



Republic of the Philippines  
**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT**

**BID NO. 23-045-10 BRAVO**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>5</b>
<b>Section I. Invitation to Bid.....</b>	<b>8</b>
<b>Section II. Instructions to Bidders .....</b>	<b>11</b>
1. Scope of Bid .....	12
2. Funding Information.....	12
3. Bidding Requirements .....	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	12
5. Eligible Bidders .....	13
6. Origin of Goods.....	13
7. Subcontracts .....	13
8. Pre-Bid Conference .....	13
9. Clarification and Amendment of Bidding Documents .....	14
10. Documents comprising the Bid: Eligibility and Technical Components.....	14
11. Documents comprising the Bid: Financial Component .....	14
12. Bid Prices .....	14
13. Bid and Payment Currencies .....	15
14. Bid Security.....	15
15. Sealing and Marking of Bids.....	16
16. Deadline for Submission of Bids.....	16
17. Opening and Preliminary Examination of Bids .....	16
18. Domestic Preference .....	16
19. Detailed Evaluation and Comparison of Bids .....	17
20. Post-Qualification.....	17
21. Signing of the Contract .....	17
<b>Section III. Bid Data Sheet .....</b>	<b>18</b>
<b>Section IV. General Conditions of Contract.....</b>	<b>27</b>
1. Scope of Contract .....	28
2. Advance Payment and Terms of Payment .....	28
3. Performance Security.....	28
4. Inspection and Tests .....	28
5. Warranty .....	29
6. Liability of the Supplier .....	29
<b>Section V. Special Conditions of Contract.....</b>	<b>30</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>34</b>
<b>Section VII. Technical Specifications .....</b>	<b>40</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>52</b>
<b>Section IX. Terms of Reference .....</b>	<b>95</b>



# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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



**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



## INVITATION TO BID FOR

### **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT**

1. The **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES (CAAP)**, through the **Corporate Operating Budget (COB)** for **FY 2023** intends to apply the sum of **Thirty-Six Million Five Hundred Thirty-One Thousand Two Hundred Thirty-Nine Pesos and 88/100 (Php 36,531,239.88)** for the **First One Year only**, being the **ABC** to payments under the contract for **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT- BID NO. 23-045-10 BRAVO**. Bids received in excess of the **ABC** shall be automatically rejected at bid opening.
2. The **CAAP** now invites bids for the above Procurement Project (see details in the attached Terms of Reference). **Delivery of the Services is required for a period of three (3) years.** Bidders should have completed, within **Three (3) years (CY 2020 to present)** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Lot No.	Project Site/Location	No. of Guards	Approved Budget Contract (ABC) inclusive of VAT	Cost of Bid Documents
1	TUGUEGARAO AIRPORT	29	₱ 36,531,239.88	₱ 28,000.00
	CAUAYAN AIRPORT	28		
	BASCO AIRPORT	16		
	PALANAN AIRPORT	7		
	BAGABAG AIRPORT	9		
	ITBAYAT AIRPORT	2		
	SSR APARRI (FACILITY)	6		
<b>TOTAL</b>		<b>97</b>		

3. 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) No. 9184.
4. 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 No. 5183.
5. Prospective Bidders may obtain further information from the **CAAP Bids and Awards Committee for Security Services** and inspect the Bidding Documents at the address given below during **Regular Office Hours from 8:00 A.M. to 5:00 P.M. (Monday to Friday)**.

6. A complete set of Bidding Documents may be acquired by interested Bidders **11 October 2023 until the deadline of submission of bids** from Civil Aviation Authority of the Philippines, BAC Office, MIA Road, Pasay City and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 28,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **by presenting the official receipt in person or through email**.
7. The **CAAP** will hold a Pre-Bid Conference<sup>1</sup> on **23 October 2023, 9:30 AM** through video conferencing or webcasting *via Google Meet*, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through **manual submission at the office address indicated below**, on or before **08 November 2023, 9:30 AM**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **08 November 2023, 9:30 AM** at the given address below and/or via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The **CAAP** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:  
  
**ENGR. GARY M. JADIE**  
Head, BAC Secretariat  
BAC Office  
4/F, Admin Building, CAAP Compound, MIA Road  
corner Ninoy Aquino Avenue, 1300 Pasay City  
E-mail address: [bac@caap.gov.ph](mailto:bac@caap.gov.ph)  
Telephone No.: (02) 8246-4988 loc. 2236  
**[www.caap.gov.ph](http://www.caap.gov.ph)**
13. Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

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**ATTY. DANJUN G. LUCAS**  
Chairperson, BAC Bravo



## ***Section II. Instructions to Bidders***



## 1. Scope of Bid

The Procuring Entity, **Civil Aviation Authority of the Philippines (CAAP)** wishes to receive Bids for the **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT**, with identification number **Bid No. 23-045-10 BRAVO**

The Procurement Project (referred to herein as “Project”) is for the **Provision of Security Services**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2023** in the amount of **Thirty-Six Million Five Hundred Thirty-One Thousand Two Hundred Thirty-Nine Pesos and 88/100 (Php 36,531,239.88)** for the **First One Year only**.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.



## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

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

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:



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

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days from the opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.3. The Bid Securing Declaration shall automatically expire in the following instances:  
a) Upon expiration of the bid validity period, or any extension thereof pursuant to Section 28.2 of the IRR; b) When all bidders are declared ineligible or post-disqualified and, upon receipt of the notice therefor, either failed to timely file a request for reconsideration or filed a waiver to avail of said right; c) When the bidder declared as the Lowest Calculated and Responsive Bidder/Highest Rated and Responsive Bidder, has furnished the performance security and signed the contract.

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

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

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

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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



## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows as one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporate

# Bid Data Sheet

ITB Clause	
5.3	<p>The Bidder must have completed <b>within at least a period of Three (3) years (CY 2020 to present)</b> prior to the submission and receipt of bids, a single contract that is similar to the project, equivalent to at least “Fifty Percent (50%)” of the ABC or have at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least “fifty percent (50%)” of the ABC, with the largest of these similar contracts being equivalent to at least “twenty five percent (25%)” of the ABC.</p> <p>For this purpose, “Similar Contracts” shall refer to contract involving the provision of <b>“Security Services”</b>.</p>
7.1	Subcontracting is not allowed.
10.1	<p>Bidder shall submit all eligibility and technical documents as specified in <b>Section VIII. Checklist of Technical and Financial Documents:</b></p> <p><b><u>Class “A” Documents</u></b>  <b><u>Eligibility Documents</u></b></p> <ol style="list-style-type: none"> <li>1. PhilGEPS Certificate of Registration and Membership (Platinum) (all pages); with attached             <ol style="list-style-type: none"> <li>a. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;</li> <li>b. Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and</li> <li>c. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);</li> </ol> </li> </ol> <p>In connection to GPPB Circular 07-2017 dated 31 July 2017, the bidder shall have the following options:</p> <ol style="list-style-type: none"> <li>a. Submit the Certificate of PhilGEPS Registration and Platinum Membership including its Annex “A” in lieu of the uploaded Class “A” Eligibility Documents identified in Section 8.5.2 of the Revised Page 18 of 188 Implementing Rules and Regulations of Republic Act 9184 (Revised IRR of RA 9184), provided that all Class “A” Eligibility Documents listed under the aforesaid Annex “A” are all uploaded and maintained current and updated in the PhilGEPS Registry.</li> </ol>

	<p>b. Submit a combination of the PhilGEPS Registration and Platinum</p> <ol style="list-style-type: none"> <li>2. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started <b>within the last three (3) years (CY 2020 to present)</b>, if any, whether similar or not similar in nature and complexity to the contract to be bid. <b>(BF-Form 1)</b>;</li> <li>3. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules. <b>(BF-Form 2)</b>;</li> <li>4. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <b>(BF – Form 3)</b>;</li> </ol> <p><b><u>Technical Documents:</u></b></p> <ol style="list-style-type: none"> <li>5. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; <b>(BF Form 4)</b></li> <li>6. Statement of Compliance/Conformity with Bidding Documents as enumerated and specified in Section VI. Schedule of Requirements and Section VII. Technical Specification.</li> <li>7. Certified True Copy of the PSA valid and current Regular "License to Operate (LTO)" issued by Supervisory Office for Security Investigation Agency (PNP-SOSIA) valid on the date of opening and the duration of the contract;</li> <li>8. Original duly signed Omnibus Sworn Statement (OSS) <b>(BF – Form 5)</b>; and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder;</li> <li>9. Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribe under the 2016 Revised Implementing Rules and Regulation (R-IRR) of RA No. 9184; <b>(BF – Form 6)</b></li> <li>10. Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pending cases of the prospective bidders against this Authority;</li> <li>11. Bid Bulletins (if applicable);</li> <li>12. Notarized Affidavit of Undertakings that the PSA shall submit with the following criteria: <b>(BF – Form 7)</b></li> </ol>
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	<p>a. The PSA/Security Provider <u>Security Officers/Guards</u> must undergo Basic Aviation Security Training (<i>Phase I – Theoretical and Phase II – OJT Checkout</i>) <b>within six months from the date of posting of guards</b>. The PSA/Security Provider shall directly coordinate with CSIS for the schedule of said trainings.</p> <p>b. The PSA/Security Provider must require their security personnel to undergo Aviation Security (AVSEC) Re-Currency Course every two (2) years conducted by CAAP CATC &amp; CSIS Mobile Training Team for previously deployed aviation security personnel;</p> <p>c. That the venue for the AVSEC Training shall be provided by the Winning Bidder or PSA/Security Provider. Other expenses such as: honorarium, accommodation, food, transportation and other incidental expenses of CSIS Instructors shall be the responsibility of the CAAP;</p> <p>d. The PSA/Security Provider must establish a Liaison Office near in any satellite airports/facilities of <b>CAAP AREA II</b> complete with office equipment, consumable office supplies, office/company signage and manned by an office clerk/personnel at company expense upon effectivity of the Contract. Makeshift office shall not be acceptable.</p> <p>e. The prospective bidder to present before the BAC TWG its MDRs within the last three (3) consecutive months during Post Qualification Validation/Visit. In compliance with the (R.A. 11917) Private Security Services Industry Act, the BAC TWG shall ascertain and ensure that the cap of 2,000 security guards is not exceeded, taking into account the prospective bidder's projected and/or additional number of guards it shall employ and deploy to CAAP. Violation of this head count requirement shall result in disqualification of bid; and</p> <p><b>Class “B” Documents</b></p> <p><b>13.</b> If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.</p> <p>Bids not complying with the above instruction shall be disqualified</p>
10.2	<p>The Statement of all Ongoing Government and Private Contracts, including contracts awarded but not yet started <b>within the last three (3) years (CY 2020 to present)</b> prior to the deadline for the submission and receipt of bids. <b>(BF-Form 1)</b></p> <p>Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid. The SLCC shall be equivalent to at least Fifty Percent</p>

	(50%) of the ABC or two (2) Similar Completed Contracts and the aggregate contract amounts should be equivalent to at least “fifty percent (50%)” of the ABC, with the largest of these similar contracts being equivalent to at least “twenty five percent (25%)” of the ABC, and completed within the <b>last three (3) years (CY 2020 to present)</b> prior to the deadline for the submission and receipt of bids. <b>(BF-Form 2)</b>																								
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11.1	The Bid Form <b>(BF-Form 10)</b> and Financial Proposal Sheet <b>(BF-Form 11)</b> shall be used for the Bidder’s sum total of its financial proposal. The Bidder shall also submit its Bill of Quantities (BOQ), using the forms <b>(BF-Form 12)</b> under Section VIII. Bidding Forms. The Bidder cannot change or modify the items, formulas or amounts indicated in the BOQ, and should supply only the amounts corresponding to the Agency Fee, Value Added Tax and Minimum Contract Rate. The BOQ shall be accomplished/submitted by Region and must be dated and signed by the Bidder’s authorized signatory.																								
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11.3	Bid exceeding the ABC of the project shall be disqualified.																								
12	<div>The price of the Goods shall be quoted DDP <b>stated on the table below</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.</div> <table><tr><th>Area Center</th><th>Area of Responsibility (AOR)</th><th>No. of Guards</th><th>Annual Budget</th></tr><tr><td rowspan="7">AREA II</td><td>TUGUEGARAO AIRPORT</td><td>29</td><td rowspan="7">₱ 36,531,239.88</td></tr><tr><td>CAUAYAN AIRPORT</td><td>28</td></tr><tr><td>BASCO AIRPORT</td><td>16</td></tr><tr><td>PALANAN AIRPORT</td><td>7</td></tr><tr><td>BAGABAG AIRPORT</td><td>9</td></tr><tr><td>ITBAYAT AIRPORT</td><td>2</td></tr><tr><td>SSR APARRI (FACILITY)</td><td>6</td></tr><tr><td colspan="2">TOTAL</td><td>97</td><td></td></tr></table> <div>Thirty-Six Million Five Hundred Thirty-One Thousand Two Hundred Thirty-Nine Pesos and 88/100 (<b>Php 36,531,239.88</b>)</div> <div>Computed based on the following: • REGION II - Dole Order No. ROVII-22 Class A effective January 1, 2023.</div>	Area Center	Area of Responsibility (AOR)	No. of Guards	Annual Budget	AREA II	TUGUEGARAO AIRPORT	29	₱ 36,531,239.88	CAUAYAN AIRPORT	28	BASCO AIRPORT	16	PALANAN AIRPORT	7	BAGABAG AIRPORT	9	ITBAYAT AIRPORT	2	SSR APARRI (FACILITY)	6	TOTAL		97	
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14.1	<div>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</div> <div><div>a</div><div>The amount of not less than <b>two percent (2%) of ABC</b>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</div><div>b</div><div>The amount of not less than <b>five percent (5%) of ABC</b>, if bid security is in Surety Bond.</div></div>																								
14.2	The Bids will be valid within One Hundred Twenty (120) calendar days from the date of Opening of Bids.																								

14.3	<p>The Performance Security shall be in any of the following forms and in the amount equal to a percentage of the Contract Price:</p> <ol style="list-style-type: none"> <li>1.) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; or</li> <li>2.) 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; or</li> <li>3.) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</li> </ol> <p>If the Bidder opts to submit a Surety Bond, a surety bond issued by the GSIS is preferred.</p>										
15.0	<ol style="list-style-type: none"> <li>1. Each and every page thereof shall be initialed/signed by the duly authorized representative/s of the Bidder.</li> </ol> <p>Submitted Eligibility, Technical and Financial documents are to be marked with index tabs (ear tab) and must be sequentially paginated in accurate order in the form i.e. "page 3 of 100". Pagination should be sequential based on the entire span of the whole documents inside the envelope.</p> <ol style="list-style-type: none"> <li>2. Each Bidder shall submit one (1) original copy of the first and second components of its bid. All pages of the bid proposal shall be signed or initialed by Principal Bidder or the Bidder's Authorized Representative.</li> </ol>										
19.1	<p>The Bidder must render its statement of Compliance/Conformity with Bidding Documents as enumerated and specified in Section VI. Schedule of Requirements and Section VII. Technical Specification.</p> <p>Bids not complying with the above instruction shall be disqualified.</p>										
19.3	<p>The Approved Budget for the Contract (ABC) for this Project is <b>Thirty-Six Million Five Hundred Thirty-One Thousand Two Hundred Thirty-Nine Pesos and 88/100 (Php 36,531,239.88)</b> for the <b>First One Year only</b>, inclusive of VAT.</p> <p>For purpose of clarity, the ABC is composed of the following items:</p> <table border="1"> <thead> <tr> <th>Particular</th><th>Total Amount</th></tr> </thead> <tbody> <tr> <td>Salaries and Wages</td><td>28,791,962.16</td></tr> <tr> <td>Agency Fee</td><td>6,910,069.92</td></tr> <tr> <td>VAT (12%) (based on Agency Fee)</td><td>829,207.80</td></tr> <tr> <td><b>Total ABC</b></td><td><b>36,531,239.88</b></td></tr> </tbody> </table> <p>Any bid with a financial component exceeding the amount shall not be accepted and outright disqualified.</p>	Particular	Total Amount	Salaries and Wages	28,791,962.16	Agency Fee	6,910,069.92	VAT (12%) (based on Agency Fee)	829,207.80	<b>Total ABC</b>	<b>36,531,239.88</b>
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19.5	NFCC Computation or a committed Line of Credit from a universal or commercial bank. <b>(BF-Form 3)</b>
20.2	<p><b>Other appropriate documents required to be submitted during Post-Qualification:</b></p> <ol style="list-style-type: none"> <li>1. Latest Income and Business Tax Returns (Tax Return filed through the Electronic Filing and Payment System);</li> <li>2. Certificate of PHILGEPS Registration; and</li> <li>3. Appropriate licenses and permits required by law as stated in the bidding Documents including Firearms Juridical License;</li> <li>4. Bidder's Company Profile and Organizational Structure of Private Security Agencies indicating the names of its Key Agency Officers;</li> <li>5. Certificates of Satisfactory Performance from at least Three (3) previous and existing clients. A Certificate of Satisfactory Performance from CAAP and/or its relevant Service or end-user is required if the bidder was a previous service provider of CAAP;</li> <li>6. Certified True Copy of Clearance of No Derogatory Record/Certificate of No Pending Case as Private Security Agency issued by PNP-SOSIA, valid during the submission and opening of bids;</li> <li>7. Certified True Copy of valid and current Certificate of Registration as Contractor issued to the Bidder by the Regional Office of the Department of Labor and Employment (DOLE) where it principally operates, pursuant to Department Order No. 174, Series of 2017;</li> <li>8. Latest Monthly Disposition Report (MDR) stamped received by PNP-SOSIA (3 consecutive months prior to opening of bids and present month)</li> <li>9. Authority to Conduct Site Inspection <b>(BF – Form 8)</b></li> <li>10. Notarized Certificate of Site Inspection <b>(BF – Form 9)</b> with Photocopy of company ID of the person who conducted the Site Inspection and Photocopy of the airport/facility Visitor's Logbook.</li> <li>11. Clearance Certificate for the following valid during the submission and opening of bids: <ol style="list-style-type: none"> <li>a. Social Security System (SSS);</li> <li>b. Home Development and Mutual Fund (HDMF/Pag-IBIG);</li> <li>c. Philippine Health Insurance Commission (PhilHealth); and</li> <li>d. Bureau of Internal Revenue (BIR).</li> </ol> </li> <li>12. Valid Certification of Pending or No Pending labor standards violation case/s issued by the following agencies pertaining to the provision of the security services, valid during the submission and opening of bids: <ol style="list-style-type: none"> <li>a. Department of Labor and Employment (DOLE); and</li> <li>b. National Labor Relations Commission (NLRC).</li> </ol> </li> </ol> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify your company for award. CAAP shall thereafter award the contract to the next Lowest Calculated Responsive Bid.</p>
21.2	<i>No further instructions.</i>



## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project or Framework Agreement. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

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## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1.0	The services to be provided under the Contract shall include those specified in Section IX. Terms of Reference (TOR).
2.1	Not applicable.
2.2	<p>Payment shall be made upon presentation by the PSA/Security Provider of the billing for the covered period subject to the usual accounting and auditing rules and regulations. The billing shall be accompanied by the following document:</p> <ol style="list-style-type: none"> <li>1.) <u>Certificate of Performance</u> issued by CSIS Official in the Area/Airport attested by the Area/Airport Manager.</li> <li>2.) <u>Official Receipt (O.R.)</u> of the remittances paid for the necessary benefits of security guards (SSS, PhilHealth, Pag-IBIG and Withholding Taxes).</li> <li>3.) Certification under oath attesting that it is compliant with the DOLE Minimum Wage Law in accordance with its representation and warranties.</li> <li>4.) One (1) copy of the original and four (4) photocopies of the Monthly Deployment Report (MoDR) duly accomplished by the Security Agency at the end of each month stating the names of the guards and supervisors, salary rates and actual attendance;</li> <li>5.) Certification under oath attesting its prompt payment of wages and benefits of security guards.</li> <li>6.) Copy of Monthly Disposition Report stamped and received by PNP-SOSIA for prior month.</li> </ol> <p>The PSA/Security Provider shall pay taxes due in relation to the contract in full and on time; its failure to do so shall entitle CAAP to suspend payment for the services delivered by the PSA (E.O. 398).</p> <p>The Billing Statement with attachments as stated in SCC GCC Clause 2.2 items 1 to 6 shall be submitted on or before 10th day of the next billing month. Non-submission of the said documents will subject to the penalty provision stated in Table of Offenses/Violations and Penalties (Annex “D”).</p> <p>Performance of the security services under the Contract shall likewise be in accordance with the Terms of Reference (TOR).</p>
3.0	Refer to Section IX. Terms of Reference (TOR).
4.0	<p>The Inspections and Tests that will be cover the following:</p> <ol style="list-style-type: none"> <li>1.) Physical condition of Goods;</li> <li>2.) Conformity of Goods to the Technical Specifications;</li> <li>3.) Authenticity of Goods; and</li> </ol>

