

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**BIDDING FOR SECURITY
SERVICES FOR**

**AOR I – BCDA
CORPORATE CENTER
AND**

BCDA FACILITIES, PDS

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Section I. Invitation to Bid

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INVITATION TO BID

THREE (3) YEARS CONTRACT FOR SECURITY SERVICES FOR AOR I – BCDA CORPORATE CENTER AND BCDA FACILITIES, PDS

- The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, through its 2018 Corporate Budget, intends to apply the sum of **Eleven Million Two Hundred Twenty Thousand Two Hundred Twenty Eight Pesos (PhP 11,220,228.00)** for the first year only, inclusive of VAT and all other applicable government taxes, fees and other charges, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Security Services for AOR I – BCDA Corporate Center BCDA Facilities, PDS** with details below. Bids received in excess of the ABC shall be automatically rejected at bid opening.

AOR	No. of SG	Duty Hr Per Shift	Location	ABC (1 year Only)
AOR I – Sector A: BCDA Corporate Center	13	12-Hour	2 nd Flr., Bonifacio Technology Center Bldg., 31 st St., Bonifacio Global City, Taguig City	₱ 6,341,868.00
AOR I – Sector B: BCDA Facilities, PDS	10	12-Hour	Pamayanang Diego Silang Compound, Brgy. Ususan, Taguig City	4,878,360.00
TOTAL	23			₱ 11,220,228.00

Reference: PADPAO Wage Order No. NCR-21

Computation of ABC: Rate per SG per Mo. x 23 SG x 12 Months

- BCDA now invites bids for the submission of Eligibility Documents for the Security Services for AOR I – BCDA Corporate Center and BCDA Facilities, PDS. Delivery of the said security services is required for the period June 16, 2018 to 15 June 2021. Bidders should have completed, within three (3) years (May 2015 to May 2018) from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

4. Interested bidders may obtain further information from the BCDA and inspect the Bidding Documents at the address given below during Mondays to Fridays from 08:00 AM to 05:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders from **25 April to 14 May 2018, 8:00AM to 5:00 PM, except Saturdays, Sundays and Holidays, and until 15 May 2017 from 8:00 AM to 09:00 AM** at a non-refundable fee of **Pesos: Twenty Five Thousand (P25,000.00)** at the **BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City.**

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) (www.philgeps.gov.ph) and the website of BCDA (www.bcd.gov.ph), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. BCDA will hold a Pre-Bid Conference on **03 May 2018 at 3:30 PM**, at the address cited above, which shall be open to prospective bidders.
7. Bids must be duly submitted on or before **15 May 2018 at 9:00 AM** at the **BCDA Central Receiving and Releasing Area (CRRA)** at the address given above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 18.**

Bid opening shall be on **15 May 2018 at 10:00 AM**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the BCDA Corporate Center, with the same address given above. Late bids shall not be accepted.

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

Atty. Leah Anne R. Maligaya
Head Secretariat, BAC-G
(02) 575-1778
bacgsecretariat@bcd.gov.ph

BIDS AND AWARDS COMMITTEE FOR GOODS

BY:

BGEN CARLOS F QUITA (RET)
Chairman

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

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

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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

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

(v) “obstructive practice” is

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

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

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

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

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

4. Conflict of Interest

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

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

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

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

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

5. Eligible Bidders

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

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

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

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

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

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

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

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

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

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

7. **Origin of Goods**

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

8. **Subcontracts**

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that

any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

- (b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the

Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

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

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

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
 - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

- (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
- (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing

market prices, associated with the types of works or goods to be procured.

- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

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

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
- (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

<p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

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

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the

performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.

18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.

18.5. The bid security may be forfeited:

- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding,

submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- (b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications

received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

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

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless

otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
 - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received

through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

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

26. Clarification of Bids

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

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
 - (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
 - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles,

materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

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

- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

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

Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

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

- (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
- (ii) If the project is no longer necessary as determined by the HoPE; and
- (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

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

F. Award of Contract

31. Contract Award

31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
- (b) Posting of the performance security in accordance with **ITB** Clause 33;
- (c) Signing of the contract as provided in **ITB** Clause 32; and

- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

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

32. Signing of the Contract

32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

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

32.4. The following documents shall form part of the contract:

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

33. Performance Security

33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Thirty percent (30%)

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

34. Notice to Proceed

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

35. Protest Mechanism

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

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Section III. Bid Data Sheet

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BID DATA SHEET

ITB Clause	
1.1	<p>The Procuring Entity is:</p> <p style="text-align: center;">BASES CONVERSION AND DEVELOPMENT AUTHORITY</p> <p>The name of the Contract is:</p> <p style="text-align: center;">SECURITY SERVICES FOR AREA OF RESPONSIBILITY (AOR) I – BCDA CORPORATE CENTER AND BCDA FACILITIES, PDS.</p>
1.2	<p>The lot(s) and reference is/are:</p> <p style="text-align: center;">THREE (3)-YEAR CONTRACT FOR SECURITY SERVICES FOR AOR I – BCDA CORPORATE CENTER AND BCDA FACILITIES, PDS.</p>
2	<p>The Funding Source is:</p> <p style="text-align: center;">THE GOVERNMENT OF THE PHILIPPINES (GOP) THROUGH BCDA'S 2018 CORPORATE BUDGET.</p> <p>The name of the Project is:</p> <p style="text-align: center;">SECURITY SERVICES FOR AOR I – BCDA CORPORATE CENTER AND BCDA FACILITIES, PDS.</p>
3.1	No further instructions.
5.1	<p>Former and current security providers of BCDA, to include their subsidiaries, affiliates and sister companies, that has been rated "Poor" during the conduct of periodic Performance Evaluation and Inspection and/or 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 for five (5) years effective from the time the Security Provider was terminated for cause by BCDA to 15 May 2018 (Opening of Bids).</p> <p>Subsidiary – An enterprise controlled by another (called the parent) through the ownership of greater than 50% of its voting stock.</p> <p>Affiliate – Two parties are affiliates if either party has the power to control the other, or a third party controls or has the power to control both. Affiliation also exists in (1) in interlocking directorates or ownership, (2) in identity of interests among members of a family and, (3) where employees, equipment, and/or facilities are shared.</p>

