

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF TECHNOLOGY- INFUSED SECURITY SERVICES IN THE CAGAYAN SPECIAL ECONOMIC ZONE AND FREEPORT

Government of the Republic of the Philippines

Cagayan Economic Zone Authority

June 2022

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 note 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.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of 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 THE PROCUREMENT OF TECHNOLOGY-INFUSED SECURITY SERVICES IN THE CAGAYAN SPECIAL ECONOMIC ZONE AND FREEPORT

1. The *Cagayan Economic Zone Authority (CEZA)* through the *Corporate Operating Budget CY 2022* intends to apply the sum of **Thirty-Four Million Eight Hundred Nine Thousand Six Hundred Forty-Three Pesos and 20/100 (Php 34,809,643.20) annually or a total ABC for three (3) years of One Hundred Four Million Four Hundred Twenty-Eight Thousand Nine Hundred Twenty-Nine Pesos and 60/100 (Php 104,428,929.60)**, being the ABC to payments under the contract for the Procurement of Technology-infused Security Services in the Cagayan Special Economic Zone and Freeport with Identification number *CEZA_PG_06-02-2022*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. CEZA now invites bids for the procurement of the Technology-Infused Security Services in the Cagayan Special Economic Zone and Freeport for Three (3) Years. Delivery of Goods and Services is required for three (3) years which shall commence within thirty (30) calendar days after receipt of the Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.
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.

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.

4. Prospective Bidders may obtain further information from Office of the Cagayan Economic Zone Authority and inspect the Bidding Documents at the address given below from Monday to Friday, 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 09, 2022 to June 29, 2022, 8:00 A.M. to 5:00 P.M.** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand and 0/100 Pesos (P 50,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees that shall be presented in person, by facsimile, or through electronic means.
6. CEZA will hold a **Pre-Bid Conference on June 17, 2022, 10:00 AM at CEZA BAC Room, 10/F Greenfield Tower, Mayflower cor. Williams Sts., Greenfield District,**

Brgy. Highway Hills, Mandaluyong City, Metro Manila, which shall be open to prospective bidders. All prospective bidders are advised to join the Pre-Bid conference via Zoom. The Zoom link will be posted on CEZA website before 10:00 AM of June 17, 2022.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 5:00 PM, June 29, 2022. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on June 30, 2022 at 10:00 AM, CEZA BAC Room, 10F Greenfield Tower, Mayflower cor. Williams Sts., Greenfield District, Brgy. Highway Hills, Mandaluyong City, Metro Manila. Bids will be opened in the presence of the bidders' representatives via Zoom or in the presence of the bidders' representatives who choose to attend the activity.
10. CEZA 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.
11. For further information, please refer to:

*The BAC SECRETARIAT
CEZA Mandaluyong Office
10th Floor, Greenfield Tower, Mayflower St. cor. Williams Sts.,
Greenfield District, Brgy. Highway Hills, Mandaluyong City
Tel Nos. (+632) 8291-6704 to 08 Loc. 341 or 491
bacsecretariat@ceza.gov.ph*

12. You may visit the following websites:

For downloading of Bidding Documents: *www.ceza.gov.ph* or *www.philgeps.gov.ph*

June 08, 2022

(Sgd.) **DHART E. CARPIO**
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Cagayan Economic Zone Authority (CEZA)* wishes to receive Bids for the Procurement of Technology-infused Security Services in the Cagayan Special Economic Zone and Freeport with Identification number **CEZA_PG_06-02-2022**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of Procurement of Technology-infused Security Services in the Cagayan Special Economic Zone and Freeport, 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 Corporate Operating Budget CY 2022 in the amount of **Thirty-Four Million Eight Hundred Nine Thousand Six Hundred Forty-Three Pesos and 20/100 (Php 34,809,643.20) annually or a total ABC for three (3) years of One Hundred Four Million Four Hundred Twenty-Eight Thousand Nine Hundred Twenty-Nine Pesos and 60/100 (Php 104,428,929.60)**.

2.2. The source of funding is:

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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

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.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary

requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **June 17, 2022, 10:00 AM** and at the CEZA Mandaluyong Office, 10th Floor, Greenfield Tower, Mayflower St. cor. Williams St., Greenfield District, Mandaluyong City and/or through Zoom 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 five (5) 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:

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 **October 28, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit three (3) copies 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.

¹ 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.

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 may be. 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:

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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}*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 **BDS**.

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 incorporated.

Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Interpreted as completing a contract of security service using technology such as provision or installation of surveillance equipment, etc. aside from security personnel and K-9.</p> <p style="margin-left: 40px;">b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>								
7.1	None								
12	The price of the Goods shall be quoted DDP Santa Ana, Cagayan, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than Two Million Eighty-Eight Thousand Five Hundred Seventy-Eight and 59/100 Pesos (₱ 2,088,578.59), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than Five Million Two Hundred Twenty-One Thousand Four Hundred Forty-Six and 48/100 Pesos (₱ 5,221,446.48), if bid security is in Surety Bond.</p>								
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Unit of Measure</th> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Lot</td> <td style="text-align: center;">Technology-Infused Security Services in the Cagayan Special Economic Zone and Freeport</td> <td style="text-align: center;">₱ 104,428,929.60</td> </tr> </tbody> </table>	Quantity	Unit of Measure	Particulars	ABC	1	Lot	Technology-Infused Security Services in the Cagayan Special Economic Zone and Freeport	₱ 104,428,929.60
Quantity	Unit of Measure	Particulars	ABC						
1	Lot	Technology-Infused Security Services in the Cagayan Special Economic Zone and Freeport	₱ 104,428,929.60						
20.2	All applicable permits and licenses mandated by the Law								
21.2	None								

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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.

