



**Project Reference No. NFA-2021-RBAC-REGIII-001**

**PROCUREMENT OF SECURITY SERVICES  
FOR NFA-REGION 3 COVERING THE PERIOD  
DECEMBER 31, 2020 TO DECEMBER 31, 2021**

## **NFA REGION 3 BIDDING DOCUMENTS**

Date of Issue: November 28, 2020

### **Procurement of Security Services for NFA Region 3 covering the period December 31, 2020 to December 31, 2021**

**Project Reference No. NFA-2021-RBAC-REGIII-001**

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National Food Authority  
**CENTRAL LUZON REGIONAL OFFICE**  
Cabanatuan City, Nueva Ecija  
Tel. No. 044-958-0142 / 044-600-2539  
Email : nfaro3rbac@yahoo.com

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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.

**NFA** – National Food Authority

**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***



## **NATIONAL FOOD AUTHORITY**

### **Central Luzon Regional Office**

Maharlika Highway, Cabanatuan City 3100

Tel No. 044-958-0142

[www.nfa.gov.ph](http://www.nfa.gov.ph)

[nfaro3rbac@yahoo.com](mailto:nfaro3rbac@yahoo.com)

## **INVITATION TO BID**

### **PROCUREMENT OF SECURITY SERVICES FOR NFA-REGION 3**

### **COVERING THE PERIOD DECEMBER 31, 2020 TO DECEMBER 31, 2021**

*Project Reference No. NFA-2021-RBAC-REGIII-001*

1. The **National Food Authority (NFA) - Region 3**, through its **Corporate Operating Budget for the year 2021** intends to apply the sum of **Eighty Million Twenty Three Thousand Four Hundred Twenty Eight Pesos (P80,023,428.00)** being the ABC to payments under the contract for **Security Services covering the period December 31, 2020 to December 31, 2021**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NFA-Region 3** now invites bids for the above Procurement Project. Provision of the Security Services is required by **1500H of December 31, 2020 until 1500H of December 31, 2021**. Bidders should have completed, within **the last three (3) years** 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).
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 **NFA-Region 3** and inspect the Bidding Documents at the address given below during **Monday to Friday at 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 28, 2020 to December 21, 2020** 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 Pesos (P50,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The **NFA-Region 3** will hold a Pre-Bid Conference on **December 7, 2020, 10:00 AM** at the **NFA Staffhouse, Maharlika Highway, Cabanatuan City, Nueva Ecija**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, on or before **December 21, 2020, 10:00 AM**. 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 **December 21, 2020, after the 10:00 AM deadline for the submission of bids** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **NFA-Region 3** 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:

**CHRISTOPHER V. CHUA**  
Secretariat Head  
National Food Authority  
Central Luzon Region Office  
Maharlika Highway, Cabanatuan City  
Nueva Ecija, 3100  
Tel No. 044-958-0142  
e-mail : [nfaro3rbac@yahoo.com](mailto:nfaro3rbac@yahoo.com)

12. You may visit the following websites for downloading of the Bidding Documents:

[www.nfa.gov.ph](http://www.nfa.gov.ph)  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)

**Date of Issue : November 28, 2020**

  
**JONATHAN D. YAZON**  
Assistant Regional Manager II/  
NFA-Region 3 BAC Chairperson



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

## **1. Scope of Bid**

The Procuring Entity, **NFA-Region 3** wishes to receive Bids for the **Procurement of Security Services for NFA Region 3 covering the period December 31, 2020 to December 31, 2021**, with identification number **NFA-2021-RBAC-REGIII-001**.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, 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 **the year 2021** in the amount of **Eighty Million Twenty Three Thousand Four Hundred Twenty Eight Pesos (P80,023,428.00)**.

2.2. The source of funding is the proposed **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 fifty percent (50%) of the ABC for the Project.**
- 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**

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 at its physical address 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.
  - 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 Declaration 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 **April 20, 2021**. 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 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.

**The Procuring Entity does not allow the submission of bids through online submission or any other electronic means.**

### **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 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 **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 **BDS**.

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

# Bid Data Sheet

ITB Clause																																																																																		
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <b>Provision of Security Services</b></p> <p>b. completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</p>																																																																																	
7.1	<b>Subcontracting is not allowed</b>																																																																																	
12	The price of the Goods shall be quoted DDP in all NFA offices, warehouses (including owned, those being leased and to be leased), compounds and other facilities located in the provinces of Aurora, Bataan, Bulacan, Nueva Ecija, Pampanga, Tarlac and Zambales, 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>a. The amount of not less than <b>P1,600,468.56</b> <i>[equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <b>P4,001,171.40</b> <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>																																																																																	
19.3	<table><tr><th>PROVINCE</th><th>NO. OF SECURITY POSTS</th><th>REGULAR POSTING</th><th>CONTINGENCY POSTING</th><th>TOTAL REQUIRED SECURITY GUARDS</th><th>RATE PER MONTH PER WAGE ORDER NO. RBIII-22</th><th>BUDGET PER MONTH</th><th>NO. OF MONTHS</th><th>BUDGET ESTIMATES INCLUSIVE OF VAT, AGENCY FEE AND AOH</th></tr><tr><td>AURORA</td><td>5</td><td>15</td><td>6</td><td>21</td><td>19,953.00</td><td>419,013.00</td><td>12</td><td>5,028,156.00</td></tr><tr><td>BATAAN</td><td>4</td><td>12</td><td>9</td><td>21</td><td>22,643.50</td><td>475,513.50</td><td>12</td><td>5,706,162.00</td></tr><tr><td>BULACAN</td><td>13</td><td>33</td><td>33</td><td>66</td><td>22,643.50</td><td>1,494,471.00</td><td>12</td><td>17,933,652.00</td></tr><tr><td>N. ECIIJA</td><td>14</td><td>48</td><td>45</td><td>93</td><td>22,643.50</td><td>2,105,845.50</td><td>12</td><td>25,270,146.00</td></tr><tr><td>PAMPANGA</td><td>3</td><td>8</td><td>15</td><td>23</td><td>22,643.50</td><td>520,800.50</td><td>12</td><td>6,249,606.00</td></tr><tr><td>TARLAC</td><td>7</td><td>19</td><td>36</td><td>55</td><td>22,643.50</td><td>1,245,392.50</td><td>12</td><td>14,944,710.00</td></tr><tr><td>ZAMBALES</td><td>4</td><td>13</td><td>5</td><td>18</td><td>22,643.50</td><td>407,583.00</td><td>12</td><td>4,890,996.00</td></tr><tr><td>REGION 3</td><td>50</td><td>148</td><td>149</td><td>297</td><td></td><td>6,668,619.00</td><td></td><td>80,023,428.00</td></tr></table> <p>The Project shall be awarded as One Project having several items that shall be awarded as one contract.</p>	PROVINCE	NO. OF SECURITY POSTS	REGULAR POSTING	CONTINGENCY POSTING	TOTAL REQUIRED SECURITY GUARDS	RATE PER MONTH PER WAGE ORDER NO. RBIII-22	BUDGET PER MONTH	NO. OF MONTHS	BUDGET ESTIMATES INCLUSIVE OF VAT, AGENCY FEE AND AOH	AURORA	5	15	6	21	19,953.00	419,013.00	12	5,028,156.00	BATAAN	4	12	9	21	22,643.50	475,513.50	12	5,706,162.00	BULACAN	13	33	33	66	22,643.50	1,494,471.00	12	17,933,652.00	N. ECIIJA	14	48	45	93	22,643.50	2,105,845.50	12	25,270,146.00	PAMPANGA	3	8	15	23	22,643.50	520,800.50	12	6,249,606.00	TARLAC	7	19	36	55	22,643.50	1,245,392.50	12	14,944,710.00	ZAMBALES	4	13	5	18	22,643.50	407,583.00	12	4,890,996.00	REGION 3	50	148	149	297		6,668,619.00		80,023,428.00
PROVINCE	NO. OF SECURITY POSTS	REGULAR POSTING	CONTINGENCY POSTING	TOTAL REQUIRED SECURITY GUARDS	RATE PER MONTH PER WAGE ORDER NO. RBIII-22	BUDGET PER MONTH	NO. OF MONTHS	BUDGET ESTIMATES INCLUSIVE OF VAT, AGENCY FEE AND AOH																																																																										
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BULACAN	13	33	33	66	22,643.50	1,494,471.00	12	17,933,652.00																																																																										
N. ECIIJA	14	48	45	93	22,643.50	2,105,845.50	12	25,270,146.00																																																																										
PAMPANGA	3	8	15	23	22,643.50	520,800.50	12	6,249,606.00																																																																										
TARLAC	7	19	36	55	22,643.50	1,245,392.50	12	14,944,710.00																																																																										
ZAMBALES	4	13	5	18	22,643.50	407,583.00	12	4,890,996.00																																																																										
REGION 3	50	148	149	297		6,668,619.00		80,023,428.00																																																																										
20.1	<b>No further instructions.</b>																																																																																	
21.1	<b>The Security Management Plan (SMP)</b>																																																																																	



## ***Section IV. General 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**

- 5.1 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.
- 5.2 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***

## Special Conditions of Contract

GCC Clause	
1	<p>This contract requires the Contractor to provide security services to NFA-Region 3 for the period commencing <b>1300H December 31, 2020 and ending 1300H December 31, 2021.</b></p> <p>Such security services shall protect and ensure the security and safety of the NFA's properties and personnel, including its visitors, guests, stakeholders and clients who are transacting business with NFA inside the latter's offices, buildings, facilities, installations and their premises. Under its contractual obligations, the Contractor shall:</p> <ol style="list-style-type: none"> <li>a. Provide and deploy for regular posting and contingency posting, security guards duly licensed by the PNP-CSG-SOSIA;</li> <li>b. Provide serviceable long and short semi-automatic firearms of medium to high caliber and duly licensed by the PNP-FEO to the security guards on duty at designated NFA-Region 3 installations (i.e. security posts) or on escort duty;</li> <li>c. Provide serviceable motor-powered vehicles, 2-way radio transceivers, electronic communication and surveillance equipment, security devices such as metal detectors and ostrich mirrors and other paraphernalia;</li> <li>d. Provide organizational structure and setup its branch office in Cabanatuan City for the management and supervision of the security guards who are assigned to NFA-Region 3.</li> <li>e. Design security systems and procedures aimed at maximizing protection for NFA personnel, properties and stakeholders to be embodied in a Security Management Plan, and implement them as approved by NFA-Region 3.</li> <li>f. Conduct professional and skills training and seminars for the security personnel who are assigned/deployed to NFA-Region 3.</li> </ol> <p>The services to be rendered and the related goods to be supplied are enumerated and specified in Section VI. Schedule of Requirements which are necessary for the efficient delivery of reliable and effective security service under the Contract.</p> <p>NFA may increase or decrease the security requirement from time to time and may change the deployment location/sites of the security guards by due notice to the Contractor which the latter agrees to effect within reasonable hours from receipt of NFA's written notice.</p> <p><b>OBLIGATIONS OF THE CONTRACTOR:</b></p> <ol style="list-style-type: none"> <li>1. The CONTRACTOR shall secure the prescribed NFA-Region 3 installations continuously and without any interruption during the effectivity of this Contract, in accordance with the SSC/Security Management Plan which shall be made an integral part of this Contract. The CONTRACTOR shall exercise extraordinary diligence in carrying out its obligation under this contract.</li> <li>2. Only duly licensed security guards (SG's) shall be deployed by the CONTRACTOR at NFA-Region 3 regional and provincial offices. Before said agency personnel may discharge their duties, the CONTRACTOR shall first submit the following documents:             <ol style="list-style-type: none"> <li>a. Clearance from the Philippine National Police (PNP) and the proper court of the place where they reside, certifying that they have no criminal record convicting them any offense, or there is no pending criminal case against them.</li> <li>b. A certification from the Baranggay where they reside and that they are of good moral character, courteous, honest, non-alcoholic and not engaged in any illegal activity;</li> <li>c. A certified true copy of their respective current licenses;</li> <li>d. A certified true copy of the result of neuro and drug test conducted and issued by PNP-accredited laboratory/clinic;</li> </ol> </li> </ol>

The CONTRACTOR shall, in the presence of NFA Provincial Manager/Assistant Provincial Manager, conduct a briefing with the security guards before their deployment to specific assignments concerning among others, their wages, other benefits and other instructions/matters relevant to efficient performance of their duties;

3. The CONTRACTOR shall issue a Duty Detail Order (DDO) for every Security Guard to be assigned/posted to any NFA installation indicating therein the name of the guard, the type of issued firearms, the particular place of assignment and the inclusive dates (duration) within which guards are to render services.