5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p>The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1 (a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose "similar contracts" shall refer to contracts involving <u>the provision of Security Services.</u></p>
6.2 (b) & (c)	<p>The bidders may join the site inspection of the AOR together with the BCDA representative prior to submission of bid proposals on the dates and time stated in the Schedule of Bidding Activities. Details of the site inspection shall be discussed during the Pre-Bid Conference.</p> <p>The allotted date and time for the site inspection shall be STRICTLY followed. Any site inspection other than the said schedule will be on the initiative of the bidder and should notify BCDA in writing on the date and time the bidder will visit the site. For guidance, BCDA will provide map of the AOR.</p>
7	No further instructions.
9.1	BCDA will hold a Pre-Bid Conference for this Project on 03 May 2018, at 3:30 PM at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City
10.1	<p>BCDA's address is:</p> <p>BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City Tel No.: (02) 575-1700 / Fax No. (02) 816-0996 Website: www.bcda.gov.ph</p> <p>BACG Secretariat:</p> <p>Atty. Leah Anne R. Maligaya Head Secretariat, BAC-G (02) 575-1778 <u>bacgsecretariat@bcda.gov.ph</u></p>
12.1 (a)	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within three (3) years (May 2015 to May 2018) prior to the deadline for the submission and receipt of bids on <u>15 May 2018 at 9:00AM.</u>

<p>13.1</p>	<p>a. The cost proposal shall be inclusive of all applicable taxes, fees and other charges relative to the bid.</p> <p>b. The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, the amount written in words shall prevail. In case of discrepancy between the price and the total cost, the total cost shall prevail.</p> <p>c. 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:</p> <ol style="list-style-type: none"> 1. Opening of Eligibility Documents 2. Opening of Financial Bid <p>d. The Contract for Security Services for AOR I will be awarded to the bidder who has the "Lowest Calculated and Responsive Bid".</p> <p>e. Financial proposal shall indicate or include the items for security guards based on PADPAO Wage Order No. NCR-21.</p> <p>f. The Portion of the Financial Proposal indicating the "Amount in Favor of Guard and Government" <u>should not go below the amount/rate</u> prescribed in PADPAO Wage Order No. NCR-21. Only the "Administrative Overhead and Margin" <u>shall be adjusted</u> for Competitive Bidding.</p> <p>g. The 12% VAT included in the computation of bids shall be imposed only on the "Administrative Overhead and Margin" (a component of the wage distribution formula) based on the principle applied on the PADPAO Wage Order pursuant to BIR Memorandum Circular 39-2007 .</p>
<p>13.1(b)</p>	<p>No further instructions.</p>
<p>13.1(c)</p>	<p>No additional requirements.</p>

13.2	<p>a. The ABC is Eleven Million Two Hundred Twenty Thousand and Two Hundred Twenty Eight Pesos (Php 11, 220,228.00). Any bid exceeding this amount shall not be accepted.</p> <p>b. A bid price wherein the "amount to guard and government" is lower than the minimum rate per guard per month prescribed in PADPAO Wage Order No. NCR-21 shall automatically be disqualified.</p> <p>c. In case of a tie after the post-qualification, the provisions of the GPPB Circular 06-2005 (Tie-Breaking Method) shall apply.</p> <p>d. In accordance with the GPPB Non-Policy Memorandum dated 03 November 2014 (Section 32.2.1(a) of the Revised Implementing Rules and Regulation of RA 9184), zero (0) bid in any item that is specifically prescribed in the PADPAO Rate is considered non-compliant.</p> <p>e. A bid price higher than the specified ABC, either taken as a whole or as an individual component shall automatically be disqualified.</p>
15.4(a)(iv)	No incidental services are required.
15.4(b)	Not applicable.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid until one hundred twenty (120) days from the date of bid opening.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than ₱224,404.56 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than ₱561,011.40 (5% of ABC) if bid security is in Surety Bond.
18.2	The bid security shall be valid until one hundred twenty (120) days from the date of bid opening.
20.3	Each Bidder shall submit One (1) ORIGINAL and One (1) COPY of the first and second components of its bid.
20.4	1. The Bidder shall submit one (1) ORIGINAL and one (1) COPY of the Eligibility Documents, and Financial Proposal described in ITB Clause 12.1 and BDS Clause 20.1

	<p>2. There shall be two (2) big envelopes – the Original and the Copy. Inside each of the two (2) big envelopes are two (2) small envelopes –Eligibility Documents and Financial Proposals, to be MARKED as follows:</p> <table border="1" data-bbox="479 357 1411 598"> <tr> <td data-bbox="479 357 836 430">1. BIG Envelope</td> <td data-bbox="836 357 1411 430">Mark as “ORIGINAL BID”</td> </tr> <tr> <td data-bbox="479 430 836 504">1.1 Small Envelope</td> <td data-bbox="836 430 1411 504">Mark as “ORIGINAL Eligibility Documents”</td> </tr> <tr> <td data-bbox="479 504 836 598">1.2 Small Envelope</td> <td data-bbox="836 504 1411 598">Mark as “ORIGINAL Financial Proposal”</td> </tr> </table> <table border="1" data-bbox="479 630 1411 871"> <tr> <td data-bbox="479 630 836 703">2. BIG Envelope</td> <td data-bbox="836 630 1411 703">Mark as “COPY of BID”</td> </tr> <tr> <td data-bbox="479 703 836 777">2.1 Small Envelope</td> <td data-bbox="836 703 1411 777">Mark as “COPY of Eligibility Documents”</td> </tr> <tr> <td data-bbox="479 777 836 871">2.2 Small Envelope</td> <td data-bbox="836 777 1411 871">Mark as “COPY of Financial Proposal”</td> </tr> </table> <p>3. SAMPLE COVER OF ENVELOPES:</p> <table border="1" data-bbox="462 976 1411 1486"> <tr> <td colspan="2" data-bbox="462 976 1411 1050" style="text-align: center;">(ORIGINAL or COPY) ELIGIBILITY DOCUMENTS</td> </tr> <tr> <td colspan="2" data-bbox="462 1050 1411 1123">THE CHAIRMAN BAC FOR GOODS</td> </tr> <tr> <td colspan="2" data-bbox="462 1123 1411 1197">BIDDING FOR (<i>Name of Goods or Services</i>)</td> </tr> <tr> <td colspan="2" data-bbox="462 1197 1411 1270">BIDDER'S COMPANY NAME (All CAPS): _____</td> </tr> <tr> <td colspan="2" data-bbox="462 1270 1411 1344">ADDRESS (All CAPS): _____</td> </tr> <tr> <td colspan="2" data-bbox="462 1344 1411 1417">TEL. NOS. _____ FAX NOS. _____</td> </tr> <tr> <td colspan="2" data-bbox="462 1417 1411 1486" style="text-align: center;">“DO NOT OPEN BEFORE (SPECIFY THE DATE/TIME OF OPENING OF BIDS)”</td> </tr> </table>	1. BIG Envelope	Mark as “ORIGINAL BID”	1.1 Small Envelope	Mark as “ORIGINAL Eligibility Documents”	1.2 Small Envelope	Mark as “ORIGINAL Financial Proposal”	2. BIG Envelope	Mark as “COPY of BID”	2.1 Small Envelope	Mark as “COPY of Eligibility Documents”	2.2 Small Envelope	Mark as “COPY of Financial Proposal”	(ORIGINAL or COPY) ELIGIBILITY DOCUMENTS		THE CHAIRMAN BAC FOR GOODS		BIDDING FOR (<i>Name of Goods or Services</i>)		BIDDER'S COMPANY NAME (All CAPS): _____		ADDRESS (All CAPS): _____		TEL. NOS. _____ FAX NOS. _____		“DO NOT OPEN BEFORE (SPECIFY THE DATE/TIME OF OPENING OF BIDS)”	
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21	<p>Bidders shall submit their bids at the</p> <p>Central Receiving and Releasing Area (CRRA) BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City</p> <p>The deadline for submission of bids is on 15 May 2018 at 9:00 AM</p>																										
24.1	<p>The place of bid opening is at the</p> <p>BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City</p> <p>The date and time of bid opening is on 15 May 2018 at 10:00 AM</p>																										