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	<p>Surveillance Equipment such as CCTV Cameras, Digital Video Recorders (DVR), License Plate Number Recognition (LPNR) Software and License, and Data Servers and Operating System (OS) License shall be transferred to CEZA in good working condition one (1) month before the contract expiration.</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at Cagayan Special Economic Zone and Freeport, Santa Ana, Cagayan, Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Mauro Manguma – Security Officer III.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>CEZA shall pay the Security Service Provider (SSP) a monthly service fee, for the rendered services of the SSP, payable within seven (7) working days from receipt of the complete billing requirements subject to the provisions of the Contract.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>Actual functionality test of surveillance equipment</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Security Personnel with individual uniform and equipment as prescribed in TS	1 lot	1 lot	Day 1
2	K9 Units as prescribed in TS	1 lot	1 lot	Day 1
3	Communication equipment as prescribed in TS	1 lot	1 lot	Day 1
4	Firearms and ammunitions as prescribed in TS	1 lot	1 lot	Day 1
5	Basic Equipment for disaster and emergency response as prescribed in TS	1 lot	1 lot	Day 1
6	Security Detection Gadget as prescribed in TS	1 lot	1 lot	Day 1
7	First Aid Kits for the detachment headquarters as prescribed in TS	1 lot	1 lot	Day 1
8	Surveillance Equipment as prescribed in TS	1 lot	1 lot	2 Months

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.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	<p>MANPOWER REQUIREMENT</p> <p>The manpower requirement for the AOR is a minimum of 121 Security Guards with adequate number of relievers on 8-hours duty per shift for 3 shifts OR 80 Security Guards with adequate number of relievers on 12-hours duty for two shifts subject to the approval by the client during</p>	

	<p>implementation. Should the need arise, the Security Service Provider (SSP) must be able to augment the required number of guards for deployment within CEZA’s AOR within a reasonable period of time upon its written request. CEZA shall pay for the incremental costs when the number of security guard is augmented.</p> <p>The SSP shall choose either 8 hours or 12 hours duty and must comply with the corresponding number of personnel, k – 9, firearms and communication equipment stated in the above tables (Annex A). Hybrid submission as to the number of hours requirement is not allowed.</p> <p>It must be explicitly stated that based on the assessment of the security situation and the dynamic security needs of CEZA, the number of deployed security guards, K-9 and handler may be increase or decrease by CEZA as the case may be. Any increased or decreased in the number of required manpower must be supported with a written request approved by the client subject to the compliance requirements as mandated by law.</p> <p>CEZA has the right to demand from the SSP the relief from post/duty of security guards/officers who are deemed undesirable or incompetent. However, it is the responsibility of the SSP to conduct its investigation, observe due process and impose appropriate disciplinary action to erring security officers/guards. Failure of the security agency to observe due process is its sole consequential liability.</p> <p>CEZA has the discretion to realign post/duty of security guards according to security manpower needs or requirements.</p>	
	<p>POSTING/MANNING HOURS AND REQUIRED EQUIPMENT</p> <p>The SSP must ensure that all the security posts within its area/s of responsibility are</p>	

	<p>manned in accordance with this Technical Specification.</p> <p>The SSP shall render services as prescribed in Annex A. Security Officers / Security Guards shall render six (6) days duty per week in consonance with the provisions of the Labor Code except on highly meritorious cases where security officers/guards may render duty for seven (7) days a week.</p> <p>Under no circumstance shall a security guard be allowed to render two (2) successive shifts in one day.</p> <p>The SSP must provide the organizational and individual equipment enumerated in the attached posting/manning hours table and required equipment per AOR. Equipment deployed shall be in good operational condition throughout the duration of the contract. Maintenance of said equipment shall be the responsibility of the SSP.</p> <p>It is the responsibility of the SSP to properly install CCTV cameras in strategic locations and moreover, defective equipment shall immediately repair or replace by the SSP. Failure to repair or replace its damaged equipment within a reasonable period, especially when the said equipment is badly needed at that time, would impact on the performance rating of the SSP.</p>	
	<p>DUTIES AND RESPONSIBILITIES</p> <p>Provide quality security services on Personnel Security, Physical Security, Communications Security and Document security.</p> <p>personnel security: Secure and protect CEZA officers, employees and visitors from harm, harassment, threat and intimidation within the agency’s AOR;</p> <p>Physical security: Secure and protect CEZA structures, facilities, equipment and</p>	