The Security Guards shall, before assumption of post, present his individual DDO to the concerned NFA Regional/Provincial Manager or his duly authorized representative.

In case of replacement of guards posted in an installation, the name of the guards to be replaced shall be indicated in the DDO and shall be presented together with the Recall Order issued to the security guard to be replaced, to the concerned NFA Regional /Provincial Manager or his duly authorized representative.

In no case shall a security guard assume post without the presentation of DDO and Recall Order to the concerned NFA Regional/Provincial Manager or his duly authorized representative.

4. The tour of duty of the security guard shall be divided into three (3) shifts for maximum of eight (8) hours per shift as follows:

<b>1<sup>st</sup> Shift</b>	<b>2<sup>nd</sup> Shift</b>	<b>3<sup>rd</sup> Shift</b>
0700H-1500H	1500H-2300H	2300H-0700H

However, during special operations, NFA-Region 3 may request the CONTRACTOR to post security guards on their regular posts on a 12-hour shift tour of duty and reassign the third guards on the place where the special operations are undertaken. Payment for the security services rendered beyond the eight (8) hour duty shall be paid prorata on the basis of their daily rate.

5. The NFA shall have the unconditional right to require the CONTRACTOR to replace guard/s with those acceptable to NFA-Region 3. Replacement should be effected within twenty-four (24) hours after receipt of the written recommendation/request of NFA-Region 3. In no instance shall a replaced security guard be re-deployed in any NFA-Region 3 installations.
6. The security guards so assigned shall be under the strict supervision of the CONTRACTOR. NFA-Region 3, however shall have the right to conduct spot inspections on the performance of the security guards at any time it may deem necessary. The right shall not, however, diminish the liability of nor absolve the CONTRACTOR and the guard of their obligations to NFA-Region 3 under this Contract. It is understood that the CONTRACTOR is liable for all the acts or omissions of its guards.
7. In the matter of discipline, performance and/or breach in the norms of conduct by the guard so assigned, the CONTRACTOR shall submit a periodic assessment and incident reports every 15th day after the end of the month to NFA-Region 3 Provincial Office concerned, copy furnished the Regional Manager or his duly authorized representative.
8. The CONTRACTOR shall undertake a reshuffling of its security guards from one (1) post to another at least every six (6) months or in a shorter period when so requested by the NFA-Region 3.

9. The CONTRACTOR may within six (6) months period, undertake replacement of its security guard upon a written request duly approved by the Regional Manager as recommended by the concerned Provincial Manager.
10. The CONTRACTOR shall equip and provide each security guard who must always be in proper uniform in accordance with RA 5487, with logbook to be used for recording people and events affecting security matters, flashlights, night stick, whistle, fully loaded serviceable firearm and other equipment which are essential for security purposes.
11. The CONTRACTOR shall jointly and severally with its security guards, be liable to NFA or to any person for any injury or damage or loss of property suffered by them within the security coverage of the CONTRACTOR as a result of, but not limited to, assault, arson, theft, robbery, pilferage, trespass, mischief or any unlawful act, or negligence.
12. The CONTRACTOR shall be duly represented in the investigation which will be conducted by NFA-Region 3 to determine whether or not the CONTRACTOR was at fault or negligent or did not exercise due diligence required under the circumstances to prevent or minimize injury or damage to or loss of property.

Absence of a representative from the CONTRACTOR, despite notice, will not preclude NFA from proceeding from the investigation.

If investigation to be conducted involved offenses allegedly committed only by NFA employees e.g. theft committed by Cashier, Special Disbursing Officer (SDO) and Special Collecting Officer (SCO) and loss of stocks or property fully documented, NFA-Region 3 may still notify the CONTRACTOR of the investigation being conducted.

The CONTRACTOR shall not be held liable for damage or loss of NFA property due to fortuitous events or acts of God as may be determined after the investigation.

13. The CONTRACTOR hereby authorizes NFA-Region 3 to withhold such amount as might be sufficient to satisfy its liability to NFA and/or persons. The authority shall include any and all liabilities of the AGENCY to the NFA-Region 3 in connection with this Contract.
14. The security guard so assigned shall provide additional services related to their work when so requested by NFA-Region 3, such as armed escort services. Moreover, the CONTRACTOR shall have a pool of reserved guards to ensure the presence of adequate reliever when the need arises.
15. To ensure a smooth and effective implementation of this Contract, the CONTRACTOR shall put up an office in NFA Regional seat within fifteen (15) days from the issuance of the Notice of Award.
16. The CONTRACTOR shall assume full and exclusive obligation to pay the mandated wage provided for by laws to its security guards assigned to NFA under this Contract, including claims and other compensation as may be legally due to security guards and to promptly remit to the proper agencies the required contribution of the security guards such as withholding taxes on salaries, SSS premiums, Philhealth, HDMF and the like.

The CONTRACTOR shall submit to the NFA a copy of the payroll and any other documents evidencing payments of salaries to the security guards.

In case the CONTRACTOR pays its security guards below the minimum wage or fails to remit the correct amount of social security premiums to the proper government agencies as mandated by law, NFA-Region 3 will have the right to withhold such

amount from the CONTRACTOR's claims as may be necessary to effect payment of the correct amount of wages and/or premiums.

17. The CONTRACTOR shall submit a monthly security assessment to NFA including its findings and recommendations not later than the 10<sup>th</sup> of the following month.
18. The CONTRACTOR shall comply with existing laws, rules and regulations as amended in R.A. 5487, P.D. 442 (Labor Codes of the Philippines) and other related laws.
19. All cost related to mobilization, demobilization and supervision of guards shall be borne by the CONTRACTOR.
20. It is also agreed that the CONTRACTOR is under obligation to pay taxes in full and on time. The CONTRACTOR also under obligation to regularly present, within the duration of the contract, the business tax returns duly stamped and received by the Bureau of Internal Revenue (BIR).
21. The CONTRACTOR must have K9 (canine) dogs registered under its name with PNP-SOSIA Canine Management Division with well trained and licensed handlers and must have complied and passed all the requirements of the evaluation test conducted by the SOSIA-Security Canine Management Division, Camp Crame readily available for deployment during special occasion only and at no cost to the NFA. The Canine Handlers's License must be valid for one year from the date of posting and the license must be readily prepared for renewal before its expiration.
22. The CONTRACTOR shall provide the logistic requirement as stated in the Schedule of Requirements per Section VI-Schedule of Requirements and Section VII-Technical Specifications of bidding documents.
23. The CONTRACTOR shall provide Security Supervisor, who is at least a 2<sup>nd</sup> year college with at least two years experience in each province of the NFA-Region 3 for the supervision of their security guards. The Security Supervisor shall be provided with service vehicle by the CONTRACTOR for security inspection and other purposes.
24. The CONTRACTOR shall submit appointment of its designated liaison officer(s) who shall be responsible and authorized to deliver and receive pertinent documents to and from NFA-Region 3 and its provincial offices.

**SPECIAL PROVISIONS:**

1. It is understood that the security guards are not employees of the NFA but that of the CONTRACTOR as an independent contractor. Hence, no employee-employer relationship exists whatsoever between the NFA and the security guard. The CONTRACTOR hereby expressly agrees and binds itself that the NFA shall be protected and absolved from any labor case or problem as the same shall be fully assumed solely and exclusively by the CONTRACTOR. The CONTRACTOR shall be liable to NFA for any stoppage or interruption in the services to be provided due to labor problems or other causes other than fortuitous events.

In case of suit where the NFA-Region 3 is impleaded as indirect employer, the CONTRACTOR shall hold NFA-Region 3 free from any liability arising there from and shall defend and protect NFA-Region 3 interest therein.

2. The absorption of non-organic security guards by the CONTRACTOR shall be strictly prohibited unless with the prior approval of the NFA-Administrator/Regional Manager or his duly authorized representative of the NFA-Region 3. For the purpose of this Contract, absorption shall be defined as, but not limited to, the employment and/or re-hiring by the CONTRACTOR of security personnel specially security guards employed by the previous security services contractor(s) of the NFA for deployment to any NFA installations



including leased warehouse, temporary buying stations and contingency rice distribution center.

3. The CONTRACTOR shall ensure that the security guards who are assigned/posted at the gates (i.e. gate guards) of the compounds where the NFA-owned or leased warehouses are located shall implement strictly the basic rules and procedures prescribed herein for the **entry and exit of persons** to and from said compounds.
  - a. As a rule, only NFA employees and persons who have **legitimate business transaction with NFA** shall be allowed inside the compounds/warehouses.
  - b. The gate guards shall enforce the “**NO ID, NO ENTRY**” rule on persons who are not employees of NFA.
  - c. The gate guards shall require all persons who are not NFA employees and want to enter the compound/warehouse to present and leave their identification cards (ID’s) with the gate guards.
  - d. The gate guards shall require all persons (including NFA employees) who are allowed entry to the compounds to log and sign in on the EMPLOYEES and VISITORS’ LOGBOOK.