24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3(a)	Partial bid is NOT allowed.
28.4	No further instructions.
29.2	<p>During Post Qualification,</p> <p>a. Bidders shall submit the following:</p> <ul style="list-style-type: none"> (1) Income Tax Return (ITR) for C.Y. 2017 (2) License to Operate issued by SOSIA (Supervisory Office for Security and Investigation Agencies) <p>b. Based on Sec. 29.3 of the ITB, BCDA reserves the right to inquire or secure a certification or any form of document from the bidders' clients attesting whether the bidder has satisfactorily or non-satisfactorily delivered and/or rendered any services required relative to the Goods supplied.</p> <p>c. The bidder's capacity to communicate with the Security Services Unit (SSU) of BCDA through the internet shall be checked/validated during the Post-Qualification. In this regard, the bidder must be able to send an email to SSU email address, to be provided during the post-qualification schedule.</p>
32.4(f)	No additional requirement.

Section IV. General Conditions of Contract

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1. Definitions

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

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

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

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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

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

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

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

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

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

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

5. Notices

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

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

6. Scope of Contract

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

7. Subcontracting

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

8. Procuring Entity's Responsibilities

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

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

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

10. Payment

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

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount

valid until the Goods are delivered and in the form provided in Section IX. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

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

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

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

15. Standards

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

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

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

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

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

22. Force Majeure

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

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

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

24. Termination for Insolvency

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

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
 - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
 - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
 - (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
 - (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

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Section V. Special Conditions of Contract

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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 Eleven Million Two Hundred Twenty Thousand Two Hundred Twenty Eight Pesos (PhP11,220,228.00) for the first year inclusive of all applicable taxes and fees with breakdown as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 25%;">AOR</th> <th style="width: 10%;">No. of SG</th> <th style="width: 10%;">Duty Hr Per Shift</th> <th style="width: 40%;">Location</th> <th style="width: 15%;">ABC (1 year Only)</th> </tr> </thead> <tbody> <tr> <td>AOR I – Sector A: BCDA Corporate Center</td> <td style="text-align: center;">13</td> <td style="text-align: center;">12-Hour</td> <td>2nd Flr., Bonifacio Technology Center Bldg., 31st St., Bonifacio Global City, Taguig City</td> <td style="text-align: right;">P 6,341,868.00</td> </tr> <tr> <td>AOR I – Sector B: BCDA Facilities, PDS</td> <td style="text-align: center;">10</td> <td style="text-align: center;">12-Hour</td> <td>Pamayanang Diego Silang Compound, Brgy. Ususan, Taguig City</td> <td style="text-align: right;">4,878,360.00</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: center;">23</td> <td></td> <td></td> <td style="text-align: right;">P 11,220,228.00</td> </tr> </tbody> </table>	AOR	No. of SG	Duty Hr Per Shift	Location	ABC (1 year Only)	AOR I – Sector A: BCDA Corporate Center	13	12-Hour	2 nd Flr., Bonifacio Technology Center Bldg., 31 st St., Bonifacio Global City, Taguig City	P 6,341,868.00	AOR I – Sector B: BCDA Facilities, PDS	10	12-Hour	Pamayanang Diego Silang Compound, Brgy. Ususan, Taguig City	4,878,360.00	TOTAL	23			P 11,220,228.00
AOR	No. of SG	Duty Hr Per Shift	Location	ABC (1 year Only)																	
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AOR I – Sector B: BCDA Facilities, PDS	10	12-Hour	Pamayanang Diego Silang Compound, Brgy. Ususan, Taguig City	4,878,360.00																	
TOTAL	23			P 11,220,228.00																	
1.1(k)	<p>The project Site is at:</p> <p>AOR I – Sector A: BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center Buidling, 31st St., corner 2nd Avenue, Bonifacio Global City, Taguig City.</p> <p>AOR I – Sector B: BCDA Facilities, PDS - Pamayanang Diego Silang (PDS) Compound, C-5 Road, Brgy. Ususan, Taguig City.</p>																				
2.1	No further instructions.																				
5.1	<p>BCDA's address for Notices is:</p> <p style="padding-left: 40px;">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>																				

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	<p>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 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</p>

	<p>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> <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></p>
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 I.
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.

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Section VI. Schedule of Requirements

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SCHEDULE OF REQUIREMENTS

AOR I (BCDA Corporate Center and BCDA Facilities, PDS)

Area of Deployment	No. of Guards	Specifications	Deployment Schedule
AOR I – BCDA Corporate Center and BCDA Facilities, PDS	28	Security guards with the corresponding firearms and equipment per TOR	16 June 2018

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,/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-Inspection/Inventory 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

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Section VII. Technical Specifications

Terms of Reference (TOR)

* 10-page TOR + Annexes A to D (10 pages) *

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TERMS OF REFERENCE (TOR)

BIDDING FOR SECURITY SERVICES COVERING BCDA CORPORATE CENTER AND BCDA FACILITIES, PDS

I. GENERAL:

1.1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA) intends to procure Security Services for AOR I - BCDA Corporate Center and BCDA Facilities Clark in order to ensure that BCDA personnel and facilities are properly protected and secured. For this purpose, BCDA shall hire, through a public bidding, a Security Agency that is administratively and operationally capable of providing quality security services for AOR I.

1.2 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."

