigation of identified individuals and organization.

9.9. Can provide K9 services. For this purpose, a security agency may either have its own K9 services or have an existing service contract with K9 unit/company.

9.10. Pursuant to 23.5.3 of the IRR to RA 9184, the bidder must have completed within a period of at least three (3) years a single contract equivalent to at least 50% of the ABC; or at least one (1) similar contract equivalent to at least 50%

of the ABC. For this purpose, "Similar Contract" shall refer to contracts involving the provision of security services.

9.11. The prospective bidder shall certify under oath as to the correctness of the statements made, and the completeness and authenticity of the documents submitted. Documentary requirements shall be validated during the post qualification.

X. QUALIFICATIONS OF OFFICERS AND SECURITY GUARDS

10.1. The Security Officers (Detachment Commander & Assistant Detachment Commander)

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

10.1.2. At least five (5) feet and four (4) inches in height, and must not be more than fifty (50) years old at the time of acceptance;

10.1.3. Must be computer literate and a licensed driver;

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

10.1.5. Must possess the necessary clearances from Barangay, PNP, NBI, Neuro-Psychiatric Test and Drug Test.

10.2. The security guards to be deployed must:

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

10.2.2. At least five (5) feet and four (4) inches in height for male and five (5) feet and two (2) inches in height for female;

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

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

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

10.4. Likewise, the Security Agency shall submit to BCDA the 201 files of all deployed security officers and guards to include Personal Data Sheet, copies of Security Licenses, Certificates of Completion of Training for security officers/guards, NBI Clearances, Police Clearances, Barangay Clearances, Neuro-Psychiatric Clearances and result of Drug Tests.

10.5. The prospective bidder shall certify under oath as to the correctness of the statements made, and the completeness and authenticity of the documents submitted. Qualifications of Officers and Security Guards shall be validated during the post qualification.

XI. CONCEPT PLAN AND COMPREHENSIVE SECURITY PLAN

The Comprehensive Security Plan of the winning bidder shall be submitted to BCDA upon issuance of Notice of Award (NOA) for review. BCDA shall notify the Security Agency on revisions, if any. Thereafter, the final Security Plan including corresponding contingency plans (fire, bomb threat, earthquake and typhoon) must be submitted to SSU, BCDA upon issuance of the Notice to Proceed.

XII. PAY RATE OF SECURITY GUARDS AND WAGE ADJUSTMENT

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

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

12.3. The Security Agency shall timely and regularly remit all obligations (Amount to Government in Favor of Guard as indicated in the PADPAO Wage Order) for SSS, PhilHealth, Pag-Ibig, and other mandatory remittances as deducted from the pay and allowances of the security guards and officers.

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

12.5. BCDA has the right to demand from the Security Agency proofs of compliance of its obligations under sub-clauses 11.1 to 11.3.

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

12.6.1. Only the "Amount to Guard and Government" shall be adjusted and NOT the Agency Fee; and

12.6.2. The 12% VAT shall only be imposed on the Agency Fee and not on the Amount to Guard and Government, in accordance with BIR Revenue Memorandum Circular No. 39-2007, as applied to wage orders issued by PADPAO.

XIII. POSTING OF PERFORMANCE AND WAGE SECURITIES

13.1. Performance Security

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

13.2. Wage Security

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

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

12.3. Adjustment and Performance Wage Securities

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

XIV. MEDICAL AND RISK INSURANCE

The security guards to be deployed shall have full coverage of medical and risk insurance by the Agency.

XV. CONFIDENTIALITY CLAUSE

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

15.2. In the event that the Security Agency fails to comply with this Confidentiality Clause, BCDA shall have the option to apply pertinent

provisions of RA 5487 and other applicable charges provided for under the Table of Offenses and Penalties hereto attached.

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

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

XVI. PENALTY CLAUSE

The Security Agency, Security Officers and guards shall be penalized for failure to comply with the provisions of this TOR based on the Table of Offenses and Penalties (hereto attached as Annex D) and other applicable provisions of RA 5487.

XVII. DURATION AND EXTENSION OF CONTRACT

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

17.1.1. Results of the Semestral Performance Evaluation and Inspection (PEI).

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

17.2. It is understood that paragraph 16.1 above allows BCDA to exercise its right to either extend or terminate the Contract based on the results of the PEI and/or the assessment of the security situation and security needs of BCDA.

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

17.4. The Agency is expected by BCDA to maintain at least a rating of "Satisfactory" level of performance in the first six months of the term of the contract based on the performance criteria which shall include, among others, (i) quality of service delivered; (ii) compliance to required resources and scope of work; (iii) standards of internal governance; (iv) training and suitability of personnel; (v) contract administration and management; and (vi) provision of regular and special reports on the status of BCDA's premises in terms of security in accordance with the security plan. It should be emphasized, however, that BCDA desires that the contracted security providers should deliver quality services within the range of "Very Good" to "Excellent" level of performance. The actual level of performance shall be assessed by BCDA, through SSU, before the end of every semester of each year, and shall serve as one of the bases for the renewal of its contract for another one (1)

year or until the final three (3)-year period mentioned in this Terms of Reference shall have been completed in accordance with Government Procurement Policy Board (GPPB) rules and regulations on implementation of said three (3)-year period. Based on the assessment, the BCDA may terminate the contract of the security service contractor for its poor performance (not within the BCDA's standard level of performance, i.e. poor and satisfactory) or failure to comply with its obligations as stipulated in the contract.

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

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

16.5. Former and current security providers of BCDA, who have been rated "Poor" during the conduct of periodic Performance Evaluation and Inspection and/or are not in good standing with BCDA due to the security agencies' violation of their contract with the BCDA Group shall not be allowed to participate in this bidding, to include their affiliates, subsidiaries, and sister companies.