<p>properties from theft, robbery, arson, vandalism, destruction and other criminal acts;</p> <p>Communications Security - Prevent unauthorized users/interceptors from accessing CCTV, radio and telecommunications.</p> <p>Document Security - Secure and protect documents and vital information from unauthorized use, lost, and unsanctioned destruction; and allow easy but secured access of these documents and information to authorized personnel.</p> <p>Implement and enforce all legal CEZA rules and regulations, standard operating procedures (SOPs) and other issuances relative to the maintenance of safety and security within the technical specification of the contracted SSP;</p> <p>In times of emergency, all deployed security guards shall be in emergency mode and ready to implement contingency plans. Those who are within the immediate area of the emergency situation shall act as first responders and be prepared to handover the responsibility to designated authority.</p> <p>Conduct emergency preparedness drills at least once a year, Camp Defense and Port Facility Security Drills every quarter.</p> <p>Must provide canine (k-9) services, with handler, for narcotics and explosives detection, as required. For this purpose, the SSP may either have each own k-9 services or have a service contract with a k9 unit/company with at least five (5) years' experience. The K-9 company must be duly registered and recognized by PNP-SOSIA and must possess a valid certificate of accreditation.</p> <p>Prevent dumping of garbage of any form in its AOR. In the event that guards fail to prevent the dumping of garbage, it is the responsibility of the Security Agency to</p>	
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<p>immediately remove said garbage at its own expense. Otherwise, CEZA shall remove or dispose of the garbage and the expenses incurred there from shall be chargeable to the account of the Security Agency.</p> <p>Prevent intrusion and proliferation of informal settlers and building of illegal/unauthorized structures within its AOR. Stop and demolish on-going illegal construction of structures within seventy-two (72) hours upon discovery.</p> <p>In case of damage/s or loss of CEZA properties due to the negligence or failure of the guard/s on duty, the Security Agency is liable to CEZA for the cost of losses or damages.</p> <p>Submit the following reports:</p> <p>Daily Activity Report.</p> <p>Monthly Report</p> <p>Annual Report (Every 2nd week of January or as agreed upon)</p> <p>After incident Report (as needed in case of occurrence of unusual incidents)</p> <p>Investigation Report (as necessary)</p> <p>Roster of Guards (every 15th and 30th of the month)</p> <p>Guard Deployment Schedule (every 15th and 30th of the month)</p> <p>Duty Detail Order (every 1st day of the month)</p> <p>Deployed guards must meet all of the standards enumerated in RA 5487, otherwise known as the Private Security Agency Law.</p> <p>Coordinate with the PNP, AFP and other friendly forces on matters related to the</p>	
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	security and protection of the respective AOR.	
	<p>QUALIFICATIONS OF SECURITY SERVICE PROVIDER (SSP) AND OTHER REQUIREMENTS</p> <p>The SSP must have a license to Operate (LTO) and should have been in continuous business operation as a Security Service Provider (SSP) for at least 5 consecutive years. The original Contracts must be provided during the Post Qualification Inspection.</p> <p>The SSP must, at the time of bidding, have at least 200 guards currently performing security duties in reputable detachments (present certification or any proof of documents). List of security guards deployed per contract shall be presented during the Post Qualification Inspection.</p> <p>The SSP has not been a security provider or is currently a security provider of a company or juridical entity with whom CEZA and/or its subsidiaries have past or existing legal case/conflict.</p> <p>Former and current security providers of CEZA, including their subsidiaries, affiliates and sister companies who are not in good standing with CEZA due to the security agency's violation of its contract with CEZA shall not be allowed to participate in this bidding.</p> <p>For SSP who has provided security services in the past or is currently providing security services, said agency must provide a certificate of good performance/standing from its latest client.</p>	

	<p>The SSP must have adequate Information-Communication Technology (ICT) competencies to:</p> <p>Record information and other data relative to the performance of the Agency's safety and security functions in electronic form.</p> <p>Maintain e-files of 201 Records and biometric attendance records of deployed security guards, relievers and identified security escort. The SSP will be required to present proof during Post Qualification that it has Biometric machines deployed in comparable detachments.</p> <p>Communicate with CEZA Law Enforcement Division (LED) through internet or any mode of available communication.</p> <p>Provide a standalone system that is capable of facial and plate recognition and online-ready for integration to CEZA Command Center, Land Transportation Office, Bureau of Immigration, Philippine National Police, Bureau of Customs and other government regulatory agencies.</p> <p>The bidder must have completed within a period of at least five (5) years a single contract equivalent of at least 50% of the ABC. For this purpose, "Similar Contract" shall refer to the contracts involving the provision of manpower-based security services.</p> <p>The prospective bidder shall certify under oath as to the correctness of the statements made and the completeness and authenticity of the documents submitted. Documentary requirements shall be validated during the post qualification.</p>	
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	<p>QUALIFICATIONS OF SECURITY OFFICERS AND GUARDS</p> <p>The agency must ensure compliance of their manpower competence set forth under DOLE Department Order 150-16 Series of 2016, Revised Guidelines Governing the Employment and Work Conditions of Security Guards and other Private Security Personnel in the private security industry and other pertinent rules and regulations.</p> <p>The prospective bidder shall certify under oath as to the compliance of the qualifications of security officers and guards.</p> <p>The agency must ensure that the security guards to be deployed in Port Irene and Port San Vicente had undergone a Maritime Security Training with proof of training certificate. Likewise, security guards deploy in other CEZA facilities shall also undergone an Aviation Security Training with proof of training certificate.</p> <p>Internal Security (IS) at CEZA Business Center shall wear attire as prescribed by CEZA.</p>	
	<p>COMPREHENSIVE SECURITY PLAN AND SPECIFIC POST DUTIES</p> <p>The comprehensive security plan of the winning bidder shall be submitted to CEZA 30 days after receipt of Notice of Award (NOA). This plan shall include the specific duties to be carried out by the security guards per post, detailing the following: a) Specific Instructions per post, b) time – bound duties, c) contingency plans for the AOR shall be detailed in this document, including emergency and contingency plans. This</p>	

	<p>will be reviewed by CEZA and CEZA shall notify the agency on revisions, if any. Thereafter, the final security plan shall be submitted to CEZA LED.</p>	
	<p>PAY RATE OF SECURITY GUARDS AND WAGE ADJUSTMENT</p> <p>The SSP shall guarantee each security officer / guard is paid a pay rate not lower than the minimum wage rate and other remuneration as provided for in the Philippine Labor Code and wage Orders officially issued by the Regional Tripartite Productivity and Wage Board (RTPWB). Failure to comply with these labor standards will result to termination of the Contract.</p> <p>The SSP shall provide an ATM card for each security guard. The salaries of the security guards shall be paid not later than 8th (For Day 1-15) and 23rd (For Day 16-31) of each Month, any delay in the payment of salaries shall impact the performance rating of the SSP.</p> <p>The SSP shall provide each Security officer/guard a copy of the true and itemized individual pay slip every pay period indicating therein the details of their salary's, allowances, remittances to SSS, PAG-IBIG, PHILHEALTH and other authorized deductions.</p> <p>The Security Service Provider (SSP) shall regularly remit all mandated obligations for SSS, PHILHEALTH, PAG-IBIG and other mandatory remittances as deducted from the pay and allowances of the security officers / guards in a timely manner. Delays in the remittance of mandated benefits may result to the cancellation of the contract.</p> <p>The Security Service Provider (SSP) shall be entitled to receive from CEZA a corresponding adjustment of the contract price in the event the minimum wage is increased or whenever the benefits in favor</p>	