II. DESCRIPTION OF AOR I – BCDA Corporate Center and BCDA Facilities, PDS.

2.1. The Area of Responsibility –I (AOR-I) is composed of two Sectors as follows:

2.1.1. Sector A - BCDA Corporate Center. Located at 2nd Floor, Bonifacio Technology Center (BTC) Building, 31st St., Bonifacio Global City, Taguig City. It covers the areas occupied by the BCDA Corporate Center at the 2nd Floor of the Building and a portion of the Basement Parking Area.

2.1.2. Sector B – BCDA Facilities, PDS. Located at Pamayanang Diego Silang (PDS) Compound, Brgy. Ususuan (along C-5 Road), Taguig City. It is composed of the following buildings and facilities:

- a. BCDA Storage Building/Office (former BMHI building).
- b. Stockroom Area / Parking Area located at the back of the BCDA Storage Building/Office.
- c. PDS Commercial Complex. A mini dry and wet market located within the PDS Compound.
- d. PDS Main Gate
- e. Vacant Housing Units under NAPOLCOM.

2.2. The two Sectors are independent from each other, each having its own security force and equipment.

III. APPROVED BUDGET FOR THE CONTRACT.

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 I under a 3-year contract. The Approved Budget for the Contract (ABC) is **Eleven Million Two Hundred Twenty Thousand Two Hundred Twenty Eight Pesos (Php11,220,228.00)** for the first year inclusive of all applicable taxes and fees computed as follows:

Sector	No. of SG	Duty Hours	Rate Per SG per Month	ABC (for the 1 st Year)
A – BCDA Corporate Center	13	12-Hr Dy	₱ 40,653.00	₱ 6,341,868.00
B – BCDA Facilities, PDS	10	12-Hr Dy	₱ 40,653.00	4,878,360.00
TOTAL	23			₱ 11,220,228.00

Reference: PADPAO Wage Order No. 21 effective 05 Oct 2017

IV. MANPOWER REQUIREMENT

4.1. The manpower requirements for the AOR I is Twenty three (23) Regular Guards with at least three (3) Relievers on 12-Hour duty per shift.

4.2. 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.

4.3. Should the need arises, 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.

4.4 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.

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

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

4.7. 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.

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

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

5.2. 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.

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

5.4. 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)

5.5. 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.

VI. SCOPE OF WORK

6.1. 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;

6.2. 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.

6.3. Conduct emergency preparedness drills for its security guards.

6.4. In AOR I-A, the Security Agency shall man and operate the existing CCTV System within the BCDA Corporate Center.

6.5. In AOR I-B, CCTV System with 4 Cameras shall be installed at the following areas. 9.7.2. The CCTV System must have the capability to record and

store/save for one (1) month the activities within the coverage of the cameras for future review:

- 6.5.1. BCDA Storage/Office Building - 1 Camera
- 6.5.2. Stockroom Area - 1 Camera
- 6.5.3. Commercial Complex Area - 1 Camera
- 6.5.4. Parking Area - 1 Camera

6.6. 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.

6.7. Submit the following reports:

- 6.7.1. Daily Activity and Situation Report.
- 6.7.2. Incident Report (In case of occurrence of unusual incident)
- 6.7.3. Investigation Report (as necessary)
- 6.7.4. Special Reports (In cases of confluence of events and observations which have bearing on safety and security)
- 6.7.5. Information Reports (as obtained)
- 6.7.6. 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
- 6.7.7. Roster of Guards (every 15th and 30th of the month)
- 6.7.8. Guard Deployment Schedule (every 15th and 30th of the month)
- 6.7.9. Daily Guard Detail

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

XII. QUALIFICATIONS OF SECURITY AGENCY AND OTHER REQUIREMENTS:

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

7.2. With at least One Hundred (100) guards currently performing security duties in any part of the country. List of security guards deployed per contract shall be submitted during the Post Qualification Inspection.

7.3. Certification by SOSIA that the Security Agency has no pending case. The original copy to be presented during the Post Qualification Inspection.

7.4. 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.

7.5. 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.

7.6. 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.

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

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

7.7.2. 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.

7.7.3. Communicate with SSU, BCDA through internet.

7.8. 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.

7.9. 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.

VIII. QUALIFICATIONS OF OFFICERS AND SECURITY GUARDS

8.1. The Security Officers (Detachment Commander & Assistant Detachment Commander) must:

8.1.1. 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);

8.1.2. At least five (5) feet and four (4) inches in height.

8.1.3. Must be computer literate.

8.1.4. 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);

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

8.2. The security guards to be deployed must:

8.2.1. 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);

8.2.2. 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;

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

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

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

8.4. 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.

8.5. 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.

IX. 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.

X. PAY RATE OF SECURITY GUARDS AND WAGE ADJUSTMENT

10.1. 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).

10.2. The Security Agency must ensure/guarantee the timely release/disbursement of the salaries of security guards every pay period.

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

10.4. 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.

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

10.6. BCDA has the right to demand from the Security Agency proofs of compliance of its obligations under sub-clauses 10.1 to 10.4.

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

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

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

XI. POSTING OF PERFORMANCE AND WAGE SECURITIES

11.1. 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).

11.2. Wage Security

11.2.1. 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).

11.2.2. 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.

11.3. 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.

XII. MEDICAL AND RISK INSURANCE

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

XIII. CONFIDENTIALITY CLAUSE

13.1. 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.

13.2. 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.

13.3. 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

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

XIV. 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 and other applicable provisions of RA 5487. (*Annex E: Table of Offenses and Penalties*)

XV. DURATION AND EXTENSION OF CONTRACT

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

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 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.

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 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.

15.4. Level of Performance:

15.4.1. 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.

15.4.2. 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

TOR for Security Services covering AOR I – BCDA Corporate Center and BCDA Facilities, PDS

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.