The gate guards shall not allow any person to enter the compound if the said person refuses to log and sign in on the VISITOR’S LOGBOOK.
  - e. The gate guards shall issue to the “visitor” (i.e. the person who is not an NFA employee, who has complied with all of the foregoing rules and procedures and who is allowed entry to the compound) a VISITOR’S PASS in exchange for the visitor’s ID.
  - f. The gate guards shall require the visitor to return/surrender the VISITOR’S PASS to the gate guard when the said visitor is exiting the compound. In turn, the gate guards shall return to the visitor the latter’s ID.
  - g. The ID’s which the visitors shall present to and leave with the gate guards shall be valid and shall be any of the following:
    - (i) DRIVER’S LICENSE issued by the Land Transportation Office (LTO)
    - (ii) ID’s issued by government agencies such as but not limited to the Commission on Electronics (COMELEC), Philippine Postal Corporation (Philpost), Philippine Health Insurance Corporation (Philhealth), Home Mutual Development Fund (HDMF) / Pag-ibig, Government Service Insurance System (GSIS), Social Security System (SSS), etc.
    - (iii) Company ID’s
    - (iv) In the case of operators of NFA accredited farmers, a valid FARMER PASSBOOK / MASTER PASSBOOK issued by NFA shall surface provided, however, that the picture(s) appearing on the said passbook is digitally printed.
4. The CONTRACTOR shall ensure that the gate guards shall implement strictly the basic rules and procedures prescribed herein for the **entry and exit of vehicles** to and from the compounds.
  - a. As a rule, only NFA-owned vehicles shall be allowed entry to the compounds. Privately-owned vehicles may be allowed entry to the compounds provided that the pertinent records of the vehicles are on file with the security posts’ data-base and the vehicles are being used for legitimate business transactions with NFA such as:
    - (i) Delivery of palay or corn grains by NFA accredited farmers.
    - (ii) Delivery of milled rice and/or empty sacks by NFA’s milling contractor(s).
    - (iii) Delivery of dried palay or corn grains by mechanical frying contractor(s) and/or NFA’s hauling contractor(s).
    - (iv) Hauling of rice or palay from one NFA warehouse to another NFA warehouse.
    - (v) Withdrawal of purchased grain stocks and by-products and unserviceable properties.
    - (vi) Delivery of supplies and materials purchased by NFA.
  - b. The gate guards shall require the driver of a vehicle which is not owned by the NFA to present the copy of the AUTHORITY TO ISSUE (AI) if the vehicle will be used to haul NFA stocks:

- (i) Grain stocks for inter-warehouse stock transfer.
- (ii) Palay or corn grains for contract milling or drying.
- (iii) Rice or corn stocks purchased on credit.

The gate guard shall require the driver to present the copy of the AI everytime a request for vehicle entry is made. The gate guards shall verify the copy of the AI with the NFA warehouse supervisor concerned. The gate guards shall not allow entry to the compound by any vehicle if its driver fails or refuses to present the copy of AI or if the AI does not tally with the NFA warehouse supervisor's copy of the AI.

- c. If the vehicle which is not owned by NFA will be used to withdraw stocks which are purchased and paid in cash, the gate guards shall require the driver to present the following documents:

- (i) Authority to Issue (AI)
- (ii) Official Receipt (OR)
- (iii) Warehouse Stock Issue (WSI)

The gate guard shall require the driver to present the afore-cited documents every time vehicle entry is requested. The gate guards shall verify the AI and/or OR with the NFA Warehouse Supervisor's copies of the said documents. The gate guards shall not allow entry to the compound by any vehicle if its driver fails or refuses to present the copy of the AI and/or OR or the AI and/or OR does not tally with the NFA Warehouse Supervisor's copy of the AI and/or OR.

- d. The gate guards shall strictly implement the following control measures on stock and MTS issuances:

- (i) Prior to withdrawal of stocks, the carrier shall present to the guard on duty at the entrance gate the WS's copy of the AI/Sack Issue Authority (SIA) except for employees Rice Allowance where the withdrawal slip is presented in lieu of AI.
- (ii) The guard shall maintain a separate logbook to record the AI/ Sack Issue Authority SIA No., quantity authorized for issuance and the issuing WS II as indicated in the documents. The guard shall return AI/ Sack Issue Authority SIA to the carrier for submission to the WS II upon withdrawal.
- (iii) Upon exit, the carrier shall present to the guard his copy (Copy 3) of the WSI/Empty Sack Issue (ESI). The guard shall verify the quantity indicated on all copies of the document and shall compare it to the recorded entries in the logbook based on previously presented WS II's copy of the AI/ Sack Issue Authority SIA.
- (iv) After verification, the guard shall sign on the "Inspected by" portion of the WSI/ESI. He shall fill up and detach the guard stub and shall file it for future reference.

- e. The gate guards shall require the driver of a vehicle which is not owned by NFA to present the DELIVERY RECEIPT / INVOICE if the truck is delivering supplies and material to NFA. The gate guards shall not allow entry of the vehicle if its driver fails or refuses to present the DELIVERY RECEIPT / INVOICE.

- f. The gate guards shall require the drivers of the vehicles which are allowed entry to the compound to log and sign in on the VEHICLES' LOGBOOK. The gate guards shall not allow the entry of any vehicle if its driver refuses to log in or sign in on the VEHICLES' LOGBOOK.

- g. The gate guards shall enforce the **"NO WSI, NO EXIT"** rule on all vehicles, including NFA-owned vehicles, which are **loaded with NFA grain stocks or by-products**.

- h. If the vehicle is loaded with the NFA grain stocks, the gate guards shall require the driver to **present copy of the WAREHOUSE STOCK ISSUE (WSI) with the GUARD STUB intact**.

**Regardless of any circumstances, the gate guards shall not allow the exit of vehicles, which are loaded with NFA grain stocks or by-products, if any of the following exists:**

- (1) The vehicle's driver fails or refuses to present the BUYER'S / HAULER'S / MILLER'S copy of the duly accomplished and signed WSI.
- (2) The GUARD STUB of the WSI is no longer intact (i.e. already detached and missing)
- (3) The WSI has been issued for a previous and/or different transaction.

In such case, the gate guards concerned shall report immediately the matter to the Head Guard, the NFA Provincial / Regional Manager and, when situation warrants, the local police station. **Failure or refusal to report the matter as herein required shall make the CONTRACTOR liable for negligence.**

- i. The gate guards shall conduct volumetric count of the number of bags of NFA grain stocks or by-products which are loaded to the vehicle. They shall compare their count with the number of bags stated in the WSI. **If there is a discrepancy (i.e. over-issuance), the gate guards shall not allow the vehicle to exit.** They shall immediately call the attention of the NFA Warehouse Supervisor concerned and report the matter to the Head Guard, the NFA Provincial / Regional Manager and, when situation warrants, to the local police station. **Failure or refusal to report the matter as herein required shall make the CONTRACTOR liable for negligence.**

5. The Contractor shall maintain a satisfactory level of performance throughout the terms of contract, criteria as follows:
  - a. quality of service delivered;
  - b. time management;
  - c. management and suitability of personnel;
  - d. contract administration and management; and
  - e. provision/submission of regular progress report

Before the end of the semester, NFA shall conduct an assessment or evaluation of the performance of the Contractor based on the prescribed set of performance criteria.

Based on the assessment made, NFA may pre terminate the Contract for failure by the CONTRACTOR to perform its obligations.

6. NFA-Region 3 shall have the sole option to cause the increase/decrease of the number of CONTRACTOR's security guards to be deployed at all installations within the contract area depending upon the exigency of the operations therein.
7. The bid price for the duration of the contract shall be fixed and shall not be adjusted during contract implementation, except for the following:
  - a. Increase in minimum daily wage pursuant to law or new Wage Order issued after date of bidding. In which case the Contract is deemed amended as to consideration by increasing the wage per guard based on the newly set minimum wage rate provided for in the Wage Order.
  - b. No adjustments shall be made on administrative and overhead cost of the CONTRACTOR except on employer's share on mandated premiums for the security guards.
  - c. Increase in taxes.
8. Price is inclusive of the salaries, wages, benefits and other remuneration due to the security guards assigned to NFA under existing laws and regulations such as but not limited to SSS contribution, Philhealth, 13<sup>th</sup> month pay.
9. The rates of the guards shall at all times be in accordance with PADPAO rates, to be adjusted to conform with the actual number of security guards deployed to NFA (based on NFA requirements) as well as any minimum wage adjustments mandated by law as implemented by the National Wage Council or the Department of Labor and Employment.
10. The CONTRACTOR shall have no right to assign or otherwise transfer in any manner whatsoever its right, interest and obligation under this Contract or any part hereof.
11. Should NFA-Region 3 suffer damages by reason of delay and/or violation of any of the conditions of the contract, the CONTRACTOR shall be held liable for TWENTY FIVE PERCENT (25%) of the contract value as liquidated damages aside from Attorney's fee, cost of suit and actual damages.

	<p>12. Any dispute or disagreement of any kind or whatsoever arising from any interpretation, implementation or violation of the terms and conditions of the Contract shall, as far as practicable, be settled amicably. If one of the parties is constrained to seek judicial redress to protect its rights and interest, such suit shall be filed and prosecuted exclusively in the proper competent courts in Quezon City, Philippines.</p> <p>13. The NFA-Region 3 management shall have the exclusive right to require the CONTRACTOR to replace security guard/s with those acceptable to NFA-Region 3 concerned provinces. Replacements should be effected within twelve (12) hours after receipt of the written advice by NFA-Region 3. In no instance shall the replaced security guard be re-deployed in any NFA-Region 3 installations.</p>
2.2	<p>1. All payments to the Contractor shall be made at the NFA-Region 3 Regional Office where the security services are rendered subject to NFA-Region 3 accounting and auditing rules and regulations.</p> <p>2. Payments shall only be made if and when following conditions are complied as follows:</p> <p>a. Upon certification by the Provincial Manager of the NFA Provincial Office concerned and/or his/her authorized representative to the effect that the security services have been rendered or delivered in accordance with the terms of this Contract.</p> <p>b. The CONTRACTOR has paid its security guards who are assigned to the NFA all their salaries, wages, and other benefits due to them up to the time of payments of said amounts by the NFA as verified by the Accountant IV of NFA Region 3 Regional Office. A certification to this effect shall be stated and duly signed in the billing made by the CONTRACTOR. The NFA shall not be required to pay directly to any of the CONTRACTOR's personnel any amount owing them by the CONTRACTOR as salaries, wages, or for any purpose whatsoever.</p> <p>1. Before the release of its payment, the NFA-Region 3 shall require the Contractor to submit proof of remittance and receipt of SSS, Philhealth and Pag-IBIG premium payments of security guards and contributions to other concerned government agency.</p> <p>4. No payment shall be made to the Contractor for any unauthorized and/or unilateral increase in security service in the region without the written authority by the Regional Manager and the required approval and/or confirmation by the NFA Administrator.</p> <p>6. The NFA-Region 3 undertakes to pay the Contractor the amount equivalent to the actual deployment of security guards who rendered services for the contract period inclusive of twelve percent (12%) VAT of the Administrative Overhead and Profit margin, and guarantees to pay on time for the actual services rendered.</p> <p>7. The CONTRACTOR's request(s) for payment shall be made in writing at the NFA Regional Office concerned which has jurisdiction over the NFA installations including leased warehouses, temporary buying stations and contingency rice distribution centers where the security services required were rendered or delivered by the CONTRACTOR. Such requests shall be accompanied by a MONTHLY DEPLOYMENT UPDATE (MDU). The rate per security guard per month shall be stated in the MDU.</p> <p>8. The NFA-Region 3 shall conduct an orientation with the security guards concerning, among other things, the NFA-Region 3 policies towards security of properties, stocks, personnel and the like.</p>
4	<p>The inspections of NFA will either be announced or unannounced (i.e. surprise inspection) to the PSA. The NFA will conduct these inspection at the security posts/installations, premises and in places and/or gatherings where security services are required by the NFA to be rendered or delivered to (e.g. depository</p>

	<p>bank of the NFA Cashier is provided escort services when depositing cash collections or encash the NFA check)</p> <p>The NFA will conduct inspections in order to determine both quantity and quality of security services being rendered or delivered by the contractor and the conformity or compliance (or lack of it) with the requirements and specifications enumerated in <b>SECTION VI. SCHEDULE OF REQUIREMENTS and SECTION VII. TECHNICAL SPECIFICATIONS</b> of the bidding documents.</p>
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## *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.