	<p>of the guards are adjusted pursuant to law, executive order, decree or wage order provided that the Security Service Provider (SSP) presents acceptable proof thereof.</p> <p>CEZA has the right to demand from the SSP proof of compliance of its obligations under sub-clauses 10.1 to 10.3.</p> <p>Any upward adjustment of the contract price due to CEZA’s need to add manpower or because of amendments in law, regulations, government prescribed rules, shall be computed as follows:</p> <p>Only the “Amount to Guard and Government” shall be adjusted upwards and NOT the Agency Fee, provided the increase in the amount to Guard and Government does not exceed 10% of the annual contract budget. Any amount to guards and government exceeding 10% of approved budget shall entitle the agency to incorporate its percentage agency fee based on total cost to guards and government as stipulated by the SSP at the time of the bid.</p> <p>The 12% VAT shall be imposed only on the Agency Fee and NOT on the amount to Guard and Government, in accordance with BIR Revenue Memorandum Circular No. 39-2007, as applied to wage orders issued by DOLE.</p>	
	<p>POSTING OF PERFORMANCE AND WAGE SECURITIES</p> <p>To guarantee the faithful performance of the SSP Agency of its responsibilities and obligations under the Contract, and the payment to CEZA for losses, and/or damages suffered thereby and such other liabilities that the Agency may have incurred during its tour of duty arising from unsatisfactory performance or non-performance under the contract, the SSP Agency shall post a performance security in favour of CEZA in the form of cash, Cashier’s or Manager’s Check (equivalent</p>	

	to 10% of the ABC) or Surety Bond (equivalent to 30% of the ABC).	
	<p>EQUIPMENT AND FACILITIES TO BE PROVIDED</p> <p>Supplies, office equipment, materials such as CCTV shall be provided by the SSP. Maintenance and other operating expenses of CCTV shall be shouldered by the SSP during the duration of the contract. Upon termination or expiration of the Contract, such CCTV, office equipment, supplies and materials shall be disposed of in accordance with the CEZA's instruction.</p>	
	<p>CONFIDENTIALITY CLAUSE</p> <p>All information, data and documents concerning the business and affairs of CEZA which are classified as confidential shall be treated in strict confidence by the SSP and in accordance with the Data Privacy Act.</p> <p>In the event that the SSP fails to comply with this Confidentiality Clause, CEZA may exercise the option to apply pertinent provision of RA 5487 and other applicable charges provided for under the Table of Offences and Penalties hereto attached.</p> <p>In the event that the disclosure of the confidential information and or documents is made by the SSP to any person or entity after the termination of the contract with CEZA, the latter shall have the right to seek redress and compensation through legal proceeding in a court of law.</p>	
	<p>PENALTY CLAUSE</p> <p>The SSP, security officers and guards shall be penalized for failure to comply with this TOR based on the table of offenses and penalties hereto attached and other applicable provision of RA 5487.</p>	
	DURATION OF THE CONTRACT	

	<p>The SSP shall provide security services to CEZA for a period of Three (3) years subject to annual evaluation the criteria of which will form part of the contract.</p>	
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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. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or**
- Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
- or**
- A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

Other documentary requirements under RA No. 9184 (as applicable)

- (i) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

ANNEX A

GUARD'S REQUIREMENT CEZA AOR 8 Hours Duty

Security Post/Det. HQS	GUARD SHIFT			No. of SG/SO	Hand held Radio	FIREARMS	
	1st Shift	2 nd Shift	3 rd Shift			9mm	Shot gun
Detachment Commander/SIC-1	1			1	1	1	
Assistant Detachment Commander/SIC-2	-	1	1	2			
CEZA Complex	2	2	2	6	2	1	1
Eco Park/Visitor Center	1	1	1	3	1	1	
Inter-Agency Monitoring Center	2	2	2	6	2	1	1
Port Irene Archway	2	2	2	6	2	1	1
Port Irene Office	1	1	1	3	1	1	
Port Irene Pier	2	2	2	6	2		2
Port Irene Roving Guard	1	1	1	3	1	1	
Port Irene Weighing Scale	1	1	1	3	1	1	
Port Irene Perimeter Guard	2	2	2	6	2		2
Port Irene Entrance	1	1	1	3	1	1	
Global City/Car Yard	2	2	2	6	2	1	1
CEZA Tuguegarao Office	2	2	2	6	2	2	
San Vicente Port and Port office	2	2	2	6	2	1	1
Sanitary Land Fill	2	2	2	6	2		2
Golf Driving Range and 3 Holes Entrance Gate	2	2	2	6	2	1	1
Golf Driving Range and 3 Holes Office	1	1	1	3	1	1	
Golf Driving Range and 3 Holes Roving Guard	1	1	1	3	1	1	
Commercial Center	2	2	2	6	2	1	1
Corporate Center Main Gate (Gate 1)	1	1	1	3	1	1	
Corporate Center (Gate 2)	1	1	1	3	1	1	
Corporate Center (Gate 3)	1	1	1	3	1		1
Corporate Center Building Entrance Door	1	1	1	3	1	1	
Corporate Center Roving	1	1	1	3	1		1
Corporate Center Building Exit	1	1	1	3	1	1	
Corporate Center Power Substation	1	1	1	3	1		1
Other CEZA facilities	4	4	2	10	4	3	1
TOTAL	41	41	39	121	41	24	17