XVI. 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 for AOR I-A: BCDA Corporate Center
- B – Security Guards Requirement for AOR I-B: BCDA Facilities, PDS
- C – Standard Package and Equipment Requirement for AOR I-A: BCDA Corporate Center
- D – Standard Package and Equipment Requirement for AOR I-B: BCDA Facilities, PDS
- E – Table of Offenses and Penalties

Uncontrolled when printed or emailed

GUARDS REQUIREMENTS

AOR I -A - BCDA CORPORATE CENTER
12-Hour Duty

WEEKDAYS (Monday to Friday Except Holidays)

SECURITY POST/DET HQS	GUARD SHIFT		NR OF SG	NR OF HR	Radio and Firearms	
	1st	2nd			H.H. Radio	9mm Pistol
DETACHMENT HQS:						
Detachment Commander/SIC	1		1	12	1	1
Asst. Detachment Comdr/SIC		1	1	12		
CCTV/Radio Operator	1	1	2	24		
4-Wheeled Driver	1	1	2	24	1	
SECURITY POSTS:						
Parking Area Guard	1	1	2	24	1	
Main Lobby Door Guard	1	1	2	24	1	1
Main Lobby Desk Guard	1		1	12	1	
Executive Lobby	1		1	12	1	1
Alternate Door, East Wing	1		1	12	1	1
TOTAL	8	5	13	156	7	4

WEEKENDS AND HOLIDAYS (Saturdays, Sundays and Holidays)

POSTING	GUARD SHIFT		NR OF SG	NR OF HR	Radios and Firearms	
	1st	2nd			H.H. Radio	9mm Pistol
Shift-In-Charge	1	1	2	24	1	1
Radio Operator	1	1	2	24		
4-Wheeled Driver	1	1	2	24	1	
Parking Area/MC driver	1	1	2	24	1	
Main Lobby Door Guard	1	1	2	24	1	1
Nr of SG / Duty Man-Hour	5	5	10	120	4	2

Relievers: 2 SG

N

GUARDS REQUIREMENTS

AOR I -B - BCDA FACILITIES, PDS
12-Hour Duty

SECURITY POST/DET HQS	GUARD SHIFT		NR OF SG	NR OF HR	Radio and Firearms	
	1st	2nd			H.H. Radio	9mm Pistol
Detachment Commander/SIC	1		1	12	1	1
Asst. Detachment Comdr/SIC		1	1	12		
Post 1 - Back Door/Stockroom	1	1	2	24	1	
Post 2 - Commercial Complex	1	1	2	24	1	
Control Point 1 - Main Gate	1	1	2	24	1	1
Control Point 2 - Near Pump 1	1	1	2	24	1	1
TOTAL	5	5	10	120	5	3

Reliever: 1 SG

Uncontrolled when printed or emailed

**STANDARD EQUIPMENT REQUIREMENTS
AOR I- A - BCDA CORPORATE CENTER**

ITEMS	QTY	REMARKS
COMMUNICATION EQUIPMENT		
Base Radio with Complete Accessories/Antenna	1	(1) Ready for inspection during Post-Qual. (2) Installation of antenna and cables shall be in coordination with the BTC Bldg Mngmt
Hand Held Radio Sets (to include battery)		
- For issue to the Guards on Duty	7	Ready for inspection during Post-Qual.
- Reserve	2	Ready for inspection during Post-Qual.
Battery Charger for Hand Held Radios	9	Ready for inspection during Post-Qual.
Extra Rechargeable Battery for Hand Held Radio	9	Ready for inspection during Post-Qual.
VEHICLES:		
AUV with adequate fuel support	1	Ready for inspection during Post-Qual.
Motorcycle with adequate fuel support	1	(1) Ready for inspection during Post-Qual. (2) At least 125 cc.
ARMAMENTS: (with 1 basic load)		
9 mm Pistol		
- For issue to Guards on Duty	5	Ready for inspection during Post-Qual.
- As Reserve	2	Ready for inspection during Post-Qual.
OTHER STANDARD EQUIPMENT:		
Computer with Printer	1	Ready for inspection during Post-Qual.
Digital Camera (at least 5 mega pixel)	1	Ready for inspection during Post-Qual.
Portable Metal Detector	3	Ready for inspection during Post-Qual.
Rechargeable Emergency Flashlight	4 set	Ready for inspection during Post-Qual.
Detachment First Aid Kit	1 set	(1) Ready for inspection during Post-Qual. (2) See List of requirement
INDIVIDUAL UNIFORM & EQUIPMENT:		
- Class A Uniform (long sleeve with neck tie)		To be inspected during Rank Inspection
- Baton		To be inspected during Rank Inspection
- Medicine Kit (bethadine solution, gauze, alcohol, band aid, and cotton balls)		To be inspected during Rank Inspection
- Hand Cuff		To be inspected during Rank Inspection
- Flashlight		To be inspected during Rank Inspection

FIRST AID KIT FOR THE DETACHMENT HEADQUARTERS


A. Basic supplies:

1. Adhesive tape
4. Bandages, including a roll of elastic wrap (Ace, Coban, others) and bandage strips (Band-Aid, Curad, others) in assorted sizes
3. Cotton balls and cotton-tipped swabs
4. Duct tape
5. Gauze pads and roller gauze.
6. Scissors and tweezers
7. Soap or instant hand sanitizer
8. Sterile eyewash, such as a saline solution
9. Thermometer
10. Triangular bandage
11. Turkey baster or other bulb suction device for flushing out wounds

B. Medications:

1. Anti-diarrhea medication
2. Over-the-counter oral antihistamine, such as diphenhydramine (Benadryl, others)
3. Aspirin and nonaspirin pain relievers.
4. Paracetamol tablets

C. Emergency items:

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

**STANDARD EQUIPMENT REQUIREMENTS
AOR I- B - PDS Security Detachment**

ITEMS	QTY	REMARKS
COMMUNICATION EQUIPMENT		
Hand Held Radio Sets (to include battery)		
- For issue to the Guards on Duty	5	Ready for inspection during Post-Qual.
- Reserve	1	Ready for inspection during Post-Qual.
Battery Charger for Hand Held Radios	6	Ready for inspection during Post-Qual.
Extra Rechargeable Battery for Hand Held Radio	6	Ready for inspection during Post-Qual.
VEHICLES:		
Motorcycle with adequate fuel support	1	(1) Ready for inspection during Post Qual. (2) At least 125 cc.
ARMAMENTS: (with 1 basic load)		
9 mm Pistol		
- For issue to Guards on Duty	3	Ready for inspection during Post-Qual.
- As Reserve	1	Ready for inspection during Post-Qual.
OTHER STANDARD EQUIPMENT:		
Computer with Printer	1	Ready for inspection during Post-Qual.
Digital Camera (at least 5 mega pixel)	1	Ready for inspection during Post-Qual.
Portable Metal Detector	3	Ready for inspection during Post-Qual.
Rechargeable Emergency Flashlight	2 sets	Ready for inspection during Post-Qual.
Megaphone	1 set	Ready for inspection during Post-Qual.
Detachment First Aid Kit	1 set	(1) Ready for Inspection during Post-Qual. (2) See Tab A: List of requirement
CCTV SYSTEM		
CCTV System with four (4) Cameras	1 set	(1) To be installed two (2) weeks after assumption of AOR I-B. (2) See Tab B: Specifications of CCTV System
INDIVIDUAL UNIFORM & EQUIPMENT:		
- Class A Uniform (long sleeve with neck tie)		To be inspected during Rank Inspection
- Baton		To be inspected during Rank Inspection
- Medicine Kit (bethadine solution, gauze, alcohol, band aid, and cotton balls)		To be inspected during Rank Inspection
- Hand Cuff		To be inspected during Rank Inspection
- Flashlight		To be inspected during Rank Inspection
- Rain Boots and Coats		To be inspected during Rank Inspection