	<p>4.) Whether Goods delivered are functioning.</p> <p>Non-compliance or violation of items stated in clause 4.0 shall result in the cancelation or termination of security services contract, based on the findings of the Technical Inspection and Acceptance Committee (TIAC) during Technical Inspection and Acceptance of the Project.</p>
5.0	<p>The PSA's/Security Provider's warranties are:</p> <ol style="list-style-type: none"> <li>1.) The PSA/Security Provider warrants that the security personnel assigned to airports/facilities under <b>CAAP AREA II</b> <ol style="list-style-type: none"> <li>(a) are duly trained and licensed to act as Security Officers/Guards (Detachment Commander/Head Guard and Shift-In-Charge), to bear firearms, and to perform their duties under the Contract;</li> <li>(b) are competent, efficient, reliable, physically and mentally fit based on valid and current medical and neuro-psychiatric evaluation/clearance, of good moral character and without criminal or other derogatory record based on valid and current clearances issued by the National Bureau of Investigation, the Philippine National Police, the Barangay where the security guard resides, as well as the Police Department, the Office of the Prosecutor, the Regional Trial Court. and the Metropolitan Trial Court or other first-level trial court, of the City or Municipality where the security guard resides;</li> <li>(c) have been tested negative for use of any prohibited drug;</li> <li>(d) are sufficiently knowledgeable of the use and nature of the weapons, ammunitions, devices, equipment, vehicle and other security paraphernalia entrusted to them;</li> <li>(e) will satisfactorily perform their duties under the Contract; and</li> <li>(f) will abide by the CAAP's security rules and regulations.</li> </ol> </li> <li>2.) The PSA/Security Provider also warrants that the firearms and ammunitions issued or to be issued to its security personnel are duly licensed by competent authorities as required by law, and that the said firearms and ammunitions, as well as all mobility, communication equipment, supplies and other related items provided by the PSA/Security Provider to its security personnel, are serviceable and dependable.</li> <li>3.) The PSA/Security Provider likewise warrants that it shall comply with its obligations as employer of the security guards under labor laws, rules and regulations, and shall hold the CAAP free from any liability to them. The PSA/Security Provider shall assume full responsibility for the payment of compensation, salaries, wages, and other benefits of its security personnel, including benefits for any personal injuries, including death which may be</li> </ol>

	<p>sustained in the performance of security services to airports/facilities under <b>CAAP AREA II</b></p> <p>4.) The PSA/Security Provider further warrants that it shall be responsible for any loss or damage that may be suffered by the airports/facilities under <b>CAAP AREA II</b> or its properties due to the willful act, negligence and/or carelessness of its security guards and supervisor/security officers in the performance of their duties. The PSA/Security Provider shall likewise assume full responsibility for any loss of or damage to any property, and for any personal injury, including death of any person that may be caused by act, willful omission or gross negligence of its security personnel assigned to the airports/facilities <b>CAAP AREA II</b></p> <p>5.) If the PSA/Security Provider is not yet paying its security personnel' wages and other employment benefits through Automated Teller Machines (ATM), it warrants to implement such measure for security personnel assigned to airports/facilities under <b>CAAP AREA II</b> within thirty (30) calendar days from the execution of the Contract, and to maintain the same at company expense.</p> <p>6.) Upon receipt of the Notice to Proceed, the PSA shall execute a <b>Notarized Undertaking</b> expressing its willingness to undergo periodic reviews, assessment and compliance inspections to ensure that the provisions of the TOR and signed contract security services agreement are faithfully and consistently complied with, and that no law is violated during the life of the security services contract agreement with the Authority.</p> <p>7.) In accordance with RA No. 11917 or The Private Security Services Industry Act, the PSA shall commit and ensure that it shall not employ more than 2,000 guards during the period of validity of the signed contract security services agreement with CAAP, and shall subject itself to periodic review, assessment and compliance inspections. A violation of this requirement shall automatically rescind the validity of the signed security services contract agreement with the Authority.</p> <p>The PSA/Security Provider warrants that it shall strictly comply with the terms and conditions of the Contract and Section IX. Terms of Reference (TOR). The CAAP may terminate the Contract if the PSA/Supplier fails to perform any or all of its obligations immediately after the circumstances of <i>force majeure</i> has ceased.</p>
6.0	Please refer to the Section XI. Terms of Reference (TOR).

## *Section VI. Schedule of Requirements*

To be delivered within **one (1) week** prior to the effectivity of the Contract at the **CAAP AREA II AREA OF RESPONSIBILITIES (TUGUEGARAO, CAUAYAN, BASCO, PALANAN, BAGABAG, ITBAYAT, AND SSR APARRI)** or Project Sites.

### **A. SCHEDULE OF MANPOWER REQUIREMENTS (12-Hour Duty/Shift and 8-Hour Duty/Shift)**

#### **AOR I – TUGUEGARAO AIRPORT**

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
A. TUGUEGARAO AIRPORT (TUG)													
1	Detachment Commander	1	0		1	1	0	1	0	0	1	1	0
2	Shift In-Charge	1	1		2	1	0	1	0	0	2	2	0
3	Main Entrance Gate	2	2		4	1	1	1	1	1	4	4	2
4	Parking Area	2	0		2	1	1	2	0	0	2	2	0
5	Admin Building	1	1		2	1	0	1	1	1	2	2	0
6	Ramp Gate	1	1		2	1	0	1	1	1	2	2	1
7	Departure Entrance / PTB	1	0		1	1	0	1	1	0	1	1	0
8	Departure Exit	1	0		1	1	0	1	0	0	1	1	0
9	Pre-Departure (Ground Floor)	1	0		1	0	0	1	0	0	1	1	0
10	Pre-Departure 2nd floor	1	0		1	0	0	1	0	0	1	1	0
11	Facility Gate	1	1		2	0	1	1	1	1	2	2	1
12	Control Tower	1	1		2	1	0	1	1	1	2	2	0
13	Runway 35	1	1		2	0	1	1	0	1	2	2	0
14	Runway 17	1	1		2	0	1	1	0	1	2	2	0
15	Arrival Area	1	0		1	1	0	1	1	0	1	1	0
16	Roving Guard (Ground & 2nd Floor)	1	0		1	0	0	1	0	0	1	1	0
17	Hold Baggage Area	1	0		1	0	0	1	0	0	1	1	0
18	Employee Entrance	1	0		1	1	0	1	1	1	1	1	0
TOTAL		20	9		29	11	5	19	8	8	29	29	4



## AOR II – CAUAYAN AIRPORT

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
B. CAUAYAN AIRPORT (CYZ)													
1	Head Guard / Shift In-Charge	1	1		2	1	0	1	0	1	2	2	0
2	Admin Office	1	1		2	1	0	1	1	1	2	2	0
3	Main Gate (Entry)	2	2		4	1	1	1	1	1	4	4	1
4	Main Gate (Exit)	1	0		1	1	0	1	0	0	1	1	0
5	Facility Gate	1	1		2	0	1	1	1	1	2	2	1
6	Departure Entrance	1	1		2	1	0	1	1	1	2	2	0
7	Departure Exit	1	0		1	0	0	1	0	0	1	1	0
8	Arrival	1	0		1	1	0	1	1	0	1	1	0
9	VPA 1	1	0		1	1	0	1	0	0	1	1	0
10	Ramp Gate	1	1		2	1	0	1	1	1	2	2	1
11	Pre-Departure Entrance	1	0		1	0	0	1	0	0	1	1	0
12	Pre-Departure Boarding Gate	1	0		1	0	0	1	0	0	1	1	0
13	Hold Baggage Area	1	0		1	0	0	1	0	0	1	1	0
14	Tower/VSAT	1	1		2	1	0	1	1	1	2	2	0
15	Runway 12/VOR	1	1		2	0	1	1	0	1	2	2	0
16	Runway 30	1	1		2	0	1	1	0	1	2	2	0
17	Runway 12 End	1	0		1	0	1	1	0	0	1	1	0
	TOTAL	18	10		28	9	5	17	7	9	28	28	3

## AOR III –BASCO AIRPORT

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
C. BASCO AIRPORT (BSO)													
1	Shift In-Charge	1	1		2	1	0	1	0	0	2	2	0
2	Main Gate	1	1		2	1	0	1	1	1	2	2	1
3	Access Gate 2	1	1		2	1	0	1	1	1	2	2	0
4	Apron Gate	1	1		2	0	1	1	1	1	2	2	1
5	Pre-Departure	1	0		1	0	0	1	1	0	1	1	0
6	Terminal Entrance	1	0		1	1	0	1	1	0	1	1	0
7	Runway 24	1	0		1	0	1	1	0	1	1	1	0
8	Runway 06	1	0		1	0	1	1	0	1	1	1	0
9	Hold Baggage Area	1	0		1	0	0	1	0	0	1	1	0
10	Tower	1	1		2	1	0	1	1	1	2	2	0
11	Power Plant	1	0		1	1	0	1	1	0	1	1	0
TOTAL		11	5		16	6	3	11	7	6	16	16	2

### AOR IV – PALANAN AIRPORT

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
D. PALANAN AIRPORT (PLN)													
1	1. Shift In-Charge	1	1		2	1	0	1	0	1	2	2	0
2	2. Departure Area / PTB	1	0		1	1	0	1	1	0	1	1	0
3	3. Main Gate	1	1		2	1	0	1	1	1	2	2	1
4	4. Runway 02	1	0		1	0	1	1	0	0	1	1	0
5	5. Runway 20	1	0		1	0	1	1	0	0	1	1	0
TOTAL		5	2		7	3	2	5	2	2	7	7	1

### AOR V –BAGABAG AIRPORT

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
E. BAGABAG AIRPORT (BGN)													
1	Shift In-Charge/Terminal Bldg	1	1		2	1	0	1	0	0	2	2	0
2	Main Gate	1	1		2	1	0	1	1	1	2	2	1
3	Parking Area	1	0		1	1	0	1	0	0	1	1	0
4	Runway 09	1	0		1	0	1	1	0	0	1	1	0
5	Runway 27	1	0		1	0	1	1	0	0	1	1	0
6	CAAP Admin Office	1	1		2	1	0	1	1	1	2	2	0
TOTAL		6	3		9	4	2	6	2	2	9	9	1

### AOR VI – ITBAYAT AIRPORT

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
F. ITBAYAT AIRPORT													
1	Admin Building	1	1		2	1	0	1	1	1	2	2	0
TOTAL		1	1		2	1	0	1	1	1	2	2	0

### AOR VII - SSR APPARRI

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
G. SSR APARRI (FACILITY)													
1	Shift In-Charge	1	1	1	3	1	0	1	0	1	3	3	0
2	Facility Gate	1	1	1	3	0	1	1	1	1	3	3	1
TOTAL		2	2	2	6	1	1	2	1	2	6	6	1



### Work Shift Schedule

Shift Schedule (12hr)	Time of Duty
1 <sup>st</sup> Shift	0500H – 1700H
2 <sup>nd</sup> Shift	1700H – 0500H

Shift Schedule (8hr)	Time of Duty
1 <sup>st</sup> Shift	0500H – 1300H
2 <sup>nd</sup> Shift	1300H – 2100H
3 <sup>rd</sup> Shift	2100H – 0500H

**Note:** *The CSIS Area/Station Supervisor in coordination with the Area/Airport Manager has the option to adopt/change the Time of Duty that will work best to ensure attendance of the security personnel of PSA/Security as long as it follows the twelve-hour rotational schedule and eight-hour rotational schedule.*

### SUMMARY:

Area Center	Area of Responsibility (AOR)	No. of Post	No. of Guards
AREA II	TUGUEGARAO AIRPORT	18	29
	CAUAYAN AIRPORT	17	28
	BASCO AIRPORT	11	16
	PALANAN AIRPORT	5	7
	BAGABAG AIRPORT	6	9
	ITBAYAT AIRPORT	1	2
	SSR APARRI (FACILITY)	2	6
<b>TOTAL</b>		<b>60</b>	<b>97</b>

## B. SCHEDULE OF EQUIPMENT REQUIREMENTS

Description	CAAP Area Center II							TOTAL	Delivered, Weeks/Months
	TUG	CYZ	BSO	PLN	BGN	ITBAYAT	APARRI		
1. FIREARMS									
a. Pistol, Cal 9mm w/ extra magazine (7 Rounds/FA)	11	9	6	3	4	1	1	35	Seven (7) Calendar Days prior to Date of Guard Posting
b. Shotgun, 12GA (18 Rounds/FA)	5	5	3	2	2	0	1	18	-do-
2. TRANSPORT VEHICLES									
a. AUV Type Patrol Vehicle with Security Agency's Markings	1	1	0	0	0	0	0	2	-do-
b. Motorcycle	1	1	1	1	1	0	1	6	-do-
3. COMMUNICATION EQUIPMENT									
a. Radio Base with UPS	1	1	1	1	1	0	1	6	-do-
b. Handheld Radio with reserve battery packs	19	17	11	5	6	1	2	61	-do-
c. Cellular Phone (Post Paid)	1	1	1	1	1	1	1	7	-do-
4. OTHER SECURITY EQUIPMENT									
a. Desktop Computer with Printer	1	1	1	1	1	0	1	6	-do-
b. Handheld Metal Detector	8	7	7	2	2	1	1	28	-do-
c. Digital Camera	1	1	1	1	1	1	1	7	-do-
d. Search Light/Spot Light	8	9	6	2	2	1	2	30	-do-
e. Megaphone	1	1	1	0	0	0	0	3	-do-
f. Under vehicle chasis inspection mirror	4	3	2	1	1	0	1	12	-do-
g. Reflectorized Traffic Vest	29	28	16	7	9	2	6	97	-do-
h. Gloves	29	28	16	7	9	2	6	97	-do-
i. Medical Pouch	29	28	16	7	9	2	6	97	-do-
j. Flash Lights	29	28	16	7	9	2	6	97	-do-
k. Baton	29	28	16	7	9	2	6	97	-do-
l. Handcuff	29	28	16	7	9	2	6	97	-do-
m. Raingear	29	28	16	7	9	2	6	97	-do-
n. Heavy Duty Rubber Boots	29	28	16	7	9	2	6	97	-do-
p. Bundy Clock/Finger Scan Time Attendance	1	1	1	1	1	1	1	7	-do-
q. Logbook, 300 pages	18	17	11	5	6	1	2	60	-do-
r. Canine Dog	-	-	-	-	-	-	-	-	As need arises
5. INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS									
- Class "A" Uniform (long sleeve with neck tie) & Paraphernalia's						2 sets		Must be available upon posting.	
- Rain coat						1 pc		Must be available upon posting.	
- Rain Boots						1 pair		Must be available upon posting.	
- Medicine/First Aid Kit						1 pouch		Must be available upon posting.	
- Handcuffs						1 pc.		Must be available upon posting.	
- Flashlight						1 pc.		Must be available upon posting.	
- Nightstick/Baton						1 pc.		Must be available upon posting.	
- Whistle						1 pc.		Must be available upon posting.	



### C. OTHER PSA MANPOWER REQUIREMENTS

Item No.	Description	Total No. of Guards	Schedule of Delivery
1	Submission to CSIS of 201 Personnel Files and necessary documents of Private Security Guards	97	<i>7 cd after the receipt of Notice of Award</i>
2	Technical Inspection and Acceptance Committee (TIAC) Process	97	<i>To be scheduled prior deployment</i>
3	Actual Deployment/Posting of Selected/Qualified Security Personnel	97	<i>7 cd after receipt of Notice to Proceed</i>
4	Basic Aviation Security Training (Basic AVSEC STP123) of Security Guards	97	<i>To be scheduled after deployment</i>

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## SECTION VII. TECHNICAL SPECIFICATIONS

### INSTRUCTIONS:

- ① The specifications given are the minimum requirements unless indicated otherwise. A Bidder's proposal must match or exceed the specifications.
- ② Bidders must state here either **“Comply”** or **“Not Comply”** against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1 (a)(ii) and/or **GCC** Clause 2.1 (a)(ii).

Item	Specifications① (Minimum, Requirements)	Statement of Compliance②
A.	<b>Qualification of Security Personnel</b>	
	<p><b>A1. Detachment Commander (DC)</b></p> <ul style="list-style-type: none"> <li>(a) Filipino Citizen, with good moral character;</li> <li>(b) Physically and mentally fit;</li> <li>(c) College Graduate of any Bachelor's Degree;</li> <li>(d) Preferably a former non-commissioned officer of the AFP or of the PNP with corresponding retirement papers or honorable discharge papers, or have undergone any of equivalent military officer's training such as Security Officer Course with corresponding certificate and diploma. Must have never been charged of any major crime and convicted of any crime;</li> <li>(e) Minimum height must be at least 5'6" and above;</li> <li>(f) Good knowledge in computer operation and preparation of report;</li> <li>(g) Good communication skills in English, oral and written;</li> <li>(h) Must have undergone the following training: Intelligence/Security/Investigation Seminar, Leadership Seminar/Supervisory Training, Basic Safety/Fire Prevention, First Aid Course, Self Defense and other security enhancement training;</li> <li>(i) Must undergo Aviation Security (AVSEC) training prior deployment;</li> <li>(j) Must have <b>at least five (5) years'</b> experience in the operations of a security detachment with minimum</li> </ul>	



	<p>manpower complement of not less than fifty (50) guards; and</p> <ul style="list-style-type: none"> <li>(k) Must possess a valid security officer license.</li> <li>(l) Must have passed Ishihara Test;</li> <li>(m) Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment in CAAP AREA II AORs. Random drug test shall be conducted at any time within the duration of the contract at the expense of the PSA; and</li> <li>(n) Must have never been charged of any crime nor convicted of any crime.</li> </ul> <p><b>A2. Head Guard (HG)/Shift In-Charge (SIC)</b></p> <ul style="list-style-type: none"> <li>(a) Filipino Citizen, with good moral character;</li> <li>(b) Physically and mentally fit;</li> <li>(c) College Graduate of any Bachelor's Degree;</li> <li>(d) Preferably a former non-commissioned officer of the AFP or of the PNP with corresponding retirement papers or honorable discharge papers, or have undergone any of equivalent military officer's training such as Security Officer Course with corresponding certificate and diploma. Must have never been charged of any major crime and convicted of any crime;</li> <li>(e) Minimum height must be at least 5'6" and above;</li> <li>(f) Good knowledge in computer operation and preparation of report;</li> <li>(g) Good communication skills in English, oral and written;</li> <li>(h) Must have undergone the following training: Intelligence/Security/Investigation Seminar, Leadership Seminar/Supervisory Training, Basic Safety/Fire Prevention, First Aid Course, Self Defense and other security enhancement training;</li> <li>(i) Must have <b>at least three (3) years'</b> experience in the operations of a security detachment with manpower complement of not less than fifty (50) guards;</li> <li>(j) Must undergo Aviation Security (AVSEC) training prior deployment;</li> <li>(k) Must have <b>at least three (3) years'</b> experience in the operations of a security supervision; and</li> <li>(l) Must possess a valid security officer license.</li> <li>(m) Must have passed Ishihara Test;</li> <li>(n) Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment in CAAP AREA II AORs. Random drug test shall be conducted at any</li> </ul>	
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	<p>time within the duration of the contract at the expense of the PSA; and</p> <p>(o) Must have never been charged of any crime nor convicted of any crime.</p> <p><b>A3. Security Guards (SGs)</b></p> <p>(a) Filipino Citizen, with good moral character;</p> <p>(b) Physically and mentally fit;</p> <p>(c) Preferably have attended at least two (2) years in college;</p> <p>(d) Minimum height for MALE SGs preferably must be least 5'6". For FEMALE SGs, minimum height preferably must be 5'2";</p> <p>(e) Good knowledge in computer operation and preparation of report;</p> <p>(f) Must understand English, oral and written;</p> <p>(g) Must have <b>at least two (2) years'</b> experience as Security Guard;</p> <p>(h) Must undergo Aviation Security (AVSEC) training prior deployment;</p> <p>(i) Must possess a valid security guard license;</p> <p>(j) Must have passed Ishihara Test;</p> <p>(k) Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment in CAAP AREA II AORs. Random drug test shall be conducted at any time within the duration of the contract at the expense of the PSA; and</p> <p>(l) Must have never been charged of any crime nor convicted of any crime.</p>	
<b>B.</b>	<b>Duties and Responsibilities of Officers and Guards</b>	
	<p><b>B1. Detachment Commander (DC)</b></p> <p>(a) Maintain constant consultation, coordination, and/or cooperation with the CAAP Security &amp; Intelligence Service (CSIS);</p> <p>(b) Direct and control the Detachment Operations in accordance with the Security Service Contract (SSC);</p> <p>(c) Demand efficient/proficient job performance and discipline from all members of the Detachment;</p> <p>(d) Implement the CAAP policies, procedures, directives and/or instructions pertaining to security matters;</p> <p>(e) Periodically review detachment operations and administration;</p> <p>(f) Submit security reports on time;</p> <p>(g) Maintain records; and</p> <p>(h) Conduct initial investigation on any incident that occur in their Area of Responsibility and if required by the</p>	