### 1. MANPOWER SCHEDULE

#### 1.1 SUMMARY

DESCRIPTION	NO. OF SECURITY GUARDS			DELIVERY PERIOD	
	REGULAR POSTING	Contingency Posting	TOTAL	NO. OF MONTHS	PERIOD
Provision of sufficient and qualified guards to specific deployment:					
AURORA	15	6	21	12	1500H, December 31, 2020 to 1500H, December 31, 2021
BATAAN	12	9	21	12	
BULACAN	33	33	66	12	
NUEVA ECIJA	48	45	93	12	
PAMPANGA	8	15	23	12	
TARLAC	19	36	55	12	
ZAMBALES	13	5	18	12	
<b>TOTAL</b>	<b>148</b>	<b>149</b>	<b>297</b>		

#### 1.2 DETAILED BREAKDOWN

##### 1.2.1 REGULAR AND CONTINGENCY POSTING

##### SHIFT

1st shift  
2nd shift  
3rd shift

##### TIME

0700h - 1500h  
1500h - 2300h  
2300h - 0700h

INSTALLATIONS	POSTS	NUMBER OF SGs DEPLOYED/SHIFT			TOTAL NO. OF SGs
		1st	2nd	3rd	
1. AURORA					
a.Provincial Office (Baler)	NFA owned	1	1	1	3
b.GID Baler	NFA owned	2	1	1	4
c.Casiguran Grain Complex	NFA owned	2	1	2	5
d.Bartolome Warehouse (Ma. Aurora)	NFA owned	1	1	1	3
e.Two proposed leased warehouses	Leased	2	2	2	6
<b>Sub Total</b>		<b>8</b>	<b>6</b>	<b>7</b>	<b>21</b>
2. BATAAN					
a.Provincial Office (Balanga)	NFA owned	1	1	1	3
b.GID Warehouses 1 & 2 (Balanga)	NFA owned	2	2	2	6
c.FLGC Warehouse (Pagalanggang)	NFA owned	1	1	1	3
d.Three proposed leased warehouses	Leased	3	3	3	9
<b>Sub Total</b>		<b>7</b>	<b>7</b>	<b>7</b>	<b>21</b>
3. BULACAN					
a.Provincial Office (Tikay Compound)	NFA owned				
-Bldg. Lobby		1	1	1	3
-Main Gate		2	2	2	6
-Roving Guard		1	1	1	3
b.GID Warehouse 1,2 & 3(Balagtas)	NFA owned	2	2	2	6
c.GID Warehouse 1 & 2 (San Ildefonso)	NFA owned	2	2	2	6
d.GID Warehouse 1 & 2 (San Miguel)	NFA owned	2	2	2	6
e.Twelve proposed leased warehouses	Leased	12	12	12	36
<b>Sub Total</b>		<b>22</b>	<b>22</b>	<b>22</b>	<b>43</b>

4. NUEVA ECIJA					
a. Provincial Office/ Regional Office	NFA owned	2	1	1	4
b. Cabanatuan Warehouses No. 1-12	NFA owned	9	7	7	23
c. Gapan Food Center	NFA owned	1	1	1	3
d. Guimba Food Center	NFA owned	2	2	2	6
e. Aliaga Food Center	NFA owned	1	1	1	3
f. Bongabon Food Center	NFA owned	1	1	1	3
g. Muñoz Food Center	NFA owned	1	1	1	3
h. Valle FLGC	NFA owned	1	1	1	3
i. Fifteen proposed leased warehouses	Leased	15	15	15	45
<b>Sub Total</b>		<b>33</b>	<b>30</b>	<b>30</b>	<b>93</b>
5. PAMPANGA					
a. Provincial Office( San Fernando)	NFA owned	1	0	0	1
b. Sindalan Warehouse 1& 2	NFA owned	3	2	2	7
c. Five proposed leased warehouse	Leased	5	5	5	15
<b>Sub Total</b>		<b>9</b>	<b>7</b>	<b>7</b>	<b>23</b>
6. TARLAC					
a. Provincial Office (Aguso)	NFA owned				
-Gate Recorder		1	1	1	3
-Admin Guard		1	1	0	2
-Roving Guard		1	1	1	3
-Roving Assist		1	1	0	2
-Gate Assist					
b. Jefmin Warehouse	NFA owned	2	1	2	5
c. La Paz GID Warehouse	NFA owned	1	1	2	4
e. Twelve proposed leased warehouses	Leased	12	12	12	36
<b>Sub Total</b>		<b>19</b>	<b>18</b>	<b>18</b>	<b>55</b>
7. ZAMBALES					
a. Provincial Office (Iba)	NFA owned	1	1	1	3
b. GID Iba Warehouse	NFA owned	1	1	1	3
c. GID Castillejos	NFA owned	2	2	2	6
d. Two proposed leased warehouses	Leased	2	2	2	6
<b>Sub Total</b>		<b>6</b>	<b>6</b>	<b>6</b>	<b>18</b>
<b>GRAND TOTAL</b>		<b>104</b>	<b>97</b>	<b>96</b>	<b>297</b>

**WORK SHIFT SCHEDULE-** the security agency is given the option to adopt a work shift schedule that will work best to ensure punctuality of guards at assigned posts and convenient enough to consider peculiarities of areas of assignments.

## 2. EQUIPMENT SUPPLY AND UTILIZATION SCHEDULE

### 2.1 FIREARMS

NFA FIELD OFFICE	FIREARMS		AMMUNITIONS FOR	
	Pistol 9MM	Shotgun	Pistol 9MM	Shotgun
<b>AURORA</b>	4	2	40	20
<b>BATAAN</b>	1	4	10	40
<b>BULACAN</b>	6	5	60	50
<b>NUEVA ECIJA</b>	7	15	70	150
<b>PAMPANGA</b>	5	3	50	30
<b>TARLAC</b>	4	7	40	70
<b>ZAMBALES</b>	3	2	30	20
<b>GRAND TOTAL</b>	<b>30</b>	<b>38</b>	<b>300</b>	<b>380</b>

## 2.2 VEHICLES

NFA FIELD OFFICE	VEHICLE REQUIREMENT		
	4-WHEEL VEHICLE	MOTORCYCLE	BICYCLE
AURORA	-	2	-
BATAAN	-	2	-
BULACAN	1	2	-
NUEVA ECIJA	1	2	-
PAMPANGA	1	2	-
TARLAC	1	2	-
ZAMBALES	1	2	
GRANDTOTAL	5	14	

## 2.3 SURVEILLANCE AND COMMUNICATION EQUIPMENT

NFA FIELD OFFICE	COMMUNICATION EQUIPMENT				SURVEILLANCE/MONITORING EQUIPMENT		
	BASE RADIO	HAND HELD RADIO	CELLPH ONE W/ LOAD	CHARGER	CCTV-DVR W/ 6-8 CAM SLOTS	CCTV CAMERA	CCTV MONITOR
AURORA		11	3		1 SET		
BATAAN		15	3		1 SET		
BULACAN		10	3		1 SET		
NUEVA ECIJA		15	3		1 SET		
PAMPANGA		15	3		1 SET		
TARLAC		19	3		1 SET		
ZAMBALES		6	3		1 SET		
GRANDTOTAL		91	21		7 SETS		

## 2.4 DETECTORS/SECURITY DEVICES AND PARAPHERNALIA

PROVINCE/Particulars		AUR	BTN	BUL	NEJ	PAM	TLC	ZLS	TOTAL
No. of Security Guards		21	21	66	93	23	55	18	297
1	Metal Detector	1	1	1	1	1	1	1	7
2	Under chassis Mirror	1	1	1	1	1	1	1	7
3	Traffic Vest	1	1	1	1	1	1	1	7
4	Traffic Gloves	2	2	2	2	2	2	2	14
5	Traffic Warning Light	1	-	2	2	2	2	1	10
6	Flashlight (heavy Duty)	21	21	66	93	23	55	18	297
7	Night Stick	21	21	66	93	23	55	18	297
8	Whistle	21	21	66	93	23	55	18	297
9	First Aid Kit	21	21	66	93	23	55	18	297
10	Handcuffs	21	21	66	93	23	55	18	297
11	Teargas Canister	21	21	66	93	23	55	18	297
12	Logbooks(100 pages)*	with sufficient and continuous supply to every province							
13	Searchlight	1	1	1	1	1	1	1	7



14	Emergency Light	3	3	4	6	2	4	2	<b>24</b>
15	Big Umbrellas	3	3	4	4	3	3	2	<b>22</b>
16	Rain Coats	21	21	66	93	23	55	18	<b>297</b>
17	Rain Boots	21	21	66	93	23	55	18	<b>297</b>
18	Computer with printer	1	1	1	1	1	1	1	<b>7</b>
19	Ostrich Mirror	1	1	1	1	1	1	1	<b>7</b>
20	Walk Through	-	-	-	2	-	-	-	<b>2</b>
21	K9 Dog and Handler	-	-	-	1	-	-	-	<b>1</b>