FIRST AID KIT FOR THE DETACHMENT HEADQUARTERS

A. Basic supplies:

1. Adhesive tape
4. Bandages, including a roll of elastic wrap (Ace, Coban, others) and bandage strips (Band-Aid, Curad, others) in assorted sizes
3. Cotton balls and cotton-tipped swabs
4. Duct tape
5. Gauze pads and roller gauze.
6. Scissors and tweezers
7. Soap or instant hand sanitizer
8. Sterile eyewash, such as a saline solution
9. Thermometer
10. Triangular bandage
11. Turkey baster or other bulb suction device for flushing out wounds

B. Medications:

1. Anti-diarrhea medication
2. Over-the-counter oral antihistamine, such as diphenhydramine (Benadryl, others)
3. Aspirin and nonaspirin pain relievers.
4. Paracetamol tablets

C. Emergency items:

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

SPECIFICATIONS OF CCTV SYSTEM

AOR I, Sector B: BCDA Facilities, PDS

1. The four (4) cameras of the 4 Channels CCTV shall be installed at the following areas of BCDA Facilities, PDS:

a. Two Dome-Type Cameras to be installed within the BCDA Records/Storage Building.

b. Two (2) Outdoor cameras shall be installed at the Stockroom Area and Parking Area located at the back of the BCDA Records/Storage Building.

c. The TV Monitor shall be installed within the BCDA Records/Storage Building.

2. Specifications:

a. Four (4) 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.

b. DVR Recorder - It has built-in scheduler which gives the user the ability to pick the time and day for the DVR to record and review. Can store video recording for all 4 channels up to at least 30 days.

c. HDMI – HDMI output use with HDMI compatible monitor.

d. 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.

e. The entire system can be linked to an external drive as back up.

f. 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.

g. The two (2) outdoor cameras must be water proof.

h. Size of TV Monitor as applicable.

4. In case of malfunctions, the Security Agency must ensure that the System is repaired within 2 days upon receipt of the notice.



AOR I – BCDA Corporate Center and BCDA Facilities, PDS

TABLE OF OFFENSES AND PENALTIES

NR	OFFENSES	PENALTIES
SECURITY AGENCY		
1	<p>Non-compliance with any of the following mandatory requirements:</p> <p>a. The Security Agency shall guarantee that each security officer/guard receives a pay rate not lower than the minimum wage rate and other remuneration and benefits as provided for in the Philippine Labor Code and the Wage Orders officially issued by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO).</p> <p>b. The Security Agency 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.</p> <p>c. The Security Agency shall ensure the timely release/disbursement of salaries of security guards. Under this condition, a delay of more than 5 days (reckoned from the cut-off date of Pay Period) is considered "Delayed".</p> <p>d. The Security Agency shall timely and regularly remit all obligations (Amount to Government in Favor of Guard as indicated in the PADPAO Wage Order) for SSS, PhilHealth, Pag-Ibig, and other mandatory remittances as deducted from the pay and allowances of the security guards and officers.</p>	<ol style="list-style-type: none"> 1. First Offense: Verbal Warning 2. Second Offense: Written Warning 3. 3rd Offense: Termination of Contract
2	<p>a. Falsification of reports, Daily Time Record, payroll and other documents submitted to BCDA.</p> <p>b. Unauthorized disclosure of confidential information/document of BCDA by the Security Agency (SA) or anybody among the deployed Security Guards.</p>	<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	a. Cost as determined by the joint investigation conducted by BCDA and SA. b. Deduction of P3,000.00 per incident from the billing of the SA
4	Dumping of Garbage in its AOR (AORs II, III and IV)	a. The SA shall shoulder the cost of the removal of garbage. b. Deduction of P1,000.00 per incident of garbage dumping from the billing of the SA.

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.	Deduction of P500.00 per day per post from the billing of the SA.
12	Un-manned and/or Under-manned Post	Deduction of P500.00 per day per item from the billing of the SA.
13	Non-availability or un-serviceability of other equipment during the conduct of daily and random inspection.	
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

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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 I – BCDA Corporate Center and BCDA Facilities, PDS

I. PERSONNEL REQUIREMENT:

A. AOR I-A – Sector A: BCDA Corporate Center:

1. Weekdays (Monday to Friday Except Holidays):

SECURITY POST/DET HQS	GUARD SHIFT		NR OF SG	NR OF HR	Hand Held Radio	9mm Pistol	STATEMENT OF COMPLIANCE (Check Appropriate Box)	
	1st	2nd					compliant	Non-Compliant
Detachment Commander/SIC-1	1		1	12	1	1		
Asst. Detachment Comdr/SIC-2		1	1	12				
CCTV / Telephone / Radio Operator	1	1	2	24				
4-Wheel Driver	1	1	2	24	1			
Basement Parking Area Guard	1	1	2	24	1			
Main Lobby Door Guard	1	1	2	24	1	1		
Main Lobby Desk Guard	1		1	12	1			
Executive Lobby Guard	1		1	12	1	1		
Alternate Door, East Wing Guard	1		1	12	1	1		
TOTAL	8	5	13	156	7	4		

Relievers: 2 SG

2. Weekends and Holidays (Saturday, Sunday and Holidays)

SECURITY POST/DET HQS	GUARD SHIFT		NR OF SG	NR OF HR	Hand Held Radio	9mm Pistol	STATEMENT OF COMPLIANCE (Check Appropriate Box)	
	1st	2nd					compliant	Non-Compliant
Shift-In-Charge	1	1	2	24	1	1		
CCTV / Telephone / Radio Operator	1	1	2	24				
4-Wheel Driver	1	1	2	24	1			
Basement Parking Area Guard	1	1	2	24	1			
Main Lobby Door Guard	1	1	2	24	1	1		
TOTAL	5	5	10	120	4	2		