XVIII. TERMINATION

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

ANNEXES:

- A – Security Guard Requirement
- B – Standard Package and Equipment Requirement
- C – Specifications of Special Equipment and Services Requirements
- D – Table of Offenses and Penalties

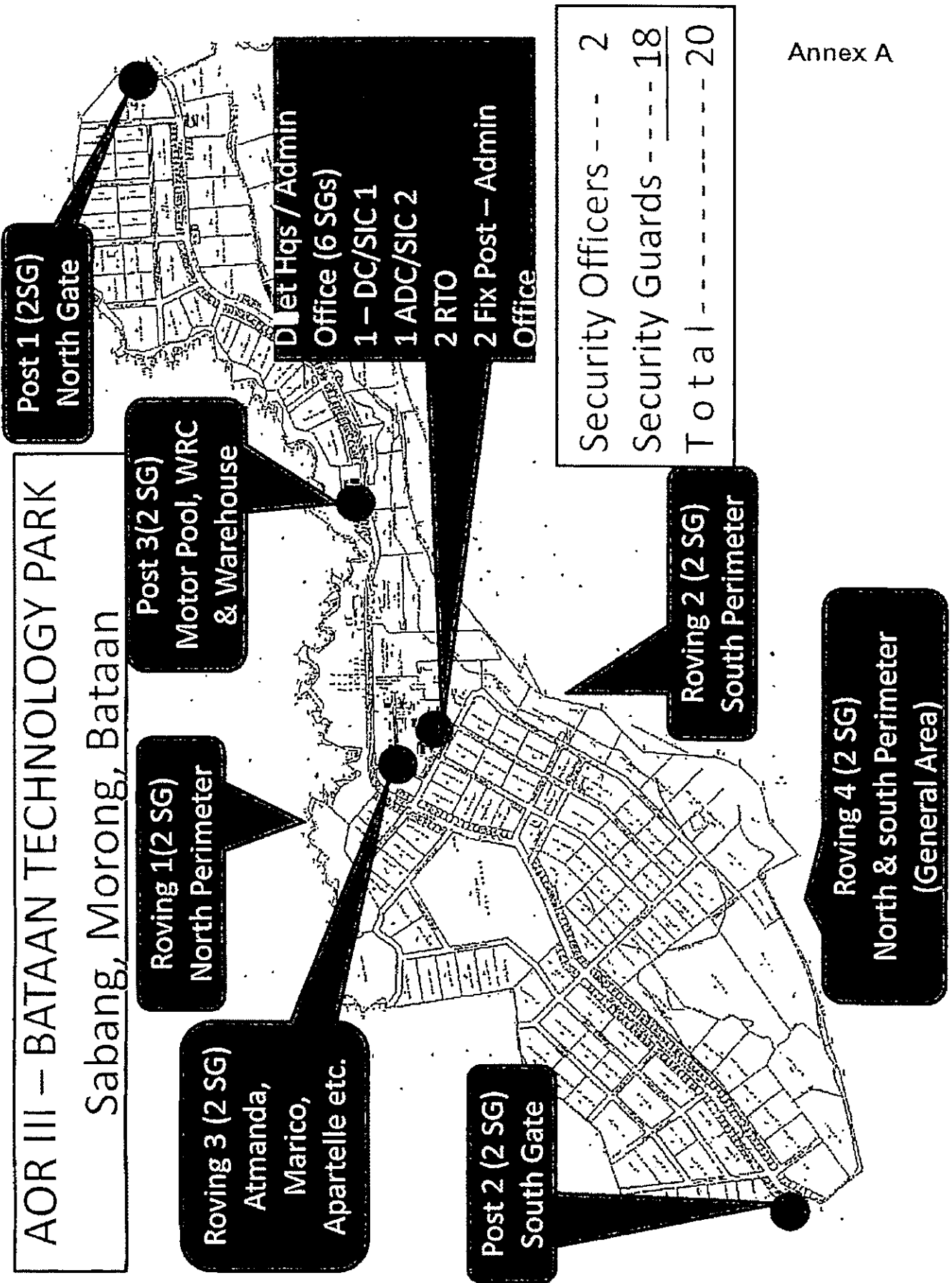
GUARDS REQUIREMENT
AOR III - Bataan Technology Park
12-Hour Duty

SECURITY POST/DET HQS	GUARD SHIFT		NR OF SG	NR OF HR	Hand Held Radio	Firearms	
	1st	2nd				9mm Pistol	Shot Gun
Detachment Commander/SIC-1	1		1	12	1	1	
Asst. Detachment Comdr/SIC-2		1	1	12			
Radio Operator	1	1	2	24			
Post 1 - Main Gate	1	1	2	24	1	1	
Post 2 - Gate 2	1	1	2	24	1	1	
Post 3 - Main Office	1	1	2	24	1	1	
Roving Patrol 1	1	1	2	24	1		1
Roving Patrol 2 - Central Warehouse & Motor Pool and WRC Compound	1	1	2	24	1		1
Roving Patrol 3 - Staff House, Admin Bldg, Apartell & Club House	1	1	2	24	1		1
Roving Patrol 4 - South and North Perimeter Area	2	2	4	48	1		2
TOTAL	10	10	20	240	8	4	5

Relievers: 3 SG

AOR III – BATAAN TECHNOLOGY PARK

Sabang, Morong, Bataan



Diet Hqs / Admin
 Office (6 SGs)
 1 – DC/SIC 1
 1 ADC/SIC 2
 2 RTO
 2 Fix Post – Admin
 Office

Security Officers --- 2
 Security Guards --- 18
 Total ----- 20

STANDARD EQUIPMENT REQUIREMENTS

AOR III - Bataan Technology Park

ITEMS	QUANTITY	REMARKS
COMMUNICATION EQUIPMENT:		
Base Radio with complete accessories & antenna	1	Ready for inspection during Post-Qual.
Hand held radio sets (including battery):		
- For issue to the guards on duty	8	Ready for inspection during Post-Qual.
- Reserve	2	Ready for inspection during Post-Qual.
Battery charger for hand held radios	10	Ready for inspection during Post-Qual.
Extra rechargeable batteries for hand held radios	10	Ready for inspection during Post-Qual.
VEHICLES:		
4-wheeled vehicle with adequate fuel support	1	(1) Ready for inspection during Post-Qual. (2) In the event the number of guards is doubled, additional vehicle should be deployed by the agency.
Motorcycle with adequate fuel support (at least 125 cc)	1	Ready for inspection during Post-Qual.
FIREARMS:		
9mm Pistol for issue to guards on duty	4	Ready for inspection during Post-Qual.
9mm Pistol as reserve	1	Ready for inspection during Post-Qual.
Shot Gun for issue to guards on duty	5	Ready for inspection during Post-Qual.
Shot Gun as reserve	1	Ready for inspection during Post-Qual.
OTHER STANDARD EQUIPMENT:		
Computer with printer and internet connection with at least 2-4 MBPS speed	1	1. Monthly billing for internet chargeable against the security agency and must be operational 1 month upon assumption of AOR. 2. Ready for inspection during Post-Qual.
Digital camera (at least 5 mega pixel)	1	Ready for inspection during Post-Qual.
Portable Metal Detector	1	Ready for inspection during Post-Qual.
BASIC EQUIPMENT FOR DISASTER & EMERGENCY RESPONSE		
Rescue Hydraulic Jack (10 tonner)	1 set	Ready for inspection during Post-Qual.
Chain Block with at least 5 tons capacity	1 set	Ready for inspection during Post-Qual.
Rechargeable Emergency Flashlight	5 sets	Ready for inspection during Post-Qual.
Megaphone	2 sets	Ready for inspection during Post-Qual.
Squad Tent good for at least 10 persons	1 set	Ready for inspection during Post-Qual.
Rescue Multi-purpose Rope with at least 1/2 inch diameter and at least 20 meters length per roll.	5 rolls	Ready for inspection during Post-Qual.
Stretcher	2 ea	Ready for inspection during Post-Qual.
Detachment First Aid Kit	1 set	1. Ready for inspection during Post-Qual. 2. See attached for the list of requirements.
INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:		
Class A Uniform	1	To be inspected during Rank Inspection
Rain Coats and Boots	1	To be inspected during Rank Inspection
Medicine Kit (with Bethadine solution, gauze, Alcohol, Band aid)	1	To be inspected during Rank Inspection
Hand Cuff	1	To be inspected during Rank Inspection
Flash Light	1	To be inspected during Rank Inspection
Baton	1	To be inspected during Rank Inspection