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

# Technical Specifications

PARTICULARS	SPECIFICATION	STATEMENT OF COMPLIANCE
<b>SECURITY GUARDS</b>	<ol style="list-style-type: none"> <li>1. Must be a Filipino citizen</li> <li>2. Must be at least high school graduate.</li> <li>3. At least 21 years of age but not more than 55 years old</li> <li>4. At least 5'4" tall for male and 5'2" for female; both of medium built</li> <li>5. Must be physically and mentally fit, as indicated in the following:               <ol style="list-style-type: none"> <li>a) neuro-psychiatric clearance</li> <li>b) drug test</li> <li>c) medical certificate/clearance from PNP and DOH accredited institutions</li> </ol> </li> <li>6. Of good moral character as certified in a clearance to be furnished to NFA issued by the following:               <ol style="list-style-type: none"> <li>a) Punong Baranggay where he/she resides</li> <li>b) Local PNP</li> </ol> </li> <li>7. Possesses good public relations or should know proper decorum as stated in the Code of Ethics.</li> <li>8. Licensed to carry firearms and properly screened and cleared by the PNP, NBI and other concerned government offices for this purpose, copies of such clearances to be furnished the NFA upon deployment.</li> <li>9. Must be holder of a Certificate of Training for Security Guards and other requirements of RA 5487 as amended.</li> <li>10. Holder of a security guard's license from the PNP SOSIA and valid for at least one (1) year, from date of posting and must be able to file an application for renewal of his license, so that immediately when his license expires, the renewal shall have been already approved and issued to him.</li> <li>11. Trained in handling firearms as evidenced of Certificate of Training/s attended in accordance with the requirements prescribed by PNP-SAGSD.</li> <li>12. In proper uniform and armed with a rifle, shotgun, pistol or revolver with firearms license and sufficient ammunition at all times during his tour of duty.</li> <li>13. Capable of assimilating written and oral instructions in English and Filipino and can render intelligible reports.</li> <li>14. Good grooming with military haircut for male guards.</li> </ol>	
<b>SECURITY SUPERVISORS</b>	<ol style="list-style-type: none"> <li>1. Must be a Filipino Citizen</li> <li>2. Completed at least two years in college</li> <li>3. At least 5 years experience on supervisory job</li> <li>4. At least 5'4" in height</li> <li>5. Physically and mentally fit as indicated in the neuro-psychiatric clearance and drug test result from PNP and DOH accredited institutions.</li> <li>6. Equipped with Security License secured from PNP</li> <li>7. Certification from the Company that he has:               <ol style="list-style-type: none"> <li>a.) No pending or previous administrative case</li> <li>b.) Of good moral character and reputation, courteous and alert</li> <li>c.) Intelligent with integrity, high moral standards, disciplined and professional loyalty</li> </ol> </li> </ol>	

	d.) Capable of assimilating written and oral instructions in English and Filipino, and computer literate 8. Must be in proper uniform and armed with prescribed firearm at all times during tour of duty 9. Possesses good public relations or should know proper decorum as stated in the Code of Ethics 10. Must be a holder of training for Security Guards and other requirements of RA 5487 as amended	
<b>LONG FIREARMS</b>	1. Genuine not “homemade” or “paltik”; 2. With serial number still intact and not tampered; 3. Wholly owned by the contractor and with valid license issued by the PNP-FEO, Camp Crame, Quezon City 4. Serviceable and in excellent firing conditions; 5. Ammunitions: live and original factory-filled (not “refilled” by reloader for Target shooting practice). 6. 12-GAUGE SEMI-AUTOMATIC AND PUMP ACTION SHOTGUN, each with at least eight (8) rounds of live ammunitions. 7. Licensed, test fired and in good condition	
<b>SHORT FIREARMS</b>	1. Genuine not “homemade” or “paltik”; 2. With serial number still intact and not tampered; 3. Wholly owned by the contractor and with valid license issued by the PNP-FEO, Camp Crame, Quezon City 4. Serviceable and in excellent firing conditions; 5. Ammunitions: live and original factory-filled (not “refilled” by reloader for Target shooting practice). 6. The short firearm shall be .9MM SEMI-AUTOMATIC PISTOL, each with eight (8) rounds of live ammunitions.	
<b>FOUR WHEEL LIGHT (PASSENGER SERVICE OR UTILITY) VEHICLE</b>	1. Four (4) cylinder engine; 2. With engine displacement of at least 1300cc; 3. Can seat at least four (4) passengers excluding driver; 4. Serviceable and in excellent running condition 5. Wholly owned by and registered in the LTO in the name of the PSA.	
<b>MOTORCYCLE</b>	1. Four (4) smoke engine; 2. With engine displacement of at least 100cc; 3. Serviceable and in excellent running condition 4. Wholly owned by and registered in the LTO in the name of the PSA.	
<b>CCTV DVR</b>	CCTV-DVR slots from a minimum of six (6) to eight (8) channels with WIFI 720P NVR real time recording and playback; quick remote access anytime.	
<b>CCTV CAMERAS</b>	Operational and good condition, with High Definition Camera IP66 weatherproof housing for indoor & outdoor use; night vision distance visible up to 120feet with motion detection recording	
<b>RADIO TRANCEIVERS</b>	1. Handheld portable complete with battery charger 2. DTMF Signalling; 16 channels 3. Serviceable and in excellent running condition; 4. Owned by the contractor and with valid license issued by the National Telecommunications Commission (NTC).	

<b>CELLULAR PHONES</b>	<ol style="list-style-type: none"> <li>1. Year of make and model not considered</li> <li>2. SIM pack/service provider with very wide network and area coverage;</li> <li>3. Serviceable and in excellent running condition;</li> <li>4. Complete with battery and battery charger and load;</li> <li>5. Owned by the Contractor</li> </ol>	
<b>DETECTORS</b>	<ol style="list-style-type: none"> <li>1. Handheld portable metal detectors capable of detecting firearms and explosives concealed in the body of a person in hand-carried bags/items.</li> <li>2. Serviceable and in excellent running condition;</li> <li>3. Owned by the PSA</li> </ol>	
<b>WALK-THROUGH</b> <i>(at the option of the NFA Region)</i>	Operational and good condition	
<b>FLASHLIGHTS</b>	Operational and good condition with battery	
<b>PERSHING CAP</b>	It shall be fast navy blue with gold strap, black visor, octagonal nylon net top and prescribed metal cap device. It shall be worn by security agency officers and security guards while wearing a complete special type of uniform.	
<b>SERVICE BUSH JACKET</b>	It shall be white ramie polyester fabric and shall be sewn short sleeves with shoulder straps; two each breast and front pockets with cover flaps and fixed cloth belt fastened with metal buckle. It shall be worn by security agency officer while on duty at indoor places with complete prescribed paraphernalia and agency/client patches.	
<b>SERVICE SHIRT</b>	It shall be cotton/cone polyester fabric and shall be sewn short sleeves as the case maybe, shoulder straps, two breast pockets with cover flats and white front buttons. It shall be worn by security guards while on duty as designated indoor places with complete prescribe paraphernalia and agency/client patches.	
<b>SERVICE TROUSERS</b>	Fast navy blue color, straight cut, slanted pockets and two back pockets with cover flats. It shall be worn by security agency officer and security guards.	
<b>SERVICE BELT</b>	It shall be black in color, leather, to be used as pistol belt measuring four and one-half centimeters in width. It shall be worn by both security officers and security guards while in complete special type of uniform.	
<b>NECKTIE</b>	Plain fast navy blue and five centimeters wide. It shall be worn by security guards while in complete special type of uniform.	
<b>LANYARD</b>	Navy blue in color, same style as used by AFP or PNP Personnel. It shall be worn by security agency officers and security guards while in complete special type of uniform.	
<b>FOOTWEAR</b>	Black leather shoes with rubber heels and soles, plain top low-cut and black shoelace to be worn with plain black socks	

<b>BALL CAP</b>	It shall be fast navy blue round nylon net top with visor and prescribed embroidered cloth cap device. It shall be optional in lieu of the perching cap.	
<b>EQUIPMENT AND PARAPHERNALIA</b>	<ol style="list-style-type: none"> <li>1. Black leather belt for pistol and nightstick with regulation buckle;</li> <li>2. Holster, black leather for pistol, night stick and handheld radio;</li> <li>3. Night stick (Baton) with horizontal handle;</li> <li>4. Whistle with lanyard;</li> <li>5. Pocket notebook with writing pen;</li> <li>6. National badge;</li> <li>7. Cap device</li> <li>8. Regulation Buckle</li> <li>9. Collar device</li> <li>10. Name Cloth</li> <li>11. Agency/unit name cloth.</li> </ol>	

***The above Statement of Compliance with the Technical Specifications shall be supported by the following documents:***

1. *Company Profile*
2. *Organizational Chart*
3. *Completeness of uniforms and other paraphernalia evidenced by drawings, pictures and/or sketches (form be to be prepared by the bidder)*
4. *Security Management Expertise and Experience of Key Agency Officers and Personnel Including Possible NFA Chief Operations Officer (form to be prepared by the bidder)*
5. *Awards/Citations of the Security Agency (form to be prepared by the bidder)*
6. *Affidavit of Site Inspection (form to be prepared by the bidder)*
7. *Proposed Security Management Plan for NFA Region 3*
8. *Certified True Copy of Valid and Current Regular (not provisional) License to Operate (LTO) as Private Security Agency issued by the PNP-CSG-SOSIA*
9. *Certified True Copy of Valid Certificate of Registration of the following:*
  - a. *Social Security System (SSS)*
  - b. *DOLE*
  - c. *Philhealth, and*
  - d. *Pag-IBIG Fund*
10. *A valid Certificate of Good Standing duly issued by the Philippine Association of Detectives and Protection Agency Operators, Inc.(PADPAO)*
11. *Certificate of No Derogatory Record Issued by PNP-CSG-SOSIA*
12. *List of Licensed Security Guards (which shall not be less than half of the required number of regular guards under the contract to be bid, currently deployed, indicating their valid and current license numbers and expiry dates). With the following supporting documents:*
  - a. *Certificate of Employment*
  - b. *Security Guard's License (photocopy)*
13. *List of Licensed Firearms and Ammunitions Owned by the Bidder*
14. *List of Motor-Powered Vehicles Owned by the Bidder including the current and valid Registration certificates of motor vehicles including current official receipts thereof, in the name of the owner, of any of the partners in case of partnership or in the company if its a corporation.*
15. *List of Communication and Surveillance/Monitoring Equipment Owned by the Bidder with attached current and valid National Telecommunications Commission's License(s) or Permit(s) to operate radio communication facilities.*
16. *List of Detectors, Security Devices, Other Paraphernalia and Support Facilities Owned by the Bidder*

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

# Checklist of Technical and Financial Documents

<b>I. TECHNICAL COMPONENT ENVELOPE</b>	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <b>or</b>
<input type="checkbox"/>	(b) 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, <b>and</b>
<input type="checkbox"/>	(c) 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; <b>and</b>
<input type="checkbox"/>	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>	
<input type="checkbox"/>	(e) 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; <b>and</b>
<input type="checkbox"/>	(f) 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; <b>and</b>
<input type="checkbox"/>	(g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b>or</b> Original copy of Notarized Bid Securing Declaration; <b>and</b>
<input type="checkbox"/>	(h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
<u>Other documentary requirements as supporting evidence to the Statement of Conformity with the Technical Specifications):</u>	
<input type="checkbox"/>	(i) Company Profile;
<input type="checkbox"/>	(j) Organizational Chart;
<input type="checkbox"/>	(k) Completeness of uniforms and other paraphernalia evidenced by drawings, pictures and/or sketches (form to be prepared by the bidder);
<input type="checkbox"/>	(l) Security Management Expertise and Experience of Key Agency Officers and Personnel Including Possible NFA Chief Operations Officer (form to be prepared by the bidder);
<input type="checkbox"/>	(m) Awards/Citations of the Security Agency (form to be prepared by the bidder);
<input type="checkbox"/>	(n) Affidavit of Site Inspection (form to be prepared by the bidder);
<input type="checkbox"/>	(o) Proposed Security Management Plan for NFA Region 3;
<input type="checkbox"/>	(p) Certified True Copy of Valid and Current Regular (not provisional) License to Operate (LTO) as Private Security Agency issued by the PNP-CSG-SOSIA;