	<p>CSIS initiate the appropriate administrative, civil and/or criminal actions against any person.</p> <p><b>B2. HG/Shift-In-Charge (SIC)</b></p> <ul style="list-style-type: none"> <li>(a) Assist the Detachment Commander of his functions;</li> <li>(b) Shall assume duties and responsibilities in the absence of the Detachment Commander;</li> <li>(c) Be thoroughly familiar with the orders, instructions, duties and procedures in every post within his area of responsibility;</li> <li>(d) Conduct inspection on every post to observe posted guards' performance and effect spot correction as necessary;</li> <li>(e) Report breaches of discipline committed by any guard under his shift on duty in accordance with PNP, CAAP and the PSA rules and regulations;</li> <li>(f) Be familiar with the rudiments of investigation, of gathering evidence from the crime scene and of procedure for receiving police assistance when necessary;</li> <li>(g) Be thoroughly familiar with the security and fire plan of the CAAP in order to effect immediate action in case of any emergency;</li> <li>(h) Submit monthly reports regularly to the CSIS; and</li> <li>(i) Conduct initial investigation on any incidents that occur in their Area of Responsibility and file the necessary charges in coordination with the CSIS.</li> </ul> <p><b>B3. Security Guards (SGs)</b></p> <ul style="list-style-type: none"> <li>(a) Responsible for the protection of properties within the post from undue damage, theft and/or robbery;</li> <li>(b) Perform guarding duties in respective posts/tour of duty in accordance with the guard general and special orders and other directive/instructions from competent authority and with the Schedule of Posting approved by the CSIS;</li> <li>(c) Keep and update required post records and if possible frisk anyone who pass by his post particularly those assigned at the screening point;</li> <li>(d) Issue appropriate visitor's tag to all incoming visitors and record the names in the logbook accordingly;</li> <li>(e) Shall not allow CAAP vehicle to egress facilities without approved and duly signed trip ticket;</li> <li>(f) Shall not allow personnel from entering CAAP premises who are under the influence of prohibited drugs and liquor at any time;</li> <li>(g) Records all unusual incident that happened near his post in the logbook and must be immediately reported to the Shift-In-Charge or the management;</li> <li>(h) Apprehend and investigate unauthorized entry of personnel in their Area of Responsibility, submit</li> </ul>	
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	<p>appropriate report and if necessary, act as witness on charges to be filed by the Authority; and</p> <p>(i) Disallow outbound properties of the CAAP without approved Gate Pass.</p>	
<b>C.</b>	<b>Stability of the Prospective Private Security Agency (PSA)</b>	
	<p><b>C1. Years of Experience</b></p> <p>(a) Prospective Bidder has been in the contract security industry for <b>at least three (3) years</b> from the date of Opening of Bid with no pending litigation/case in any private or government entities pertaining to security contract of services;</p> <p>(b) Certificates of Satisfactory Performance from at least Three (3) previous and existing clients. A Certificate of Satisfactory Performance from CAAP and/or its relevant Service or end-user is required if the bidder was a previous service provider of CAAP;</p> <p>(c) Prospective Bidder must have at least two hundred (200) guards currently deployed nationwide;</p> <p>(d) Prospective Bidder must have a Regular License to Operate (LTO) as Private Security Agency issued by PNP-SOSIA;</p> <p>(e) Prospective Bidder must have a Certificate of Membership with the Social Security System, Philippine Health Insurance Corporation &amp; Pag-IBIG;</p> <p>(f) Prospective Bidder must be registered with the Philippine Government Electronic Procurement System (PhilGEPS);</p> <p>(g) Prospective Bidder must not currently under suspension by CAAP nor “BLACKLISTED” or barred from bidding by any government or private entity;</p> <p>(h) Prospective Bidder must have a Clearance of No Derogatory Record/Certificate of No Pending Case as Private Security Agency issued by PNP-SOSIA;</p> <p>(i) Prospective Bidder must have a Certificate of Registration as Contractor issued to the bidder by the Regional Office of the Department of Labor and Employment (DOLE) where it principal operates, pursuant to DOLE Department Order No. 174, series of 2017; and</p> <p>(j) Prospective Bidder must have a Certification of Pending or No Pending labor standards violation case/s issued by</p>	

	the DOLE and NLRC pertaining to the provision of the security services:											
D.	Resources of the Prospective PSA											
	<p><b>D1. Number of Licensed Firearms</b></p> <p>Prospective Bidder must have commensurate number of firearms with the guard post, readily available one (1) week prior to effectivity of contract. Bidders must submit List of All Licensed Firearms prior inspection of Technical Inspection and Acceptance Committee (TIAC) for Security Services.</p> <p><b>D2. Number and Kind of Motor-Powered Vehicles</b></p> <p>Prospective Bidder should have the minimum number of motor-powered vehicles:</p> <p>(a) 2 units – 4-wheeled vehicle (b) 6 units – motorcycle (at least 150cc)</p> <p><b>D3. Number of Licensed Guards</b></p> <p>Prospective Bidder should have a minimum of two hundred (200) licensed security guards. Bidders must submit latest Monthly Disposition Report (MDR) stamp received by PNP-SOSIA (3 consecutive months prior to the submission and opening of bid).</p> <p><b>D4. Number of Licensed Communication Equipment</b></p> <p>Prospective Bidder must have commensurate number of radio equipment with the guard post, readily available one (1) week prior to effectivity of contract. Bidders must submit List of All Licensed Communication Equipment prior inspection of Technical Inspection and Acceptance Committee (TIAC) for Security Services.</p> <p><b>D4. Required number of firearms &amp; ammunitions, motor powered vehicles, communications and inspection devices and resources for utilization and deployment in various airports of CAAP AREA II:</b></p> <table><tr><td>(a) 35 units</td><td>licensed 9MM, Pistol</td></tr><tr><td>(b) 490 rds.</td><td>ammunitions for 9MM Pistol (7 rounds/magazine)</td></tr><tr><td>(c) 18 units</td><td>licensed 12GA Shotgun</td></tr><tr><td>(d) 324 rds.</td><td>ammunitions for 12GA Shotgun (18 rounds each shotgun)</td></tr><tr><td>(e) 6 units</td><td>licensed Radio Transceiver, mobile, utilized as Base Radio</td></tr></table>	(a) 35 units	licensed 9MM, Pistol	(b) 490 rds.	ammunitions for 9MM Pistol (7 rounds/magazine)	(c) 18 units	licensed 12GA Shotgun	(d) 324 rds.	ammunitions for 12GA Shotgun (18 rounds each shotgun)	(e) 6 units	licensed Radio Transceiver, mobile, utilized as Base Radio	
(a) 35 units	licensed 9MM, Pistol											
(b) 490 rds.	ammunitions for 9MM Pistol (7 rounds/magazine)											
(c) 18 units	licensed 12GA Shotgun											
(d) 324 rds.	ammunitions for 12GA Shotgun (18 rounds each shotgun)											
(e) 6 units	licensed Radio Transceiver, mobile, utilized as Base Radio											

			with complete accessories and antenna (VHF, depending on the requirement of airport/facility)		
		(f) 61 units	licensed Handheld Radio (HHR) Sets with Headset		
		(g) 61 units	Battery Charger for HHR		
		(h) 61 units	Extra Rechargeable Battery for HHR		
		(i) 7 units	Cellular Phone w/ camera, MMS capable		
		(j) 2 unit	4-wheeled vehicle at least 2018 model with gasoline allocation which shall be utilized outside airport complex to carry out official tasks or mission of the CSIS with Security Agency's markings on both sides and multi-siren, PA system and Beacon Light (Color: Amber).		
		(k) 6 units	Motorcycle at least 150cc with gasoline allocation, with windshield marked with Security Agency's, with blinkers & crash guards		
		(l) 28 units	Handheld Metal Detector		
		(m) 6 units	Computer sets with Printer		
		(n) 7 units	Digital Camera at least 14 megapixel		
		(o) 3 units	Megaphone, battery operated		
		(p) 12 units	Under Vehicle Inspection Mirror		
		(q) 30 units	Handheld Search Light		
		(r) 97 pcs.	Reflectorize Vest. All weather marked with "SECURITY"		
		(s) 97 pairs	Reflectorized Glove		
		(t) 60 bks.	Pre-numbered Logbook		
	<p>The abovementioned requirements must be deployed in airports/facilities under <b>CAAP AREA II</b> one (1) week from the start of the Contract. Failure to deploy these requirements shall be subjected to cancellation or termination of the Contract.</p>				
<b>E.</b>	<b>Other Security Requirements</b>				
	<p>1.) The PSA/Security Provider Security Officers/Guards must undergo Basic Aviation Security Training (Phase I – Theoretical and Phase II – OJT Checkout) <b>within six months from the date of posting of guards.</b></p>				

	<p>2.) The PSA/Security Provider must require their security personnel to undergo AVSEC Re-currency Training every two (2) years for previously deployed aviation security personnel.</p> <p>3.) The PSA/Security Provider must establish a Liaison Office near in any satellite airports/facilities of <b>CAAP AREA II</b> complete with office equipment, consumable office supplies, office/company signage and manned by an office clerk/personnel at company expense one-week prior deployment. Makeshift office shall not be acceptable.</p> <p>4.) PSA guards must have attended at least two (2) relevant security trainings/seminars such as but not limited to the following:</p> <ul style="list-style-type: none"> <li>(a) Bomb Recognition, Bomb Threat Management</li> <li>(b) Behavior Detection and Profiling</li> <li>(c) Crowd Control and Management</li> <li>(d) CPR and First Aid Training</li> </ul>	
<b>F.</b>	<b>Uniform and other Paraphernalia</b>	
	<p>1.) Prospective Bidder shall comply with the basic uniform and other paraphernalia of each and every Security Guard on duty:</p> <ul style="list-style-type: none"> <li>(a) Prescribed Basic Uniform &amp; Paraphernalia;</li> <li>(b) Raincoat;</li> <li>(c) Rain Boots;</li> <li>(d) Medicine/First Aid Kit;</li> <li>(e) Handcuffs;</li> <li>(f) Flashlight;</li> <li>(g) Nightstick/Baton; and</li> <li>(h) Whistle</li> </ul>	

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.



## Checklist of Technical and Financial Documents

### I. FIRST ENVELOPE

#### *Class “A” Documents*

##### Eligibility Documents

- ☐ (a) Valid PhilGEPS Registration Certificate and Membership (Platinum) (all pages);
- ☐ (a.1) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
- ☐ (a.2) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
- ☐ (a.3) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, within three (3) years (CY 2020 to present) including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **(BF – Form 1)**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) completed within three (3) years (CY 2020 to present) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **(BF – Form 2)**
- ☐ (d) Prospective bidder’s computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. **(BF – Form 3)**

##### Technical Documents

- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; **(BF Form 4)**
- ☐ (f) Statement of Compliance/ Conformity with the Bidding Documents as enumerated and specified in Section VI. Schedule of Requirements and Section VII. Technical Specifications
- ☐ (g) Certified True Copy of the PSA valid and current Regular (Not Provisional) “License to Operate (LTO)” issued by Philippine National Police, Supervisory Office for Security Investigation Agency (PNP-SOSIA) valid on the date of submission and opening of bids;

- ☐ (h) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; **(BF – Form 5)**
- ☐ (i) Certification, under oath, attesting that they have no pending case(s) against the Government, in addition to the eligibility requirements as prescribe under the 2016 Revised Implementing Rules and Regulation (R-IRR) of RA No. 9184. **(BF – Form 6)**
- ☐ (j) Legal Clearance to be issued by the CAAP Enforcement and Legal Service with respect to the non-pendency of any cases of prospective bidders against the Authority;
- ☐ (k) Bid Bulletin (if applicable)
- ☐ (l) Notarized Affidavit of Undertaking **(BF – Form 7)**
- ☐ (m) The Bidder's audited financial statements, showing, among others, the Bidder's total and current assets and liabilities, stamped "received" by the 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; and

#### **Class "B" Documents**

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

## **II. SECOND ENVELOPE**

### **FINANCIAL COMPONENT ENVELOPE**

- ☐ (o) Original of duly signed and accomplished Financial Bid Form **(BF-Form 10)**
- ☐ (p) Financial Proposal Submission Sheet. **(BF-Form 11)**
- ☐ (q) Bill of Quantities. **(BF-Form 12)**

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING  
CONTRACTS AWARDED BUT NOT YET STARTED**

NAME OF CONTRACT TO BE BID: **PROVISION OF SECURITY SERVICES REQUIREMENTS  
FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE  
AGREEMENT**

This is to certify that \_\_\_\_\_ has the following ongoing government and private contracts including contracts awarded but not yet started within the last Three (3) years (CY 2020 to present):

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name & Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract	Date of Delivery
I. GOVERNMENT	NONE						
II. PRIVATE							

**INSTRUCTIONS:**

- State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).
- The supporting documents stated below shall be presented during the Post-qualification. Failure to comply shall be grounds for the disqualification of the bidder:

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



**STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) OR  
TWO (2) SIMILAR COMPLETED CONTRACTS**

NAME OF CONTRACT TO BE BID: **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP  
AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT**

This is to certify that \_\_\_\_\_ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Fifty Percent (50%) of the Approved Budget to the Contract (ABC) or at least two (2) Similar Completed Contracts and the aggregate contract amounts should be equivalent to at least "fifty percent (50%)" of the ABC, with the largest of these similar contracts being equivalent to at least "twenty five percent (25%)" of the ABC and completed within the last three (3) years (CY 2020 to present):

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name & Address	Kind of Goods	Amount of Completed Contract	Date of Delivery	End-User's Acceptance

**Note:** The supporting documents stated below shall be presented during the Post-qualification. Failure to comply shall be grounds for the disqualification of the bidder.

- 1.) Contract Agreement; and
- 2.) Certificate of Performance

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

Item No.	Particular	Year 2022

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (Current Assets – Current Liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = Php \_\_\_\_\_

**K = 15 regardless of the period or duration of the project.**

Or

Commitment from a licensed bank to extend to it a credit line if awarded the contract or cash deposit certificate in the amount of at least 10% of the proposed project to bid.

Name of Bank: \_\_\_\_\_

Amount: \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name of Bidder's or Private Security Agency (PSA)

\_\_\_\_\_  
Bidder's/PSA Authorized Representative  
(Signature over Printed Name)

\_\_\_\_\_  
Date



## Bid-Securing Declaration Form

REPUBLIC OF THE PHILIPPINES )

CITY OF \_\_\_\_\_) S.S.

X.....X

### BID-SECURING DECLARATION

Project Name:

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

I/We<sup>2</sup>, the undersigned, declare that:

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 \_\_\_\_\_



## Bid Security Form

### (BANK GUARANTEE)\*

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for the (Name of Contract) (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto (Name of the Procuring Entity) (hereinafter called "the Employer") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
2. If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date \_\_\_\_\_ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\* To be accompanied by a confirmation from the bank that it issued the Bank Guarantee





## Bid Security Form

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### SURETY BOND\*

BOND NO.: \_\_\_\_\_ DATE BOND EXECUTED: \_\_\_\_\_

By this bond, We (Name of Bidder) (hereinafter called “the Principal”) as Principal and (Name of Surety) of the country of (Name of Country of Surety), authorized to transact business in the country of (Name of Country of Employer) (hereinafter called Surety”) are held and firmly bound unto (Name of Employer) (hereinafter called “the Employer”) as Oblige, in the sum of \_\_\_\_\_, callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

WHEREAS, the Principal has submitted a written Bid to the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, for the \_\_\_\_\_ (hereinafter called “the Bid”).

NOW, THEREFORE, the conditions of this obligation are:

- 1) If the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction’s to Bidders; or
- 3) If the Principal having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal’s Bid and the amount of the Bid that is accepted by the Employer.



This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____	SURETY _____
SIGNATURE(S) _____	SIGNATURES(S) _____
NAME(S) AND TITLE(S) _____	NAME(S) _____
SEAL _____	SEAL _____

*\* To be accompanied by a certification from the Insurance Commission stating that the Bonding Company is authorized to issue a security.*





Republic of the Philippines  
Department of Finance  
**INSURANCE COMMISSION**  
1071 United Nations Avenue  
Manila

## ANNEX "A"

### CERTIFICATION

This is to certify that **[NAME OF INSURANCE COMPANY]** is licensed to transact non-life insurance business in the Philippines for [state lines such as **FIRE, MARINE, CASUALTY and SURETY**] lines under **Certificate of Authority No. \_\_\_\_\_** effective [date: **day/month/year**] until [date: **day/month/year**], unless sooner revoked or suspended for cause.

It is certified, moreover, that **[Name of Insurance Company]** is authorized under its license to issue surety bonds required by the Implementing Rules and Regulations of R.A. No. 9184, and that the insurance company had issued [state surety bond: [type of surety bond] with **[BOND NUMBER]** which is **callable upon demand** together with the principal **[NAME OF THE PRINCIPAL]** in favor of the obligee **[NAME OF THE OBLIGEE]** in the amount of **[AMOUNT IN WORDS] (Php \_\_\_\_\_)**, for the project: **[NAME OF THE PROJECT]**, certified photocopy [ or duplicate copy] of said bond was submitted by the company to the Insurance Commission.

This Certification is issued upon the request of **[Name of the Requesting Person]**, **[Position]** of **[Name of Insurance Company]**, pursuant to the Revised Implementing Rules and Regulations of R.A. No. 9184.

*Issued this [day/month/year].*

*City of Manila, Philippines.*

*For the Insurance Commissioner:*

**[NAME OF THE IC DIVISION MANAGER]**

IC Division Manager  
Regulation, Enforcement,  
& Prosecution Division  
Paid Under O.R. No. \_\_\_\_\_

## OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, \_\_\_\_\_, of legal age, \_\_\_\_\_, \_\_\_\_\_, and residing at \_\_\_\_\_, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of \_\_\_\_\_ with office address at \_\_\_\_\_;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT** of the **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES (CAAP)**, as shown in the attached duly notarized Secretary's Certificate.
3. \_\_\_\_\_ 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. \_\_\_\_\_ is authorizing the Head of the CAAP or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of \_\_\_\_\_ is related to the Head of the CAAP, 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. \_\_\_\_\_ complies with existing labor laws and standards; and
8. \_\_\_\_\_ 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 ***PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT.***

9. \_\_\_\_\_ 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 Passport, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_



## **CERTIFICATION**

This is to certify and attest under oath that \_\_\_\_\_ (Name of Bidder/Private Security) \_\_\_\_\_, has no pending case/s files against the Government of the Philippines before any judicial or quasi-judicial body and is eligible to participate in any procurement proceeding or bidding with any government agency.

This certification is issued for bidding purposes, in addition to the eligibility requirements as prescribed under the 2016 Revised Implementing Rules and Regulation (R-IRR) of R.A. No. 9184, specifically for the public bidding for the PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT.

IN WITNESS WHEREOF, the Affiant hereby fixes his signature this \_\_\_\_\_ at \_\_\_\_\_.

**NAME OF AFFIANT**

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_, \_\_\_\_\_, who has satisfactorily proven his identity to me through his \_\_\_\_\_, that he is the same person who personally signed the foregoing affidavit before me and acknowledged that he executed the same.