FIRST AID KIT FOR THE DETACHMENT HEADQUARTERS

A. Basic supplies:

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

B. Medications:

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

C. Emergency items:

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

**SPECIFICATIONS OF
SPECIAL EQUIPMENT AND SERVICES REQUIREMENTS**

AOR III: Bataan Technology Park

1. CCTV SYSTEM (6 Channels)

a. The 6 channels CCTV with 6 cameras may be split up into two set. The possible location of CCTV cameras shall be determined by the BTP Management upon assumption of the winning bidder.

c. The Security Agency shall shoulder the cost of installation and monthly billing of internet connectivity (if there is any) throughout the duration of the contract.

d. Specifications for other CCTV Cameras to be installed.
(Note: The 6 channels/cameras as stated herein shall be modified later depending on the required number of channels needed in a particular area where the cameras shall be installed)

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

(2) 6 Channels DVR which supports real-time recording up to 30 frames per second on each channel, and the newest most advanced H.264 compression to maximize picture quality and storage space.

(3) DVR recorder - Record all 6 channels at 30 frames per second at full 720x480 pixels each. It has built-in scheduler which gives the user the ability to pick the time and day for the DVR to record. Can store video recording for all 6 channels up to at least 30 days.

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

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

(8) Built in DDNS domain address

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

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

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

(12) Water Proof (for outdoor camera)

(13) Size of TV Monitor as applicable.

2. K-9 SERVICE:

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

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

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

3. BACKGROUND INVESTIGATION (BI)

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

2. Requirements:

a. validation of submitted documents to include the following:

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

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

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

TABLE OF OFFENSES AND PENALTIES

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

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

TECHNICAL SPECIFICATIONS COMPLIANCE FORM

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

AOR III - Bataan Technology Park, Morong, Bataan

Personnel Requirements

SECURITY POST/DET HQS	GUARD SHIFT		NR OF SG	NR OF HR	Hand Held Radio	Firearms		STATEMENT OF COMPLIANCE (Check Appropriate Box)	
	1st	2nd				9mm Pistol	Shot Gun	compliant	Non-Compliant
	Detachment Commander/SIC-1	1					1	12	1
Asst. Detachment Comdr/SIC-2		1	1	12					
Radio Operator	1	1	2	24					
Post 1 - Main Gate	1	1	2	24	1	1			
Post 2 - Gate 2	1	1	2	24	1	1			
Post 3 - Main Office	1	1	2	24	1	1			
Roving Patrol 1	1	1	2	24	1		1		
Roving Patrol 2 - Central Warehouse & Motor Pool and WRC Compound	1	1	2	24	1		1		
Roving Patrol 3 - Staff House, Admin Bldg, Apartelle & Club House	1	1	2	24	1		1		
Roving Patrol 4 - South and North Perimeter Area	2	2	4	48	1		2		
TOTAL	10	10	20	240	8	4	5		

Relievers: 3 SG

**AOR III - Bataan Technology Park, Morong, Bataan
Standard Equipment Requirement**

ITEMS	QTY	REMARKS	STATEMENT OF COMPLIANCE (Check Appropriate Box)	
			Compliant	Non-Compliant
COMMUNICATION EQUIPMENT:				
Base Radio with complete Accessories & Antenna	1	Ready for inspection during Post-Qual.*		
Hand Held Radio Sets (including battery):				
- For issue to the guards on duty	8	Ready for inspection during Post-Qual.*		
- Reserve	2	Ready for inspection during Post-Qual.*		
Battery Charger for Hand Held Radios	10	Ready for inspection during Post-Qual.*		
Extra Rechargeable Batteries for Hand Held Radios	10	Ready for inspection during Post-Qual.*		
VEHICLES:				
4-wheeled vehicle with adequate fuel support	1	(1) Ready for inspection during Post-Qual.* (2) In the event the number of guards is doubled, additional vehicle should be deployed by the agency.		
Motorcycle with Adequate Fuel Support (at least 125 cc)	1	Ready for inspection during Post-Qual.*		
FIREARMS:				
9mm Pistol for issue to Duty Guards	5	Ready for inspection during Post-Qual.*		
9mm Pistol as Reserve	1	Ready for inspection during Post-Qual.*		
Shot Gun for issue to Guards on Duty	7	Ready for inspection during Post-Qual.*		
Shot Gun as Reserve	1	Ready for inspection during Post-Qual.*		
OTHER STANDARD EQUIPMENT:				
Computer with Printer (Internet Capable)	1	Ready for inspection during Post-Qual.		
Digital Camera (at least 5 mega pixel)	1	Ready for inspection during Post-Qual.		
Portable Metal Detector	1	Ready for inspection during Post-Qual.		
BASIC EQUIPMENT FOR DISASTER & EMERGENCY RESPONSE				
Rescue Hydraulic Jack (10 tonner)	1 set	Ready for inspection during Post-Qual.*		
Chain Block with at least 5 tons capacity	1 set	Ready for inspection during Post-Qual.*		
Rechargeable Emergency Flashlight	5 sets	Ready for inspection during Post-Qual.		
Megaphone	2 sets	Ready for inspection during Post-Qual.		
Squad Tent good for at least 10 persons	1 set	Ready for inspection during Post-Qual.*		
Rescue Multi-purpose Rope with at least 1/2 inch diameter and at least 20 meters length per roll.	10 rolls	Ready for inspection during Post-Qual.*		
Stretcher	5 ea	Ready for inspection during Post-Qual.*		

Detachment First Aid Kit	1 set	(1) Ready for inspection during Post-Qual.* (2) See List of requirement in the TOR		
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* If not available during the Post Qualification Inspection, the Agency must execute an Affidavit of Undertaking that such items shall be made available upon assumption of AOR and its failure to comply can be a ground for the nullification of its contract. The items shall be inspected by elements of SSU and/or TWG, BAC-G who shall render a report to Head, SSU on the result of said inspection.