	(q)	Certified True Copy of Valid Certificate of Registration of the following:
<input type="checkbox"/>	a.	Social Security System (SSS)
<input type="checkbox"/>	b.	DOLE
<input type="checkbox"/>	c.	Philhealth, and
<input type="checkbox"/>	d.	Pag-IBIG Fund
<input type="checkbox"/>	(r)	A valid Certificate of Good Standing duly issued by the Philippine Association of Detectives and Protection Agency Operators, Inc.(PADPAO);
<input type="checkbox"/>	(s)	Certificate of No Derogatory Record Issued by PNP-CSG-SOSIA;
<input type="checkbox"/>	(t)	List of Licensed Security Guards (which shall not be less than half of the required number of regular guards under the contract to be bid, currently deployed, indicating their valid and current license numbers and expiry dates). With the following supporting documents:
<input type="checkbox"/>	a.	Certificate of Employment
<input type="checkbox"/>	b.	Security Guard's License (photocopy)
<input type="checkbox"/>	(u)	List of Licensed Firearms and Ammunitions Owned by the Bidder;
<input type="checkbox"/>	(v)	List of Motor-Powered Vehicles Owned by the Bidder including the current and valid Registration certificates of motor vehicles including current official receipts thereof, in the name of the owner, of any of the partners in case of partnership or in the company if it's a corporation;
<input type="checkbox"/>	(w)	List of Communication and Surveillance/Monitoring Equipment Owned by the Bidder with attached current and valid National Telecommunications Commission's License(s) or Permit(s) to operate radio communication facilities;
<input type="checkbox"/>	(x)	List of Detectors, Security Devices, Other Paraphernalia and Support Facilities Owned by the Bidder; <b>and</b>
<input type="checkbox"/>	(y)	Original duly signed Omnibus Sworn Statement (OSS); <b>and</b> 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.
<b><i>Financial Documents</i></b>		
<input type="checkbox"/>	(z)	The Supplier's audited financial statements, showing, among others, the Supplier'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; <b>and</b>
<input type="checkbox"/>	(aa)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <b>or</b> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
<b><i>Class "B" Documents</i></b>		
<input type="checkbox"/>	(bb)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <b>or</b>

	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.
<b>II. FINANCIAL COMPONENT ENVELOPE</b>	
<input type="checkbox"/>	(cc) Original of duly signed and accomplished Financial Bid Form; <b><u>and</u></b>
<input type="checkbox"/>	(dd) Original of duly signed and accomplished Price Schedule(s) <b>with attached Detailed Computation/Cost Distribution of Minimum Monthly Contract Rate Per Security Guard Per Location</b>
<u>Other documentary requirements under RA No. 9184 (as applicable)</u>	
<input type="checkbox"/>	(ee) <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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.
<input type="checkbox"/>	(ff) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**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**

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract	Owner's Name and Address	Contract Duration	Date Started/ Awarded	Kinds of Goods	Amount of Contract	Value of Outstanding Contract	Bidder's Role
<u>GOVERNMENT</u>							
<u>PRIVATE</u>							

**\*Instructions**

- State all ongoing contracts including those awarded but not yet started (government and private contracts which maybe similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- The total amount of ongoing and awarded but not yet started contracts should be consistent with those used in the computation of the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- "Name of Contract". Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. Example : "Provision of Corporate Executive Health Care Program".
- Must be supported by the following Documents:
  - Contract or Notice of Award indicating the Value of the Contract
  - Certification from the enduser of the percentage of accomplishment on the on-going contract

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

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

**Statement of Bidder's Single Largest Completed Contract (SLCC) which is similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to fifty percent (50%) of the ABC completed within three (3) years from the date of submission and receipt of bids**

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract	Date of Contract	Contract Duration	Contracting Parties	Kinds of Goods	Amount of Contract	Date of Delivery/ Completion
<u>GOVERNMENT</u>						
<u>PRIVATE</u>						

***\*Instructions***

- a. Single Largest Contract completed within the last three (3) years as of date of submission and receipt of bids, a contract similar to the project, the value of which adjusted to the current price using the Philippine Statistics Authority (PSA) consumer price indexes must be at least fifty (50%) of the ABC.
- b. Cut-off date – as of the day before the deadline of submission and opening of bids.
- c. "NAME OF CONTRACT". Indicate here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the procurement at hand.
- d. Must be supported by the:
  - i. Contract
  - ii. End-User's Certificate of Completion

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

Designation : \_\_\_\_\_

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

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)

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

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement 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 No. 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; and
  - 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 OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## CONFORMITY WITH THE TECHNICAL SPECIFICATIONS

*Type or print clearly the technical specifications on the space provided opposite each requirement if different from NFA's specifications, otherwise indicate **COMPLY**. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO COMPLY WILL RESULT IN THE REJECTION OF THE BIDDER'S PROPOSAL*

PARTICULARS	SPECIFICATION	STATEMENT OF COMPLIANCE
<b>SECURITY GUARDS</b>	<ol style="list-style-type: none"> <li>1. Must be a Filipino citizen</li> <li>2. Must be at least high school graduate.</li> <li>3. At least 21 years of age but not more than 55 years old</li> <li>4. At least 5'4" tall for male and 5'2" for female; both of medium built</li> <li>5. Must be physically and mentally fit, as indicated in the following: <ol style="list-style-type: none"> <li>a) neuro-psychiatric clearance</li> <li>b) drug test</li> <li>c) medical certificate/clearance from PNP and DOH accredited institutions</li> </ol> </li> <li>6. Of good moral character as certified in a clearance to be furnished to NFA issued by the following: <ol style="list-style-type: none"> <li>a) Punong Baranggay where he/she resides</li> <li>b) Local PNP</li> </ol> </li> <li>7. Possesses good public relations or should know proper decorum as stated in the Code of Ethics.</li> <li>8. Licensed to carry firearms and properly screened and cleared by the PNP, NBI and other concerned government offices for this purpose, copies of such clearances to be furnished the NFA upon deployment.</li> <li>9. Must be holder of a Certificate of Training for Security Guards and other requirements of RA 5487 as amended.</li> <li>10. Holder of a security guard's license from the PNP SOSIA and valid for at least one (1) year, from date of posting and must be able to file an application for renewal of his license, so that immediately when his license expires, the renewal shall have been already approved and issued to him.</li> <li>11. Trained in handling firearms as evidenced of Certificate of Training/s attended in accordance with the requirements prescribed by PNP-SAGSD.</li> <li>12. In proper uniform and armed with a rifle, shotgun, pistol or revolver with firearms license and sufficient ammunition at all times during his tour of duty.</li> <li>13. Capable of assimilating written and oral instructions in English and Filipino and can render intelligible reports.</li> <li>14. Good grooming with military haircut for male guards.</li> </ol>	
<b>SECURITY SUPERVISORS</b>	<ol style="list-style-type: none"> <li>1. Must be a Filipino Citizen</li> <li>2. Completed at least two years in college</li> <li>3. At least 5 years experience on supervisory job</li> <li>4. At least 5'4" in height</li> <li>5. Physically and mentally fit as indicated in the neuro-psychiatric clearance and drug test result from PNP and DOH accredited institutions.</li> <li>6. Equipped with Security License secured from PNP</li> <li>7. Certification from the Company that he has:</li> </ol>	

	<ul style="list-style-type: none"> <li>a.) No pending or previous administrative case</li> <li>b.) Of good moral character and reputation, courteous and alert</li> <li>c.) Intelligent with integrity, high moral standards, disciplined and professional loyalty</li> <li>d.) Capable of assimilating written and oral instructions in English and Filipino, and computer literate</li> <li>8. Must be in proper uniform and armed with prescribed firearm at all times during tour of duty</li> <li>9. Possesses good public relations or should know proper decorum as stated in the Code of Ethics</li> <li>10. Must be a holder of training for Security Guards and other requirements of RA 5487 as amended</li> </ul>	
<b>LONG FIREARMS</b>	<ul style="list-style-type: none"> <li>1. Genuine not “homemade” or “paltik”;</li> <li>2. With serial number still intact and not tampered;</li> <li>3. Wholly owned by the contractor and with valid license issued by the PNP-FEO, Camp Crame, Quezon City</li> <li>4. Serviceable and in excellent firing conditions;</li> <li>5. Ammunitions: live and original factory-filled (not “refilled” by reloader for Target shooting practice).</li> <li>6. 12-GAUGE SEMI-AUTOMATIC AND PUMP ACTION SHOTGUN, each with at least eight (8) rounds of live ammunitions.</li> <li>7. Licensed, test fired and in good condition</li> </ul>	
<b>SHORT FIREARMS</b>	<ul style="list-style-type: none"> <li>1. Genuine not “homemade” or “paltik”;</li> <li>2. With serial number still intact and not tampered;</li> <li>3. Wholly owned by the contractor and with valid license issued by the PNP-FEO, Camp Crame, Quezon City</li> <li>4. Serviceable and in excellent firing conditions;</li> <li>5. Ammunitions: live and original factory-filled (not “refilled” by reloader for Target shooting practice).</li> <li>6. The short firearm shall be .9MM SEMI-AUTOMATIC PISTOL, each with eight (8) rounds of live ammunitions</li> </ul>	
<b>FOUR WHEEL LIGHT (PASSENGER SERVICE OR UTILITY) VEHICLE</b>	<ul style="list-style-type: none"> <li>1. Four (4) cylinder engine;</li> <li>2. With engine displacement of at least 1300cc;</li> <li>3. Can seat at least four (4) passengers excluding driver;</li> <li>4. Serviceable and in excellent running condition</li> <li>5. Wholly owned by and registered in the LTO in the name of the PSA</li> </ul>	
<b>MOTORCYCLE</b>	<ul style="list-style-type: none"> <li>1. Four (4) smoke engine;</li> <li>2. With engine displacement of at least 100cc;</li> <li>3. Serviceable and in excellent running condition</li> <li>4. Wholly owned by and registered in the LTO in the name of the PSA</li> </ul>	
<b>CCTV DVR</b>	CCTV-DVR slots from a minimum of six (6) to eight (8) channels with WIFI 720P NVR real time recording and playback; quick remote access anytime.	
<b>CCTV CAMERAS</b>	Operational and good condition, with High Definition Camera IP66 weatherproof housing for indoor & outdoor use; night vision distance visible up to 120feet with motion detection recording	