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;



Republic of the Philippines)  
City of Pasay )  
X-----X

### AFFIDAVIT OF UNDERTAKING

I, \_\_\_\_\_, of legal age, Filipino, married/single, with postal address at \_\_\_\_\_, after having been duly sworn to law, do hereby depose and say:

1. That I am the same person who caused the execution of this Affidavit;
2. That I am the (registered owner/manager/duly authorized representative) of (business name), a business engaged in security services with the following details:

Business address :  
Permit/License number :  
Business Identification Number :  
Contact Number :  
Email Address :

3. I am aware of the terms and conditions laid down by the CAAP Bids and Awards Committee for this procurement activity;
4. Thus, in adherence to the foregoing, (Name of Business) hereby undertakes the following:
  - a. That the Security Officers/Guards we will provide shall undergo Basic Aviation Security Training (*Phase I – Theoretical* and *Phase II – OJT Checkout*) within six months from the date of posting of guards and shall directly coordinate with CSIS for the schedule of said trainings.
  - b. That the security personnel we will provide shall undergo Aviation Security (AVSEC) Re-Currency Course every two (2) years to be conducted by CAAP CATC & CSIS Mobile Training Team for previously deployed aviation security personnel;
  - c. That we will provide the venue for the aforementioned Basic and Re-currency AVSEC trainings;
  - d. That a Liaison Office will be established near in any satellite airports/facilities of **CAAP AREA II** , complete with office equipment, consumable office supplies,



office/company signage and manned by an office clerk/personnel at company expense upon effectivity of the Contract;

- e. The company will present before the BAC TWG its MDRs, for the last three (3) consecutive months, during Post Qualification Validation/Visit, to ascertain and ensure that the cap of 2,000 security guards is not exceeded, taking into account the prospective bidder's projected and/or additional number of guards it shall employ and deploy to CAAP, in compliance with the RA No. 11917 or The Private Security Services Industry Act.
5. In case of violation of any of the foregoing, (Name of Business) shall interpose no objection to the automatic disqualification in this procurement activity;
  6. That I execute this affidavit in order to attest the truth of the above facts for all legal intents and purposes it may serve;

**IN WITNESS WHEREOF**, the Affiant hereby fixes his signature this \_\_\_\_\_ at \_\_\_\_\_.

**NAME OF AFFIANT**

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_, \_\_\_\_\_, who has satisfactorily proven his identity to me through his \_\_\_\_\_, that he is the same person who personally signed the foregoing affidavit before me and acknowledged that he executed the same.

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;







Republic of the Philippines  
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

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**AUTHORITY TO CONDUCT SITE INSPECTION**

**PUBLIC BIDDING FOR THE PROVISION OF SECURITY SERVICES REQUIREMENTS  
FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT**

This is to authorize \_\_\_\_\_ to conduct Security Survey/Site Inspection in various at the following airports/facilities under Area II:

1. Tuguegarao Airport
2. Cauayan Airport
3. Basco Airport
4. Palanan Airport
5. Bagabag Airport
6. Itbayat Airport
7. SSR Appari (Facility)

Issued this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at CAAP Main Office, MIA Road corner NAIA, Pasay City, Metro Manila.

**MGEN RICARDO C. BANAYAT, AFP (RET)**  
ADG II, CSIS





Republic of the Philippines  
**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**

(BF-Form 9)

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

**CERTIFICATE OF SITE INSPECTION**

This is to certify that \_\_\_\_\_ conducted Security Site Inspection at the following airports:

1. Tuguegarao Airport
2. Cauayan Airport
3. Basco Airport
4. Palanan Airport
5. Bagabag Airport
6. Itbayat Airport
7. SSR Appari (Facility)

on \_\_\_\_\_ in connection with their intention to participate in the public bidding for the PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT.

IN WITNESS WHEREOF, the Affiant hereby fixes his signature this \_\_\_\_\_ at \_\_\_\_\_.

**NAME OF AFFIANT**

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_, \_\_\_\_\_, who has satisfactorily proven his identity to me through his \_\_\_\_\_, that he is the same person who personally signed the foregoing affidavit before me and acknowledged that he executed the same.

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;



## BID FORM

Date: \_\_\_\_\_  
Invitation to Bid No.: \_\_\_\_\_

To: Civil Aviation Authority of the Philippines (CAAP)  
MIA Road corner Ninoy Aquino Avenue, Pasay City, 1300  
CAAP Bids and Awards Committee  
Telephone No.: (02) 944-2358  
E-mail: bac@caap.gov.ph

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *Supply Security Manpower Services* in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ 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 for **ITB** Clause 14.2 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:<sup>2</sup>

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.

<sup>2</sup> Applicable only if the Funding Source is the ADB, JICA or WB.



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 10.1 of the Bidding Documents.

We likewise certify/confirm that the undersigned is granted full power and authority by the \_\_\_\_\_ to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT** of the **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES (CAAP)**.

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 \_\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



## FINANCIAL PROPOSAL SUBMISSION SHEET

---

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

**ATTY. DANJUN G. LUCAS**

*Chairperson, Bids and Awards Committee Bravo  
Civil Aviation Authority of the Philippines  
MIA Road corner Ninoy Aquino Avenue,  
1300 Pasay City, Metro Manila*

We, the undersigned, offer to provide for the **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT** in accordance with your Bidding Documents for CAAP. Our Financial Proposal is for the sum of \_\_\_\_\_ This Financial Proposal shall be binding upon us up to the expiration of the Bid Validity period on **(120<sup>th</sup> day from the Opening of Bids)**.

We acknowledge and accept the CAAP's right to inspect and audit all our records relating to our Bid, irrespective of whether or not we enter into a contract with it as a result of this Bid.

We confirm that we have read, understood and accept the contents of the above-mentioned Bidding Documents as well as any and all Supplemental/Bid Bulletins issued and other attachments and inclusions included in the Bidding Documents provided.

We acknowledge that the CAAP is not bound to accept any Bid received by it.

Yours sincerely,

\_\_\_\_\_  
*Name & Position of Signatory*

\_\_\_\_\_  
*Name of Bidder Agency*

\_\_\_\_\_  
*Address*



**BILL OF QUANTITIES****SECURITY SERVICES CONTRACT  
(Per Airport and Facility)**

<b>For Twelve (12) Hour Work/day:</b>							
<b>Name of Airport/ Facility:</b>							
<b>PARTICULARS</b>							
No. of Days worked per week						7 days	
Equivalent number of days per year						394.4 days	
						12-Hour work/day	
Daily Minimum Wage (DW)							
<b>PARTICULARS</b>						<b>WORK SCHEDULE</b>	
						<b>DAY SHIFT Security Guard</b>	<b>NIGHT SHIFT Security Guard</b>
<b>A. Amount Directly to Guard</b>							
Average Basic Monthly Pay (DW x 394.4 / 12)							
Night Differential Pay (Ave. Pay/Mo. X 10% / 2)							
5-days Incentive Leave (DW x 5 / 12)							
13th Month Pay (DW x 365 / 12 / 12)							
Uniform Allowance (R.A. No. 5487)							
Overtime Pay							
- No. of days = 7 days							
- Rate per Hour (610 / 8 = 76.25)							
- Regular Days (76.25 x 125% x 297 x 4)							
- Regular Holidays (76.25 x 260% x 12 x 4)							
- Sundays/Rest Days (76.25 x 169% x 4 x 4)							
- Special Days (76.25 x 195% x 4 x 4)							
Sub-Total							
<b>B. Amount to Government in favor of Guard</b>							
SSS							
PhilHealth							
EC State Insurance							
Pag-IBIG							
Retirement Benefits (R.A. No. 7641) (DW x 22.5 / 12)							
Statutory Benefits****							
Sub-Total							
<b>C. Total Amount to Guard and Government ( A + B )</b>							
<b>D. Agency Fee (Administrative and Operation Cost and Marginal Income) (24% of C)</b>							
<b>E. Value Added Tax (VAT) @ 12%</b>							
<b>F. Monthly Contract Rate for 12-Hour Per Guard</b>							
<b>NUMBER OF GUARDS</b>							
<b>TOTAL LABOR COST PER MONTH</b>							
<b>TOTAL LABOR COST PER YEAR</b>							

**NOTE: Statutory Benefits of Security Personnel to be billed to CAAP when avail.**

- 1.) Paternity Leave – 7 days
- 2.) Magna Carta for Women – maximum of 2 months
- 3.) Parental Leave (Solo Parents' Welfare Act of 2000) – 7 days
- 4.) Anti-Violence Against Women and Their Children Act of 2004 – 10 days



<b>For Eight (8) Hour Work/day:</b>							
<b>Name of Airport/ Facility:</b>							
<b>PARTICULARS</b>							
No. of Days worked per week							7 days
Equivalent number of days per year							394.4 days
							8-Hour work/day
Daily Minimum Wage (DW)							
<b>PARTICULARS</b>							<b>WORK SCHEDULE</b>
<b>A. Amount Directly to Guard</b>							
Average Basic Monthly Pay (DW x 394.4 / 12)							
Night Differential Pay (Ave. Pay/Mo. X 10% / 3)							
5-days Incentive Leave (DW x 5 / 12)							
13th Month Pay (DW x 365 / 12 / 12)							
Uniform Allowance (R.A. No. 5487)							
Sub-Total							
<b>B. Amount to Government in favor of Guard</b>							
SSS							
PhilHealth							
EC State Insurance							
Pag-IBIG							
Retirement Benefits (R.A. No. 7641) (DW x 22.5 / 12)							
Statutory Benefits****							
Sub-Total							
<b>C. Total Amount to Guard and Government ( A + B )</b>							
<b>D. Agency Fee (Administrative and Operation Cost and Marginal Income) (24% of C)</b>							
<b>E. Value Added Tax (VAT) @ 12%</b>							
<b>F. Monthly Contract Rate for 8-Hour Per Guard</b>							
<b>NUMBER OF GUARDS</b>							
<b>TOTAL LABOR COST PER MONTH</b>							
<b>TOTAL LABOR COST PER YEAR</b>							

**NOTE: Statutory Benefits of Security Personnel to be billed to CAAP when avail.**

- 1.) Paternity Leave – 7 days
- 2.) Magna Carta for Women – maximum of 2 months
- 3.) Parental Leave (Solo Parents' Welfare Act of 2000) – 7 days
- 4.) Anti-Violence Against Women and Their Children Act of 2004 – 10 days

### **SUMMARY OF BID**

<b>CAAP AREA II</b>	<b>Total No. of Guards</b>	<b>Contract Rate Per Guard</b>	<b>Total Labor Cost Per Month</b>	<b>Total Labor Cost Per Year</b>
TUGUEGARAO AIRPORT				
CAUAYAN AIRPORT				
BASCO AIRPORT				
PALANAN AIRPORT				
BAGABAG AIRPORT				
ITBAYAT AIRPORT				
SSR APARRI (FACILITY)				
<b>TOTAL</b>				

### **II. GRAND TOTAL BID (*in words and in figures*)**

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SUBMITTED BY:

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Company/Agency

\_\_\_\_\_  
Date





## ***Section IX. Terms of Reference (TOR)***



## **TERMS OF REFERENCE**

### **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT**

#### **1.0 INTRODUCTION**

- 1.1 The **Civil Aviation Authority of the Philippines (CAAP)** is mandated to provide safe, reliable and efficient air transport system and regulatory services as well as promote the economic viability, develop and regulate the technical, operational, safety and security functions of civil aviation. It is also mandated to promote professionalism, dynamism and integrity, by providing the CAAP employees with a work environment conducive to growth and service excellence.

In line with these mandates, the CAAP Security & Intelligence Service (CSIS) in particular is responsible for: (a) the protection of airports, properties, assets and personnel; (b) regulating access to, from and movement within an airport/facility; (c) the maintenance of peace and order within the airport/facility premises; and (d) the maintenance of security of air traffic and navigation system to include its radar facilities.

In coordination with law enforcement agencies and government security forces; regulate and supervise private security agencies operating within its airports/facilities; and enforce rules and regulations promulgated by the Board pursuant to the authority granted under R. A. No. 9497.

Further, under its obligation to provide internationally accepted Aviation Security (AVSEC) services that will maintain and sustain safe, secured and orderly airport compliant with *Annex 17 (SECURITY)* of the *International Civil Aviation Organization, Standards and Recommended Practices (ICAO-SARP's)*.

- 1.2 The **Terms of Reference (TOR)** is hereby issued for purposes of hiring the services of the most qualified and competent Private Security Agency (PSA) that is administratively and operationally capable of providing quality services for the different **CAAP AREA II AREAS OF RESPONSIBILITIES (AORs)** and serve as guide to parties interested to participate in the public bidding for the **PROVISION OF SECURITY SERVICES FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT**, in accordance with the provisions of the *2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act."*

## 2.0 DEFINITION OF TERMS

- 2.1 **Acts of Unlawful Interference** – These are acts or attempted acts such as to jeopardize the safety of civil aviation and air transport, i.e.:
- unlawful seizure of aircraft;
  - destruction of an aircraft in service;
  - hostage-taking on board aircraft or on aerodromes;
  - forcible intrusion on board an aircraft, at an airport or on the premises of an aeronautical facility;
  - introduction on board an aircraft or at an airport of a weapon or hazardous device or material intended for criminal purposes;
  - use of an aircraft in service for the purpose of causing death, serious bodily injury, or serious damage to property or the environment; and
  - communication of false information such as to jeopardize the safety of an aircraft in flight or on the ground, of passengers, crew, ground personnel or the general public, at an airport or on the premises of a civil aviation facility.
- 2.2 **ADG II, CSIS** – Assistant Director General II/Chief of the CAAP Security & Intelligence Service.
- 2.3 **Airside** – the movement area of an airport, adjacent terrain and buildings or portion thereof, access to which is controlled. For purposes of this procurement activity, deployment/posts at gates, entrances and exits or any other parts of the areas in the airport that can be used as access to the airside are considered airside.
- 2.4 **Aviation Security (AVSEC)** – a combination of measures, human and material resources intended to safeguard civil aviation against acts of unlawful interference.
- 2.5 **AVSEC Guard** – shall mean any Security personnel who has completed and passed Basic Aviation Security Course/Training conducted by ICAO accredited Training Center.
- 2.6 **ASP** – Airport Security Program
- 2.7 **CAAP** – refers to the Civil Aviation Authority of the Philippines, which is the authorized and recognized representative of the Philippines to the International Convention on Civil Aviation (ICCA).
- 2.8 **CATC** – Civil Aviation Training Center, a training institution of CAAP accredited by the Office for Transportation Security (OTS) to conduct Aviation Security Trainings.
- 2.9 **CSIS** – CAAP Security & Intelligence Service (End-user of the Project), is primarily responsible for securing all CAAP airports and its installations/facilities and for the implementation of access control measures at the airports managed by the CAAP.
- 2.10 **CSIS Mobile Training Team** – a certified training team from CSIS who conducted AVSEC Trainings to security personnel of contracted PSA/Security Provider.

- 2.11 **HOPE** – Head of the Procuring Entity shall mean the Director General of the Civil Aviation Authority of the Philippines.
- 2.12 **ICAO** – International Civil Aviation Organization, a specialized agency of the United Nations (UN) which was constituted under the International Convention on Civil Aviation of 1944, better known as the Chicago Convention, to promote the safe and orderly development of civil aviation. The ICAO sets standards and regulations necessary for aviation safety, security, efficiency and regularity, as well as for aviation environmental protection.
- 2.13 **NCASP**– National Civil Aviation Security Program, the document which sets out the Government’s security policy in respect of civil aviation within the Philippines. It is under continuous review and is revised as dictated by changes in the threat and other conditions.
- 2.14 **PNP–SOSIA** – Philippine National Police – Supervisory Office for Security and Investigation Agencies.
- 2.15 **Private Security Agency** – Private Security Agency or Security Provider, as defined in R. A. No. 11917, shall mean, any person, associations, partnership, firm or private corporation, who contacts, recruits, trains, furnishes or post any security guard, to do its functions to individuals, business firms of private or public or government owned or controlled corporations. For purposes of this procurement, the terms “PSA” and “Private Security Agency” shall be equivalent and be used interchangeably.
- 2.16 **Private Security Personnel** – as defined in R. A. No. 11917, shall mean any person who has been issued a license by PNP–SOSIA and offers or renders personal service to secure or watch either a residence or business establishment or both, or buildings, compounds, or conducts inspections/monitoring, bodily checks/searches and other forms of security inspections, physical/manually or TV monitors or other authorized equipment.
- 2.17 **Security Inspectors** – CAAP-CSIS designated Inspectors.
- 2.18 **Security Guard** – as defined R. A. 11917, shall mean any person who has been issued a license by PNP–SOSIA and offers or renders personal service to secure or watch either a residence or business establishment or both, or buildings, compounds, or conducts inspections/monitoring, bodily checks/searches and other forms of security inspections, physical/manually or TV monitors or other authorized equipment.

### 3.0 CAAP AREA II AREA OF RESPONSIBILITIES (AORs)

The PSA/Security Provider shall cover the **CAAP AREA II SECURITY SERVICES** requirements, namely:

1. Tuguegarao Airport
2. Cauayan Airport
3. Basco Airport
4. Palanan Airport
5. Bagabag Airport
6. Itbayat Airport
7. SSR Aparri

### 4.0 APPROVED BUDGET FOR THE CONTRACT (ABC) (*For the First Year Only*)

The ABC for the **PROVISION OF SECURITY SERVICES FOR CAAP AREA II UNDER A THREE (3)-YEAR SERVICE AGREEMENT** is indicated below:

Area Center	Area of Responsibility (AOR)	No. of Guards	Annual Budget
AREA II	TUGUEGARAO AIRPORT	29	<b>₱ 36,531,239.88</b>
	CAUAYAN AIRPORT	28	
	BASCO AIRPORT	16	
	PALANAN AIRPORT	7	
	BAGABAG AIRPORT	9	
	ITBAYAT AIRPORT	2	
	SSR APARRI (FACILITY)	6	
<b>TOTAL</b>		<b>97</b>	
Thirty-Six Million Five Hundred Thirty-One Thousand Two Hundred Thirty-Nine Pesos and 88/100 ( <b>Php 36,531,239.88</b> )			
Computed based on the following: • REGION II - Dole Order No. ROVII-22 Class A effective January 1, 2023.			

### 5.0 MANPOWER REQUIREMENTS

- 5.1 The seven (7) AORs will be secured and protected by a well-trained, experienced, licensed, uniformed and armed security personnel.
- 5.2 The PSA/Security Provider must ensure that the security personnel assigned at airports/facilities under **CAAP AREA II** will undergo Basic Aviation Security (AVSEC) Training (*Phase I – Theoretical and Phase II – On-the-Job Checkout*) and AVSEC Re-Currency Training every two (2) years, to be conducted by CAAP-CSIS Mobile Training Team in coordination with the Civil Aviation Training Center (CATC).

5.3 The manpower requirement for the AORs are as follows:

Area Center	Area of Responsibility (AOR)	No. of Post	No. of Guards
AREA II	TUGUEGARAO AIRPORT	18	29
	CAUAYAN AIRPORT	17	28
	BASCO AIRPORT	11	16
	PALANAN AIRPORT	5	7
	BAGABAG AIRPORT	6	9
	ITBAYAT AIRPORT	1	2
	SSR APPARRI (FACILITY)	2	6
<b>TOTAL</b>		<b>60</b>	<b>97</b>

- 5.4 The PSA/Security Provider must be capable of increasing or decreasing the number of guards deployed or reallocate the guards deployed to other airports within Area III. In cases of extreme urgency, the contracted PSA/Security Provider may be required to immediately deploy or pull out or transfer a certain number of guards within twenty-four (24) hours. Prior to the issuance of the written notice, CSIS shall verbally notify the concerned agency of the need to prepare for the forthcoming changes in the deployment of guards.
- 5.5 The PSA/Security Provider must have a pool of reserved AVSEC Trained guards to ensure the presence of adequate reliever when the need arises.
- 5.6 It must be explicitly stated that based on the assessment of the security situation and security needs of CAAP, the number of deployed security personnel may either be reduced or increased by CAAP as the case may be.
- 5.7 CAAP, thru CSIS Technical Working Group (TWG) for Pre – Selection/Screening, have the right to screen, select, accept and/or reject PSA's/Security Provider's individual Officer/Guard in accordance with CAAP preset criteria.
- 5.8 CAAP has the right to demand from the PSA/Security Provider for the immediate relief from Post/Duty of Security Officers/Guards who are deemed undesirable or incompetent thru a written memorandum. The PSA/Security Provider shall immediately comply with such demand. However, it is the responsibility of the PSA/Security Provider to conduct investigation and observe the due process and impose appropriate disciplinary action to erring Security Officers/Guards. Failure of the PSA/Security Provider to observe due process is its sole consequential liability.