- All items presented for inspection must be functional, in good working condition and meet the specifications stated in the TOR.
- Vehicles, firearms, and communications equipment to be committed are either owned or leased/rented. In case of lease, a certified true copy of the Affidavit of Lease shall be provided to the Inspection Team.

ITEMS	QTY	REMARKS	STATEMENT OF COMPLIANCE (Check Appropriate Box)	
			Compliant	Non-compliant
INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:				
Class A Uniform	1	To be inspected during Rank Inspection		
Rain Coats and Boots	1	To be inspected during Rank Inspection		
Medicine Kit (with Bethadine solution, gauze, Alcohol, Band aid)	1	To be inspected during Rank Inspection		
Hand Cuff	1	To be inspected during Rank Inspection		
Flash Light	1	To be inspected during Rank Inspection		
Baton	1	To be inspected during Rank Inspection		

***Section VIII. Checklist of Requirements for
Bidders***

CHECKLIST OF REQUIREMENTS FOR BIDDERS

“EACH AND EVERY PAGE OF THE BID FORM, INCLUDING THE SCHEDULE OF PRICES, UNDER SECTION IX 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 AND PROPERLY TABBED AS FOLLOWS:”

ELIGIBILITY DOCUMENTS’ ENVELOPE

- Tab A** PhilGEPS Certificate of Registration under Platinum Membership
- Tab B** Notarized Omnibus Sworn Statement/Affidavit of the prospective bidder (of its background, affiliations, responsibilities as Bidder, authorizations, etc.) (*Section IX, Bidding Forms*)
- Tab C** Statement / List of all on-going, and completed government and private contracts, similar in nature to the contract/project subject of the bidding at hand, within at least the past **three (3) years** (July 2014 to July 2017) using the following forms and support documents:
- (FORM SF-GOOD-13a) 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.
 - (FORM SF-GOOD-13b) Statement / List of at least one (1) **COMPLETED** government and/or private contracts (*Section IX, Bidding Forms*) similar in nature as the contract subject of bidding with a value of at least fifty percent (50%) of the Approved Budget for the Contract (ABC) supported with the following documents (in accordance to BDS Clause 5.4 of the BDS):
 1. Contract; **AND**
 2. Certificate of Completion or Official Receipt of last payment received
- Tab D** Computation of Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5 (*Section IX, Bidding Forms*) or a Committed Line of Credit (CLC) from a universal or commercial bank which must be at least equal to 10% of the ABC
- Tab E** Bid Security (use *Section IX, Bidding Forms* in case of Bid Securing Declaration)
- Tab F** Technical Specifications Compliance Form (Use the supplied Technical Specifications Compliance Form found in the Bid Documents as Section VII)
- Tab G** Schedule of Requirements (use *Section VI*) duly signed in every page by the principal bidder or the bidder’s authorized representative
- Tab H** If applicable, valid Joint Venture Agreement (JVA) in case the joint venture is already in existence; in the absence of a JVA, duly notarized statements from all the potential

joint venture partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful, in accordance with Section 23.1(b) of the IRR.

Each partner of the JV shall likewise submit their respective PhilGEPS Certificates of Registration under Platinum Membership.

The submission of technical and financial eligibility documents by any of the joint venture partners constitute 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 stamped "Received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

TAB I Certification from SOSIA that the Agency is not and has never been blacklisted by any government or private entity.

FINANCIAL PROPOSAL ENVELOPE

The Financial Component shall contain the following:

Tab J Financial Bid Form (*use Section IX Bidding Forms*)

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

- Financial Bid Form
- Derivation of Bid Price

Section IX. Bidding Forms

Bidding Forms

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Bid Form

Date: _____
Invitation to Bid N^o: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* 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 goods 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 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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

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

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

BID PRICE AND DERIVATION OF PRICE

I. COMPONENT 1: SG WITH STANDARD PACKAGE REQUIREMENT

- AOR III: Bataan Technology Park
- Reference: PADPAO Wage Order No. RB III-20
- Twelve (12) Hours Work

COST DISTRIBUTION

Amount Directly to Guard:

New Daily Wage	P	_____	
Ave. Pay per month		_____	
Night Differential Pay		_____	
13 th Month Pay		_____	
5-day Incentive Leave		_____	
Uniform Allowance (RA 5487)		_____	
COLA		_____	
Overtime		_____	
Sub-Total			P _____

Amount to Government in Favor of Guard:

Retirement Benefit (RA 7641)	P	_____	
SSS Premium		_____	
Philhealth Contribution		_____	
State Insurance Fund		_____	
Pag-Ibig Fund (RA 7742)		_____	
Sub-Total			P _____

- A. TOTAL AMOUNT TO GUARD AND GOVERNMENT** P _____
- B. AGENCY FEE (Administrative Overhead & Margin)** P _____
- C. Plus VAT (12% of Admin Overhead & Margin ONLY)** P _____
- D. BID PROPOSAL: Contract Rate per Guard** P _____

II. COMPONENT 2: SPECIAL EQUIPMENT AND SERVICES REQUIREMENTS

- A. CCTV System (6 Channels/Cameras) P _____
- B. Background Investigation Services _____
(Rate/Person x 5 Individuals)
- C. K-9 Services (Rate/Hr x 56 hrs) _____
- D. BID PROPOSAL P _____

III. TOTAL BID PROPOSAL FOR COMPONENTS 1 and 2 P _____

Statement / List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
 Business Address : _____

Name of Contract/ Project Cost	Owner's Name a. b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Total Cost								

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

Standard Form Number: SF-GOOD-13b
 Revised on: July 28, 2004

Statement / List of all Government & Private Contracts completed which are similar in nature to the contract subject of bidding, including Single Largest Completed Contract (SLCC)

Business Name : _____
 Business Address : _____

Name of Contract	d. Owner's Name e. Address f. Telephone Nos.	Nature of Work	Bidder's Role		d. Amount at Award e. Amount at Completion f. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract or Purchase Order; **AND**
- 2 Certificate of Acceptance or Official Receipt(s) of Last Payment

Submitted by : _____
 Designation : _____
 Date : _____
 (Printed Name & Signature)

Contract Agreement Form

CONTRACT FOR SECURITY SERVICES

THE PUBLIC IS INFORMED:

This **CONTRACT** is executed between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers created by virtue of Republic Act No. 7227, as amended, with office and postal address at BCDA Corporate Center, 2nd Floor Bonifacio Technology Center (BTC) Building, 31st St., Crescent Park West, Bonifacio Global City Taguig City, represented herein by its President and CEO, **VIVENCIO B. DIZON** who is duly authorized for this purpose, as evidenced by Secretary's Certificate dated _____, a certified true copy of which is hereto attached as Annex "A" and made an integral part hereof, hereinafter referred to as "**BCDA**";

and

The _____ Name of the Agency _____, organized and existing under and by virtue of the laws of the Republic of the Philippines, with office and postal address at _____, represented herein by its, General Manager, _____, who is duly authorized for this purpose as evidenced by Secretary Certificate dated _____, a certified true copy of which is hereto attached as Annex "B" and made an integral part hereof, hereinafter referred to as the "**AGENCY**";

ANTECEDENTS:

Pursuant to Republic Act No. 7227, BCDA was created to accelerate the sound and balanced conversion into alternative productive civilian uses of the former US Baselands and their extensions;

Consistent with the same law, the President of the Philippines issued Executive Order No. 40, Series of 1992, transferring major portions of Fort Bonifacio and Villamor Air Base, among other Metro Manila Camps, to **BCDA** for disposition and/or development in order to raise funds for the conversion program as well as for the relocation and modernization of the Armed Forces of the Philippines;

In view of aforementioned transfer of subject lands to **BCDA**, there is compelling necessity to protect certain areas or portions thereof from intrusion of squatters, illegal construction of structures and acts of vandalism, as well as protect **BCDA** officers and staff therein;

Section 518 under Service Contracts of the Government Accounting and Auditing Manual (GAAM) provides that "departments, bureau, offices, or agencies of the national government are authorized to enter into contracts with private firms and non-governmental organizations for services related or incidental to their respective functions and operations, through public bidding or negotiated contracts, whenever it is impractical or more expensive

for the government to directly undertake such functions and operations, subject to accounting and auditing rules and regulations”;

As a result of the public bidding conducted for the purpose on _____, the Bids and Awards Committee for Goods recommended the award of the Contract for Security Services to the **AGENCY** for Bataan Technology Park, hereinafter referred to as the **AOR III**, since its offer is the most advantageous to **BCDA**;

The BCDA Board passed a resolution during its meeting on _____, approving the award of the Contract for Security Services for AOR III to the **AGENCY** at the monthly rate as enumerated below:

1. Component 1: Security Guards with Standard Package Requirements:

Particulars	Amount
Amount to Guard and the Government	
Agency Fee	
12% VAT (Applicable to Agency Fee only)	
Rate per guard per month	
Total Contract price for 20 guards for the 1st year only	

2. Component 2: Special Equipment and Services Requirements:

Particulars	Amount	Remarks
CCTV System		Refer to TOR
Background Investigation		Refer to TOR
K-9 Services		Refer to TOR
TOTAL		

3. The total contract price for Components 1 and 2: _____

NOW, THEREFORE, the Parties hereto agree and do hereby mutually bind themselves as follows:

ARTICLE I

A. AREA OF RESPONSIBILITY

1.1. The **AGENCY** shall provide Security Services at the Bataan Technology Park (BTP), Brgy Sabang, Morong, Bataan including certain improvements therein, hereinafter referred to as the **AOR III**.

1.2. The Security Services to be provided in AOR III shall composed of two (2) major components as follows:

1.2.1. Security Guards with Standard Package Requirements

1.2.2. Special Equipment and Services Requirements:

1.3. The above components include the hiring of security guards and the standard package that goes with it, special tools and equipment, and other services as described

below. The budget allocated for the procurement of CCTV equipment and installation will be a one-time procurement and that these equipment become the property of BCDA.

Components	Description	Remarks
Component 1: Security Guards with Standard Package Requirements		
20 Security Guards	12-Hr Duty	Refer to TOR
Component 2: Special Equipment and Services Requirements		
CCTV system		a) Refer to TOR b) Increment procurement and installation depending on the location of the number of channels which will be determine after assumption of AOR. c) To be owned by BCDA
Background Investigation (BI)	As required	Refer to TOR
K-9 Services	Deployment as required	Refer to TOR

1.4. Special requirements of the AOR III, aside from those stipulated in the Terms of Reference (TOR), must first be mutually agreed upon by the Parties in writing.

ARTICLE II CONTRACT DOCUMENTS

2.1. The following documents shall form integral parts of this Contract as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of the Contract, or by mutual agreement of both Parties in writing, and by provisions of relevant laws, codes, ordinances, rules and regulations of the government:

- Annex "A" - **BCDA's** Secretary's Certificate;
- Annex "B" - **AGENCY's** Secretary's Certificate;
- Annex "C" - Terms of Reference (TOR);
- Annex "D" - Items to be provided by the **AGENCY**;
- Annex "E" - PADPAO Security Services Rate for the Region;
- Annex "F" - Notice of eligibility/Invitation to submit proposal;
- Annex "G" - Instruction to Eligible Bidders / Bid Documents;
- Annex "H" - Bid Security;
- Annex "I" - Affidavit of Site Inspection
- Annex "J" - Bid Letter;
- Annex "K" - Bid price and derivation of price per security guard;
- Annex "L" - Comprehensive security plan for the AOR;
- Annex "M" - Verified and validated structural map of the AOR;
- Annex "N" - Guarantee bond for losses and damages;
- Annex "O" - Guarantee bond for salaries and wages of security personnel;
- Annex "P" - Medical/Insurance Coverage of Guards;
- Annex "Q" - Notice of Award with **AGENCY's** "Conforme";
- Annex "R" - **AGENCY's** Certification under oath that it is free and clear of all tax liabilities to the government as required under EO 398, dated 12 January 2005;
- Annex "S" - Copy of latest income and business tax returns duly stamped and received by the Bureau of Internal Revenue (BIR) and duly validated with the tax payments made thereon; and

Annex "T" - Other pertinent documents as may be required by **BCDA** and the Commission on Audit (COA).

2.2. All contract documents are and shall remain property of **BCDA**.

2.3. All documents which have been or may hereinafter be executed by the Parties shall likewise form integral parts of this Contract.

2.4. It is expressly agreed and understood that in case of conflict between this Contract and the provisions of the Contract Documents incorporated as forming integral parts hereof, the former shall prevail.

B. ARTICLE III FUNCTIONS AND DUTIES OF AGENCY AND THE SECURITY GUARDS

The **AGENCY** shall perform the following functions, duties and responsibilities within its AOR:

3.1. Provide quality security services on five areas of security, to wit: Personnel Security, Physical Security, Document Security, Communications Security, and Cybersecurity.

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

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

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

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

3.1.5. Cybersecurity - Implement (in its own ICT system) basic cybersecurity technologies, processes and measures designed to protect computers, networks and data from unauthorized access, vulnerabilities and attacks; and when required, assist the BCDA ICT Department in cybersecurity.