<b>RADIO TRANCEIVERS</b>	<ol style="list-style-type: none"> <li>1. Handheld portable complete with battery charger</li> <li>2. DTMF Signalling; 16 channels</li> <li>3. Serviceable and in excellent running condition;</li> <li>4. Owned by the contractor and with valid license issued by the National Telecommunications Commission (NTC)</li> </ol>	
<b>CELLULAR PHONES</b>	<ol style="list-style-type: none"> <li>1. Year of make and model not considered</li> <li>2. SIM pack/service provider with very wide network and area coverage;</li> <li>3. Serviceable and in excellent running condition;</li> <li>4. Complete with battery and battery charger and load;</li> <li>5. Owned by the Contractor</li> </ol>	
<b>DETECTORS</b>	<ol style="list-style-type: none"> <li>1. Handheld portable metal detectors capable of detecting firearms and explosives concealed in the body of a person in hand-carried bags/items.</li> <li>2. Serviceable and in excellent running condition;</li> <li>3. Owned by the PSA</li> </ol>	
<b>WALK-THROUGH</b> <i>(at the option of the NFA Region)</i>	Operational and good condition	
<b>FLASHLIGHTS</b>	Operational and good condition with battery	
<b>PERSHING CAP</b>	It shall be fast navy blue with gold strap, black visor, octagonal nylon net top and prescribed metal cap device. It shall be worn by security agency officers and security guards while wearing a complete special type of uniform.	
<b>SERVICE BUSH JACKET</b>	It shall be white ramie polyester fabric and shall be sewn short sleeves with shoulder straps; two each breast and front pockets with cover flaps and fixed cloth belt fastened with metal buckle. It shall be worn by security agency officer while on duty at indoor places with complete prescribed paraphernalia and agency/client patches.	
<b>SERVICE SHIRT</b>	It shall be cotton/cone polyester fabric and shall be sewn short sleeves as the case maybe, shoulder straps, two breast pockets with cover flats and white front buttons. It shall be worn by security guards while on duty as designated indoor places with complete prescribe paraphernalia and agency/client patches.	
<b>SERVICE TROUSERS</b>	Fast navy blue color, straight cut, slanted pockets and two back pockets with cover flats. It shall be worn by security agency officer and security guards.	
<b>SERVICE BELT</b>	It shall be black in color, leather, to be used as pistol belt measuring four and one-half centimeters in width. It shall be worn by both security officers and security guards while in complete special type of uniform.	
<b>NECKTIE</b>	Plain fast navy blue and five centimeters wide. It shall be worn by security guards while in complete special type of uniform.	
<b>LANYARD</b>	Navy blue in color, same style as used by AFP or PNP Personnel. It shall be worn by security agency officers and security guards while in complete special type of uniform.	



<b>FOOTWEAR</b>	Black leather shoes with rubber heels and soles, plain top low-cut and black shoelace to be worn with plain black socks	
<b>BALL CAP</b>	It shall be fast navy blue round nylon net top with visor and prescribed embroidered cloth cap device. It shall be optional in lieu of the perching cap	
<b>EQUIPMENT AND PARAPHERNALIA</b>	<ol style="list-style-type: none"> <li>1. Black leather belt for pistol and nightstick with regulation buckle;</li> <li>2. Holster, black leather for pistol, night stick and handheld radio;</li> <li>3. Night stick (Baton) with horizontal handle;</li> <li>4. Whistle with lanyard;</li> <li>5. Pocket notebook with writing pen;</li> <li>6. National badge;</li> <li>7. Cap device</li> <li>8. Regulation Buckle</li> <li>9. Collar device</li> <li>10. Name Cloth</li> <li>11. Agency/unit name cloth.</li> </ol>	

*The above Statement of Compliance with the Technical Specifications shall be supported by the following documents:*

1. *Company Profile*
2. *Organizational Chart*
3. *Completeness of uniforms and other paraphernalia evidenced by drawings, pictures and/or sketches (form be to be prepared by the bidder)*
4. *Security Management Expertise and Experience of Key Agency Officers and Personnel Including Possible NFA Chief Operations Officer (form to be prepared by the bidder)*
5. *Awards/Citations of the Security Agency (form to be prepared by the bidder)*
6. *Affidavit of Site Inspection (form to be prepared by the bidder)*
7. *Proposed Security Management Plan for NFA Region 3*
8. *Certified True Copy of Valid and Current Regular (not provisional) License to Operate (LTO) as Private Security Agency issued by the PNP-CSG-SOSIA*
9. *Certified True Copy of Valid Certificate of Registration of the following:*
  - a. *Social Security System (SSS)*
  - b. *DOLE*
  - c. *Philhealth, and*
  - d. *Pag-IBIG Fund*
10. *A valid Certificate of Good Standing duly issued by the Philippine Association of Detectives and Protection Agency Operators, Inc.(PADPAO)*
11. *Certificate of No Derogatory Record Issued by PNP-CSG-SOSIA*
12. *List of Licensed Security Guards (which shall not be less than half of the required number of regular guards under the contract to be bid, currently deployed, indicating their valid and current license numbers and expiry dates). With the following supporting documents:*
  - a. *Certificate of Employment*
  - b. *Security Guard's License (photocopy)*
13. *List of Licensed Firearms and Ammunitions Owned by the Bidder*
14. *List of Motor-Powered Vehicles Owned by the Bidder including the current and valid Registration certificates of motor vehicles including current official receipts thereof, in the name of the owner, of any of the partners in case of partnership or in the company if its a corporation.*
15. *List of Communication and Surveillance/Monitoring Equipment Owned by the Bidder with attached current and valid National Telecommunications Commission's License(s) or Permit(s) to operate radio communication facilities.*
16. *List of Detectors, Security Devices, Other Paraphernalia and Support Facilities Owned by the Bidder*

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Name of the Company (in print)

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Signature of Company Authorized Representative

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Name and Designation (in print)

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Date

(Bidder's Letterhead)  
Name of Private Security agency  
Address  
Telephone/Fax No.

**COMPANY PROFILE**

COMPANY NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_  
HEAD OFFICE : \_\_\_\_\_  
BRANCH: \_\_\_\_\_

TELEPHONE NUMBER/S  
HEAD OFFICE : \_\_\_\_\_  
BRANCH: \_\_\_\_\_

FAX NUMBER/S  
HEAD OFFICE : \_\_\_\_\_  
BRANCH: \_\_\_\_\_

EMAIL ADDRESS/ES : \_\_\_\_\_

NUMBER OF YEARS  
IN THE BUSINESS : \_\_\_\_\_

\_\_\_\_\_  
CONFORME

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Signature of Authorized representative

\_\_\_\_\_  
Designation

(Bidder's Letterhead)  
Name of Private Security agency  
Address  
Telephone/Fax No.

**COMPANY PROFILE**

COMPANY NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_  
HEAD OFFICE : \_\_\_\_\_  
BRANCH: \_\_\_\_\_

TELEPHONE NUMBER/S  
HEAD OFFICE : \_\_\_\_\_  
BRANCH: \_\_\_\_\_

FAX NUMBER/S  
HEAD OFFICE : \_\_\_\_\_  
BRANCH: \_\_\_\_\_

EMAIL ADDRESS/ES : \_\_\_\_\_

NUMBER OF YEARS  
IN THE BUSINESS : \_\_\_\_\_

\_\_\_\_\_  
CONFORME

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Signature of Authorized representative

\_\_\_\_\_  
Designation

**(Bidder's Letterhead)**  
**Name of Private Security agency**  
**Address**  
**Telephone/Fax No.**

**ORGANIZATIONAL CHART**

\_\_\_\_\_  
**CONFORME**

\_\_\_\_\_  
**Bidder's Company Name**

\_\_\_\_\_  
**Signature of Authorized representative**

\_\_\_\_\_  
**Designation**

(Bidder's Letterhead)  
Name of Private Security agency  
Address  
Telephone/Fax No.

**PROPOSED SECURITY MANAGEMENT PLAN FOR NFA REGION 3**

**I. GENERAL INFORMATION**

a. COMPOSITION AND DISPOSITION OF SECURITY GUARDS

b. WORK SHIFT SCHEDULE- the security agency is given the option to adopt a work shift schedule that will work best to ensure punctuality of guards at assigned posts and convenient enough to consider peculiarities of areas of assignments.

**II. EXECUTION OF SECURITY SERVICES FOR THE NFA REGION III**

a. CONCEPT OF OPERATIONS

b. TASKING

c. QUALIFICATION OF SECURITY GUARDS

d. PRESCRIBED UNIFORMS

e. DUTIES AND RESPONSIBILITIES OF GUARDS

**III. PROVISIONS OF FIREARMS/AMMUNITIONS, OTHER PARAPHERNALIA AND OTHER REQUIREMENTS**

a. FIREARMS/AMMUNITIONS

Note: sixteen (16) rounds of ammunition including reserve for every one (1) long firearm.

sixteen (16) rounds of ammunition including reserve for every one (1) short firearm

b. COMMUNICATION

c. MOTOR-POWERED VEHICLES

d. DEVICES/GADGETS/INSTRUMENTS

e. UNIFORM REQUIREMENT AND OTHER PARAPHERNALIA

f. PROVISIONS OF CANINE OR BOMB SNIFFING DOG AS NEED ARISES.

g. WALK THROUGH

**IV. REPORTING SYSTEMS**

**V. PROCEDURES/SYSTEMS**

a. RECRUITMENT/HIRING

b. TRAINING

c. SECURITY MEASURE

d. CONTINGENCY SECURITY PLAN MEASURES

e. CONTROL AND DISCIPLINARY MEASURES

f. SYSTEM OF PAYMENT OF WAGES AND OTHER BENEFITS OF SECURITY GUARDS

**VI. TRANSITION PLAN**

WE HEREBY COMMIT THE ABOVE SECURITY GUARDS, FIREARMS AND EQUIPMENT TO NFA SHOULD CONTRACT FOR SECURITY SERVICES BE AWARDED TO US. MOREOVER, WE ALSO COMMIT OURSELVES TO UNDERTAKE/IMPLEMENT THE ABOVE PROCEDURES/SYSTEM/SECURITY MEASURES TO ENSURE THE UTMOST SAFETY OF NFA'S PROPERTIES, PERSONNEL OT ITS ENTIRE PREMISES FOR THE DURATION OF OUR CONTRACT. THIS COMMITMENT SHALL FORM PART OF THE CONTRACT.

\_\_\_\_\_  
President/Manager/Proprietor of Security Agency

**(Bidder's Letterhead)**  
**Name of Private Security agency**  
**Address**  
**Telephone/Fax No.**

**LIST OF LICENSED SECURITY GUARDS**

I, \_\_\_\_\_ of legal age, and a resident of \_\_\_\_\_, after having been duly sworn to in accordance with law, hereby depose and say:

**That**, I am presently the \_\_\_\_\_ of the \_\_\_\_\_  
*(Title/Designation)**(Name of SSC/PSA)*  
\_\_\_\_\_, a sole proprietorship/partnership/corporation  
duly organized under the laws of the Philippines with principal address at \_\_\_\_\_;

**That**, the said sole proprietorship/partnership/corporation **presently** has the following number of licensed security guards employed:

NO.	NAME	BIRTHDAY	SECURITY GUARD'S LICENSE		EXPIRY DATE
			NO.	DATE	
1					
2					
3					
4					
5					

**That**, the above number of currently deployed licensed security guards is not less than half of the required number of regular guards under the contract to be bid;

**That**, I hereby commit to deploy the above Security Guards in accordance with the requirements of NFA Region III, if awarded the contract for the provision of 2021 Security Services .