## 6.0 POSTING/MANNING HOURS AND REQUIRED EQUIPMENT (Details are indicated in Section VI. Schedule of Requirement/ Annex A and B)

- 6.1 The PSA/Security Provider must ensure that all security posts within its areas of responsibility are manned with the agreed required number of guards in accordance with this Terms of Reference (TOR).

- 6.2 The PSA/Security Provider shall render services twenty-four (24) hours a day, seven (7) days a week inclusive of regular and special holidays in their respective AORs. However, individual Security Officer/Guard shall render Six (6) days duty per week, in consonance with the provisions of the Labor Code except on extreme necessity, where a Security Officer/Guard may render duty for Seven (7) days a week.
- 6.3 Work shift schedule of security personnel shall be done in two (2) Shifts, twelve (12) hours work per shift and three (3) Shifts, eight hours per shift.

Shift Schedule (12hrs)	Time of Duty
1 <sup>st</sup> Shift	0500H – 1700H
2 <sup>nd</sup> Shift	1700H – 0500H

Shift Schedule (8hrs)	Time of Duty
1 <sup>st</sup> Shift	0500H – 1300H
2 <sup>nd</sup> Shift	1300H – 2100H
3 <sup>rd</sup> Shift	2100H – 0500H

**Note:** *The CSIS Area/Station Supervisor in coordination with the Area/Airport Manager has the option to adopt/change the Time of Duty that will work best to ensure attendance of the security personnel of PSA/Security as long as it follows the twelve-hour rotational schedule and eight-hour rotational schedule.*

- 6.4 The PSA/Security Provider must ensure that no security guards shall render more than 12 hours duty or 24-Hours Tour of Duty in the deployment of guard(s) at all airports/facilities under **CAAP AREA II**
- 6.5 The list of equipment that the PSA/Security Provider must provide throughout the duration of the contract is enumerated in the attached posting/manning hours and required equipment (Annex A and B) per AOR. The provision for maintenance of said equipment shall be at the expense of the PSA/Security Provider including gasoline and preventive maintenance requirement of the vehicle (4-wheel vehicle and motorcycle). The vehicles must at all times at least have fifty percent (50%) of fuel tank capacity.
- 6.6 The PSA/Security Provider must ensure that the required equipment are provided and readily available at all times, in good working condition and functional throughout the duration of the contract.
- 6.7 Equipment found defective during a security inspection will be subject to penalties as stated in **TABLE OF OFFENSES/VIOLATIONS AND PENALTIES (Annex D)**.

## 7.0 SCOPE OF WORK

Contracted PSA/Security Provider shall perform the following functions, duties and responsibilities within its AOR:

- 7.1 Provide quality security services on four areas of security, to wit: Personnel Security, Physical Security, Document Security, and Communications Security.
  - 7.1.1 **Personnel Security** - Secure and protect CAAP officials, employees, visitors, guests, air crew, passengers and stake holders from harm, harassment, threat and intimidation within the CAAP premises;
  - 7.1.2 **Physical Security** - Secure and protect CAAP airports/facilities, equipment and properties from theft, robbery, arson, destruction, sabotage and other criminal acts;
  - 7.1.3 **Document and Information Security** - Secure and protect documents and vital information from unauthorized gathering, use, loss, and unsanctioned destruction; and prevent means of unauthorized access to these documents and information to personnel not granted the need to know by competent authority; and
  - 7.1.4 **Communications Security** – Prevent unauthorized users/interceptors from accessing radio and telecommunications system and other related facility.
- 7.2 Implement and enforce all applicable CAAP 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 PSA/Security Provider;
- 7.3 In times of emergency, all deployed security personnel shall be in emergency mode and ready to implement Contingency Plans. Those who are within the immediate location of the emerging situation shall make themselves available for immediate recall and act as first responders, and be prepared to support the designated authority;
- 7.4 In case of damage to or loss of CAAP properties due to negligence or failure to fulfill its obligations to the Contract, as determined by management investigation, the PSA/Security Provider is liable to compensate CAAP for the cost of loss or damage.
- 7.5 Submit the following Reports to the CAAP Security & Intelligence Service (CSIS):
  - 7.5.1 Daily Activity and Situation Report;
  - 7.5.2 Spot Report;
  - 7.5.3 Incident Report (in case of occurrence of unusual incident);
  - 7.5.4 Investigation Report (as necessary);
  - 7.5.5 Special Reports (in case of confluence of events and observations which have bearing on safety and security);
  - 7.5.6 Information Report (as obtained);
  - 7.5.7 Roster of Guards (every 15<sup>th</sup> and 30<sup>th</sup> of the month);
  - 7.5.8 Guard Deployment Schedule (every 15<sup>th</sup> and 30<sup>th</sup> of the month);



- 7.5.9 Guard Duty-Detail-Order (DDO);
  - 7.5.10 Accomplishment Reports:
    - (a) Monthly – every 1<sup>st</sup> Monday of succeeding month;
    - (b) Quarterly – every 1<sup>st</sup> week of succeeding quarter; and
    - (c) Annual – every 2<sup>nd</sup> week of JANUARY
  - 7.5.11 Monthly Security Assessment including its finding and recommendations not later than the 10<sup>th</sup> day of the following month.
- 7.6 Employ/deploy guards with the following qualifications:
- 7.6.1 Mandatory Training:
    - (a) Basic Security Officer/Guard Training Course
    - (b) Retraining/Refresher Officer/Guard Training Course
    - (c) Weapons Handling and Safety
    - (d) Basic Marksmanship Training Course
  - 7.6.2 Training/seminar/enhancement skill of Security Officers/Guards which may contribute to their efficiency, effectiveness and quality of services:
    - (a) Basic Life Support Training/Seminar
    - (b) VIP Security Training/Seminar
    - (c) Marksmanship Refresher Training
    - (d) Information Gathering and Basic Report Writing Training/Seminar
    - (e) Basic Investigation Seminar
    - (f) Disaster and Emergency Response Training
    - (g) Computer Literacy Training for Security Officers
- 7.7 Networking with the CSIS, PNP, AFP and other friendly forces on matters related to the security and protection of respective AORs.

## 8.0 QUALIFICATION REQUIREMENTS OF THE PSA/SECURITY PROVIDER

- 8.1 Must have been in the contract security industry for **at least three (3) years** from the date of opening of bids with no pending litigation/case in any private or government entities pertaining to security contract of services, good business standing and operationally capable of providing security services;
- 8.2 Must have a current and Regular License to Operate (LTO), as Private Security Agency issued by Philippine National Police, Supervisory Office for Security Investigation Agency (PNP-SOSIA);
- 8.3 Must have at least 200 Guards currently deployed nationwide;
- 8.4 Must not currently under suspension by CAAP nor “BLACKLISTED” or barred from bidding by any government or private entity;
- 8.5 Must be registered with the Philippine Government Electronic Procurement System (PhilGEPS);

- 8.6 Must have a Clearance of No Derogatory Record/Certificate of No Pending Case as Private Security Agency issued by PNP–SOSIA, which shall be valid during the submission and opening of bids;
- 8.7 Must have a Certificate of Registration as Contractor issued to the Bidder by the Regional Office of the Department of Labor and Employment (DOLE) where it principally operates, pursuant to Department Order No. 174, Series of 2017;
- 8.8 Must have a Certification of Pending or No Pending labor standards violation case/s issued by the following agencies pertaining to the provision of the security services:
  - 8.8.1 Department of Labor and Employment (DOLE); and
  - 8.8.2 National Labor Relations Commission (NLRC).
- 8.9 Must have completed, within a period of **at least Three (3) years**, a single contract that is similar to this Project, equivalent to at least “Fifty Percent (50%)” of the ABC or have at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least “fifty percent (50%)” of the ABC, with the largest of these similar contracts being equivalent to at least “twenty five percent (25%)” of the ABC; and
- 8.10 The PSA/Security Provider 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.

## **9.0 QUALIFICATIONS OF SECURITY OFFICERS AND SECURITY GUARDS**

### **9.1 Detachment Commander (DC)**

- 9.1.1 Filipino Citizen, with good moral character;
- 9.1.2 Physically and mentally fit;
- 9.1.3 College Graduate of any Bachelor’s Degree;
- 9.1.4 Preferably, but not necessarily a former non-commissioned officer of the AFP or of the PNP with corresponding retirement papers or honorable discharge papers, or have undergone any of equivalent military officer’s training such as Security Officer Course with corresponding certificate and diploma. Must have never been charged of any major crime and convicted of any crime;
- 9.1.5 Minimum height must be at least 5’6” and above;
- 9.1.6 Good knowledge in computer operation and preparation of report;
- 9.1.7 Good communication skills in English, oral and written;

- 9.1.8 Must have undergone the following training: Intelligence/Security/Investigation Seminar, Leadership Seminar, Basic Safety/Fire Prevention, First Aid Course, Self Defense and other security enhancement training.
- 9.1.9 Must undergo Aviation Security (AVSEC) training prior deployment;
- 9.1.10 Must have **at least five (5) years'** experience in the operations of a security detachment with minimum manpower complement of not less than fifty (50) guards; and
- 9.1.11 Must possess a valid security officer license.
- 9.1.12 Must have passed Ishihara Test;
- 9.1.13 Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment in CAAP AREA II AORs. Random drug test shall be conducted at any time within the duration of the contract at the expense of the PSA; and
- 9.1.14 Must have never been charged of any crime nor convicted of any crime.

## 9.2 **Head Guard (HG)/Shift In-Charge (SIC)**

- 9.2.1 Filipino Citizen, with good moral character;
- 9.2.2 Physically and mentally fit;
- 9.2.3 College Graduate of any Bachelor's Degree;
- 9.2.4 Preferably, but not necessarily, a former non-commissioned officer of the AFP or of the PNP with corresponding retirement papers or honorable discharge papers, or have undergone any of equivalent military officer's training such as Security Officer Course with corresponding certificate and diploma. Must have never been charged of any major crime and convicted of any crime;
- 9.2.5 Minimum height must be at least 5'6" and above;
- 9.2.6 Good knowledge in computer operation and preparation of report;
- 9.2.7 Good communication skills in English, oral and written;
- 9.2.8 Must have undergone the following training: Intelligence/Security/Investigation Seminar, Leadership Seminar, Basic Safety/Fire Prevention, First Aid Course, Self Defense and other security enhancement training.

- 9.2.9 Must undergo Aviation Security (AVSEC) training prior deployment;
- 9.2.10 Must have **at least three (3) years'** experience in the operations of a security supervision; and
- 9.2.11 Must possess a valid security officer license.
- 9.2.12 Must have passed Ishihara Test;
- 9.2.13 Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment in CAAP AREA II AORs. Random drug test shall be conducted at any time within the duration of the contract at the expense of the PSA; and
- 9.2.14 Must have never been charged of any crime nor convicted of any crime.

### 9.3 Security Guards (SGs)

- 9.3.1 Filipino Citizen, with good moral character;
- 9.3.2 Physically and mentally fit;
- 9.3.3 Preferably have attended at least two (2) years in college;
- 9.3.4 Minimum height for MALE SGs 5'6". For FEMALE SGs 5'4";
- 9.3.5 Good knowledge in computer operation and preparation of report;
- 9.3.6 Can understand English, oral and written;
- 9.3.7 Must have **at least two (2) years'** experience as Security Guard;
- 9.3.8 Must undergo Aviation Security (AVSEC) training prior deployment;
- 9.3.9 Must possess a valid security guard license;
- 9.3.10 Must have passed Ishihara Test;
- 9.3.11 Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment in CAAP AREA II AORs. Random drug test shall be conducted at any time within the duration of the contract at the expense of the PSA; and
- 9.3.12 Must have never been charged of any crime nor convicted of any crime.

## 10.0 UNIFORM AND APPEARANCE STANDARD



- 10.1 The PSA/Security Provider shall provide, at its own expense, the necessary uniforms of the guards and ensure that said guards are well groomed and in proper/neat attire at all times complete with paraphernalia, equipment/accessories (*i.e. flashlight, holsters, badges, insignias, whistles, timepieces, writing pens, logbooks, raincoats and boots, handcuffs, first aid kit, teargas, nightstick/baton*) as may be required to carry out the provision of the contract. No security personnel will be allowed to work within CAAP airports, /facilities premises without the appropriate uniform, identification card, and other equipment which are essential for security purposes.
- 10.2 **Employees Identification** –The PSA/Security Provider security personnel shall be identified through Airport issued Access Permit/Pass which shall contain the Name of the Employee, Photograph, Assignments, Company’s Name, Date of Expiry and must be conspicuously displayed at all times while on duty.

## **11.0 OBLIGATIONS AND RESPONSIBILITIES**

### **11.1 The Private Security Agency (PSA)/Security Provider shall:**

- 11.1.1 Establish a Liaison Office near in any satellite airports/facilities of CAAP AREA II, complete with office equipment, consumable office supplies, office/company signage and manned by office clerk/personnel at company expense one-week prior deployment;
- 11.1.2 Provide one (1) Area Security Coordinator/Supervisor at company expense for effective administrative support, management, supervision, coordination and control of their security personnel. The Area Coordinator/Supervisor shall make sure all obligations under the Contract are properly complied with;
- 11.1.3 Provide airports/facilities under CAAP AREA II with the required number of Security Guards and Security Officers who are qualified and trained to secure and protect CAAP airports/facilities, equipment and properties, as well as provide protection for its officials, employees, visitors, guests, air crew, passengers and stakeholders;
- 11.1.4 Submit Bio-data and Work Employment Record with corresponding description of expertise and experience of the nominated Detachment Commander; Head Guard; and Shift-In-Charge; for review or record examination by CSIS. Acceptance or denial of the nominated Security Officers and Guards shall be determined by the CSIS;
- 11.1.5 Submit to CAAP the 201 files of all deployed Security Officers and Security Guards to include Personal Data Sheet, copies of Security Licenses, Certificates of Completion of Training for Security Officers/Guards, NBI Clearances, PNP Clearances, Barangay Clearances, Psychoneurotic Test and Drug Tests;

- 11.1.6 Provide, at company expense, all necessary firearms, ammunitions, mobility, communication equipment, supplies and other related items in the fulfilment of their obligations under this Contract;
- 11.1.7 Include in its Administrative Overhead Operations Costs such as licenses (local and national), supervision, trainings, insurances, and other incidental expenses relative to security guarding;
- 11.1.8 Ensure payment of salaries, without delay, to its security personnel and assume the payment for at least (3) months' salaries of its security personnel. Failure to pay salaries on time within this time period and throughout the entire duration of the agreement and the contract will be considered as one of the basis for the pre-termination of the existing contract and the entire agreement;
- 11.1.9 Guarantee that all required equipment are installed/ delivered in airports/facilities under CAAP AREA II **at least one (1) week** before official assumption of duties as the contracted PSA/Security Provider. The inspection of requirement as per Terms of Reference will be conducted by the Authorized members of the Technical Inspection and Acceptance Committee (TIAC) for Security Services;
- 11.1.10 Assume full responsibility for the proper conduct and efficient performance of its security personnel in the discharge of their duties and responsibilities.
- 11.1.11 Holds CAAP free and harmless from any and all claims that its security personnel or third persons might make against CAAP and its personnel in connection with the performance of their guard duties;
- 11.1.12 Warrants to make available duly qualified, licensed and trained relievers who satisfy the requirements under **Item 10.0** hereof, to ensure continuous and uninterrupted service in the absence of an assigned guard. The posting of a reliever and his qualifications shall be immediately reported by the PSA/Security Provider to CSIS in writing;
- 11.1.13 Provide time record equipment and require its security personnel assigned to airports/facilities under **CAAP AREA II** to record daily attendance.
- 11.1.14 Require its security personnel assigned to airports/facilities under CAAP AREA II to render services in accordance with the Contract and to report **at least thirty (30) minutes** for mandatory guard mounting, prior to reporting to their respective post;
- 11.1.15 CSIS shall issue a memorandum to PSA/Security Provider prior to the replacement of security personnel for loss of trust and confidence or who have rendered unsatisfactory performance, displayed questionable behavior or moral acts and willfully and grossly violating CAAP policy, rules and regulations.
- 11.1.16 The PSA/Security Provider shall not replace security personnel detailed with CAAP without approval of the CSIS Supervisor;

- 11.1.17 The PSA/Security Provider officers/guards shall undergo CAAP random drug testing activities;
- 11.1.18 Pay its security guards assigned in airports/facilities under **CAAP AREA II** not less than the rates specified in the PSA's submitted Financial Proposal. Payment of these rates shall be in accordance with applicable minimum wage rates and legal entitlements;
- 11.1.19 Comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its security personnel within legal rates provided under DOLE Department Order No. 150-16 Section 7.5 and other related legislated laws;
- 11.1.20 Assume full responsibility for any liability, cause of action or claim which may be filed by any of the security personnel under the Labor Code, Employees Compensation Law or other special laws, rules and regulations mandated by the Department of Labor and Employment (DOLE) which are currently in effect and by virtue hereof, the PSA shall render CAAP, its officers and employees free of any of such liability, cause of action or claims;
- 11.1.21 Comply with all obligations and responsibilities stated in the provisions of the contract and contract documents. Non-compliance or violations shall be a **ground for cancellation and/or termination** of the Security Services Contract after due written notice;
- 11.1.22 Authorizes CAAP to exact penalty or to deduct an amount equivalent to the penalties for offenses or violation committed by the PSA/Security Provider as specified in **Annex "D" – Table of Offenses/Violations and Penalties**; and
- 11.1.23 Turn-over to CAAP Security & Intelligence Service (CSIS) all logbooks upon termination of the contract.

**11.2 The Civil Aviation Authority of the Philippines (CAAP) shall:**

- 11.2.1 Grant the Winning Bidder or PSA/Security Provider, the contract to render security services in airports/facilities under **CAAP AREA II** ;
- 11.2.2 Pay the PSA/Security Provider for security services rendered upon validation of required billing documents and mandatory government contributions;
- 11.2.3 Monitor the implementation of the security services in accordance with the specifications and conditions of the contract and the TOR through CAAP Security & Intelligence Service – Technical Review and Assessment Compliance (CSIS - TRAC);
- 11.2.4 Reserves the right to require the replacement of any or all of the PSA's/Security Provider's security personnel assigned to airports/facilities under **CAAP AREA II** who do not meet the requirements set forth in the





Contract. This is without prejudice to the right of CAAP to seek relief under the contract, including termination for breach as applicable;

- 11.2.5 Reserves the right to demand from the PSA/Security Provider the rigid execution of controls in the implementation of security operations as it deems proper, and whenever CAAP-CSIS finds the security inadequate, it shall have the right to request for reinforcement of the security force to particular airports/facilities;
- 11.2.6 Reserves the right to require the PSA/Security Provider to replace, immediately upon CAAP's notice, any or all of its security personnel assigned to CAAP who are found to be using illegal drugs, engage in the sale of illegal drugs & prohibited substance, airport facilitation, lacking in discipline, integrity, good moral character and aptitude, or for inefficiency or other negligent acts or omissions in the performance of duties; and
- 11.2.7 The CSIS shall recommend to the CAAP Management for the increase or decrease of the number of security guards or reallocation of guards to other airports within CAAP AREA II from time to time as the need arises. The CAAP shall likewise arrange for the change or relief of security personnel assigned to airports/facilities under **CAAP AREA II** with due notice to the PSA/Security Provider, which the latter agrees to effect within twenty-four (24) hours from receipt of the notification.
- 11.2.8 Reserves the right to require the PSA/Security Provider to replace and transfer security equipment and vehicles within the AOR, upon CAAP's written notice.