B. AOR I – Sector B: BCDA Facilities, PDS:

SECURITY POST/DET HQS	GUARD SHIFT		NR OF SG	NR OF HR	Hand Held Radio	9mm Pistol	STATEMENT OF COMPLIANCE (Check Appropriate Box)	
	1st	2nd					compliant	Non-Compliant
Detachment Commander/SIC-1	1		1	12	1	1		
Asst. Detachment Comdr/SIC-2		1	1	12				
Post No. 1 - Backdoor Area of BMH Bldg/Stockroom	1	1	2	24	1			
Post No. 2 - BCDA Commercial Complex	1	1	2	24	1			
Control Point 1 – Main Gate	1	1	2	24	1	1		
Control Point 2 – Near Pump 1	1	1	2	24	1	1		
TOTAL	5	5	10	120	5	3		

Relievers: 2 SG

II. EQUIPMENT REQUIREMENT:

A. AOR I – Sector A: BCDA Corporate Center:

ITEMS	QTY	REMARKS	STATEMENT OF COMPLIANCE (Check Appropriate Box)	
			Compliant	Non-Compliant
COMMUNICATION EQUIPMENT:				
Base Radio with complete Accessories & Antenna	1	1. Ready for inspection during Post-Qual.* 2. Installation of antenna and cables shall be in coordination with the BTC Bldg Management		
Hand Held Radio Sets (including battery):				
- For issue to the guards on duty	7	Ready for inspection during Post-Qual.*		
- Reserve	2	Ready for inspection during Post-Qual.*		
Battery Charger for Hand Held Radios	9	Ready for inspection during Post-Qual.*		
Extra Rechargeable Batteries for Hand Held Radios	9	Ready for inspection during Post-Qual.*		
VEHICLES:				
4-wheeled vehicle with adequate fuel support (Sedan or AUV Type)	1	(1) Ready for inspection during Post-Qual.*		
Motorcycle with Adequate Fuel Support (at least 125 cc)	1	Ready for inspection during Post-Qual.*		
FIREARMS:				
9mm Pistol for issue to Duty Guards	4	Ready for inspection during Post-Qual.*		
9mm Pistol 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	3	Ready for inspection during Post-Qual.	
Rechargeable Emergency Flashlight	4	Ready for inspection during Post-Qual.	
Detachment First Aid Kit	1	See attached list of items in the TOR	
INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:			
Class A Uniform	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	

* 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.

Remarks:

- 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.

B. AOR I – Sector B: BCDA Facilities, PDS:

ITEMS	QTY	REMARKS	STATEMENT OF COMPLIANCE (Check Appropriate Box)	
			Compliant	Non-Compliant
COMMUNICATION EQUIPMENT:				
Hand Held Radio Sets (including battery):				
- For issue to the guards on duty	5	Ready for inspection during Post-Qual.*		
- Reserve	1	Ready for inspection during Post-Qual.*		
Battery Charger for Hand Held Radios	6	Ready for inspection during Post-Qual.*		
Extra Rechargeable Batteries for Hand Held Radios	6	Ready for inspection during Post-Qual.*		
VEHICLES:				
Motorcycle with Adequate Fuel Support (at least 125 cc)	1	Ready for inspection during Post-Qual.*		
FIREARMS:				
9mm Pistol for issue to Duty Guards	3	Ready for inspection during Post-Qual.*		
9mm Pistol as Reserve	1	Ready for inspection during Post-Qual.*		

CCTV SYSTEM			
CCTV System with four (4) Cameras	1	1. To be installed two (2) weeks after assumption of Post. 2. See Tab B (Specifications of CCTV System) of Annex D of the TOR.	
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	3	Ready for inspection during Post-Qual.	
Rechargeable Emergency Flashlight	2	Ready for inspection during Post-Qual.	
Detachment First Aid Kit	1	See attached list of items in the TOR	
INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS:			
Class A Uniform	1	To be inspected during Rank Inspection	
Medicine Kit (with Bethadine solution, gauze, Alcohol, Band aid)	1	To be inspected during Rank Inspection	
Rain Coat and Boots	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	

* 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.

Remarks:

- 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.

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

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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** (May 2015 to May 2018) 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 (COC) or Official Receipt (OR) 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 has no pending case.

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

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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 _____

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BID PRICE AND DERIVATION OF PRICE

I. AOR I: BCDA Corporate Center and BCDA Facilities, PDS

- Reference: PADPAO Wage Order No. NCR-21
- Twelve (12) Hours Duty

COST DISTRIBUTION

Amount Directly to Guard:

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

Amount to Government in Favor of Guard:

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

A. TOTAL AMOUNT TO GUARD AND GOVERNMENT ₱ _____

B. AGENCY FEE (Administrative Overhead & Margin) ₱ _____

C. Plus VAT (12% of Admin Overhead & Margin ONLY) ₱ _____

D. BID PROPOSAL: Contract Rate per Guard ₱ _____

II. TOTAL BID PROPOSAL ₱ _____

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 : _____ (Printed Name & Signature)
 Date : _____

Contract Agreement Form

CONTRACT FOR SECURITY SERVICES AOR I- BCDA CORPORATE CENTER AND BCDA FACILITIES, PDS

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, 2/F Bonifacio Technology Center, 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 _____ (Security 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 the aforecited 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 duly 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 AOR I - BCDA Corporate Center and BCDA Facilities, PDS, hereinafter referred to as the **AOR I**, 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 I to the **AGENCY** at the monthly rate of _____ **PESOS (P _____)** per guard, in accordance with PADPAO Wage Order No. 21;

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

ARTICLE I

G. AREA OF RESPONSIBILITY

1.1 The **AGENCY** shall provide Security Services in **AOR I**, more specifically as enumerated below:

AOR	No. of SG	Nr of Duty Hr Per Shift	Location
AOR I-Sector A: BCDA Corporate Center	13	12-Hour	2 nd Floor, Bonifacio Technology Center Bldg., 31 st St., Bonifacio Global City, Taguig City
AOR I-Sector B: BCDA Facilities, PDS	10	12-Hour	Pamayanang Diego Silang, Brgy., C-56 Road, Ususan, Taguig city
Total No. of SG	23		

**ARTICLE II
CONTRACT DOCUMENTS**

2.1 The following documents shall form an integral part 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 - PADPAO Wage Order No. NCR-21;
- Annex E - Bid Documents;
- Annex F - Bid Security;
- Annex G - Bid price and derivation of price per security guard;
- Annex H - Guarantee bond for losses and damages;
- Annex I - Guarantee bond for salaries and wages of security personnel;
- Annex J - Medical/Insurance Coverage of Guards;

- Annex K - Notice of Award with **AGENCY's** "Conforme";
- Annex L - Notice to Proceed with **AGENCY's** "Conforme";
- Annex M - **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 N - 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 O - 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 an 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 an integral parts hereof, the former shall prevail.