**GUARD'S REQUIREMENT
CEZA AOR
12 Hours Duty**

Security Post/Det. HQS	GUARD SHIFT		No. of SG/SO	Handheld Radio	FIREARMS	
	Day Shift	Night Shift			9 mm	Shot gun
Detachment Commander/SIC-1	1		1	1	1	
Assistant Detachment Commander/SIC-2		1	1			
CEZA Complex	2	2	4	2	1	1
Eco Park/Visitor Center	1	1	2	1	1	
Inter-Agency Monitoring Center	2	2	4	2	1	1
Port Irene Archway	2	2	4	2	1	1
Port Irene Office	1	1	2	1	1	
Port Irene Pier	2	2	4	2		2
Port Irene Roving Guard	1	1	2	1	1	
Port Irene Weighing Scale	1	1	2	1	1	
Port Irene Perimeter Guard	2	2	4	2		2
Port Irene Entrance	1	1	3	1	1	
Global City/Car Yard	2	2	4	2	1	1
CEZA Tuguegarao Office	2	2	4	2	2	
San Vicente Port and Port office	2	2	4	2	1	1
Sanitary Land Fill	2	2	4	2		2
Golf Driving Range and 3 Holes Entrance Gate	2	2	4	2	1	1
Golf Driving Range and 3 Holes Office	1	1	2	1	1	
Golf Driving Range and 3 Holes Roving Guard	1	1	2	1	1	
Commercial Center	2	2	4	2	1	1
Corporate Center Main Gate (Gate 1)	1	1	2	1	1	
Corporate Center (Gate 2)	1	1	2	1	1	
Corporate Center (Gate 3)	1	1	2	1		1
Corporate Center Building Entrance Door	1	1	2	1	1	
Corporate Center Roving	1	1	2	1		1
Corporate Center Building Exit	1	1	2	1	1	
Corporate Center Power Substation	1	1	2	1		1
Other CEZA facilities	4	2	6	4	3	1
TOTAL	41	39	80	41	24	17

Note: The place of deployment of Security personnel is always subject to the determination of the Client

**K-9 REQUIREMENT
CEZA AOR
8hrs Duty**

Security Post/Det. HQS	K-9	
	Narcotics	Explosives
Port Irene	1	1
CEZA Business Center	1	1
Other CEZA Facilities		1
SUB-TOTAL	2	3
GRAND -TOTAL	5	

Note: If they submitted 8 hours or 12 hours duty requirement, the agency must comply with the corresponding number of personnel, k – 9, firearms and communication equipment stated in the above tables (Annex A).

ANNEX B

STANDARD EQUIPMENT REQUIREMENTS

I. REQUIRED MINIMUM EQUIPMENT TO BE PROVIDED BY THE SECURITY SERVICE PROVIDER

ITEMS	QUANTITY	REMARKS
COMMUNICATION EQUIPMENT		
Handheld Radio set including extra battery		Ready for inspection during PQ
- For issue to the guards on duty	41	Ready for inspection during PQ
- Reserve (can be issued to CEZA LED)	6	Ready for inspection during PQ
FIREARMS		
9mm caliber for issue to the guards on duty	24	Ready for inspection during PQ
Shotgun for issue to the guards on duty	17	Ready for inspection during PQ
BASIC EQUIPMENT FOR DISASTER AND EMERGENCY RESPONSE		
Rechargeable Emergency Flashlight	5 sets	Ready for inspection during PQ
Megaphone	3 sets	Ready for inspection during PQ
Squad tent good for at least 10 persons	2 sets	Ready for inspection during PQ
Rescue Multi-Purpose Rope with at least ½ inch Diameter and at least 20 meters length per roll	5 rolls	Ready for inspection during PQ
Detachment First Aid Kit	1 set	Ready for inspection during PQ
SECURITY DETECTION GADGET		
Under Chassis Mirror	10 pcs	Ready for inspection during PQ
Metal Detector	10 pcs	Ready for inspection during PQ
Individual Search Stick		To be inspected during rank inspection
INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS		
Class A Uniform		To be inspected during rank inspection
Barong for Internal Security at CEZA Business Center and Golf Club House		To be inspected during rank inspection
Rain coats and Boots		To be inspected during rank inspection
Medicine kit (with Betadine solution, gauze, alcohol, band aid)		To be inspected during rank inspection
Individual Handcuff		To be inspected during rank inspection
Individual Flashlight		To be inspected during rank inspection
Individual Baton		To be inspected during rank inspection

II. FIRST AID KIT FOR THE DETACHMENT HEADQUARTERS (Provision for the First Aid Kit as required by R.A. 5487)

A. Basic Supplies (minimum requirement)

1. Adhesive tape
2. Antibiotic ointment
3. Antiseptic solutions
4. Bandages Cotton balls and cotton-tipped swabs
5. Duct tape
6. Gauze pad and roller gauze in assorted sizes
7. First aid manual
8. Petroleum jelly or other lubricant
9. Plastic bag for the disposal of contaminated materials
10. Scissors and tweezers

11. Soap or instant hand sanitizer
12. Sterile eye wash such as saline solution
13. Thermometer

B. Medications (minimum requirement)

1. Aloe vera gel
2. Anti-diarrhea medication
3. Over-the-counter oral antihistamine such as diphenhydramine, benadryl, others
4. Aspirin and nonaspirine pain relievers
5. Calamine lotion
6. Syringe, medicine cup or spoon

C. Emergency Items

1. Emergency phone numbers (Nearest PNP station, Fire station, Hospital and other government institutions)
2. Small waterproof flashlight and extra batteries
3. Candle and matches
4. Cordon line
5. First aid instruction manual

ANNEX C

SURVEILLANCE EQUIPMENT

BRAND NEW AND BRANDED CCTV		<ol style="list-style-type: none">1. Ready for inspection one (1) month after Notice to Proceed2. Replacement/ repair and maintenance shall be provided by the SSP during the duration of the contract
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I. CCTV CAMERA'S - ANALOG

The camera shall offer five predefined video streams output, recording and playback, and support HD resolution up to 5 MP (1920 x1080 and frame rate up to 25fps in progressive scan CMOS format).