**Note: Attach photocopies of the following supporting documents:**

- a. Certificate of Employment
- b. Security Guard's License

**CERTIFIED CORRECT:**

**Name & Signature of Authorized Representative**

**Position**

**Date**

(Bidder's Letterhead)  
Name of Private Security agency  
Address  
Telephone/Fax No.

**LIST OF LICENSED FIREARMS AND AMMUNITIONS OWNED BY THE BIDDER**

**1. FIREARMS**

MAKE	TYPE	CALIBER	LICENSE NO.	EXPIRY DATE
<b>I. LONG FIREARMS</b>				
<b>II. SHORT FIREARMS</b>				

**2. AMMUNITIONS**

FOR	CALIBER	QUANTITY
<b>I. LONG FIREARMS</b>		
<b>II. SHORT FIREARMS</b>		

I hereby commit to provide the above specified firearms and ammunitions in accordance with the requirements of NFA Region III, if awarded the contract for the provision of 2021 Security Services.

**CERTIFIED CORRECT:**

**Name & Signature of Authorized Representative**

**Position**

**Date**

**(Bidder's Letterhead)**  
**Name of Private Security agency**  
**Address**  
**Telephone/Fax No.**

**LIST OF MOTOR-POWERED VEHICLES OWNED BY THE BIDDER**

**4-WHEEL VEHICLES INCLUDING PICK UP-TRUCKS**

MAKE	SERIES	Plate No.	OR NO.	DATE	CR NO	REMARKS

**MOTORCYCLE**

MAKE	SERIES	Plate No.	OR NO.	DATE	CR NO	REMARKS

I hereby commit to provide the above motor-powered vehicles in accordance with the requirements of NFA Region III, if awarded the contract for the provision of 2021 Security Services.

*(Bidders must attach the current and valid Registration certificates of motor vehicles including current official receipts thereof, in the name of the owner, of any of the partners in case of partnership or in the company if its a corporation.)*

**CERTIFIED CORRECT:**

**Name & Signature of Authorized Representative**

**Position**

**Date**



**(Bidder's Letterhead)**

**Name of Private Security agency**

**Address**

**Telephone/Fax No.**

**LIST OF COMMUNICATION AND SURVEILLANCE/MONITORING  
EQUIPMENT OWNED BY THE BIDDER**

**1. COMMUNICATION EQUIPMENT**

<b>TYPE</b>	<b>SERIAL NO.</b>	<b>DESCRIPTION</b>	<b>NTC LICENSE NO.</b>	<b>EXPIRY DATE</b>
<b>I. TWO-WAY RADIO</b>				
<b>II. CELLULAR PHONE</b>				
<b>III. OTHERS</b>				

**2. SURVEILLANCE/MONITORING EQUIPMENT**

<b>TYPE</b>	<b>SERIAL NO.</b>	<b>DESCRIPTION</b>
<b>I. CCTV-DVR W/ 6-8 CAM SLOTS</b>		
<b>II. CCTV CAMERA</b>		
<b>III. CCTV MONITOR</b>		

I hereby commit to provide the above communication and surveillance/monitoring equipment vehicles in accordance with the requirements of NFA Region III, if awarded the contract for the provision of 2021 Security Services.

*(Bidders must attach its current and valid National Telecommunications Commission's License(s) or Permit(s) to operate radio communication facilities)*

**CERTIFIED CORRECT:**

**Name & Signature of Authorized Representative**

**Position**

**Date**

(Bidder's Letterhead)  
Name of Private Security agency  
Address  
Telephone/Fax No.

**LIST OF DETECTORS, SECURITY DEVICES, OTHER PARAPHERNALIA  
AND SUPPORT FACILITIES OWNED BY THE BIDDER**

PARTICULARS		NO. OF UNITS	DESCRIPTION
1	Metal Detector		
2	Under chassis Mirror		
3	Traffic Vest		
4	Traffic Gloves		
5	Traffic Warning Light		
6	Flashlight (heavy Duty)		
7	Night Stick		
8	Whistle		
9	First Aid Kit		
10	Handcuffs		
11	Teargas Canister		
12	Logbooks(100 pages)*		
13	Searchlight		
14	Emergency Light		
15	Big Umbrellas		
16	Rain Coats		
17	Rain Boots		
18	Computer with printer		
19	Ostrich Mirror		
20	Walk Through		
21	K9 Dog and Handler		
22	Others:		
	<i>Firing Range</i>		
	<i>Security Training Facilities</i>		
	<i>Others</i>		

I hereby commit to provide the above items in accordance with the requirements of NFA Region III, if awarded the contract for the provision of 2021 Security Services.

**CERTIFIED CORRECT:**

**Name & Signature of Authorized Representative**

**Position**

**Date**

**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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

**AFFIDAVIT**

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

CURRENT ASSETS	P	xxx
LESS CURRENT LIABILITIES	-	<u>xxx</u>
Net Working Capital	=	xxx

The formula to determine NFCC is as follows:

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

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

Multiplied by 15	x	<u>15</u>	P	<u>xxx</u>
LESS OUTSTANDING CONTRACTS				
<u>Ongoing Contracts</u>				
Contract 1 (Specify)	P	xxx		
Contract 2 (Specify)		xxx		
Etc.		xxx		
<u>Awarded contracts</u>				
<u>yet to be started</u>				
Contract 1 (Specify)		xxx		
Contract 2 (Specify)		xxx		
Etc.		<u>xxx</u>	-	<u>xxx</u>
NFCC	=		P	xxx

=====

### CERTIFIED CORRECT:

\_\_\_\_\_  
Printed Name and Signature  
Proprietor/President/General Manager/  
Duly Authorized Representative

\_\_\_\_\_  
Name of Bidder

### NOTES:

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

## CREDIT LINE CERTIFICATE

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

### Regional Manager

NATIONAL FOOD AUTHORITY

Region \_\_\_\_\_

CONTRACT/PROJECT : \_\_\_\_\_  
COMPANY/FIRM : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
  
BANK/FINANCING INSTITUTION : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
  
AMOUNT : \_\_\_\_\_

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Name of Prospective Bidder), if awarded the above-mentioned Contract, a credit line the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be effective or available on the date of the bid submission by the \_\_\_\_\_ and shall be maintained until the project is completed by the Contractor.  
(Name of Prospective Bidder)

This Certification is being issued in favor of said \_\_\_\_\_ in  
(Name of Prospective Bidder)  
connection with the bidding requirement of National Food Authority Region 3 for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized

Financing Institution Officer : \_\_\_\_\_

Official Designation : \_\_\_\_\_

Concurred By:

Name & Signature of  
Authorized Representative : \_\_\_\_\_  
(Name of Prospective Bidder)

Official Designation : \_\_\_\_\_

## ACKNOWLEDGMENT

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affiant exhibited to me his/her Government Issued ID No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

### 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 Form for the Procurement of Goods

*[shall be submitted with the Bid]*

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### BID FORM

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

Project Identification No. : \_\_\_\_\_

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--


(if none, state "None") ]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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





**DETAILED COMPUTATION/COST DISTRIBUTION OF MINIMUM MONTHLY  
CONTRACT RATE PER SECURITY GUARD PER LOCATION**

PARTICULARS		Bataan, Bulacan, Nueva Ecija, Pampanga, Tarlac and Zambales		Aurora	
<b>I.</b>	<b>TOTAL AMOUNT TO SECURITY GUARD</b>				
	New Daily Wage (DW @ 8 hours)	<b>P</b>	420.00	<b>P</b>	369.00
	Ave. Pay/Month (DW x no. of days per yr/12)		13,783.00		12,109.35
	Night Differential Pay (Ave. Pay/mo x 10% x 1/3)(x ½)		459.43		403.65
	13th Month Pay (DW x 365/12/12)		1,064.58		935.31
	5 Days Incentive Pay (DW x 5/12)		175.00		153.75
	Uniform Allowance (RA 5487)		100.00		100.00
	Overtime Pay		-		-
	<b>SUBTOTAL ( I )</b>	<b>P</b>	<b>15,582.01</b>	<b>P</b>	<b>13,702.06</b>
<b>II.</b>	<b>AMOUNT TO GOVERNMENT IN FAVOR OF GUARD</b>				
	Retirement Pay (RA 7641) (DW x 22.5/12)		787.50		691.88
	Social Security System Premium (April 2019)		1,160.00		1,040.00
	Philhealth Contribution		206.75		181.64
	State Insurance Fund		10.00		10.00
	Pag-Ibig Contribution		100.00		100.00
	<b>SUBTOTAL ( II )</b>	<b>P</b>	<b>2,264.25</b>	<b>P</b>	<b>2,023.52</b>
<b>A.</b>	<b>TOTAL AMOUNT TO GUARD AND GOVERNMENT</b>	<b>P</b>	<b>17,846.26</b>	<b>P</b>	<b>15,725.58</b>
<b>B.</b>	<b>AGENCY FEE (not more than 24% of A)</b> <i>Administrative Overhead and Profit Margin</i>	<b>P</b>		<b>P</b>	
<b>C.</b>	<b>VAT (12% OF B)</b>	<b>P</b>		<b>P</b>	
<b>D.</b>	<b>AGENCY FEE INCLUSIVE OF VAT (B + C)</b> <b>(not less than 20% of E)</b>	<b>P</b>		<b>P</b>	
<b>E.</b>	<b>BID OFFER/RATE PER GUARD/MONTH (A + D)</b>	<b>P</b>		<b>P</b>	

**INSTRUCTIONS:**

- Any bid with a financial component exceeding the ABC shall not be accepted.
- Total bid offers shall be **inclusive** of taxes such as, but not limited to VAT, income tax, local tax and other levies. The bid offer must also show the **administrative overhead** and **profit margin** as illustrated in the Detailed Computation/Cost Distribution of Minimum Monthly Contract Rate per Security Guard per Location.
- The prospective bidder shall fill up the Detailed Computation/Cost Distribution of Minimum Monthly Contract Rate per Security Guard per Location in accordance with the mandated existing Wage Order/PADPAO rates (per Wage Order RB III-22 effective January 1, 2020 and applicable laws. Itemized offers below the mandated wage rate based on Region III Central Luzon monthly Distribution Cost per guard shall not be accepted.
- The **AGENCY FEE (Administrative Overhead and Profit Margin)** shall be left at the discretion of the bidder but must **not be more than 24% of the total amount due to guards and government** pursuant to NFA IDM' 12 SSID-SSD-2K12-I-643 dated December 4, 2012.

5. Financial bids must likewise conform with the DOLE Standard Computation and Standard Service Agreement per Department Order No. 150-16 particularly on the standard **Agency Fee (inclusive of 12% VAT)** which **should not be less than 20% of the total contract cost.**
6. Bid offers must be up to two (2) decimal places only.
7. Non-Conformity with these instructions shall be ground for disqualification.

Prepared by:

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Name of the Company

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Signature of Company Authorized Representative

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Name and Designation

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Date