## **12.0 EMPLOYER-EMPLOYEE RELATIONSHIP**

- 12.1 There shall be no employer-employee relationship between CAAP and the PSA's/Security Provider's security personnel. CAAP shall in no way be responsible for any claim for personal injury, wages and other employment benefits and other claims for damages, including death, arising out of, or in connection with, the performance of the guards' duties. The PSA/Security Provider shall assume full responsibility for the faithful and complete performance by the security guards of all their duties under the Contract.
- 12.2 Should CAAP be made liable for the PSA's/Security Provider's failure to comply with any provision of the labor code, rules or regulations, the PSA/Security Provider obligates itself to indemnify CAAP to the full extent of such liability, including litigation expenses and other charges, without need of any demand or legal action. In this regard, the PSA/Security Provider authorizes CAAP to deduct from the PSA's/Security Provider's billings and/or Performance Security, all expenses incurred for such purpose, including expenses for official travel by CAAP staff/officers, provided the expenses are duly supported by receipts and/or other acceptable proof of expense.



### **13.0 WAGE RATE OF PSA/SECURITY PROVIDER SECURITY PERSONNEL AND WAGE ADJUSTMENT**

- 13.1 The PSA/Security Provider shall guarantee each security personnel a wage 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 Department of Labor and Employment, Regional Tripartite Wages and Productivity Board (DOLE-RTWPB).
- 13.2 The PSA/Security Provider shall regularly provide each security personnel copy of official Pay Slip every pay period indicating therein the summary of their salaries, allowances, bonuses, and remittances to SSS, Pag-IBIG, PhilHealth and other authorized deductions.
- 13.3 In the event that the Regional Tripartite Wages and Productivity Board (RTWPB) or any other competent authority issues a new and valid Wage Order providing for an increase in the minimum wage during the effectivity of the Contract, the Contract Price shall be considered adjusted accordingly based on the published and authenticated rate/s, provided, however, that: (a) the adjustment shall be limited to the increment in the legislated minimum wage, and shall not apply or result to any increment in the other benefits of the security personnel, unless otherwise provided in the RTWPB Order, and (b) no adjustment shall be made to the Administrative or Overhead Cost (Agency Fee) of the PSA/Security Provider, unless otherwise agreed to in writing by CAAP and the PSA/Security Provider.
- 13.4 Wages shall be paid by the PSA/Security Provider at least once every two (2) weeks or twice a month at intervals not exceeding sixteen (16) days. If on account of force majeure, payment of wages by the PSA/Security Provider on or within the time herein provided cannot be made, the PSA/Security Provider shall pay the wages immediately after such force majeure ceases. Security Officers/Guards posted in airports/facilities under **CAAP AREA II** shall be paid through Automatic Teller Machines (ATM). The PSA/Security Provider undertakes to implement this measure, at its own cost, within thirty (30) calendar days from the execution of the Contract. Maintenance cost of the ATM payroll account shall be the sole responsibility of the PSA/Security Provider, and shall not be charged to CAAP or to its security personnel assigned to the CAAP airports/facilities.
- 13.5 Should a Security Officers/Guards assigned to airports/facilities under **CAAP AREA II** file a claim for unpaid wages or other employment benefits before the National Labor Relations Commission (NLRC) or other appropriate government entity in connection with work performed under the Contract, CAAP reserves the right to withhold payment of service from the PSA's/Security Provider's, subject to three (3) unanswered written official notifications.
- 13.6 All taxes payable to the government arising from the Contract shall be borne solely by the PSA/Security Provider.
- 13.7 The submission by the PSA/Security Provider of a false and/or fraudulent document or its failure to submit affidavits, clearances and other documents required to support or

accompany its billings shall be sufficient ground for CAAP not to pay the security services being billed and to terminate the Contract.

- 13.8 CAAP reserves the right to withhold payment to the PSA in the event that the PSA fails to comply with the requirements, commitments and obligations contained in the contract.

#### **14.0 INSPECTION AND INVENTORY**

- 14.1 CAAP through CSIS shall inspect the liaison office, firearms, ammunitions, mobility, communication equipment, supplies, paraphernalia's and other related items issued by the PSA/Security Provider to its Security Officers/Guards upon actual posting and at such other times as CAAP may deem appropriate, to determine if the same are compliant with the Contract, and to ensure that adequate security requirements are provided for by the PSA/Security Provider to airports/facilities under **CAAP AREA II** and its personnel.
- 14.2 CAAP through CSIS shall, at any time, inspect PSA/Security Provider Officers/Guards during the performance of their duties to ensure the safety and security of the airports/facilities including its required materials and equipment under **CAAP AREA II**
- 14.3 This right to inspect by CAAP shall not relieve the PSA/Security Provider from full responsibility for the adequate security and protection of the airports/facilities under **CAAP AREA II** and the contents thereof, or absolve the PSA/Security Provider from liability for all acts or omissions of its guards. The PSA/Security Provider is required to send official representatives during inspections or inventory-taking in airports/facilities under **CAAP AREA II**
- 14.4 Whenever necessary and as requested by the CAAP through CSIS, the PSA/Security Provider consents and agrees to have available for examination by CAAP, its Financial Statements, PNP-SOSIA permit to operate, detachment logbooks, time records and such other papers as may be deemed necessary or appropriate by the CAAP.

#### **15.0 MONITORING AND EVALUATION**

- 15.1 The Performance of the PSA/Security Provider will be evaluated **quarterly** by CSIS based on the quality of work and its compliance with the terms and conditions of the Contract.
- 15.2 **Quarterly Security Performance Evaluation and Inspection Review** will be conducted by the CSIS Technical Review & Administrative Committee (TRAC) to assess the performance of the PSA/Security Provider in terms of Contract Compliance, Manpower Requirements, Supplies & Equipment Inspection, Personnel/Work Performance and other related requirement which will form part of the Performance Review of the PSA/Security Provider.

- 15.3 Firearms, vehicles/motorcycles, handheld radios & other equipment shall be inspected daily by CSIS Area/Airport Supervisor or his authorized representative to determine its compliance with the contract and TOR.
- 15.4 The PSA/Security Provider shall maintain at least “SATISFACTORY” level of performance throughout the term of the Contract based on the CAAP set Performance Evaluation Assessment Form (**Annex “C”**).
- 15.5 Before the end of the contract period, CSIS-TRAC shall conduct an assessment or evaluation of the performance of the PSA/Security Provider based on the CAAP set Performance Criteria. The average of the Four (4) Ratings of the CSIS-TRAC shall be “Eighty Percent (80%)” to qualify for the extension of the Contract for another year. The result of the performance evaluation is non-appealable.
- 15.6 The CAAP–TRAC shall be composed of representatives from Security Division, CSIS. They shall conduct the monitoring of the Private Security Agency’s Performance and deficiencies after every quarter of the year. Report on the findings of the Committee shall be submitted to the Director General.
- 15.7 Based on the Performance Assessment, CAAP may cause the termination process of the Contract for failure of the PSA/Security Provider to perform its obligations thereon following the procedure prescribed under the “Guidelines of Termination of Contracts” issued by the *Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004*.

## **16.0 LIABILITY FOR LOSS, DAMAGE OR INJURY**

- 16.1 The PSA/Security Provider shall be responsible for any loss or damage that may be suffered by the airports/facilities under **CAAP AREA II** due to PSA’s/Security Provider’s willful act or negligence or violation of the Contract, or due to the willful act or negligence/carelessness of its Security Guards and Supervisors in the performance of their duties. In such event, and at the sole discretion of CAAP, lost or damaged CAAP properties within the airports/facilities shall be replaced based on the Fair Market Value (FMV) of said CAAP properties. FMV shall mean the current appraised value of the relevant property as determined by CAAP based on an in-house or third party appraisal. CAAP shall have the prerogative to suspend payments due to the PSA/Security Provider under the Contract, pending result of final investigation of the loss or damage suffered by CAAP, without prejudice to other legal remedies available to CAAP. Upon receipt of the result of investigation and due notice to the PSA/Security Provider, any loss or damage to CAAP properties be found to have been caused by the fault or negligence of the Security Guards, Supervisors and/or the PSA/Security Provider itself, the PSA authorizes CAAP to deduct from any payments due to the PSA/Security Provider under the Contract, the corresponding FMV of the property that was lost or damaged, and to forfeit the Performance Security.
- 16.2 In cases of encroachment upon CAAP airports/facilities by illegal settlers, CAAP shall have the prerogative to withhold payments due to the PSA/Security Provider from its security billings under the contract, and to forfeit its Performance Security, without prejudice to other legal remedies available to CAAP under the contract and under applicable laws and rules if subsequent investigation indicates negligence or lack of

due diligence. The amount withheld shall be released only upon the PSA's/Security Provider's eviction of the illegal settlers or upon the complete resolution of the illegal settlement or encroachment issue as may be determined by CAAP. However, in the event that the PSA/Security Provider fails to resolve such illegal settlement or encroachment issue after a reasonable period, and it no longer manifests interest in resolving the same, CAAP shall, upon prior written notice, have the prerogative to declare the PSA/Security Provider in default and the withheld amount shall be recovered by CAAP. In no case, however, shall the forfeited Performance Security be returned to the PSA/Security Provider. In the event of such forfeiture, the PSA/Security Provider shall provide CAAP with a new Performance Security and the BDS as security for the faithful performance by the PSA/Security Provider of any and all its obligations under the contract, and to cover any loss, damage or injury suffered by CAAP or for which the PSA/Security Provider may be made liable under the terms of the contract. Failure by the PSA/Security Provider to provide CAAP with a new or replacement Performance Security shall entitle CAAP to terminate the contract.

- 16.3 The PSA/Security Provider shall assume full responsibility for any loss of or damage to any property, and for any personal injury, including death, of any person, that may be caused by act, willful omission or gross negligence of its security personnel assigned to the airports/facilities under **CAAP AREA II**
- 16.4 The PSA/Security Provider shall hold CAAP free and harmless from any and all liabilities or claims for loss or damage to property or for personal injury, including death, which CAAP, its officials, employees and personnel or third persons may suffer by reason of the performance or non-performance of the obligations of the PSA/Security Provider under the Contract.

## **17.0 PAYMENT PROCEDURES**

- 17.1 The payment shall be made on a Monthly Basis and shall be based on the actual number of personnel deployed as verified and certified by CSIS Area/Airport Station Supervisor accompanied by a Certificate of Performance issued by CSIS Supervisor in the Area/Airport attested by the Area/Airport Manager. Payment of remuneration shall be subject to the usual government accounting and auditing regulations. The following documents shall be attached on the billing:
  - 17.2.1 Statement of Account;
  - 17.2.2 Copy of Payroll (reflect payment of 13<sup>th</sup> Month Pay on monthly basis);
  - 17.2.3 Copy of Duty Detail Order (DDO);
  - 17.2.4 Guards Schedule
  - 17.2.5 Daily Time Record (DTR)
  - 17.2.6 Summary of Time Record duly certified correct by CSIS;
  - 17.2.7 Copy of the Contract (certified true copy);
  - 17.2.8 Notice of Award (certified true copy);
  - 17.2.9 Notice to Proceed (certified true copy);
  - 17.2.10 Copy of Performance Bond (certified true copy);
- 17.2 FIRST BILLING:



- 17.2.11 Certificate of Performance issued by CSIS Official in the Area/Airport attested by the Area/Airport Manager;
- 17.2.12 Official Receipt (O.R.) of the remittances paid for the necessary benefits of security guards (SSS, PhilHealth, Pag-IBIG and Withholding Taxes).
- 17.2.13 Certification under oath attesting that it is compliant with the DOLE Minimum Wage Law in accordance with its representation and warranties
- 17.2.14 One (1) copy of the original and four (4) photocopies of the Monthly Deployment Report (MoDR) duly accomplished by the Security Agency at the end of each month stating the names of the guards and supervisors, salary rates and actual attendance;
- 17.2.15 Certification under oath attesting its prompt payment of wages and benefits of security guards; and
- 17.2.16 Copy of Monthly Disposition Report stamped and received by PNP-SOSIA for prior month.

### 17.3 SUCCEEDING BILLING:

- 17.3.1 Statement of Account;
- 17.3.2 Copy of Payroll (reflect payment of 13<sup>th</sup> Month Pay on monthly basis);
- 17.3.3 Copy of Duty Detail Order (DDO);
- 17.3.4 Guards Schedule
- 17.3.5 Daily Time Record (DTR)
- 17.3.6 Copy of Monthly Disposition Report stamped and received by PNP-SOSIA (prior month of billing)
- 17.3.7 Summary of Time Record duly certified correct by CSIS;
- 17.3.8 Copy of the Contract (certified true copy);
- 17.3.9 Certificate of Performance issued by CSIS Official in the Area/Airport attested by the Area/Airport Manager;
- 17.3.10 Official Receipt (O.R.) of the remittances paid for the necessary benefits of security guards (SSS, PhilHealth, Pag-IBIG and Withholding Taxes).
- 17.3.11 Certification under oath attesting that it is compliant with the DOLE Minimum Wage Law in accordance with its representation and warranties
- 17.3.12 One (1) copy of the original and four (4) photocopies of the Monthly Deployment Report (MoDR) duly accomplished by the Security Agency at the end of each month stating the names of the guards and supervisors, salary rates and actual attendance;
- 17.3.13 Certification under oath attesting its prompt payment of wages and benefits of security guards; and
- 17.3.14 Copy of Monthly Disposition Report stamped and received by PNP-SOSIA for prior month.

- 17.4 It is agreed and understood that the payment of the contract price shall be made on the condition that the PSA/Security Provider has paid its security personnel who are assigned to airports/facilities under **CAAP AREA II** all their salaries, wages and other benefits due them up to time of payment of said amounts by CAAP in accordance with DOLE Wage Rates. A certification to this effect shall be stated and duly signed in the billings made by the PSA/Security Provider. CAAP shall not be required to pay directly to any of PSA's/Security Provider's personnel any amount owing them by the PSA/Security Provider as salaries, wages or for any purposes whatsoever.

- 17.5 Payment of sums hereunder shall be subject to the usual government accounting and auditing regulations.
- 17.6 Billing Statements with complete attachments as stated in 17.2 and 17.3 shall be submitted on or before 10<sup>th</sup> day of the next billing Month. Non-submission after the said deadline will be subject to penalty based on the penalty provisions stated in **Table of Offenses/Violations and Penalties (Annex “D”)**.
- 17.7 Should CAAP be constrained to file a case to obtain court relief against the PSA/Security Provider, the latter will hold itself liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the complaint as attorney’s fees, aside from the costs of the litigation and other expenses which may entitle the CAAP to recover from the PSA/Security Provider any and all actions arising from this Agreement which any party may decide to institute shall be filed with proper court in the Pasay City.

## **18.0 PERFORMANCE SECURITY**

- 18.1 The PSA’s/Security Provider’s Performance Security shall serve as security for the faithful performance by the PSA/Security Provider of any and all its obligations under the contract, and to cover any loss, damage or injury caused by the PSA/Security Provider or its security personnel in the performance of the contract or for which the PSA/Security Provider may be made liable under the terms of the contract. However, the liability of the PSA/Security Provider shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by CAAP, its personnel or representatives.
- 18.2 Thereupon, the PSA’s/Security Provider’s Performance Security shall be forfeited in favor of CAAP in case the PSA/Security Provider fails to comply with the terms and conditions of the Contract. Should the amount forfeited be insufficient to cover the loss, damage or injury incurred due to the fault of the PSA/Security Provider or its security personnel, the PSA/Security Provider shall pay the remaining balance. In this connection, the PSA/Security Provider authorizes CAAP to withhold payment of its security service fees until the amount of the loss, injury or damage has been paid to CAAP, or to directly offset such payment against the amount of the loss, damage or injury.
- 18.3 The PSA’s/Security Provider’s Performance Security shall likewise cover any and all claims for non-payment of wages, salary differentials or whatever monetary claims its security personnel may have against the PSA/Security Provider, to the extent of the work performed under the Contract with CAAP. In such event, the liability of the PSA/Security Provider shall not be limited to the amount of the Performance Security but to the actual amount of valid claims of the security personnel of the PSA/Security Provider.
- 18.4 The cost of obtaining such Performance Security and maintaining the same throughout the prescribed period shall be borne solely by the PSA/Security Provider.
- 18.5 The PSA/Security Provider shall present and deliver the Performance Security to CAAP within a maximum period of ten (10) calendar days from the receipt of the



Notice of Award (NOA) from the CAAP, with proof of payment of the required premium thereof. The PSA/Security Provider shall maintain the Performance Security for a period of three (3) years from the effectivity of the Contract.

## **19.0 ASSIGNMENT OF RIGHTS**

- 19.1 The PSA/Security Provider shall not assign any of its rights and obligations under the Contract to any party.

## **20.0 SETTLEMENT OF DISPUTES AND VENUE OF ACTIONS**

- 20.1 Any and all disputes arising from the implementation of the contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the “Arbitration Law”, Republic Act No. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004” and the Supreme Court’s Special Rules on Alternative Dispute Resolution.
- 20.2 In the event of litigation arising from/relating to the terms and conditions of the contract, the venue of such court actions shall be in Pasay City, and the PSA waives any other venue.
- 20.3 For breach by the PSA of any of the stipulations, conditions, warranties, representations or obligations under the contract as determined by CAAP, the latter shall retain, as liquidated damages, all sums of money due to the PSA. Any consideration, concession, tolerance or relaxation of any provision of the contract shall not be interpreted as a renunciation on the part of CAAP of any of its rights granted therein.

## **21.0 CONFIDENTIALITY CLAUSE**

- 21.1 All information, data and documents concerning the business and affairs of CAAP shall be classified as confidential and shall be treated with extreme secrecy by the PSA/Security Provider, Officers/Guards and shall not be communicated or disclosed to any person or entity without prior written clearance from CAAP.
- 21.2 In the event that the PSA/Security Provider fails to comply with this Confidentiality Clause, CAAP shall have the option to apply pertinent provisions of R. A. No. 5487 and other applicable charges provided for under the **Table of Offenses/Violations and Penalties (Annex “D”)** hereto attached.
- 21.3 In the event that the disclosure of the confidential information and or documents is made by the PSA/Security Provider to any person or entity after the termination of its contract with CAAP, the latter shall have the right to seek redress and compensation through legal proceedings in a court of law.
- 21.4 A non-disclosure agreement with CAAP shall form part of the contract between the PSA/Security Provider and CAAP.

## **22.0 DURATION AND EXTENSION OF CONTRACT**



- 22.1 The PSA/Security Provider shall provide security services to airports/facilities under **CAAP AREA II** for a contract period of **Three (3) years** and may be extended for a maximum of **one (1) year**.

### **23.0 TERMINATION/CANCELLATION OF THE CONTRACT BY CAAP**

- 23.1 Owing to the nature of the services rendered by the PSA/Security Provider, CAAP shall have the right, upon written notice to the PSA/Security Provider and without need of court action, may immediately and unilaterally cause the cancellation/termination of the contract, wholly or in part, on any of the following grounds:
- 23.1.1 Revocation by the PNP/SOSIA of the AGENCY's License to Operate (LTO);
  - 23.1.2 Expiration or suspension of the PSA's LTO;
  - 23.1.3 Expiration or cancellation of the PSA's Certificate of Registration as Contractor issued by the Regional Office of the Department of Labor and Employment where the PSA/Security Provider principally operates;
  - 23.1.4 Failure of the PSA/Security Provider to maintain its Performance Security within the period specified in **Item 18.5** hereof;
  - 23.1.5 Failure of the PSA/Security Provider to provide a new and replacement Performance Security as provided under **item 18.2** hereof;
  - 23.1.6 Expiration or suspension of the license or permit of any of the security guards assigned to airports/facilities under **CAAP AREA II**, or of any other license or permit necessary for the performance of the PSA's/Security Provider's obligations under the contract;
  - 23.1.7 When the misconduct, fault or negligence of the PSA/Security Provider or its security personnel, or a violation by the PSA/Security Provider of its obligations, results in physical injury or death to other security personnel of the PSA/Security Provider, or to CAAP personnel or third parties; or when such misconduct, fault, negligence or violation causes loss of or damage to airports/facilities under **CAAP AREA II** or properties of CAAP personnel or third parties;
  - 23.1.8 Non-payment by the PSA/Security Provider of the salaries/wages and other employment benefits of its security guards/employees assigned to airports/facilities under **CAAP AREA II**. The PSA's/Security Provider's non-collection for security services from CAAP should not, at any time, be used by the former as an excuse for not paying its guards;
  - 23.1.9 Non-remittance/non-payment by the PSA/Security Provider of the compulsory social security benefit required contributions (including the employer's share/contribution, as applicable) to the SSS, PhilHealth, Pag-IBIG, and Employees Compensation/State Insurance Fund;
  - 23.1.10 Any false, misleading or fraudulent representation made by the PSA/Security Provider in connection with the procurement or bidding



process, or in connection with the implementation of, or the performance of its obligations under, the contract;

- 23.1.11 The PSA/Security Provider has engaged or is engaging in corrupt or collusive or coercive or obstructive practices defined in **ITB 3.1(a)** and **GCC 2.1(a)**, or is engaging in unlawful or unethical business or employment practices;
- 23.1.12 Loss of trust and confidence in the PSA/Security Provider;
- 23.1.13 Any decrease or increase in the number of guards and/or reshuffling of the guard/s, or any removal or replacement of guards, without the prior written approval of CAAP through CSIS;
- 23.1.14 Failure of the PSA/Security Provider to cause the withdrawal, replacement, decrease or increase of posting and number of guards as required by CAAP through CSIS;
- 23.1.15 Failure of the PSA/Security Provider to comply with the requirements for billing;
- 23.1.16 Failure of the PSA/Security Provider to implement the payment of wages and other legal entitlements of its security guards posted at airports/facilities under **CAAP AREA II** through Automated Teller Machine (ATM) in accordance with the contract;
- 23.1.17 Summary of Violations exceeded 10% of the total amount of the contract;
- 23.1.18 Failure of the PSA/Security Provider or its security personnel to comply with their obligations under the contract; or
- 23.1.19 Violation by the PSA/Security Provider of any of the provisions of the contract.