H. ARTICLE III

FUNCTIONS AND DUTIES OF THE AGENCY AND SECURITY GUARDS

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

3.1 Provide quality security services on the following five areas:

3.1.1 Protection of Personnel - 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 Communications Security - Prevent unauthorized users/interceptors from accessing its own radio networks being installed in **BCDA**.

3.1.4 Document Security – Secure and Protect its own document and and vital information on matters related to **BCDA**.

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.

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 **AGENCY**;

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 Operate the CCTV system installed in AOR I-A – BCDA Corporate Center 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 Install and operate CCTV system in AOR I-B – BCDA Facilities, PDS as specified in the Terms of Reference (TOR). Ensure the proper maintenance of the system and shall be responsible for the immediate repair/replacement of damage units.

3.8 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.

3.9 The **AGENCY**, through its Detachment Headquarters in AOR I shall submit the following reports:

3.9.1 Daily Activity and Situation Report.

3.9.2 Incident Report (In case of occurrence of unusual incident)

3.9.3 Investigation Report (as necessary)

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

3.9.5 Information Reports (as obtained)

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

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

3.9.8 Daily Guard Detail

3.9.9 Employ/deploy guards with the following qualifications:

3.9.9a. Mandatory Training (in accordance with RA 5487):

- i. Basic Security Officer/Guard Training Course
- ii. Retraining/Refresher SO/SG Training Course.
- iii. Basic Marksmanship Training Course

3.9.9b. Optional training/seminars/skills which may contribute to their efficiency, effectiveness and quality of services:

- i. Basic Life Support Training/Seminar
- ii. VIP Security Training/Seminar
- iii. Marksmanship Refresher Training
- iv. Information Gathering and Basic Report Writing Training/Seminar
- v. Disaster and Emergency Response Training
- vi. Basic Computer Training for Security Officers

3.10 Provide **BCDA** the Security Agency Code of Personnel Policy as reference;

3.11 Upon order or notice of BCDA, provide or reinforce the security force in any of the other **AORs** in case of emergency that necessitates the services or assistance of other agencies such as, but not limited to, the termination of the Contract for Security Services of another agency;

3.11 Prevent vandalism in the form of graffiti, paintings, stickers on **BCDA** walls of structures, and failing to prevent the same, remove such graffiti, painting, sticker and the like and restore the 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 Three (23)** security guards in AOR I as stated in Article I of this Contract on a twenty four (24) hours, seven (7) days a week security coverage (with reduced number of guards deployed during weekends and holidays in AOR I-A), under a twelve (12) hours duty shifts as specified in the Guard Requirement for AOR I 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.

ARTICLE V

I. QUALIFICATIONS OF SECURITY OFFICERS/GUARDS

5.1 The Security Officers must (Detachment Commander, Assistant Detachment Commander, Alternate Security Officer):

5.1.1 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, and must not be more than fifty (50) years old at the time of acceptance;

5.1.3 Be computer literate;

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

Note: 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).

5.2 The security guards to be deployed must:

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 and two (2) inches in height for female;

5.2.3 Possess the necessary clearances from Barangay, PNP, 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 OIC, 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 **AOR** must be in proper uniform at all times while on duty.

6.1.1. Security Officers – SOSIA prescribed Uniform for Security Officers.

6.1.2. Drivers – Polo Barong

6.1.3. Security Guards – SOSIA Prescribed Uniform for Security Guards – Class A.

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

7.1. The **AGENCY** shall provide all the items/equipment as indicated in the Terms of Reference (TOR):

7.1.1 Organizational Detachment Equipment Requirements

7.1.2 Individual Uniform and Equipment

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 the 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 I** 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 I** 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 be guided by the following principles 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 ensure the timely release and disbursement of the salaries of the Security Guards. Under this condition, release of salary should not be more than five (5) from the cut-off date of a particular pay period.

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

11.1.6 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.

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

11.1.6a. Only the "Amount to Guard and Government" shall be adjusted and NOT the Agency Fee; and

11.1.6b. 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 I 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 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 I. 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 its AOR 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 and/or 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 not be liable for losses and/or damages due to:

11.7.1. 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:

- 11.7.1a. Acts of war or the public enemy whether war be declared or not;
- 11.7.1b. Public disorders, insurrection, rebellion, sabotage or violent demonstrations;

- 11.7.1c. Fires, earthquakes, volcanic eruption or other destructive natural calamities; and
- 11.7.1d. Any other event which under Philippine law is defined as force majeure and/or fortuitous event.

11.8 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.

11.9 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:

11.9.1. 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

11.9.2. A valid Tax Clearance from the BIR.

11.10. The **AGENCY's** failure to submit aforesaid 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 **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 **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 one-tenth of one percent (1/10 of 1%) of the Contract for each week or part thereof of delay until the actual deployment of security guards, up to a maximum deduction of fifteen percent (15%). Once the maximum is reached, BCDA 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 having jurisdiction over the Area of Responsibility (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 _____, 2018 at _____.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

NAME OF SECURITY AGENCY

By:

By:

VIVENCIO B. DIZON
President and CEO

General Manager

Signed in the Presence of:

AILEEN ANUNCIACION R. ZOSA
Executive Vice President

Administrative Manager

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 _____, 2018, in Taguig City, Philippines.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018

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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.

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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. _____

Page No. _____

Book No. _____

Series of _____

Section X. Schedule of Bidding Activities

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Bidding of Security Services for AOR I – BCDA Corporate Center and BCDA Facilities PDS

SCHEDULE OF BIDDING ACTIVITIES *

No.	ACTIVITIES	DATE / SCHEDULE (2018)
1	Pre-Procurement Conference	23 April 2018 / 2:00 PM
2	Posting / Publication (BCDA & PhilGEPS Websites; BCDA Premises)	25 April to 01 May 2018
3	Issuance of Bid Documents	24 April to 15 May 2018
4	Pre-Bid Conference	03 May 2018
5	Deadline for Request for Clarification, if any	07 May 2018
6	Issuance of Bid Bulletin, if any	08 May 2018
7	Deadline for Submission of the ff: <ul style="list-style-type: none"> • Eligibility Requirements • Financial Proposal 	15 May 2018 / 9:00 AM
8	Opening of the ff: <ul style="list-style-type: none"> • Eligibility Requirements • Financial Proposal 	15 May 2018 / 10:00 AM
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	15-16 May 2018
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	17 May 2018
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	22 to 23 May 2018
14	Approval of BAC Resolution and Issuance of Notice of Award*	28 May 2018
15	Issuance of Notice to Proceed and Contract Signing	On or before 05 June 2018

****Subject to Change***

Uncontrolled when printed or emailed