The camera shall offer video compression of H.265, H.265+, H.264, H264+ and MJPEG.

The camera network shall be capable of true day and night (ICR) or Full Color in low light surveillance with sensitivity down to 0.002 Lux (color) @ (F1.2, AGC ON).

The camera shall incorporate Wide Dynamic Range, 140dB

The camera's enclosure (both the aluminum alloy shell and the bubble shall pass IK10 impact test and have anti – IR Reflection features.

a.) 5 MP BULLET TYPE CAMERAS – FULL COLOR

1. Image Sensor 1/1.8” Progressive Scan 5MP CMOS
2. Focal Length 2.8mm Fixed lens
3. Video Frame Rate Max 25 fps@5MP (16:9 video output)
4. Protection Grade IP 67

b.) 5 MP DOME TYPE CAMERAS – FULL COLOR

1. Image Sensor 1/1.8” Progressive Scan 5MP CMOS
2. Focal Length 2.8mm Fixed lens
3. Video Frame Rate Max 25 fps@5MP (16:9 video output)
4. Protection Grade IP 67

c.) 2 MP PTZ DOME TYPE CAMERAS – FULL COLOR

1. Image Sensor 1/2.8” Progressive Scan 2MP CMOS
2. Focal Length 4.8mm – 120mm lens

- | | |
|---------------------|---|
| 3. Video Frame Rate | Max 25 fps@2MP (16:9 video output) |
| 4. Protection | IP67 TVS 6000V lightning protection; surge protection |

II. LENSES

Optical-quality coated lens designed specifically for video-surveillance applications and matched to specified camera. Provide color-corrected lenses with color cameras.

1. Auto-Iris Lens: Electrically controlled iris with circuit set to maintain a constant video level in varying lighting conditions.
2. Fixed Lens: With calibrated focus ring.
3. Zoom Lens: Motorized, remote-controlled unit, rated as "quiet operating." Features include the following:
 - Electrical Leads: Filtered to minimize video signal interference.
 - Motor Speed: Variable.
 - Lens shall be available with preset positioning capability to recall the position of specific scenes.

III. DIGITAL VIDEO RECORDER

Description: Digital, time-lapse type, full-frame and motion recorder, with removable hard drive.

- | | |
|------------------------|--|
| 1. Main Processor | Embedded Processor |
| 2. Video & Audio | Analog Camera Input 8/16 Channel, BNC;
5 MP |
| 3. Display | 1 HDMI ,1 VGA Interface, |
| 4. Network | 8CH: 1 RJ-45 Port (100M), 16CH: 1 RJ-45 Port (1000M) Interface; HTTP, HTTPS, TCP/IP, IPv4/IPv6, Wi-Fi, 3G/4G Network Functions; ONVIF 16.12, CGI Conformant Interoperability |
| 5. Storage | 1 SATA Port, 10TB capacity Internal HDD, minimum of 60-days Retention Recording Time |
| 6. Auxiliary Interface | 8CH:2 USB 2.0; 16CH:1 USB 2.0 , 1 USB 3.0; |
| 7. Electrical | 1 Port RS485, for PTZ Control
DC12V/2A, Power Supply |

IV. LICENSE PLATE NUMBER RECOGNITION CAMERAS (LPNR)

1. Adopts high-performance CMOS image sensor and processor for in-depth extraction and analysis of vehicle information 24/7;

2. Embraces deep learning algorithm for accurate recognition of vehicles without license plate, and vehicle model, vehicle logo, vehicle series, vehicle color, and more;
3. Various signal, data and communication interfaces; supports connecting to extra devices, such as barrier;
4. Built-in LED illuminator for simplified installation;
5. Motorized vari-focal lens, easy for installation and commissioning;
6. Integrated design with low power consumption, and IP67 protection grade;
7. Lens: 3.2 mm –10.5 mm
8. Illumination Number: 6 IR illuminators, brightness adjustable
9. Image Sensor: 1/2.8" CMOS
10. Storage: 1 built-in TF card port
11. Capture Range: 3 – 6 meters
12. Detected Lane Width: 3 – 4 meters
13. Max Speed the Camera Detects: 30 Kph
14. Vehicle Detection: Vehicle capture rate $\geq 99\%$
15. Vehicle Recognition: Supports recognizing vehicle type, vehicle logo, vehicle series, vehicle color, license plate, features of driver and front-seat passenger, and vehicle without plate. Vehicle recognition rate $\geq 95\%$
16. Network Port: 1 100/1000M Ethernet port (RJ-45)
17. Power Supply: 12V DC, 24V AC, PoE+
18. Power Consumption: $< 20W$

V. NETWORK VIDEO RECORDER FOR LICENSE PLATE NUMBER RECOGNITION (including Software Application to be installed in the server)

1. 16 Channel IP video access
2. Up to 16 Channel perimeter protection
3. Up to 4 Channel video stream face recognition
4. Up to 22 face pictures/sec processing

5. Up to 20 face databases with 100,000 face images in total
6. 1-8 PoE Ports support ePoE & EoC
7. Storage is 10TB capacity