For this purpose, a written notice of cancellation/termination of contract by the CAAP shall be sufficient to give immediate effect to the unilateral cancellation/termination of the Contract.

- 23.2 Should the contract be cancelled or terminated, the PSA/Security Provider shall not be entitled to any right other than those which may have accrued at the time of the cancellation or termination of the contract.
- 23.3 The PSA/Security Provider shall immediately and without need of demand, and in no case later than **five (5) calendar days** from receipt of written notice of the termination of the contract, indemnify CAAP for any loss or damage it has sustained on account of any of the foregoing grounds for cancellation/termination.
- 23.4 In case of cancellation or termination of the contract under **Item 23.1** hereof, the PSA/Security Provider shall submit such quitclaims, releases or undertakings as CAAP may require.

## **Annex “A”**

# ***MANPOWER REQUIREMENTS***



## Annex “A”

### MANPOWER REQUIREMENTS

#### AOR I – CAAP MAIN OFFICE

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
A. CAAP MAIN OFFICE													
1	Detachment Commander	1	0		1	1	0	1	0	0	1	1	0
2	Shift-In-Charge	1	1		2	1	0	1	0	1	2	2	0
3	Main Lobby	1	1		2	1	0	1	1	0	2	2	0
4	Main Lobby Assist	1	0		1	1	0	1	0	0	1	1	0
5	Gate 1 ID Issuance	1	1		2	0	0	1	0	1	2	2	0
6	Gate 1 Pedestrian Inspection	1	0		1	1	1	0	1	0	1	1	0
7	Vehicle Inspection	2	1		3	1	0	1	0	0	3	3	2
8	Gate 2 - Exit Recorder	1	1		2	1	1	1	0	1	2	2	1
9	Gate 3 - Entrance/Exit	1	1		2	1	0	1	1	1	2	2	1
10	Director General's Office	1	1		2	1	0	1	0	0	2	2	0
11	Annex Building Lobby	1	1		2	1	0	1	0	0	2	2	0
12	Annex Collection/Med. Area	1	0		1	0	0	1	0	0	1	1	0
13	OFSAM Lobby	1	0		1	1	0	1	0	0	1	1	0
14	FSIS Bldg	1	1		2	1	0	1	1	0	2	2	0
15	Multi-Level Parking	1	0		1	1	0	1	0	0	1	1	0
16	ANS Technical Center/Roving	1	1		2	1	0	1	0	1	2	2	0
17	MAFC Lobby	1	1		2	1	0	1	0	1	2	2	0
18	Patrol Driver/Roving	1	1		2	1	0	1	0	1	2	2	0
TOTAL		19	12		31	16	2	17	4	7	31	31	4

#### AOR II – MANILA CONTROL TOWER

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
B. MANILA CONTROL TOWER													
1	Main Gate	1	1		2	1	1	1	1	1	2	2	2
2	MCT Lobby / Roving	1	1		2	1	0	1	1	1	2	2	0
TOTAL		2	2		4	2	1	2	2	2	4	4	2



### AOR III – CAAP HANGAR

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
C. HANGAR													
1	Hangar Lobby	1	1		2	1	0	1	1	1	2	2	0
TOTAL		1	1		2	1	0	1	1	1	2	2	0

### AOR IV – RADAR 2

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
D. RADAR 2													
1	Main Gate	2	2		4	1	1	1	1	1	4	4	1
TOTAL		2	2		4	1	1	1	1	1	4	4	1

### AOR V – RADAR STATION I

Security Post			Guard Shift			Total No. of Guards	Required Equipment							
			1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
E. RADAR STATION 1														
1	Main Gate		1	1		2	1	1	1	1	1	2	2	1
2	Roving		0	0		0	1	0	1	0	1	0	0	0
TOTAL			1	1		2	2	1	2	1	2	2	2	1

### AOR VI – CATC

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
F. CATC													
1	Shift-In-Charge	1	1		2	1	0	1	0	1	2	2	0
2	Lobby	1	1		2	1	0	1	1	0	2	2	0
3	Gate 1	1	1		2	1	0	1	1	1	2	2	1
4	Gate 2	1	1		2	1	1	1	0	1	2	2	1
5	CFR	1	1		2	1	0	1	0	1	2	2	0
6	Condo	1	1		2	0	1	1	0	1	2	2	0
TOTAL		6	6		12	5	2	6	2	5	12	12	2

### AOR VII - MANILA TRANSMITTER STATION

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
TOTAL		6	6		12	5	2	6	2	5	12	12	2
G. MANILA TRANSMITTER STATION													
1	Shift-In-Charge	1	1		2	1	0	1	0	0	2	2	0
2	Gate 1	1	1		2	1	1	1	1	1	2	2	1
3	Gate 2	1	1		2	1	0	1	0	1	2	2	0
4	Gate 3	1	1		2	1	0	1	1	1	2	2	1
TOTAL		4	4		8	4	1	4	2	3	8	8	2



### AOR VIII - NDB ROSARIO

Security Post					Guard Shift		Total No. of Guards	Required Equipment								
					1st	2nd		3rd	9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
TOTAL					6	6		12	5	2	6	2	5	12	12	2
H. NDB ROSARIO CAVITE																
1	NDB Rosario Cavite				1	1		2	0	1	1	0	1	2	2	0
TOTAL					1	1		2	0	1	1	0	1	2	2	0

### AOR IX - CAAP TAGAYTAY RADAR

Security Post					Guard Shift		Total No. of Guards	Required Equipment								
					1st	2nd		3rd	9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
TOTAL					6	6		12	5	2	6	2	5	12	12	2
I. CAAP TAGAYTAY RADAR																
1	Shift-In-Charge				1	0		1	1	0	1	0	0	1	1	0
2	Main Gate				1	0		1	1	1	1	1	1	1	1	2
3	Transmitter				1	0		1	1	0	1	0	1	1	1	0
4	Receiver				1	0		1	1	0	1	0	1	1	1	0
5	Extension Receiver Site				1	0		1	1	0	1	0	1	1	1	0
TOTAL					5	0		5	5	1	5	1	4	5	5	2

### AOR X - MANILA ATMC

Security Post		Guard Shift			Total No. of Guards	Required Equipment							
		1st	2nd	3rd		9 MM	12 GA	HHR	HHMD	HHSL	RV	RG	UVIM
TOTAL		6	6		12	5	2	6	2	5	12	12	2
J. MANILA AIR TRAFFIC MANAGEMENT CENTER													
1	CNS/ATM Main Gate	1	1	1	3	1	0	1	1	1	3	3	1
2	CNS Lobby	1	1	1	3	0	0	1	0	0	3	3	0
3	CNS/ATM Roving	1	1	1	3	1	0	1	0	1	3	3	0
TOTAL		3	3	3	9	2	0	3	1	2	9	9	1

## **Annex “B”**

# ***SUPPLIES AND REQUIRED EQUIPMENT***

## Annex “B”

### **SUPPLIES AND REQUIRED EQUIPMENT**

To be delivered within Seven (7) Calendar days prior to the effectivity of the Contract at the CAAP AREA II or Project Sites:

Description	CAAP MAIN OFFICE										TOTAL	Delivered, Weeks/Months
	CMO	MCT	CH	RADAR 2	RADAR 1	CATC	MTS	NDB	TAGAYTAY	MANILA ATMC		
1. FIREARMS												
a. Pistol, Cal 9mm w/ extra magazine (7 Rounds/FA)	16	2	1	1	2	5	4	0	5	2	38	Seven (7) Calendar Days prior to Date of Guard Posting
b. Shotgun, 12GA (18 Rounds/FA)	2	1	0	1	1	2	1	1	1	0	10	-do-
2. TRANSPORT VEHICLES												
a. AUV Type Patrol Vehicle with Security Agency's Markings	1	0	0	0	0	0	0	0	0	0	1	-do-
b. Motorcycle	1	0	0	0	0	1	1	0	1	0	4	-do-
3. COMMUNICATION EQUIPMENT												
a. Radio Base with UPS	1	1	1	1	1	1	1	1	1	0	9	-do-
b. Handheld Radio with reserve battery packs	17	2	1	1	2	6	4	1	5	3	42	-do-
c. Cellular Phone (Post Paid)	1	1	1	1	1	1	1	1	1	0	9	-do-
4. OTHER SECURITY EQUIPMENT												
a. Desktop Computer with Printer	1	0	0	0	0	1	1	0	1	0	4	-do-
b. Handheld Metal Detector	4	2	1	1	1	2	2	0	1	1	15	-do-
c. Digital Camera	1	1	1	1	1	1	1	1	1	1	10	-do-
d. Search Light/Spot Light	7	2	1	1	2	5	3	1	4	2	28	-do-
e. Megaphone	1	1	1	1	1	1	1	1	1	1	10	-do-
f. Under vehicle chasis inspection mirror	4	2	0	1	1	2	2	0	2	1	15	-do-
g. ReflectORIZED Traffic Vest	31	4	2	4	2	12	8	2	5	9	79	-do-
h. ReflectORIZED Traffic Gloves	31	4	2	4	2	12	8	2	5	9	79	-do-
i. Medical Pouch	31	4	2	4	2	12	8	2	5	9	79	-do-
j. Flash Lights	31	4	2	4	2	12	8	2	5	9	79	-do-
k. Baton	31	4	2	4	2	12	8	2	5	9	79	-do-
l. Handcuff	31	4	2	4	2	12	8	2	5	9	79	-do-
m. Raingear	31	4	2	4	2	12	8	2	5	9	79	-do-
n. Heavy Duty Rubber Boots	31	4	2	4	2	12	8	2	5	9	79	-do-
p. Bundy Clock/Finger Scan Time Attendance	1	1	1	1	1	1	1	1	1	0	9	-do-
q. Logbook, 300 pages (w/Nos.)	138	12	12	12	12	24	12	6	24	8	260	-do-
t. Canine Dog											0	As need arises
5. INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS												
- Class "A" Uniform (long sleeve with neck tie) & Paraphernalia's									2 sets	Must be available upon posting.		
- Class "B" Uniform (Company Tshirt )									1 set	Must be available upon posting.		
- Rain coat									1 pc.	Must be available upon posting.		
- Rain Boots									1 pair	Must be available upon posting.		
- Medicine/First Aid Kit									1 pouch	Must be available upon posting.		
- Handcuffs									1 pc.	Must be available upon posting.		
- Flashlight									1 pc.	Must be available upon posting.		
- Nightstick/Baton									1 pc.	Must be available upon posting.		
- PPE									1 Pc.	Must be available upon posting.		
- Whistle									1 pc.	Must be available upon posting.		



# **Annex “C”**

## ***CSIS TRAC PSA PERFORMANCE EVALUATION RATING ASSESSMENT FORM***





## Annex “C”

### CAAP SECURITY & INTELLIGENCE SERVICE TECHNICAL REVIEW & ASSESSMENT COMPLIANCE (TRAC) PSA Performance Evaluation Rating Assessment Form

Control No.: \_\_\_\_\_

**Private Security Provider** : \_\_\_\_\_  
**Airport/Facility** : \_\_\_\_\_  
**Date of Inspection** : \_\_\_\_\_  
**Inspection Period** : \_\_\_\_\_  
(Starting from last date of inspection to present)

#### I. INSTRUCTIONS TO INSPECTORS:

- Rate each Performance Factor (PF) based on the listed ratings on the Performance Matrix in accordance with the Security Services Contract and Terms of Reference (TOR);
- Select the performance rating that most accurately describes the performance of each factor and write down the percentage on the space provided;
- Attach reports, pictures and other pertinent documents to support your rating;
- Ensure that all of the Performance Factors are rated, with supporting documents and properly labeled;
- Ensure that PSA Evaluation and Assessment Form are signed by the assigned Inspectors, CSIS Area/Station Supervisor, PSA Representative/Coordinator, Detachment Commander and Area/Airport Manager/Airport OIC/FIC;
- Compute the average percentage of the Performance Factors by getting the sum of PF A1-A6 and B1-B3 divided by 9;
- Rating equivalent shall be based on the computed average percentage and percentage matrix provided and results shall reflect on the Quarterly Performance Rating of the Service Provider;
- Attach as Annex A & B the PSA Contract for Security Services & Terms of Reference respectively.

#### II. PERFORMANCE FACTORS:

##### A. Contract Administration

1. **Private Security Agency (PSA)/Security Provider have a current and regular License to Operate (LTO), as Private Security Agency issued by Philippine National Police, Supervisory Office for Security Investigation Agency (PNP-SOSIA).**

Performance Matrix:

100%	Presented the valid regular LTO/Certification of Under process of LTO with date officially receipt by SOSIA on processing and <u><b>must be before</b></u> the date of LTO expiration
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80%	Presented a Certification of Under process of LTO with date officially receipt by SOSIA on processing and <b><i>that is on or after</i></b> the date of LTO expiration
50%	was not able to present a regular LTO or Certification of Under process of LTO from SOSIA upon inspection

Comment/Recommendations:

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Performance Rating Percentage:

*Note: Label attachment as Annex C*

- i. **PSA License to Operate/Certification of Underprocess**

2. **Established a Liaison Office near airports/facilities of CAAP Area Center, complete with consumable office supplies and manned by office clerk/personnel at company expense;**

Performance Matrix:

100%	<ul style="list-style-type: none"> <li>▪ with office</li> <li>▪ manned by office clerk at company's expense</li> <li>▪ with consumable office supplies</li> <li>▪ located near the Area Center</li> </ul>
95%	<ul style="list-style-type: none"> <li>▪ with office</li> <li>▪ manned by office clerk at company's expense</li> <li>▪ with consumable office supplies</li> <li>▪ located more than five (5) kilometers from the Area Center</li> </ul>
90%	<ul style="list-style-type: none"> <li>▪ with office</li> <li>▪ manned by office clerk at company's expense</li> <li>▪ but <b><i>with some</i></b> consumable office supplies</li> </ul>
85%	<ul style="list-style-type: none"> <li>▪ with office</li> <li>▪ manned by office clerk at company's expense</li> <li>▪ but <b><i>without</i></b> consumable office supplies</li> </ul>
80%	<ul style="list-style-type: none"> <li>▪ with office</li> <li>▪ <b><i>without</i></b> office clerk at company's expense</li> <li>▪ <b><i>without</i></b> consumable office supplies</li> </ul>
50%	<ul style="list-style-type: none"> <li>▪ <b><i>without</i></b> office</li> </ul>

Comments/Recommendations:

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Performance Percentage Rating:

*Note: Label attachment as Annex D*

- i. **Location Map of PSA Office**
- ii. **Photos of PSA Office and consumable supplies**
- iii. **Certificate of Employment of office clerk**

3. **Provides for an Area Security Coordinator/Supervisor at company expense for effective administrative support, management, supervision, coordination and control of security personnel.**

Performance Matrix:

100%	Complied, provided an Area Security Coordinator/Supervisor at company expense during the period of inspection
80%	Partially Complied, provided an Area Security Coordinator/Supervisor but have reports that he/she is not available or not present during meetings when required by CSIS or Airport Management during the period of inspection
50%	Not Complied, did not provide any Area Security Coordinator/Supervisor at company expense during the period of inspection

Comments/Recommendations:

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Performance Percentage Rating:

*Note: Label attachment as Annex E*

- i. *Certificate of Employment certifying individual as PSA Coordinator*
- ii. *Attendance record of PSA Coordinator*

4. **Submit 201 files of deployed security guards/officers/supervisors including copies of security licenses, certificate of completed trainings, NBI/PNP/Barangay Clearances, and Psychoneurotic and Drug Tests for review or record examination and acceptance or denial shall be determined by the CSIS;**

Performance Matrix:

100%	Complied without any deficiencies in the submission of 201 files and required attachments
95%	Complied but with minor deficiencies, submitted complete 201 files but not more than 5% of the security guards/officers have incomplete attachments
90%	Complied but with deficiencies, submitted complete 201 files but more than 5% but less than 10% of the security guards/officers have incomplete attachments
85%	Complied but with major deficiencies, submitted complete 201 files but more than 10% of the security guards/officers have incomplete attachments
80%	Partially Complied, submitted complete 201 files but more than 10% have incomplete attachment
50%	Not complied <ul style="list-style-type: none"> <li>▪ submitted incomplete 201 files and its attachments</li> <li>▪ submitted attachments are discovered expired or fake</li> </ul>

Comments/Recommendations:

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Performance Percentage Rating:

*Note: Label attachment as Annex F*

- i. *Table summary of list of guards indicating required attachment preferably encoded in Excel Spreadsheet*
- ii. *Photocopy of 201 files including its attachments*



**5. Provide all required firearms, ammunition, mobility, communication equipment, supplies and other related items in the fulfilment of the obligations under the Contract and TOR;**

Performance Matrix:

100%	<ul style="list-style-type: none"> <li>provided all necessary equipment under the Contract and TOR</li> </ul>
95%	<ul style="list-style-type: none"> <li>provided all required firearms, ammunition, mobility, communication equipment and other related items and are with the required specifications</li> <li>but not all supplies such as logbooks, reflectorized vests/gloves were presented during inspection</li> </ul>
90%	<ul style="list-style-type: none"> <li>provided all required firearms, ammunition, mobility, communication equipment and are with the required specifications</li> <li>but not all supplies and other related items such as heavy-duty flashlights, Megaphone were presented during inspection</li> </ul>
85%	<ul style="list-style-type: none"> <li>provided all firearms, ammunition, mobility, communication equipment</li> <li>but not all supplies and other related items such as under vehicle inspection mirror were presented during inspection</li> </ul>
80%	<ul style="list-style-type: none"> <li>provided all firearms, mobility, communication equipment, supplies and other related items</li> <li>but some firearms, mobility, communication equipment are unserviceable</li> <li>not all supplies and other related items such as ammunition, digital cameras, Computer with Printer, HHMD were presented during inspection</li> </ul>
50%	<ul style="list-style-type: none"> <li>presented required firearms but failed to present firearm license and DDO</li> <li>was not able to/failed to present required number of firearms, ammunition, mobility, communication under the Contract and TOR</li> <li>provided firearms, mobility, communication equipment, supplies and other related items that are not compliant to required specifications</li> </ul>

Comments/Recommendations:

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Performance Percentage Rating:

*Note: Label attachment as Annex G*

- i. *Actual Inventory of Equipment encoded on to Excel Spreadsheet signed by the PSA Area Coordinator, Area Airport CSIS Station Supervisor, Area/Airport Manager and CSIS Inspection Team Leader.*
  - ii. *Actual photos during the inventory of equipment*
- 6. Pay its security guards not less than the rates specified in the PSA's submitted Financial Proposal, ensures on-time payment (at least once every two (2) weeks or twice a month at intervals not exceeding sixteen (16) days ) of salaries to its security personnel, wages shall be made through Automated Teller Machines (ATMs), and regularly provides each security personnel copies of official Pay Slip every period indicating the summary of their salaries, allowances, bonuses and remittances to SSS, Pag-Ibig, PhilHelath and other authorized deductions.**