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

3.3. In times of emergency, all deployed security guards shall be in emergency mode and ready to implement contingency plans. Those who are within the immediate area of the emergency situation shall act as first responders and be prepared to handover the responsibility to designated authority.

3.4. Conduct at least two seminars (2 hours per seminar) to BCDA personnel on emergency preparedness and conduct drills on emergency situation in coordination with the emergency plan/s of the building or area administrator.

3.5. Provide special services such as canine deployment and conduct of background investigation of personnel as may be directed.

3.6. Install and operate the CCTV system in designated AOR to ensure widest monitoring coverage of the area of operations. Ensure the proper maintenance of the system and to timely report any damage to the system so that BCDA can immediately respond to maintenance requirements.

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

3.8. Prevent intrusion and proliferation of informal settlers and building of illegal/unauthorized structures within its AOR. Stop and demolish on-going illegal construction of structures within seventy-two (72) hours upon discovery.

3.9. Should the Agency fail to enforce item 3.8 above, it shall compensate BCDA for the cost of demolition and eviction, and pay BCDA the amount of P20,000.00 per structure illegally constructed during the effectivity of the Contract;

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

3.11. Submit the following reports:

3.11.1. Daily Activity and Situation Report.

3.11.2. Incident Report (In case of occurrence of unusual incident)

3.11.3. Investigation Report (as necessary)

3.11.4. Special Reports (In cases of confluence of events and observations which have bearing on safety and security)

3.11.5. Information Reports (as obtained)

3.11.6. Accomplishment Reports:

a. Monthly – Every 1st Monday of succeeding month

b. Quarterly – Every 1st week of succeeding quarter

c. Annual – Every 2nd week of January

3.11.7. Roster of Guards (every 15th and 30th of the month)

3.11.8. Guard Deployment Schedule (every 15th and 30th of the month)

3.11.9. Daily Guard Detail

3.12. Employ/deploy guards with the following qualifications:

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

a. Basic Security Officer/Guard Training Course

b. Retraining/Refresher SO/SG Training Course.

c. Basic Marksmanship Training Course

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

a. Basic Life Support Training/Seminar

b. VIP Security Training/Seminar

c. Marksmanship Refresher Training

d. Info Gathering and Basic Report Writing Training/Seminar

- e. Disaster and Emergency Response Training
- f. Basic Computer Training for Security Officers

3.13. Coordinate with the Philippine National Police (PNP), Armed Forces of the Philippines (AFP) and other friendly forces on matters related to the security and protection of respective AOR.

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

ARTICLE IV

GUARD FORCE

4.1. The AGENCY shall deploy **Twenty (20)** security guards in AOR III on a twenty four (24) hours, seven (7) days a week security coverage, under a twelve (12) hours duty shifts of security guards as specified in the Guard Requirement for AOR III of the Terms of Reference (Annex C); provided, that BCDA reserves the right to amend said Guards Requirement whenever deemed necessary without violating conditions under Section 11.9 of this Contract; provided further that the number of contracted guards may be increased or decreased any time upon the written instruction of BCDA.

4.2. Should the need arises and upon amenability of the **AGENCY**, the latter should be able to increase the number of security guards deployable to other areas of responsibility like areas covered by BCDA affiliates/subsidiaries within or outside Metro Manila at any given time and upon written notice from BCDA.

4.3. The **AGENCY** must be able to deploy female security guards equivalent to at least 10% of the security force.

ARTICLE V

C. QUALIFICATIONS OF SECURITY GUARDS

5.1. The Security Officers (Detachment Commander, Assistant Detachment Commander, Shift-In-Charge) must possess the following qualifications:

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

5.1.2. Be at least five (5) feet and four (4) inches in height for male and five (5) feet in height for female , and must not be more than fifty (50) years old at the time of cceptance;

5.1.3. Must not be more than fifty (50) years old at the time of acceptance;

5.1.4. Be computer literate and a licensed driver;

5.1.5. Must possess the necessary clearances from Barangay, Philippine National Police (PNP) National Bureau of Investigation (NBI), Neuro-Psychiatric Test and Drug Test.

5.1.6. In case the security officer is a former AFP/PNP personnel must either be retired or honorably discharged from the Service. A copy of retirement order or honorable discharge order duly authenticated by competent authorities must be submitted.

5.2. The security guards to be deployed must possess the following qualifications:

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

5.2.2. At least five (5) feet and four (4) inches in height for male and five (5) feet in height for female;

5.2.3. Possess the necessary clearances from Barangay, Philippine National Police (PNP), National Bureau of Investigation (NBI), Neuro-Psychiatric Test and Drug Test;

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

5.3. The **AGENCY** shall submit bio-data and work employment record with corresponding description of expertise and experience of the nominated Detachment Commander; Assistant Detachment Commander; and Shift-In-Charge; for review by BCDA. Acceptance or denial of the nominated Security Officers and Guards shall be determined by the Security Services Unit of BCDA.

5.4. Likewise, the **AGENCY** shall submit to BCDA the 201 files of all deployed security officers and guards to include Personal Data Sheet, copies of Security Licenses, Certificates of Completion of Training for security officers/guards, NBI Clearances, Police Clearances, Barangay Clearances, Neuro-Psychiatric Clearances and result of Drug Tests.

5.5. The **AGENCY** shall certify under oath as to the correctness of the statements made, and the completeness and authenticity of the documents submitted. Qualifications of Officers and Security Guards shall be validated during the post qualification.

**ARTICLE VI
PRESCRIBED ATTIRE OF SECURITY GUARDS**

6.1. The security guards deployed by the **AGENCY** in the **AOR III** must be in proper uniform at all times while on duty.

6.1.1. Security Officers – Barong Long Sleeves (Monday, Tuesday, Thursday)
Polo Barong (Wednesday, Weekends and Holidays)

6.1.2. Drivers – Polo Barong

6.1.3. Security Guards – Uniform with complete accessories as prescribed in RA 5487.

**ARTICLE VII
EQUIPMENT AND ADDITIONAL SERVICES TO BE PROVIDED BY THE AGENCY**

The **AGENCY** shall provide all the items/equipment as enumerated in the following two (2) components of the Security Services to be provided in AOR I as indicated in the TOR and as enumerated in the "ITEMS TO BE PROVIDED BY THE AGENCY" hereto attached as Annex "D" and made an integral part hereof:

7.1. Security Guards with Standard Package Requirements

7.2. Special Equipment and Services

**ARTICLE VIII
CONSIDERATION**

8.1 For purposes of billing for services to be rendered under this Contract, **BCDA** shall pay the **AGENCY** the amount of _____ PESOS (P _____) per guard actually deployed per month, for twelve-hour work daily, seven (7) days a week, which amount shall be inclusive of all charges, including taxes to be paid to Government.