VI. SERVER

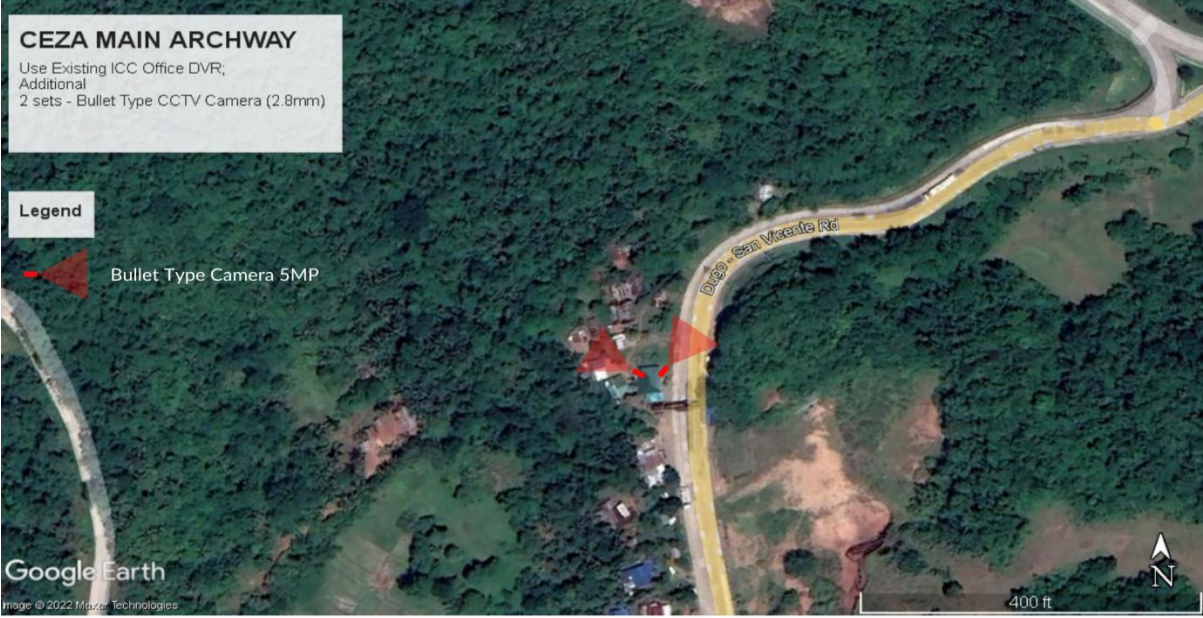
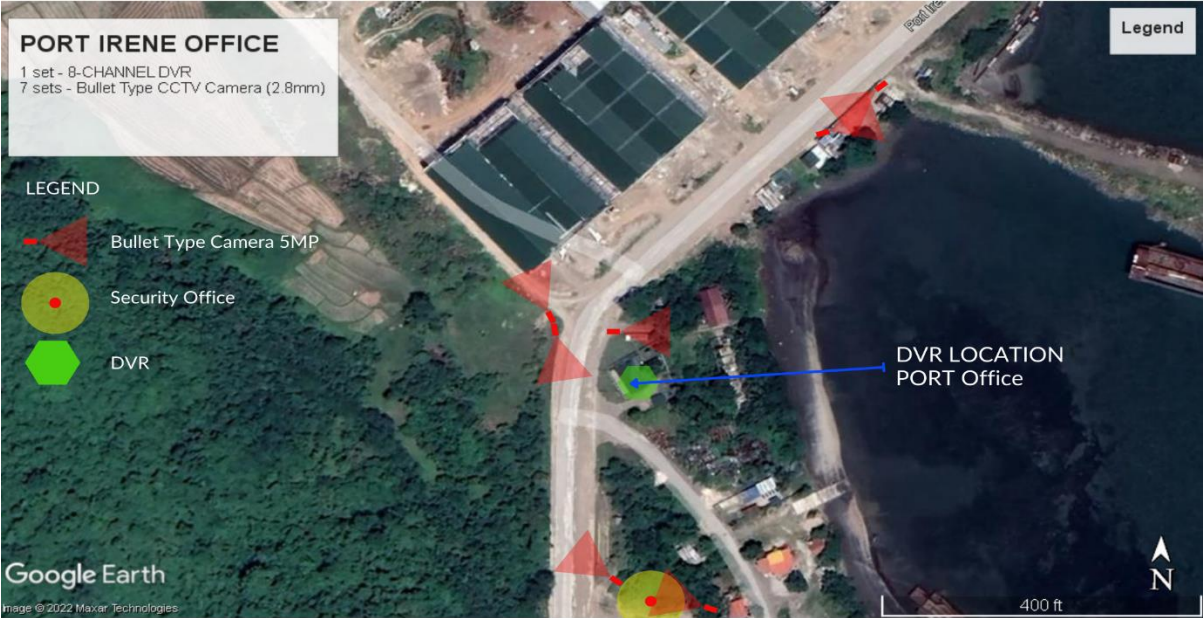
1. Intel Xeon Silver 4214 2.2G
2. Win Server 2019
3. 16GB RDIMM 2666MT/s
4. 16TB HDD
5. Hot-plug Hard Drive

VII. LED MONITOR

The LED monitor shall be a 32" FHD LED Monitor with Industrial level LCD panel, suitable for continuous 24/7 operation, Physical resolution of 1920×1080, High fidelity digital processing for a brilliant and vivid video, 5ms fast response time for no motion blur, judder or ghosting and Built-in speakers.