Performance Matrix:

100%	<ul style="list-style-type: none"> <li>All Security guards/officers wages are not less than the rates specified in the PSA's submitted Financial Proposal</li> <li>All Security guards/officers wages are ON-TIME</li> <li>All security guard/officers' are provided with official Pay Slips every period</li> <li>All security guard/officer's wages are through ATM's</li> </ul>
95%	<ul style="list-style-type: none"> <li>All Security guards/officer's wages are not less than the rates specified in the PSA's submitted Financial Proposal</li> <li>All Security guards/officer's wages are ON-TIME</li> </ul>

	<ul style="list-style-type: none"> <li>▪ All security guard/officers' are provided with official Pay Slips every period</li> <li>▪ Not more than 5% of the security guard/officer's wages are not through ATM's</li> </ul>
90%	<ul style="list-style-type: none"> <li>▪ Security guards/officer's wages are not less than the rates specified in the PSA's submitted Financial Proposal</li> <li>▪ Security guards/officer's wages are ON-TIME</li> <li>▪ All security guard/officers' are provided with official Pay Slips every period</li> <li>▪ More than 5% of the security guard/officer's wages are not through ATM's</li> </ul>
85%	<ul style="list-style-type: none"> <li>▪ Security guards/officer's wages are not less than the rates specified in the PSA's submitted Financial Proposal</li> <li>▪ All security guard/officers' are provided with official Pay Slips every period</li> <li>▪ One (1) report during the inspection period on Security guards/officer's wages are not on time ON-TIME</li> <li>▪ More than 5% of the security guard/officer's wages are not through ATM's</li> </ul>
80%	<ul style="list-style-type: none"> <li>▪ Security guards/officer's wages are not less than the rates specified in the PSA's submitted Financial Proposal</li> <li>▪ All security guard/officers' are provided with official Pay Slips every period</li> <li>▪ More than one (1) and less than three (3) reports during the inspection period on Security guards/officer's wages are not on time ON-TIME</li> <li>▪ More than 5% of the security guard/officer's wages are not through ATM's</li> </ul>
50%	<ul style="list-style-type: none"> <li>▪ Security guards/officers' wages <i>are less than</i> the rates specified in the PSA's submitted Financial Proposal</li> <li>▪ Security guard/officers' <i>are not</i> provided with official Pay Slips every period</li> <li>▪ More than three (3) reports during the inspection period on Security guards/officer's wages are not on time ON-TIME</li> <li>▪ More than 5% of the security guard/officer's wages are not through ATM's</li> </ul>

Comments/Recommendations:

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Performance Percentage Rating:

*Note: Label attachment as Annex H*

- i. *DOLE Wage Order on respective areas*
- ii. *PSA submitted financial proposal*
- iii. *Reports on PSA for not providing Official Pay Slips, if any*
- iv. *Reports on PSA for not providing guard's wages On-Time, if any*
- v. *Reports on PSA for not providing guard's wages through ATMs, if any*

## B. Management and Supervision

### 1. Provide airports and facilities with the required number of Security Guards and Security Officers who are qualified and AVSEC trained;

Performance Matrix:

100%	<ul style="list-style-type: none"> <li>▪ required number of security guards/officers are provided</li> <li>▪ all security guards/officers provided are all qualified based on qualification standards of security guards/officers</li> <li>▪ security guards/officers are all AVSEC trained by CSIS Mobile Training Team</li> </ul>
95%	<ul style="list-style-type: none"> <li>▪ required number of security guards/officers are provided</li> <li>▪ all security guards/officers provided are all qualified based on qualification standards of security guards/officers</li> <li>▪ <i>some (not more than 5)</i> security guards/officers are not AVSEC trained by CSIS Mobile Training Team</li> </ul>
90%	<ul style="list-style-type: none"> <li>▪ required number of security guards/officers are provided</li> </ul>



	<ul style="list-style-type: none"> <li>▪ <i>some (not more than 5)</i> of the security guards/officers provided are not qualified based on qualification standards of security guards/officers</li> <li>▪ security guards/officers are all AVSEC trained by CSIS Mobile Training Team</li> </ul>
85%	<ul style="list-style-type: none"> <li>▪ required number of security guards/officers are provided</li> <li>▪ <i>some (not more than 5)</i> security guards/officers provided are not qualified based on qualification standards of security guards/officers</li> <li>▪ <i>some (not more than 5)</i> security guards/officers are not AVSEC trained by CSIS Mobile Training Team</li> </ul>
80%	Partially Complied <ul style="list-style-type: none"> <li>▪ required number of security guards/officers are provided</li> <li>▪ <i>more than 5</i> security guards/officers provided are not qualified based on qualification standards of security guards/officers</li> <li>▪ <i>more than 5</i> security guards/officers are not AVSEC trained by CSIS Mobile Training Team</li> </ul>
50%	Not Complied <ul style="list-style-type: none"> <li>▪ required number of security guards/officers are not provided but can provide for the required daily manhours through overtime</li> <li>▪ <i>more than 5</i> security guards/officers provided are not qualified based on qualification standards of security guards/officers</li> <li>▪ <i>more than 5</i> security guards/officers are not AVSEC trained by CSIS Mobile Training Team</li> </ul>

Comments/Recommendations:

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Performance Percentage Rating:

*Note: Label attachment as Annex I*

- i. *Qualification standards of security guards and officers based on the TOR*
- ii. *actual list of PSA security guards and its qualification and training certificates encoded in an Excel Spreadsheet*
- iii. *Copies of Avsec Training Certificates and/or copy of Masterlist of Avsec Training Attendance Certificate*

**2. PSA to assume full responsibility for the proper conduct and efficient performance of its security personnel in the discharge of their duties and responsibilities such as but not limited to;**

- a. Abandonment of Post;
- b. Unauthorized disclosure of confidential information/document of CAAP by the PSA or anybody among the deployed Security Guards;
- c. Posted Security Guards that are found intoxicated with alcoholic beverages, under the influence of prohibited drugs while on duty or tested positive during random testing;
- d. Security guard indiscriminate firing/accidental firing of firearms;
- e. Guards performing duty for more than eight (8)/twelve (12) hours (depending on contract);
- f. Failure of the security guard to report to duty without prior notice;
- g. Failure of posted security guard to carry his security license while on duty;
- h. Posted security guards observed playing with his firearm or allowed others to play or tinker with his firearm;
- i. Security guard apprehended for alarm and scandal or disorderly conduct within the premises of CAAP, ON or OFF duty;
- j. Security guard engaging in mulcting or extortion activities;
- k. Manifested or displayed discourteous or rude manner of failure to render appropriate respect or courtesy to CAAP officials, employees or visitors;

- l. Security guard found sleeping ON Duty.
- m. Security Guard not recording his/her daily attendance on time record equipment;
- n. Other offences and violations stated in Annex A *Table of Offences/Violations and Penalties* of the TOR.

Performance Matrix:

100%	<ul style="list-style-type: none"> <li>▪ No reported incidents during the inspection period</li> </ul>
95%	<ul style="list-style-type: none"> <li>▪ One (1) report received during the inspection period on violations (e), (f), (m) &amp; (n)</li> </ul>
90%	<ul style="list-style-type: none"> <li>▪ One (1) report received during inspection period on violations (g) &amp; (k).;</li> <li>▪ More than one (1) but not more than (3) reports received during the inspection period on violations (e), (f), (m) &amp; (n)</li> </ul>
85%	<ul style="list-style-type: none"> <li>▪ One (1) report received during inspection period on violations (h)&amp; (l).;</li> <li>▪ More than one (1) but not more than three (3) reports received during the inspection period on violations (g) &amp; (k).;</li> <li>▪ More than three (3) but not more than five (5) reports received during the inspection period on violations (e), (f), (m) &amp; (n)</li> </ul>
80%	<ul style="list-style-type: none"> <li>▪ One (1) report received during inspection period on violations (a) &amp; (c).;</li> <li>▪ More than one (1) report but not more than three (3) reports received during the inspection period on violations (h) &amp; (l).;</li> <li>▪ More than three (3) but not more than five (5) reports received during the inspection period on violations (g) &amp; (k).;</li> <li>▪ More than five (5) but not more than seven (7) reports received during the inspection period on violations (e), (f), (m) &amp; (n)</li> </ul>
50%	<ul style="list-style-type: none"> <li>▪ One (1) report received during inspection period on violations (b), (d), (i) &amp; (j).;</li> <li>▪ More than one (1) report but not more than three (3) reports received during the inspection period on violations (a) &amp; (c).;</li> <li>▪ More than three (3) reports but not more than five (5) reports received during the inspection period on violations (h) &amp; (l).;</li> <li>▪ More than five (5) but not more than seven (7) reports received during the inspection period on violations (g) &amp; (k).;</li> <li>▪ More than seven (7) reports received during the inspection period on violations (e), (f), (m) &amp; (n)</li> </ul>

Comments/Recommendations:

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Performance Percentage Rating:

**Note: Label attachment as Annex J**

- i. *Photocopy of reported/logged incidents/violations of PSA guards in the discharge of their duties and responsibilities, if any*

3. **Implement and enforce all applicable CAAP rules and regulations, SOP's and other issuances relative to the maintenance of safety and security within the scope of work of the contracted PSA Provider such as but not limited to:**





Performance Matrix:

100%	<ul style="list-style-type: none"> <li>No reported incidents of security guards violating CAAP rules and regulations on safety and security</li> <li>No reported incidents on PSA/security guards not implementing CAAP rules and regulations, SOP's and other issuances</li> </ul>
95%	<ul style="list-style-type: none"> <li>No reported incidents of security guards violating CAAP rules and regulations on safety and security</li> <li>One (1) reported incident on PSA/security guards not implementing CAAP rules and regulations, SOP's and other issuances and caused minor issues such as loss due to negligence</li> </ul>
90%	<ul style="list-style-type: none"> <li>No reported incidents of security guards violating CAAP rules and regulations on safety and security</li> <li>More than one (1) but not more than three (3) reported incident on PSA/security guards not implementing CAAP rules and regulations, SOP's and other issuances and caused minor issues such as loss to CAAP property due to negligence</li> </ul>
85%	<ul style="list-style-type: none"> <li>No reported incidents of security guards violating CAAP rules and regulations on safety and security</li> <li>One (1) reported incident on PSA/security guard's negligence which caused issues such as damage to CAAP property</li> <li>More than three (3) but not more than five (5) reported incident on PSA/security guards not implementing CAAP rules and regulations, SOP's and other issuances and caused minor issues such as loss to CAAP property due to negligence</li> </ul>
80%	<ul style="list-style-type: none"> <li>One (1) reported incidents wherein PSA/security guards violating CAAP rules and regulations on safety and security</li> <li>More than one (1) but not more than three (3) reported incident on PSA/security guard's negligence which caused issues such as damage to CAAP property</li> <li>More than five (5) but not more than seven (7) reported incident on PSA/security guards not implementing CAAP rules and regulations, SOP's and other issuances and caused minor issues such as loss to CAAP property due to negligence</li> </ul>
50%	<ul style="list-style-type: none"> <li>One (1) report on any loss or damage that may be suffered by the airports/facilities due to PSA's/security guards willful act or negligence or violation of Contract, or due to willful act or negligence/carelessness of its security guards and supervisors in the performance of their duties.</li> <li>More than one (1) reported incidents wherein PSA/security guards violating CAAP rules and regulations on safety and security</li> <li>More than three (3) but not more than five (5) reported incident on PSA/security guard's negligence which caused issues such as damage to CAAP property</li> <li>More than five (5) but not more than seven (7) reported incident on PSA/security guards not implementing CAAP rules and regulations, SOP's and other issuances and caused minor issues such as loss to CAAP property due to negligence</li> </ul>

Comments/Recommendations:

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Performance Percentage Rating:

*Note: Label attachment as Annex K*

- i. *Photocopy of reported/logged incidents/violations of PSA guards in the performance of their duties and responsibilities which caused damage and/or loss to the Authority, if any*

### III. PERFORMANCE PERCENTAGE & RATING EQUIVALENT:





### Percentage Matrix

<u>RATING</u>	<u>PERCENTAGE</u>
Outstanding	96% to 100%
Excellent	91% to 95%
Very Satisfactory	86% to 90%
Satisfactory	80% to 85%
Unsatisfactory	

### COMPUTED RESULTS OF EVALUATION & ASSESSMENT:

<b>Averaged Percentage:</b>	<b>Equivalent Rating:</b>

For information and reference.

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Prepared by:

_____ <b>Inspector</b>	_____ <b>Inspector</b>	_____ <b>Team Leader/Inspector</b>
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Attested by:

_____ <b>Detachment Commander/PSA Coordinator</b>	_____ <b>PSA Representative</b>	_____ <b>CSIS Area/Station Supervisor</b>
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Noted by:

_____ <b>Airport/Facility Manager/OIC</b>	_____ <b>Chief, Security Division</b>	_____ <b>Assistant Director General II, CSIS</b>
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This is to acknowledge the above-stated observations of the CSIS to examine and evaluate diligent compliance to the Terms of Reference of the signed Security Services Agreement between Civil Aviation Authority of the Philippines ("CAAP") and \_\_\_\_\_ for CY \_\_\_\_\_ to \_\_\_\_\_.

I affixed my signature as witness to the Inspection conducted, representing \_\_\_\_\_ by virtue of my job employment as \_\_\_\_\_ and further obligating myself to officially inform the corporate management of \_\_\_\_\_ of the result of the aforesaid Inspection. Signed this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_.



## **Annex “D”**

# ***TABLE OF OFFENSES / VIOLATIONS AND PENALTIES***



## Annex “D”

### **TABLE OF OFFENSES/VIOLATIONS AND PENALTIES**

**TO BE IMPOSED FOR OFFENSES OR VIOLATIONS OF RULES COMMITTED BY THE PRIVATE SECURITY AGENCY (PSA)/SECURITY PROVIDER IN THE CONTRACT WITH THE CAAP.**

***A. CAAP shall impose on PSA/Security Provider penalties for offenses or violations as listed below:***

<b>PSA OFFENSES</b>	<b>PENALTY</b>
1. Abandonment of Post (Leaving post without properly relieved)	Per each report, deduct from the billing of <b>Php50,000.00</b> and termination of the guard's service upon receipt of the written notice from the CAAP.
2. Unauthorized disclosure of confidential information/document of CAAP by the PSA or anybody among the deployed Security Guard.	Subject to investigation findings, deduct from the billing of <b>Php50,000.00</b> and termination of the guard's service upon receipt of the written notice from the CAAP.
3. Posted Security Guard found drunk, drinking intoxicated liquor or found under the influence of prohibited drugs while ON Duty.	Per each report, deduct from the billing of <b>Php50,000.00</b> and termination of the guard's service upon receipt of the written notice from the CAAP.
4. Security Guard firing or fired his firearms indiscriminately.	Deduct from the billing of <b>Php50,000.00</b> and termination of the guard's service upon receipt of the written notice from the CAAP.
5. Guard performing duty for more than twelve (12) hours.	Deduct from the billing of <b>Php5,000.00</b> per violation.
6. Failure of the Security Guard to report to duty without prior notice.	Deduct from the billing of <b>Php10,000.00</b> per incident.
7. Failure of the posted Security Guard to carry his license to exercise his profession as Private Security Guard.	Deduct from the billing of <b>Php50,000.00</b> per incident.
8. Posted Security Guard observed playing with his service firearm or allowed others to play or tinker with his firearm.	Deduct from the billing of <b>Php50,000.00</b> and termination of the guard's service upon receipt of the written notice from the CAAP.
9. Security Guard apprehended for alarm scandal or disorderly conduct within the premises of CAAP, ON or OFF Duty.	Deduct from the billing of <b>Php50,000.00</b> and termination of the guard's service upon receipt of the written notice from the CAAP.



10. Security Guard engaging in mulcting or extortion activities.	Deduct from the billing of <b>Php50,000.00</b> and termination of the guard's service upon receipt of the written notice from the CAAP.
11. Manifested dishonesty, display of discourteous or rude manner or failure to render appropriate respect or courtesy to CAAP's officials and employees or visitors.	Deduct from the billing of <b>Php10,000.00</b> and termination of the guard's service upon receipt of the written notice from the CAAP.
12. Security Guard found Sleeping ON Duty.	Deduct from the billing of <b>Php10,000.00</b> and termination of the guard's service upon receipt of the written notice from the CAAP.

***B. CAAP shall impose on PSA/Security Provider penalties for committing violations of the Contract, as follows:***

<b>PSA VIOLATIONS</b>	<b>PENALTY</b>
1. If failed to provide the required service vehicle as per contract.	Deduct from the billing of <b>Php5,000.00</b> per vehicle per day.
2. Failed to provide fuel allocation 50% of fuel Tank Capacity for PSA service vehicle.	Deduct from the billing of <b>Php5,000.00</b> per day.
3. Its service vehicle is unserviceable.	Deduct from the billing of <b>Php5,000.00</b> per vehicle per day.
4. It provided a service vehicle but not in accordance with the contract.	Deduct from the billing of <b>Php1,000.00</b> per vehicle per day.
5. It failed to issue firearm to posted guard.	Deduct from the billing of <b>Php5,000.00</b> per post per day.
6. It issued firearm without license.	Deduct from the billing of <b>Php10,000.00</b> per firearm without license per day.
7. It issued firearm of lower calibre than per required under the contract.	Deduct from the billing of <b>Php10,000.00</b> per firearm per day.
8. It issued a defective firearm to posted guard.	Deduct from the billing of <b>Php5,000.00</b> per firearm per day.
9. It issued a firearm to a posted guard not owned or licensed in the name of the PSA.	Deduct from the billing of <b>Php5,000.00</b> per firearm per day.
10. It issued a firearm to a posted guard not included in the TIAC Inspection.	Deduct from the billing of <b>Php5,000.00</b> per firearm per day.
11. It had not issued extra magazine or holder for extra ammunition.	Deduct from the billing of <b>Php500.00</b> per magazine per day.
12. It had issued ammunitions short of the requirements as per contract or had issued reloaded ammunition.	Deduct from the billing of <b>Php500.00</b> per ammunition per day.
13. Its radio/communication equipment is defective or unserviceable.	Deduct from the billing of <b>Php500.00</b> per radio equipment per day.
14. It failed to provide the required number of radios or communication equipment as required under the contract.	Deduct from the billing of <b>Php1,000.00</b> per radio/communication equipment per day.

15. It posted guard(s) that are not qualified as per contract.	Deduct from the billing of <b>Php5,000.00</b> per day per guard and removed of the guard from any detail upon receipt of CAAP's notice.
16. It failed to issue the required equipment under the contract (e.g. handheld metal detector, under vehicle inspection mirror, handheld search light, digital camera etc.) or has issued but unserviceable.	Deduct from the billing of <b>Php500.00</b> each lacking or unserviceable equipment per day.
17. Failed to provide PSA guard pay slip.	Deduct from the billing of <b>Php5,000.00</b> per guard.
18. Failed to submit Billing with required documents based on SCC GCC Clause 2.2. on or before 10 <sup>th</sup> day of the next billing month.	Deduct from the billing of <b>Php5,000.00</b> non-submission of documents per day.

**C. MISCELLANEOUS – The following violations or deficiencies shall be penalized with deductions from billings, as follows:**

- 1<sup>st</sup> Offense* - *Php250.00*
- 2<sup>nd</sup> Offense* - *Php500.00*
- 3<sup>rd</sup> Offense* - *Php1,000.00*
- 4<sup>th</sup> Offense* - *Termination of service of the guard*

1. *Smoking while ON Duty;*
  2. *Reading newspaper, comics, and other unofficial reading materials while ON Duty;*
  3. *Using of mobile phone while on duty.*
  4. *Sporting the non-regulation haircut, beard/moustache or not in proper uniform while ON Duty;*
  5. *Engaging in prolonged or unnecessary conversation over the telephone or with visitors/employees while ON Duty;*
  6. *Security Guard without whistle and flashlight while on night duty and raincoat/umbrella during bad weather conditions;*
  7. *Late reporting to formation prior to posting; and*
  8. *Non-submission every morning to CSIS the Shift Guard Detailed Mounting Report of all incidents of loss, injury or damage to life and property, involving the CAAP's property and personnel, that occurred during the previous day.*
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