8.2. Services rendered pending execution of this Contract upon request of, and which inured to the benefit of **BCDA**, shall be treated in accordance with the terms and conditions hereof.

8.3 This Contract shall be retroactive to the time the **AGENCY** actually started providing the service subject hereof.

**ARTICLE IX
MANNER OF PAYMENT**

9.1. The **AGENCY** shall bill **BCDA** twice a month, preferably every 15th and 30th or 31st day of every month for services actually rendered by the security guards. For this purpose, the **AGENCY** shall submit the payroll records of the guards with their names, hours of work rendered and a certification that the guards, whose names appear therein, actually and truly rendered the services for the particular billing period. Non-compliance therewith gives **BCDA** the right to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.

9.2. It is understood that a portion of the amount to be paid to the **AGENCY** represents the salaries of the security guards deployed in the **AOR III** and shall be received by the **AGENCY**

only in trust for the said security guards. In this regard, the **AGENCY** shall strictly adhere to the Schedule hereto attached as Annex "K" and made an integral part hereof.

9.3. The **AGENCY** shall be entitled to request for corresponding adjustment of the stipulated contract price herein in the event the minimum wage is increased or where there is increased fringe benefit in favor of the employees pursuant to law, executive order, decree or wage order subsequent to the execution of this Contract; provided the **AGENCY** presents proof thereof, which proof shall be certified by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) through its "Committee on PADPAO Rate Computation".

ARTICLE X SUPERVISION AND CONTROL

The **AGENCY** shall exercise and provide direct supervision, control and administration over its guards to be deployed in the **AOR III** in accordance with laws, ordinances and pertinent government rules and regulations, as well as policies, rules and regulations prescribed by **BCDA**.

ARTICLE XI OBLIGATIONS/LIABILITIES OF THE AGENCY

The Parties hereto hereby agree to assume and adhere to the following guidelines under this Contract:

11.1. The **AGENCY** shall faithfully comply with its obligations to the guards and to Government as reflected in Annex "E". (PADPAO Wage Order in the Region)

11.1.1. The Security Agency shall guarantee each security officer/guard a pay rate not lower than the minimum wage rate and other remuneration and benefits as provided for in the Philippine Labor Code and the Wage Orders officially issued by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO).

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

11.1.3. The Security Agency shall timely and regularly remit all obligations (Amount to Government in Favor of Guard as indicated in the PADPAO Wage Order) for SSS, PhilHealth, Pag-Ibig, and other mandatory remittances as deducted from the pay and allowances of the security guards and officers.

11.1.4. The Security Agency shall be entitled to request from BCDA for adjustment of the contract price in the event the minimum wage is increased or where there is an increase in the fringe benefits in favor of the guards pursuant to law, executive order, decree or wage order; provided that the Security Agency presents acceptable proof thereof,

e.g. copy of a wage order certified by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO), through its "Committee on PADPAO Rate Computation".

11.1.5. BCDA has the right to demand from the Security Agency proofs of compliance of its obligations under sub-clauses 11.1.1 to 11.1.3.

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

- a. Only the "Amount to Guard and Government" shall be adjusted and NOT the Agency Fee; and
- b. The 12% VAT shall only be imposed on the Agency Fee and not on the Amount to Guard and Government, in accordance with BIR Revenue Memorandum Circular No. 39-2007, as applied to wage orders issued by PADPAO.

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

11.3. The **AGENCY** shall ensure that the security guards to be deployed in the **AOR III** are fully covered by medical and All-Risk Insurance at the **AGENCY's** own cost.

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

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

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

11.5.2. If the property (being guarded), lost or damaged, was kept in storage and has not been properly turned-over to the **AGENCY**.

11.6. **BCDA** shall neither deduct its claim for losses and/or damages from the payments to be made to the **AGENCY** for guard services, nor withhold payment to the **AGENCY** without prior notice except for non-compliance with the **AGENCY**'s obligations as provided under paragraph 9.1 of Article IX and paragraph 11.4 of Article XI hereof.

11.7. The **AGENCY** shall be liable to **BCDA** for the cost of demolition in addition to the penalty of **Pesos: Twenty Thousand (P20,000.00)** for every structure illegally built during the term of its contract. For this purpose, the **AGENCY** hereby authorizes **BCDA** to deduct such cost and penalty from its billing.

11.8. The **AGENCY** shall not be liable for losses and/or damages due to:

11.8.1. Fortuitous events or force majeure beyond the control of the security guards to prevent despite exercise of due diligence; provided that the same is reported to **BCDA** within twenty-four (24) hours from occurrence thereof so that **BCDA** can verify the same. For this purpose, fortuitous events or force majeure shall mean any of the following:

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

11.9. Except upon prior written approval of **BCDA** as provided in Article III hereof, no guard shall render overtime, nor two (2) successive shifts in one day nor shall each guard's schedule of duty overlap with that of another. Otherwise, **BCDA** shall have no obligation to pay the **AGENCY** for the overtime rendered.

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

11.10.1. A copy of the latest income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon; and

11.10.2. A valid Tax Clearance from the BIR.

11.11. The **AGENCY**'s failure to submit aforecited proofs of payment of taxes shall entitle **BCDA** to suspend payment of the **AGENCY**'s billings.

ARTICLE XII REPLACEMENT OF SECURITY GUARDS

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

**ARTICLE XIII
PREPARATION OF A COMPREHENSIVE SECURITY PLAN**

The **AGENCY** must submit a comprehensive security plan, including fire, bomb threat, earthquake and typhoon to **BCDA** for review and approval within the period prescribed in the TOR. The **AGENCY** shall strictly observe and implement the security plan once the same is formally approved by **BMHI/BCDA**.

**ARTICLE XIV
PERFORMANCE SECURITY**

14.1. To guarantee the faithful performance of the **AGENCY** of its responsibilities and obligations under the Contract for Security Services, and the payment to **BMHI/BCDA** for losses and/or damages suffered thereby, and such other liabilities that the **AGENCY** may have incurred during its tour of duty arising from unsatisfactory performance or non-performance under the Contract, the **AGENCY** shall post a **Performance Security** in favor of **BCDA** in the amount of _____ **PESOS (P _____)**, which is equal to Thirty Percent (30%) of the total consideration, in the form of Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. The **Performance Security** shall be callable on demand and shall have a validity period equal to the duration of the contract including its renewal or extension, if any, plus three (3) months.

14.2. Similarly, to answer for the wages due the security guards should the **AGENCY** fail to pay the same, a **wage security** shall be posted by the **AGENCY** in favor of **BCDA** in an amount equal to three (3) months' cost of labor in the **AOR** equal to _____ **PESOS (P _____)**. The **wage security** shall be callable on demand and shall have a validity period equal to the duration of the contract including its renewal or extension, if any, plus three (3) months.