Security CCTV Cameras and Equipment Sites









CEZA SECURITY CAMERA SCHEDULES					
LOCATION	EQUIPMENT LOCATION	QUANTITY	CAMERA LOCATIONS	CAMERA TYPE	CAMERA QUANTITY
CEZA MAIN ARCHWAY	ICC OFFICE Existing DVR	0	ICC Office Perimeter	Bullet Type	2
PORT IRENE ARCHWAY	SECURITY OFFICE (16-Channel NVR)	1	Archway Entrance	Bullet Type LPNR	1
			Archway Exit	Bullet Type LPNR	1
			Archway Perimeter	PTZ-Dome	2
			Security Office Perimeter	Fix-Dome	2
			Junction (Triangle)	Bullet Type	2
PORT IRENE FACILITY	PORT IRENE OFFICE (8-Channel DVR)	1	Weighing Scale	Bullet Type	2
			Port Irene Access Road	Bullet Type	1
			Access to Maseta	Bullet Type	1
			Port Office	Bullet Type	1
			Port Security Office	Bullet Type	2
	Pier AREA Security Office (16-Channel DVR)	1	Pier Entrance	Bullet Type	1
			Laydown Area	Bullet Type	2
			CAGWEI	Bullet Type	1
			PIER Area at the Back	Bullet Type	2
			Back Area Perimeter	Bullet Type	1
			Anchorage View	PTZ-Dome	2
VISITOR CENTER	TOURISM OFFICE (8-Channel DVR)	1	Road View	Bullet Type	2
			Office Perimeter	Fix-Dome	2
			Highway	PTZ-Dome	1
CORPORATE CENTER	GUARD POST (8-Channel DVR)	1	Road View	Bullet Type	2
			Office Perimeter	Fix-Dome	2
SAN VICENTE PORT	CEZA OFFICE (8-Channel DVR)	1	Road View	Bullet Type	4
			Office Perimeter	PTZ-Dome	2
SANITARY LAND FILL	CEZA OFFICE (8-Channel DVR)	1	Office Perimeter	Bullet Type	4
			Site Perimeter	PTZ-Dome	2
	Total Recorders	5	8-Channel DVR	Total Camera	47
		1	16-Channel DVR		
		1	16-Channel NVR		

ANNEX D

TABLE OF OFFENSES AND PENALTIES

SECURITY SERVICE PROVIDER (SSP)		
No.	Offenses	Penalties
1	<p>Non-compliance with any of the following mandatory requirements:</p> <ul style="list-style-type: none"> • The Security Service Provider (SSP) shall guarantee that each security officer/guards shall receive a pay rate not lower than the minimum wage rate and other remuneration and benefits as provided in the Philippine Labor Code and the Wage Orders. • The Security Service Provider (SSP) shall regularly provide each security officers/guards copy of official individual pay slip every pay period indicating therein the summary of their salaries, allowances, bonuses, remittances to SSS, Pag-Ibig, Philhealth and other authorized deductions. • The Security Service Provider (SSP) shall timely and regularly remit all obligations (amount to government in favor of guard as indicated in the wage order) for SSS, Philhealth, Pag-Ibig and other mandatory remittances as deducted from the pay and allowances of the security guards and officers. • Falsification of reports, Daily Time Record payroll and other documents submitted to CEZA • Non-compliance on the mandatory training for Maritime and Aviation Security Training of guards deployed in Seaports and Airport operated by CEZA • Failure to deliver supplies and equipment • Failure of immediate repair or replacement of defective equipment specially when the said equipment is badly needed • Failure to conduct emergency drill at least once a year, Port Facility Security Drills every quarter and camp defense drill 	<p>Termination of contract</p>

	<ul style="list-style-type: none"> Failure to provide the required number of firearms, and radio equipment during implementation 	
2	Unauthorized disclosure of confidential information/document of CEZA by the Security Service Provider (SSP) or anybody from among the deployed security officers/guards.	<ul style="list-style-type: none"> Filing of Civil Case against the Security Service Provider (SSP) for the determination of its liabilities.
3	Loss or damages of company/client property due to the negligence of the security guards.	<ul style="list-style-type: none"> Replacement Cost as determined by the joint investigation conducted by CEZA and the Security Service Provider (SSP).
4	Posting of guard on 2 consecutive duties or beyond 16 hours	<ul style="list-style-type: none"> Deduction of P1,000.00 from the billing of the Security Service Provider (SSP) per guard posted on two (2) consecutive shifts.
5	Un-serviceability of CCTV, firearms, radio equipment during the conduct of daily or random inspection	<ul style="list-style-type: none"> First Offense – Reprimand 2nd Offense – P100.00 per day per item to be deducted from the billing of the agency 3rd Offense – P500.00 per day per item to be deducted from the billing of the agency
6	Un-manned or under-manned post	<ul style="list-style-type: none"> Deduction of P1,110.00 per shift per post from the billing of the agency For K9, deduction of P1,033.33 per day per post from the billing of the agency
SECURITY GUARD/S or K – 9 Handler		
1	Sleeping on post	<ul style="list-style-type: none"> Deduction of P300.00 per guard from the billing of the SSP
2	Guard found under the influence of liquor while on duty	<ul style="list-style-type: none"> Outright termination of guard on duty at CEZA based on the provision of RA 5487
3	Abandoning of post by the guard on duty	<ul style="list-style-type: none"> Following the due process, the agency must conduct immediate investigation and impose appropriate sanction against the erring guard Deduction of P500.00 per guard from the billing of the SSP
4	Accidental and or indiscriminate firing of weapon committed by guard	<ul style="list-style-type: none"> Outright termination of guard on duty at CEZA
5	Guard found guilty of vandalism, theft and pilferage of company property	<ul style="list-style-type: none"> Outright termination of guard on duty at CEZA
6	Act of disrespect and other forms of discourtesies committed by the guards against CEZA officials and employees, visitors and co-workers	<ul style="list-style-type: none"> Outright termination of guard on duty at CEZA
7	Guards found in possession of prohibited drug and or found positive of same	<ul style="list-style-type: none"> Outright termination of guard on duty at CEZA