**ARTICLE XV
EFFECTIVITY, DURATION AND EXTENSION OF CONTRACT**

15.1. The **AGENCY** shall provide security services to **BCDA** for a contract period of three (3) years, subject to renewal annually based on any or all of the following criteria:

15.1.1. Results of the Semestral Performance Evaluation and Inspection (PEI).

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

15.2. It is understood that paragraph 15.1 above allows **BCDA** to exercise its right to either extend or terminate the Contract based on the results of the PEI and/or the assessment of the security situation and security needs of **BCDA**. Moreover, it must be explicitly stated that based on the security needs of **BCDA**, the number of deployed security personnel may either be reduced or increased by **BCDA** as the case may be. Therefore, **BCDA** may opt to introduce other security measures such as the use of access cards to compensate for the reduced number of deployed guards and to improve security.

15.3 After the contract period of three (3) years, the Contract may be extended for a maximum of twelve (12) months, renewable monthly, subject to the results of the performance evaluation of the Security Agency, exigency of service, availability of funds and upon mutual agreement of the parties.

15.4. The Agency is expected by BCDA to maintain at least a rating of "Satisfactory" level of performance in the first six months of the term of the contract based on the performance criteria which shall include, among others, (i) quality of service delivered; (ii) compliance to required resources and scope of work; (iii) standards of internal governance; (iv) training and suitability of personnel; (v) contract administration and management; and (vi) provision of regular and special reports on the status of BCDA's premises in terms of security in accordance with the security plan. It should be emphasized, however, that BCDA desires that the contracted security providers should deliver quality services within the range of "Very Good" to "Excellent" level of performance. The actual level of performance shall be assessed by BCDA, through SSU, before the end of every semester of each year, and shall serve as one of the bases for the renewal of its contract for another one (1) year or until the final three (3)-year period mentioned in this Terms of Reference shall have been completed in accordance with Government Procurement Policy Board (GPPB) rules and regulations on implementation of said three (3)-year period. Based on the assessment, the BCDA may terminate the contract of the security service contractor for its poor performance (not within the BCDA's standard level of performance, i.e. poor and satisfactory) or failure to comply with its obligations as stipulated in the contract.

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

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

ARTICLE XVI LIQUIDATED DAMAGES

BCDA shall, without prejudice to its other remedies under this Contract and under applicable law, deduct from the Contract Price, as liquidated damages, a sum equal to at least one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, BCDA, without prejudice to other courses of action and remedies open to it, may consider termination of the Contract pursuant to Article XVII hereof.

ARTICLE XVII TERMINATION

Either Party may terminate this Contract for breach of any provision thereof and for other legal causes by written notice given to the other party at least two (2) weeks before the intended date of termination.

**ARTICLE XVIII
DISPUTE RESOLUTION**

- 18.1. Any dispute or controversy between the Parties in connection with or arising from this Contract shall, as far as practicable, be settled by the Parties amicably.
- 18.2. During the pendency of any such dispute, the **AGENCY** shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by **BCDA**.
- 18.3. Should **BCDA** be constrained to resort to court action to enforce or safeguard its rights and interest under this Contract, the **AGENCY** shall be liable to **BCDA** for attorney's fees in an amount equal to twenty percent (20%) of the total sum claimed in the Complaint, but in no case less than P50,000.00, whichever is higher, exclusive of damages and the expenses of litigation. Any and all disputes arising out of this contract shall be filed by the Parties in the proper court of having jurisdiction over the AOR, to the exclusion of all other courts, bodies and tribunals.

**ARTICLE XIX
AMENDMENT**

Amendment or modification of the terms and conditions or any of the provisions of this Contract shall be made only upon a written instrument which shall be signed by both Parties hereto.

**ARTICLE XX
AGENCY'S WARRANTY**

The **AGENCY** warrants that it has not given or promised to give money, gift or any material favor/consideration to any officer or employee of **BCDA** to secure or in consideration of this Contract and that any violation of this warranty shall be sufficient ground for **BCDA** to revoke or cancel the same with or without need of judicial action by giving written notice to that effect to the **AGENCY**.

IN WITNESS WHEREOF, the Parties hereto and their principal witnesses hereby set their hands on this document on the ____ day of _____, 2016 at _____.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

Name of the agency

By:

By:

VIVENCIO B. DIZON
President and CEO

General Manager

Signed in the Presence of:

AILEEN ANUNCIACION R. ZOSA
Executive Vice President

ACKNOWLEDGMENT

**REPUBLIC OF THE PHILIPPINES)
TAGUIG CITY) S.S.**

BEFORE ME, a NOTARY PUBLIC for and in the City of Taguig, personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Issued on/at</u>
VIVENCIO B. DIZON	_____	_____
_____	_____	_____

who proved to me by their competent evidence of identity to be the same persons who executed the foregoing Contract and they acknowledge to me that the same is their free act and deed and that of the entity herein represented.

IN WITNESS WHEREOF, I set my hand and seal this _____ day of _____, 2017, in Taguig City, Philippines.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2016

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the rest:*

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the 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 [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

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. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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 _____

* This form will not apply for WB funded projects.

BID SECURING DECLARATION FORM

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

x-----x

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference number]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

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. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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. _____

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Section X. Schedule of Bidding Activities

**Re-Bidding of Security Services for AOR III - Bataan
Technology Park, Morong, Bataan**

SCHEDULE OF BIDDING ACTIVITIES *

No.	ACTIVITIES	DATE / SCHEDULE (2017)
1	Pre-Procurement Conference	August 16 @ 11AM
2	Posting / Publication (BCDA & PhilGEPS Websites; BCDA Premises)	August 18 - 24
3	Issuance of Bid Documents	August 18 – September 15
4	Pre-Bid Conference	August 31 @ 10:00 AM
5	Deadline for Request for Clarification, if any	September 4 @ 5PM
6	Issuance of Bid Bulletin, if any	September 8
7	Deadline for Submission of the following: <ul style="list-style-type: none"> • Eligibility Requirements • Financial Proposal 	September 15 @ 1:00 PM
8	Opening of the ff: <ul style="list-style-type: none"> • Eligibility Requirements • Financial Proposal 	September 15 @ 2:00 PM
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	September 15 - 18
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	September 19
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	September 20-22
12	Deliberation by BAC of the Results of Post-qualification	September 25 @ 2:00 PM
13	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	September 27
14	Approval of BAC Resolution and Issuance of Notice of Award*	September 29
15	Issuance of Notice to Proceed and Contract Signing	October 2

***Subject to change** 







